



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281975
Original Issued Date: 05/26/2020
Issued Date: 07/15/2021
Expiration Date: 07/15/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: ATLANTIC FARMS, LLC

Phone Number: 413-884-5443 Email Address: bryan@theatlanticfarms.com

Business Address 1: 225 CEDAR HILL ST.

Business Address 2: SUITE 200

Business City: MARLBOROUGH Business State: MA

Business Zip Code: 01752

Mailing Address 1: 225 CEDAR HILL ST.

Mailing Address 2:

Mailing City: MARLBOROUGH Mailing State: MA

Mailing Zip Code: 01752

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD: N/A

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 25

Ownership:

Role: Other (specify) Other Role: 1 of 4 Authorized Signatories of Atlantic Farms, LLC; Chief Executive Officer and 1

of 4 Managers of Atlantic Farms Management LLC

First Name: Bryan

Last Name: Roach

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 25

Role: Other (specify)

Other Role: 1 of 4 Authorized Signatories of Atlantic Farms, LLC; 1 of 4 Managers of Atlantic Farms Management LLC

First Name: Ian

Last Name: Larson

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 25

Role: Other (specify)

Other Role: 1 of 4 Authorized Signatories of Atlantic Farms, LLC; 1 of 4 Managers of Atlantic Farms Management LLC

First Name: Rocco

Last Name: Andreozzi

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control: 25

Role: Other (specify)

Other Role: 1 of 4 Authorized Signatories of Atlantic Farms, LLC; 1 of 4 Managers of Atlantic Farms Management LLC

First Name: Jackson

Last Name: McLeod

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: Atlantic Farms Management LLC

Entity DBA:

DBA
City:

Entity Description: Maine Limited Liability Company

Foreign Subsidiary Narrative:

Entity Phone:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip
Code:

Relationship Description: 100% Owner / Sole Member of Atlantic Farms, LLC, as well as the sole Capital Contributor for Atlantic Farms, LLC

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Atlantic Farms Management LLC		Entity DBA:	
Email: bryan@theatlanticfarms.com	Phone: 413-884-5443		
Address 1: 460 Warren Ave		Address 2: Suite 700	
City: Portland	State: ME	Zip Code: 04103	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$200000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Atlantic Farms Management LLC	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Jackson McLeod LLC		Entity DBA: Atlantic Farms	
Entity Description: Maine Medical Marijuana Caregiver with retail store and cultivation			
Entity Phone: 207-877-5373	Entity Email: Jackson@theatlanticfarms.com	Entity Website: www.theatlanticfarms.com	
Entity Address 1: 460 Warren Ave		Entity Address 2:	
Entity City: Portland	Entity State: ME	Entity Zip Code: 04103	Entity Country: USA
Entity Mailing Address 1: 460 Warren Ave		Entity Mailing Address 2:	
Entity Mailing City: Portland	Entity Mailing State: ME	Entity Mailing Zip Code: 04103	Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 126 Main Road, Parcel ID: 1240-0004-00000

Establishment Address 2:

Establishment City: Colrain **Establishment Zip Code:** 01340

Approximate square footage of the Establishment: 50000 **How many abutters does this property have?:** 27

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

Cultivation Tier: Tier 07: 50,0001 to 60,000 sq. ft **Cultivation Environment:** Outdoor

FEE QUESTIONS

Cultivation Tier: Tier 07: 50,0001 to 60,000 sq. ft **Cultivation Environment:** Outdoor

Date generated: 09/24/2021

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Atlantic Farms_Colrain Host Community Agreement Certification Form (exec).pdf	pdf	5d9791d6d471f115eb599faf	10/04/2019
Community Outreach Meeting Documentation	Atlantic Farms_Community Outreach Meeting Documentation.pdf	pdf	5da0effd79b12e15e03db23d	10/11/2019
Plan to Remain Compliant with Local Zoning	Atlantic Farms_Plan to Remain Compliant with Local Bylaws.pdf	pdf	5e2f29de4fa2b0047569e8aa	01/27/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$-1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Atlantic Farms_The United Way of Franklin County_Donation Confirmation Letter (exec).pdf	pdf	5dcef594b4f83557d6cc6b00	11/15/2019
Plan for Positive Impact	Atlantic Farms_Positive Impact Plan.pdf	pdf	5e28634b7b9883042b36e105	01/22/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: Bryan Last Name: Roach Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Other Role:
First Name: Ian Last Name: Larson Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Other Role:
First Name: Rocco Last Name: Andreozzi Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Other Role:

First Name: Jackson Last Name: McLeod Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role: Capital Contributor

Entity Legal Name: Atlantic Farms Management LLC

Entity DBA:

Entity Description: 100% Owner / Sole Member of Atlantic Farms, LLC; and the sole Capital Contributor

Phone: 413-884-5443

Email: bryan@theatlanticfarms.com

Primary Business Address 1: 460 Warren Ave

Primary Business Address 2:

Primary Business City: Portland

Primary Business State: ME

Principal Business Zip Code:
04103

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Atlantic Farms - Articles of Entity Conversion.pdf	pdf	5e2f2e474dd5bb049410342d	01/27/2020
Secretary of Commonwealth - Certificate of Good Standing	Atlantic Farms LLC - Certificate of Good Standing from SoC (1.21.20).pdf	pdf	5e2f2eded29b0704447d440a	01/27/2020
Bylaws	Atlantic Farms LLC - Single Member Operating Agreement (exec).pdf	pdf	5e2f2f9761c9e9045a78f54a	01/27/2020
Secretary of Commonwealth - Certificate of Good Standing	Atlantic Farms_ Attestation RE Certificate of Good Standing from DUA.pdf	pdf	5e2f476e1c3b1d04a32af416	01/27/2020
Department of Revenue - Certificate of Good standing	Atlantic Farms, LLC _ Certificate of Good Standing from DOR (1.30.20).pdf	pdf	5e347ad45a2369047f2239d4	01/31/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Atlantic Farms_DUA Cert of Good Standing Attestation.pdf	pdf	609a978de54b280786bb1b96	05/11/2021
Secretary of Commonwealth - Certificate of Good Standing	Atlantic Farms_SoC CoGS_5.7.21.pdf	pdf	609da68de54b280786bb2892	05/13/2021
Department of Revenue - Certificate of Good standing	Atlantic Farms_DoR CoGS_5.13.21.pdf	pdf	609e7e37b15b200795553a67	05/14/2021

Massachusetts Business Identification Number: 001328461

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Date generated: 09/24/2021

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Document Category	Document Name	Type	ID	Upload Date
Business Plan	Atlantic Farms, LLC _Business Plan (updated).pdf	pdf	5e2f493f1c3b1d04a32af42c	01/27/2020
Plan for Liability Insurance	Atlantic Farms_Liability Insurance.pdf	pdf	609e85082e7a1d0770d0ae84	05/14/2021
Proposed Timeline	Atlantic Farms_Proposed Timeline.pdf	pdf	609eb5c92e7a1d0770d0b009	05/14/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Atlantic Farms_Policies and Procedures for Cultivating.pdf	pdf	5e28609e69dc9d0456db4cab	01/22/2020
Diversity plan	Atlantic Farms _ Diversity Plan (updated).pdf	pdf	5e2f4bc164339304b08fc33b	01/27/2020
Restricting Access to age 21 and older	Atlantic Farms_Restricting Access.pdf	pdf	609e85193fd8b2075df9f6af	05/14/2021
Security plan	Atlantic Farms_Security Plan.pdf	pdf	609e85202e7a1d0770d0ae88	05/14/2021
Prevention of diversion	Atlantic Farms_Prevention of Diversion.pdf	pdf	609e85263fd8b2075df9f6b3	05/14/2021
Storage of marijuana	Atlantic Farms_Storage.pdf	pdf	609e852e031c12076ccf4b92	05/14/2021
Transportation of marijuana	Atlantic Farms_Transportation.pdf	pdf	609e85333bbe600765b4f302	05/14/2021
Inventory procedures	Atlantic Farms_Inventory.pdf	pdf	609e853ab15b200795553a96	05/14/2021
Quality control and testing	Atlantic Farms_Quality Control.pdf	pdf	609e8541247e180786c97ce1	05/14/2021
Personnel policies including background checks	Atlantic Farms_Personnel Policies.pdf	pdf	609e8546e067a90777b5200a	05/14/2021
Record Keeping procedures	Atlantic Farms_Recordkeeping.pdf	pdf	609e854e2e7a1d0770d0ae8d	05/14/2021
Maintaining of financial records	Atlantic Farms_Maintaining Financial Records.pdf	pdf	609e855368436d078d6b4a88	05/14/2021
Qualifications and training	Atlantic Farms_Qualifications and Training.pdf	pdf	609e85598ecb05074fe6c2ef	05/14/2021
Energy Compliance Plan	Atlantic Farms_Energy Compliance Plan.pdf	pdf	609e944ce54b280786bb2aa4	05/14/2021

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.: I Agree

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.: I Agree

I certify that all information contained within this renewal application is complete and true.: I Agree

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Although Atlantic Farms, LLC ("Atlantic Farms") is not yet operational, Atlantic Farms has begun preparing its efforts towards its Positive Impact Plan. A sample of some of the materials relative to Atlantic Farms' Positive Impact Plan is included below.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Although Atlantic Farms, LLC ("Atlantic Farms") is not yet operational, Atlantic Farms has begun preparing its efforts towards its Diversity Plan. A sample of some of the materials relative to Atlantic Farms' Diversity Plan is included below.

HOURS OF OPERATION

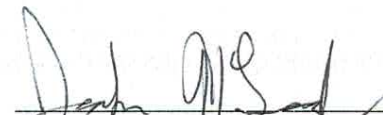
Monday From: 7:00 AM	Monday To: 8:00 PM
Tuesday From: 7:00 AM	Tuesday To: 8:00 PM
Wednesday From: 7:00 AM	Wednesday To: 8:00 PM
Thursday From: 7:00 AM	Thursday To: 8:00 PM
Friday From: 7:00 AM	Friday To: 8:00 PM
Saturday From: 7:00 AM	Saturday To: 8:00 PM
Sunday From: 7:00 AM	Sunday To: 8:00 PM

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant


I, Jackson McLeod, (*insert name*) certify as an authorized representative of Atlantic Farms INC (*insert name of applicant*) that the applicant has executed a host community agreement with Colrain (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on January 25, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Eileen Sawagear, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Colrain (*insert name of host community*) to certify that the applicant and the Town of Colrain (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 1-14-2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Bryan Roach, (*insert name*) attest as an authorized representative of Atlantic Farms, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on September 19, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on September 11, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on September 3, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on September 4, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Legals

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Kevin Kaminski a/k/a Kevin P. Kaminski to Mortgage Electronic Registration Systems, Inc. as nomineee for Countrywide Home Loans, Inc. dated September 14, 2005, recorded at the Franklin County Registry of Deeds in Book 4947, Page 302; said mortgage was then assigned to The Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-15 by virtue of an assignment dated September 18, 2017, and recorded in Book 7113, Page 71; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 12:00 PM on October 8, 2019, on the mortgaged premises. This property has the address of 7 Cooke Street, Greenfield, MA 01301. The entire mortgaged premises, all and singular, the premises as described in said mortgage: The Land in Greefield, Franklin County, Massachusetts, bounded and described as follows: Beginning at a point in the northerly line of Cooke Street, which point is the southeast corner of the land hereby conveyed and is 176.0 feet westerly of the intersection of the northerly line of said Cook. Street and the westerly line, of Washburn Avenue; thence running northerly along land now or formerly of Roger J. Hosford et ux (being lot #12, on plan hereinafter referred to) 135.0 feet to the northeast corner of land hereby conveyed; thence westerly along land now or formerly of Lucian R. Zschau et ux (being lot 12" on said plan hereinafter referred to) 88.0 feet to the northwest corner of the land hereby conveyed; thence southerly along the easterly line of lot #10 as shown on said plan hereinafter referred to 135.0 feet to the northerly line of said Cooke Street; thence easterly along the northerly line of said Cooke Street 88.0 feet to the place of beginning, and being lot #11 as ehown on unrecorded plan entitled aAreSilver Acres Development of Cooke & Jones, Inc." dated October. 1948 and revised December 8, 1948, October 7, 1950, November 10, 1951, June 18, 1952, and November 29; 1952, prepared by F. Deane Avery Associates. *Meaning and intending to refer to Lot 8 on the aforementioned Plan. Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale. Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS (\$10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC ("DG&L"), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale. Dated: August 30, 2019 The Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-15 By its Attorney DOONAN, GRAVES & LONGORIA, LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915 (978) 921-2670 www.dgandl.com 54334 (KAMINSKI A/K/A KEVIN P. KAMINSKI)

09/11/19, 09/18/19, 09/25/19

34403

Legals

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Charlotte R. Dewey, Linda L. Shimandle to Wells Fargo Home Mortgage, Inc., dated December 9, 2002 and recorded in the Franklin County Registry of Deeds in Book 4149, Page 57, of which mortgage the undersigned is the present holder, by assignment from:

Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc. to EMC Mortgage Corporation, recorded on April 17, 2007, in Book No. 5301, at Page 304

EMC Mortgage Corp. to Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for certificateholders of Bear Stearns Asset Backed Securities Trust 2005-3, Asset-Backed Certificates, Series 2005-3, recorded on May 7, 2010, in Book No. 05853, at Page 156

for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 PM on October 11, 2019, on the mortgaged premises located at 8 Riddell Road, Charlemont, Franklin County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The land in Charlemont, Franklin County, Massachusetts bounded and described as follows:

Beginning at the north west corner of the original Hotel lot, on the highway; thence east seven (7) rods on land now or formerly of Charles Warner; thence south four (4) rods on the Hotel lot; thence west seven (7) rods on the Hotel lot to the Highway; thence north on the East side of said highway to the first mentioned bound.

Also all our right, title and interest in all water rights connected with said premises.

EXCEPTING the premises conveyed from William C. Turner and Varna M. Turner to John A. Rowell and Franklin A. Winchester by deed dated June 27, 1924 and recorded in Franklin County Registry of Deeds in Book 768, Page 163.

BEING the same premises conveyed to Charlotte R. Dewey and Linda L. Shimandle by deed of Doris O. Vreeland dated March 18, 1994 and recorded in the Franklin County Registry of Deeds in Book 2881, Page 135.

For mortgagor's(s') title see deed recorded with Franklin County Registry of Deeds in Book 2881, Page 135.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

U.S. BANK NA, SUCCESSOR TRUSTEE TO BANK OF AMERICA, NA, SUCCESSOR IN INTEREST TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE BEAR STEARNS ASSET BACKED SECURITIES TRUST 2005-3, ASSET-BACKED CERTIFICATES, SERIES 2005-3 Present holder of said mortgage

By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California St.
Newton, MA 02458
(617)558-0500
2016120375

September 11, 18, 25

34337

Legals

**CHARLEMONT
Office of the Collector of Taxes**

9/11/2019

The owner(s), occupant(s) and public are hereby notified that the following described parcels herein, located within the municipality of CHARLEMONT and FRANKLIN County, of the Commonwealth of Massachusetts, have taxes for the year 2018 as committed to the Collector of Taxes, by the Board of Assessors of this municipality which remain delinquent and unpaid, and that the property herein described will be taken by CHARLEMONT on Monday, 09/30/2019, at 9:00AM for non-payment of taxes, including interest and all legal costs and charges thereon, unless the property shall be previously discharged.

Lynn Hathaway
Collector of Taxes

Property Location: WARNER HILL RD NO 2
Assessed Owners: CETTO, BRYAN G.
Bill Number: 138

2018 REAL ESTATE TAXES 630.98

630.98

Description: A parcel of land with any buildings thereon, containing about 2.250 acres described as parcel 8.0 0 9.0 in the office of the Assessors of the Town of CHARLEMOMNT identified in book and page 6948 311, FRANKLIN County Registry of Deeds.

Property Location: HAWK HILL RD
Assessed Owners: ROSENBERG, ANDREA E
Bill Number: 710

2018 REAL ESTATE TAXES 175.95

175.95

Description: A parcel of land with any buildings thereon, containing about 5.010 acres described as parcel 9.0 0 32.0 in the office of the Assessors of the Town of CHARLEMOMNT identified in book and page 1343 275, FRANKLIN County Registry of Deeds.

September 11

34195

Legals

REQUEST FOR PROPOSALS

**TELECOMMUNICATIONS SITING OPPORTUNITY
STATE-OWNED REAL PROPERTY
GREENFIELD COMMUNITY COLLEGE**

The Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM), on behalf of Greenfield Community College under the care and control of the Massachusetts Department of Higher Education, pursuant to M.G.L. Chapter 7C, Section 36, is soliciting proposals from telecommunications companies to lease space on buildings to install and manage wireless telecommunications facilities at the Greenfield Community College at One College Drive, Greenfield, Massachusetts. The proposed lease term is five years, with options to extend for five additional five-year periods. Proposals are sought from entities that provide wireless telecommunications services and are licensed by the Federal Communications Commission (FCC) as Wireless Telecommunications Service Provider(s). All proposals will be subject to local zoning and bylaws, if applicable.

To receive a copy of the Request for Proposals (RFP), interested parties should go to the DCAMM website https://www.mass.gov/se rvices-details/telecommunication-leasing-program or contact the Project Manager at the email address below or at (857)204-1350. Complete instructions for the submission of proposals are set forth in the RFP. The Commonwealth reserves the right to reject any and all proposals it may receive.

Under the Open Enrollment process proposals will be accepted starting on October 22, 2019 at 9:00 AM extending through October 21, 2020 3:00 PM as further described in the RFP.

All Proposers are responsible for reviewing and adhering to all instructions, information, forms and requirements of the entire RFP which are all incorporated into the RFP.

Questions regarding this RFP must be submitted via email to Rayna Z. Rubin, Project Manager, at Rayna.rubin@mass.gov at DCAMM as further detailed in the RFP.

BY: Carol W. Gladstone, Commissioner
Division of Capital Asset Management and Maintenance
August 28, September 4, 11, 18

33465

Legals

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by **James J. Pratt, Jr.** to Mortgage Electronic Registration Systems, Inc., as nominee for Peoples Bank, its successors and assigns, dated June 14, 2016 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 55475, Page 8, subsequently assigned to AmeriHome Mortgage Company LLC by Mortgage Electronic Registration Systems, Inc., as nominee for Peoples Bank, its successors and assigns by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 58356, Page 301, subsequently assigned to MidFirst Bank, A Federally Chartered Savings Association by AmeriHome Mortgage Company, LLC by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 59767, Page 223 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at **2:00 PM on September 18, 2019 at 727 Chestnut Hill Avenue, Athol, MA**, all and singular the premises described in said Mortgage, to wit:

The land in Athol, Worcester County Massachusetts, on the northerly line of Benton Place and the easterly line of Chestnut Hill Avenue, being Lot #2 on "Plan of Lots prepared for Vivian M. Dooley, Berry Engineering, Inc. , 6 November 1979", recorded with the Worcester District Registry of Deeds, Plan Book 471, Plan 59, bounded and 'described as follows Beginning at a gun barrel set in the northerly line of Benton Place where it intersects the easterly line of Chestnut Hill Avenue, Thence North 12 degrees 28' 29" East, 185.29 feet by the easterly line of Chestnut Hill Avenue to a gun barrel set at the southwesterly corner of Lot #1 on said Plan, Thence South 77 degrees 31' 31" East, 197.82 feet to a gun barrel set in the stonewall, Thence South 5 degrees 24' 40" West by said stone wall 126.37 feet to a stone bound at the northerly line of Benton Place, Thence South 86 degrees 48' West by the northerly line of Benton Place 221.60 feet to the place of beginning Being the same premises as conveyed by deed and recorded with the Worcester South District Registry of Deeds in Book 55475, Page 6

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

Other terms, if any, to be announced at the sale.

MidFirst Bank
Present Holder of said Mortgage,
By Its Attorneys,
ORLANDS PC
PO Box 540540
Waltham, MA 02454
Phone: (781)790-7800
19-004273

August 28, September 4, 11, 2019

32361

Legals

PUBLIC NOTICE

"Notice is hereby given by the Town of Leyden Planning Board for a continuation of a public hearing on September 25, 2019 at 7:00pm at the Leyden Town Hall, 16 West Leyden Road, Leyden, MA for a special permit to operate a retreat center at 63 North County Road (Map 8, Lot 33) with offices at 155 Mid County Road (Map 4, Lots 11 & 26). The applicant is Odyssey Behavioral Healthcare and the new use for the existing retreat center is for a center that serves a young adult population with compulsive internet use, specifically internet gaming. The retreat center will offer education services, counseling, interpersonal skills training, and leisure skills training in a supervised environment designed for health and healing. To maximize space for clients at the retreat center, the property at 155 Mid County Road will be used for office space and administration."

Planning Board
Town of Leyden
September 11, 18

34290

Legals

**Town of Bernardston (Lead)
Gill and Rowe
Public Hearing
FY2016 CDBG Projects
Wednesday, September 25, 2019
at 6:05 p.m.
Bernardston Town Hall**

The Town of Bernardston (Gill and Rowe) will hold a public hearing on Wednesday, September 25, 2019, at 6:05 PM at Bernardston Town Hall, 38 Church Street, Bernardston MA. The purpose of this meeting will be to discuss and solicit public response to the proposal to reprogram uncommitted FY16 Community Development Block Grant funds from the Social Service Activity into the Housing Rehabilitation Activity.

Any agency or individual who wishes to be heard on this matter will be given the opportunity. If unable to attend, please submit your comments in writing to any of the Selectmen's offices prior to the hearing. The building is handicap accessible and special accommodations will be attempted upon written request to any of the Selectmen's offices.

Bernardston Board of Selectmen
Advertised in The Recorder on
September 11, 2019
September 23, 2019

34409

Legals

NOTICE OF PUBLIC HEARING

**CITY OF GREENFIELD,
MASSACHUSETTS**

Notice is hereby given that the Greenfield Planning Board will hold a public hearing on Thursday, September 19, 2019 at 7:15 p.m. at the John Zon Community Center located at 35 Pleasant Street on the application of Pacifico Energy NA c/o Kris Pitney for property located at 1417 Bernardston Road (Assessor's Tax Map R10, Lot 9) for a special permit pursuant to Sections 200-4.2(C18), 200-4.14, 200-7.15, 200-8.3, and 200-8.4 of the Zoning Ordinance in order to allow the installation of a large-scale, ground-mounted photovoltaic solar energy generating system with energy storage capacity at this location.

All interested persons should attend the hearing. For review purposes only, a copy of the application and plans is available at the Greenfield Department of Planning and Development, 20 Sanderson Street, Room 203 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.Planning Board

Charles Roberts
Chairman
September 4, 11

34036

Legals

LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September, 19th, 2019 at 6:30pm at Colrain Central School Gymnasium, 22 Jacksonville Road, Colrain, MA, 01340. The proposed Cultivation Facility is anticipated to be located at 126 Main Rd, Colrain, MA, 01340. There will be an opportunity for the public to ask questions.

September 11

34164

Legals

**LEGAL NOTICE
Town of Wendell**

Notice is hereby given that the Wendell Zoning Board of Appeals will hold a public hearing on **September 18, 2019, 7pm** at the Wendell Town Office Building at 9 Morse Village Road, Wendell pursuant to an application for a Special Permit submitted by Anna L. Boysen for a guest cottage on her property at 13 Morse Village Road lot 73, map 407, 4.623 acres on the assessor's map, Plan Book 86, Page 99. All interested parties should attend the hearing. A copy of the application is available for review at the office of the Town Clerk, 9 Morse Village Road Wendell.

September 5, 11

34067

Legals

**TOWN OF ATHOL
ZONING DEPARTMENT
ROOM 28
584 MAIN STREET
telephone: 978-249-3834
fax: 978-249-6912**

LEGAL NOTICE

The Zoning Board of Appeals will hold a public hearing on **Wednesday, September 25, 2019 in Room 21** of the Memorial Building, **584 Main St., Athol**, beginning at **7:15 p.m.** on the appeal of **Donna Anderson of 2402 Old Keene Road, Athol, MA 01331** for property located at 2402 Old Keene Road, Athol, MA Map 1 Lot 97. Donna Anderson is seeking a Special Permit for Accessory Agriculture in a Residential C District. The appeal is taken under Article II, Sec. 2.3 of the Athol Zoning Bylaws.

Signeds,

Elvin Chartrand, Chairman
Zoning Board of Appeals
September 1, 18, 2019

34298

Legals

**Bid #19-06H - Ashfield MLP
Telecommunication Distribution
Network Installation**

Term of the contract is for one (1) year or until completion of specified work.

Specifications and website instructions may be obtained by email request to procurement @wgeld.org and shall include the referenced bid #19-06H.

Sealed bids shall be electronically submitted through Westfield Gas + Electric's sourcing website https://www.wgesourcing.com or in person at 40 Turnpike Industrial Road, Westfield, MA 01085. Submittals will be accepted until 11:00 A.M. Wednesday, September 18, 2019 at which time and place they will be publicly opened and read. Any pre-bid meeting dates and/or changes to bid opening date will be announced through the website.

TOWN OF ASHFIELD,
MASSACHUSETTS
ACTING THROUGH THE ASHFIELD
MUNICIPAL LIGHT PLANT
9/2, 3, 4, 5, 6, 9, 10, 11, 12, 13
33879



**Sexual harassment
at work affects women
around the world.**

**Join the fight to make workplaces
safe for women everywhere.**

**Learn more at:
care.org/thisisnotworking**



#ThisIsNotWorking

From: Bryan Roach bryan@theatlanticfarms.com
Subject: Notice of Community Outreach Meeting
Date: September 3, 2019 at 2:02 PM
To: assessors@colrain-ma.gov, Town Coordinator bos@colrain-ma.gov, townclerk@colrain-ma.gov, Jackson McLeod jackson@theatlanticfarms.com
Bcc: Ian Larson ian@theatlanticfarms.com, Rocco Andreozzi rocco@theatlanticfarms.com

To Whom it May Concern,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **September, 19th 2019 at 6:30 PM at Colrain Central School Gymnasium, 22 Jacksonville Road, Colrain, MA 01340**. The proposed **Cultivation Facility** is anticipated to be located **126 Main Road in Colrain** and operated by Atlantic Farms Inc. There will be a presentation about Atlantic Farms' proposal and an opportunity for the public to ask questions. Please refer to PDF attached for further information.

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **September, 19th 2019 at 6:30 PM at Colrain Central School Gymnasium, 22 Jacksonville Road, Colrain, MA 01340**. The proposed **Cultivation Facility** is anticipated to be located **126 Main Road in Colrain** and operated by Atlantic Farms Inc. There will be a presentation about Atlantic Farms' proposal and an opportunity for the public to ask questions.

Information to be presented at the meeting will include:

1. The type of Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the location will be maintained securely;
3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

Notice of this meeting was published in a local newspaper of general circulation and filed with the Colrain Town Clerk, Planning Board and the Select Board at least seven (7) calendar days prior to the meeting.

Notice of this meeting was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and to abutters within 300 feet of the property line of the proposed location as they appear on the most recent applicable tax list.

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **September, 19th 2019 at 6:30 PM** at **Colrain Central School Gymnasium, 22 Jacksonville Road, Colrain, MA 01340**. The proposed **Cultivation Facility** is anticipated to be located **126 Main Road in Colrain** and operated by Atlantic Farms Inc. There will be a presentation about Atlantic Farms' proposal and an opportunity for the public to ask questions.

Information to be presented at the meeting will include:

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2. Information adequate to demonstrate that the location will be maintained securely;
3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
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Notice of this meeting was published in a local newspaper of general circulation and filed with the Colrain Town Clerk, Planning Board and the Select Board at least seven (7) calendar days prior to the meeting.

Notice of this meeting was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and to abutters within 300 feet of the property line of the proposed location as they appear on the most recent applicable tax list.

PLAN TO REMAIN COMPLIANT WITH LOCAL BYLAWS

Atlantic Farms, LLC (“Atlantic Farms”) will remain compliant at all times with the local requirements applicable to Atlantic Farms' Cultivator Establishment in the Town of Colrain.

In accordance with the Town’s proposed Zoning Bylaw amendment, Atlantic Farms’ cultivation facility is located at a property on Main Road (Parcel ID: 1240-0004-00000) in the Commercial – Industrial (CI-L) Zoning District designated for marijuana cultivation establishments. In compliance with the Commission’s regulations, the proposed facility is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades one through 12.

Atlantic Farms will apply for a Special Permit and Site Plan Review Approval from the Planning Board. The Special Permit will lapse 24 months after approval if a substantial use thereof or construction has not begun, except for good cause. Atlantic Farms will also apply for a Building Permit from the Town of Colrain Building Department. Atlantic Farms will comply with all conditions and standards set forth in any local permit required to operate a cultivation facility at the proposed location.

Atlantic Farms has already attended several meetings with various municipal officials to discuss its plans for a cultivation facility and has executed a Host Community Agreement with the Town. Atlantic Farms will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.



Bryan Roach <bryan@theatlanticfarms.com>

Request for Records of Costs Related to Atlantic Farms' Colrain Operations

Town of Colrain Coordinator <BOS@colrain-ma.gov>

Mon, May 10, 2021 at 1:48 PM

To: Bryan Roach <bryan@theatlanticfarms.com>

Cc: "ganeydn@crocker.com" <ganeydn@crocker.com>, Michael Slowinski <mikeslow@yahoo.com>

Hi Bryan,

To date the Town of Colrain has incurred no actual mitigation costs resulting from hosting Atlantic Farms, LLC. as a marijuana cultivator in the Town of Colrain. Any anticipated mitigation costs are impossible to predict and therefore quantify at this point in time.

I hope this suffices and good speaking with you earlier.

Kevin Fox

Town Administrator

Colrain

[Quoted text hidden]

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Atlantic Farms, LLC (“Atlantic Farms”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

To support such populations, Atlantic Farms has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact residents of the cities of North Adams and Greenfield (the “Target Communities”), which have been identified by the Commission as areas of disproportionate impact.

Goals

In order for Atlantic Farms to positively impact the Target Communities, Atlantic Farms has established the following goals:

1. Prioritizing the hiring of residents of Target Communities by holding annual career fairs;
2. Provide mentoring, professional, and technical services for residents of Target Communities through mentoring programs;
3. Provide business assets towards endeavors in Greenfield that will have a positive impact on the members of that community through charitable giving to the United Way of Franklin County.

Programs

Atlantic Farms has developed specific programs to effectuate its stated goals. Such programs will include the following:

1. Participating in one (1) career fair annually in each of the Target Communities (two career fairs in total per year). Career fairs will be publicized within local newspapers, including the Berkshire Eagle and Eagle Tribune. Atlantic Farms will be able to accommodate no fewer than 20 people at each career fair. Participants in the career fairs will be asked to complete a voluntary questionnaire, which will be used in part to identify residents of the Target Communities.
2. Creating a mentoring program for the Target Communities. Atlantic Farms will advertise the mentoring program in the Berkshire Eagle and the Eagle Tribune no less than twice annually. The mentoring program will provide training across one or more of the following topics: job readiness and skill development, resume writing and interviewing, marijuana business training, and marijuana compliance. Atlantic Farms will mentor one (1) individual per year and will solicit applications for the mentoring program via the

above-mentioned advertisements. As part of the application process, individuals who participate in the mentoring program will be required to complete an attestation that they are past or present residents of the Target Communities and that they are at least 21 years of age.

3. Providing, once Atlantic Farms is cash flow positive, an annual charitable donation of \$3,000.00 to the United Way of Franklin County, which is located in Greenfield, MA and works to positively impact the health, education, and financial stability of the community.

Measurements

The President will administer the Plan and will be responsible for developing measurable outcomes to ensure Atlantic Farms continues to meet its commitments. Such measurable outcomes, in accordance with Atlantic Farms' goals and programs described above, include:

1. Documenting each the career fairs Atlantic Farms attends, including the time, location, and date; advertisements placed for such career fairs; the number of participants in the career fairs; and any pertinent demographic data for participants in the career fairs (as evidenced through voluntary questionnaires);
2. Ensuring that Atlantic Farms will mentor one (1) individual from the Target Communities annually, including documentation evidencing the number of participants; advertisements placed for the mentoring program; applications received for the mentoring program; and any pertinent demographic data for participants in the mentoring program (as evidenced through the application process); and
3. Documenting the date and amount of the annual charitable donations to the United Way of Franklin County.

Beginning upon receipt of Atlantic Farms' first Provisional License from the Commission, Atlantic Farms will begin to utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The President will review and evaluate Atlantic Farms' measurable outcomes no less than once per quarter to ensure that Atlantic Farms is meeting its commitments. Atlantic Farms is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- As identified above, Atlantic Farms intends to partner with and donate to the United Way of Franklin County and acknowledges that the United Way of Franklin County has been contacted and will receive the donation described herein. A donation confirmation letter is included with this Plan.
- Atlantic Farms will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Atlantic Farms will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

D
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

**Articles of Entity Conversion of a
Domestic Business Corporation to a
Domestic Other Entity**
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

- (1) Exact name of corporation prior to conversion: Atlantic Farms, Inc.
- (2) Registered office address: 225 Cedar Hill Street, Suite 200, Marlborough, MA 01752
(number, street, city or town, state, zip code)
- (3) New name after conversion, which shall satisfy the organic law of the surviving entity:
Atlantic Farms, LLC
- (4) New type of entity: Massachusetts limited liability company
- (5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.
- (6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.
- (7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: _____

Signed by: _____

(signature of authorized individual)

(Please check appropriate box.)

- ☐ Chairman of the board of directors,
☐ President,
☒ Other officer,
☐ Court-appointed fiduciary.

on this 30th day of December, 2019



The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

- (1) The exact name of the limited liability company:

Atlantic Farms, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

225 Cedar Hill Street, Suite 200, Marlborough, MA 01752

- (3) The general character of the business:

To apply for licenses from the Massachusetts Cannabis Control Commission, and any other lawful purpose for which a limited liability company may be formed in the Commonwealth of Massachusetts

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

CT Corporation System

155 Federal Street, Suite 700
Boston, MA 02110

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Atlantic Farms Management, LLC

225 Cedar Hill Street, Suite 200, Marlborough, MA 01752

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

ADDRESS

Bryan Roach

225 Cedar Hill Street, Suite 200, Marlborough, MA
01752

Jackson McLeod

225 Cedar Hill Street, Suite 200, Marlborough, MA
01752

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

Bryan Roach

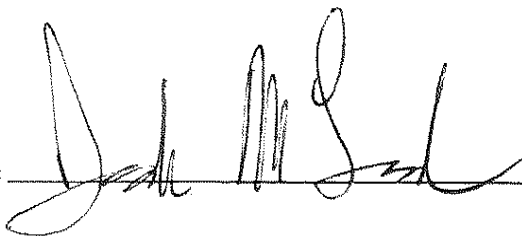
225 Cedar Hill Street, Suite 200, Marlborough, MA
01752

Jackson McLeod

225 Cedar Hill Street, Suite 200, Marlborough, MA
01752

- (9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:

I CT Corporation System

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

THE COMMONWEALTH OF MASSACHUSETTS

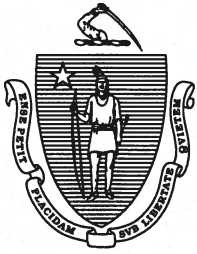
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 07, 2020 05:30 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

January 21, 2020

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

ATLANTIC FARMS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 7, 2020.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
ATLANTIC FARMS MANAGEMENT, LLC

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ATLANTIC FARMS MANAGEMENT, LLC, BRYAN ROACH, JACKSON MCLEOD**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BRYAN ROACH, JACKSON MCLEOD**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY AGREEMENT
OF
ATLANTIC FARMS LLC

This Limited Liability Company Agreement (as from time to time amended, this “Agreement”) of **ATLANTIC FARMS LLC**, a Massachusetts limited liability company (the “Company”), is effective as of January 22, 2020 (the “Effective Date”) by the undersigned sole Member and Manager. Capitalized terms used herein shall have the respective meanings specified in Article I.

ARTICLE I
DEFINITIONS

1.1. Defined Terms. As used in this Agreement the following terms have the respective meanings set forth below:

“Affiliate” means with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Ownership of more than fifty percent (50%) of the beneficial interests of an entity shall be conclusive evidence that “control” exists. For purposes of this definition, “Affiliate” shall include, with respect to any natural Person, the spouse, parents, siblings and children of such Person.

“Agreement” has the meaning set forth in the preamble hereto.

“Business Day” means any day on which banks located in Boston, Massachusetts are not required or authorized by law to remain closed.

“Capital Contributions” means, with respect to the Member, the amount of money or other property contributed to the Company with respect to the interest in the Company held or purchased by the Member, including additional Capital Contributions.

“Company” has the meaning set forth in the preamble hereto.

“Dissolution Event” has the meaning set forth in Section 7.1.

“Liquidating Agent” means the Person appointed by the Managers to oversee the winding-up and liquidation of the Company in accordance with Article VII.

“LLC Act” means the Massachusetts Limited Liability Company Act, as the same may be amended from time to time, and any successor statute thereto.

“Manager(s)” has the meaning set forth in Section 3.1.

“Member” means any Person (a) who is referred to as such on Schedule A to this Agreement, or who has become a successor Member pursuant to the terms of this Agreement, and (b) who has not ceased to be a Member.

“Person” means any individual, entity, corporation, partnership, association, limited liability company, limited liability partnership, joint-stock company, trust, or unincorporated organization.

“Sole Member” means Atlantic Farms Managment LLC, a Maine limited liability company.

“Term” has the meaning set forth in Section 2.4.

1.2. Interpretation. When a reference is made in this Agreement to an Article, Section or Schedule, such reference shall be to an Article or Section of, or a Schedule to, this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

1.3. Discretion. Whenever in this Agreement a Person is permitted or required to make a decision (a) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, such Person shall be entitled to consider only such interests and factors as it desires, including its own interests, or (b) in its “good faith” or under another expressed standard, such Person, shall act under such express standard and shall not be subject to any other or different standard imposed by any other agreement or by relevant provisions of law or in equity or otherwise.

ARTICLE II ORGANIZATIONAL MATTERS

2.1. Formation. The Company was formed on the Effective Date in accordance with the provisions of the LLC Act.

2.2. Name and Offices. The name of the Company is Atlantic Farms Management LLC. The name of the registered agent and the registered office of the Company in the Commonwealth of Massachusetts is set forth in the Certificate of Formation. The Company may maintain such other registered agent, registered office, or principal place of business and designate any places of business as the Managers may from time to time determine.

2.3. Character of Business; Purposes; Powers. To own and operate a cannabis cultivation business and to engage in any and all related activities permitted under Massachusetts law and approved by the Members. The Company shall possess and may exercise all powers

necessary or convenient to the conduct and promotion of its business, subject to any restrictions set forth herein.

2.4. Term. The term of the Company shall commence on the date of formation and shall continue until the Company is dissolved in accordance with Article VII (the “Term”).

2.5. Tax Status. At all times that the Company has only one Member (who owns 100% of the limited liability company interests in the Company), it is the intention of the Member that the Company be disregarded as an entity separate from the Member for federal, state, local and foreign income tax purposes and that the Company be treated for those purposes, but not for purposes other than taxation, as a division of the Member.

ARTICLE III MANAGEMENT AND CONTROL OF THE COMPANY

3.1. Management Structure. Except as otherwise expressly provided or restricted in this Agreement, and subject in all instances to the terms and provisions hereof, the Managers (the “Managers”) shall have complete and exclusive control of the management and conduct of the business of the Company and the authority to do all things necessary or appropriate to carry out the purpose of the Company without any further act, vote or approval of the Member. There shall be no less than one and up to four (4) Managers. The initial Manager of the Company shall be the Sole Member. A Manager may be removed at any time, with or without cause, by the Member. Each Manager shall serve until removed or until such Manager’s earlier death, resignation or incapacity. In the event any Manager dies, resigns, is incapacitated or is removed from office, the Member shall designate a successor to such Manager. The salary or other compensation, if any, of the Managers shall be fixed from time to time by the Member and the Managers. Any contract, instrument or act of any Manager on behalf of the Company shall be conclusive evidence in favor of any third party dealing with the Company that such Manager has the authority, power, and right to execute and deliver such contract or instrument and to take such action on behalf of the Company.

3.2. Powers of the Managers. The Managers shall have the right and authority to take those actions that it deems necessary, useful, or appropriate for the oversight and management of the Company’s business, as set forth in this Agreement or the LLC Act. Each Manager shall have one (1) vote and, except as otherwise provided in this Agreement, the Managers shall act by the unanimous consent of the Managers.

3.3. Delegation or Appointment by Managers. The Managers may delegate to any officer of the Company, if any, or to any other Person or entity the authority to act on behalf of the Company as the Managers may from time to time deem appropriate in his or her sole discretion. The salaries or other compensation, if any, of the officers and agents, if any, of the Company shall be fixed from time to time by the Managers. Except as otherwise provided by the Managers, when the taking of that action has been authorized by the Managers, the Managers or any officer, if any, of the Company, or any other Person specifically authorized by the Managers, may execute any contract or other agreement or document on behalf of the Company. The Managers may appoint, employ, or otherwise contract with those other Persons or entities

for the transaction of the business of the Company or the performance of services for or on behalf of the Company as the Managers shall determine in their sole discretion.

3.4. Duties; Exculpation.

(a) For purposes of this Agreement, “Covered Persons” means the Managers, the Member, any officers, any Affiliate of any of the Managers or Member and any officer, director, shareholder, partner or employee of any of the Managers or Member and their respective Affiliates, and any officer, employee or expressly authorized agent of the Company or its Affiliates.

(b) Each Covered Person shall devote to the affairs of the Company such time as may be reasonably necessary to carry out his or her obligations hereunder. Each Covered Person shall perform his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(c) The Member, whether acting as Member or in any other capacity, shall not be liable to the Company or to the Managers for any loss, damage or claim incurred by reason of any act or omission (whether or not constituting negligence or gross negligence) performed or omitted by the Member in good faith, and no other Covered Person shall be liable to the Company, the Member or the Managers for any loss, damage or claim incurred by reason of any act or omission (whether or not constituting negligence) performed or omitted by the Covered Person in good faith and in a manner reasonably believed to be within the scope of authority conferred on the Covered Person by this Agreement, except that a Covered Person (other than the Member, irrespective of the capacity in which it acts) shall be liable for any loss, damage or claim incurred by reason of the Covered Person’s gross negligence and a Covered Person (including the Member) shall be liable for any loss, damage or claim incurred by reason of the Covered Person’s willful misconduct.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within the professional or expert competence of that Person, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid. The foregoing provision shall in no way be deemed to reduce the limitation on liability of the Member provided in Section 3.4(c).

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or the Managers, a Covered Person acting under this Agreement shall not be liable to the Company, the Member or the Managers for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace any other duties and liabilities of the Covered Person.

(f) All provisions of Sections 3.4 and 3.5 shall apply to any former Member or Manager of the Company for all actions or omissions taken while that Person was the Member or the Manager, as applicable, of the Company to the same extent as if that Person were still the Member or the Manager, as applicable, of the Company.

3.5. Indemnification.

(a) To the fullest extent permitted by applicable law, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member by reason of any act or omission (whether or not constituting negligence or gross negligence) performed or omitted and any other Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by that Covered Person by reason of any act or omission (whether or not constituting negligence) performed or omitted by that Covered Person in good faith and in a manner reasonably believed to be within the scope of authority conferred on that Covered Person by this Agreement, except that no Covered Person (other than the Member, irrespective of the capacity in which it acts) shall be entitled to be indemnified in respect of any loss, damage or claim incurred by that Covered Person by reason of gross negligence and no Covered Person (including the Member) shall be entitled to be indemnified in respect of any loss, damage or claim incurred by that Covered Person by reason of willful misconduct with respect to those acts or omissions; but any indemnity under this Section 3.5 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company before the final disposition of the claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay that amount if it shall be determined that the Covered Person is not entitled to be indemnified under this Section 3.5.

(c) The Member may provide or the Company may purchase and maintain insurance, to the extent and in amounts the Managers shall, in their sole discretion, deem reasonable, on behalf of Covered Persons and other Persons as the Managers shall determine, against any liability that may be asserted against or expenses that may be incurred by that Person in connection with the activities of the Company, regardless of whether the Company would have the power to indemnify that Person against the liability under this Agreement.

3.6. Other Activities of the Managers. Nothing in this Agreement shall be deemed to restrict in any way the rights of the Managers or of any Affiliate of a Manager, to conduct any other business or activity whatsoever, and each Manager shall not be accountable to the other Manager, the Company or to the Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to each Manager's rights (or the rights of its Affiliates) to maintain, expand, or diversify any other interests and activities and to receive and enjoy profits or compensation therefrom free from any interest therein by the Company, the other Managers or the Member in accordance with this Agreement. Each Manager and the Member waives any

right it might otherwise have to share or participate in any other interests or activities of the other Managers.

3.7. Meetings of the Managers. Meetings of the Managers may be called by any Manager. Notice of each such meeting shall be given to each Manager by telephone, electronic mail, or similar method (in each case, notice shall be given at least forty-eight (48) hours before the time of the meeting) or sent by first-class mail (in which case notice shall be given at least five (5) days before the meeting). Any action required to be taken at a meeting of the Managers, or any action that may be taken at a meeting of the Managers, may be taken at a meeting held by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other. Notwithstanding anything to the contrary in this Section 3.5, the Managers may take without a meeting any action that may be taken by the Managers under this Agreement if such action is approved by the written consent of the Managers.

3.8. Officers. The Company may have one or more of the following officers as determined by the Managers from time to time: President, Secretary, Treasurer, and other officers the Managers may appoint from time to time. Any officers may be appointed and removed at the will of the Managers. If any officers are appointed by the Managers, they shall perform those functions specified by the Managers.

ARTICLE IV THE MEMBER

4.1. Interests. The Member shall own one hundred percent (100%) of the membership interests in the Company.

4.2. Member Is Not Agent. Pursuant to Article III, the management of the Company is vested in the Managers. The Member shall have no power to participate in the management of the Company except as expressly authorized by this Agreement and except as expressly required by the LLC Act. The Member, acting solely in the capacity of a Member, shall not be an agent of the Company or, unless expressly and duly authorized in writing to do so by the Managers, shall not have any power or authority to (a) bind or act on behalf of the Company in any way, (b) pledge its credit, (c) execute an instrument on its behalf, or (d) render it liable for any purpose. The Member shall not owe any duty or obligation to the Company solely by being a Member of the Company, except as expressly provided herein.

4.3. Member Liability. The Member shall not be liable under a judgment, decree, or order of a court, or in any other manner, for the debts or any other obligations or liabilities of the Company. The Member shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its capital account or to lend any funds to the Company or, after its Capital Contributions have been made, to make any additional contributions, assessments, or payments to the Company except as required by the express terms of this Agreement, provided that a Member may be required to repay distributions made to it as provided in the LLC Act or any successor provision.

4.4. Transactions Between a Member and the Company. Except as otherwise provided by applicable law, upon the consent of the Managers, the Member may, but shall not be obligated to, lend money to the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a Person who is not a Member; provided, that the terms of any such transaction shall be comparable to those negotiated by unrelated parties on an arm's length basis (as determined by the Managers). A Member, any Affiliate thereof or an employee, stockholder, agent, director, manager, member, or officer of a Member or any Affiliate thereof, may also be a Manager, officer, employee, or agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of the Member.

ARTICLE V CAPITAL CONTRIBUTIONS

5.1. Capital Contributions. The Member's capital contribution to the Company shall be reflected in the books and records of the Company.

5.2. Additional Contributions. Except as set forth in Section 5.1, the Member shall not be required to make any additional Capital Contributions.

5.3. Status of Capital Contributions. Except as approved by the Managers: (a) no part of the contributions of the Member to the capital of the Company may be withdrawn by the Member; (b) the Member shall not be entitled to receive interest on its contributions to the capital of the Company; and (c) the Member shall not have the right to demand or receive property other than cash in return for the Member's contribution to the Company.

ARTICLE VI DISTRIBUTIONS

6.1. Distributions. Distributable cash shall be distributed to the Member at such times and in such amounts as the Managers deem appropriate. Notwithstanding any other provision of this Agreement, distributions shall be made only in compliance with the LLC Act.

6.2. Final Distribution. The final distributions following dissolution of the Company shall be made in accordance with the provisions of Article VII.

ARTICLE VII DISSOLUTION AND TERMINATION OF THE COMPANY

7.1. Dissolution. There will be a dissolution of the Company, and its affairs shall be wound up, upon the first to occur of any of the following events (each, a "Dissolution Event"):

(a) The unanimous election by the Managers to dissolve the Company as of the last Business Day of the fiscal year in which all Company assets have been sold or otherwise disposed;

(b) The unanimous election of the Managers to dissolve the Company upon the happening of any event that makes it unlawful, impossible or impracticable to carry on the Company's activities, as determined by the Managers; or

(c) Any other event which causes dissolution under the LLC Act.

7.2. Bankruptcy, Dissolution or Resignation of a Member. The Member may resign from the Company at such time as it shall determine. The bankruptcy or dissolution of the Member shall not in and of itself dissolve or terminate the Company.

7.3. Winding Up; Liquidation of Assets. Upon the dissolution of the Company, the Liquidating Agent shall proceed, subject to the provisions of this Article VII, and the Company's liabilities and obligations to its creditors shall be paid or adequately provided for prior to any distributions to the Member. After payment or provision for the payment of all liabilities and obligations of the Company, the remaining assets, if any, shall be distributed to the Member.

7.4. Distributions in Cash or in Kind. Upon the dissolution of the Company, the Liquidating Agent shall use commercially reasonable efforts to liquidate all of the Company's assets in an orderly manner and apply the proceeds of such liquidation as set forth in Section 7.3; provided that the Liquidating Agent shall have discretion to not liquidate a Company asset the Liquidating Agent believes, in his or her reasonable discretion, should not be liquidated; and provided, further, that the Liquidating Agent will in good faith attempt to liquidate sufficient Company assets to satisfy in cash (or make reasonable provision for) the debts and liabilities referred to in Section 7.3.

7.5. Time for Liquidation. A reasonable time period shall be allowed for the orderly winding-up and liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Liquidating Agent to seek to minimize potential losses upon such liquidation. The provisions of this Agreement shall remain in full force and effect during the period of winding-up and until the filing of a certificate of cancellation of the Certificate of Formation with the Secretary of the Commonwealth of Massachusetts.

7.6. Termination. Upon completion of the foregoing, the Liquidating Agent shall execute, acknowledge, and cause to be filed a certificate of cancellation of the Certificate of Formation with the Secretary of the Commonwealth of Massachusetts.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. This Agreement may be executed by facsimile or PDF via email.

8.2. Headings. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

8.3. Assignment. The Member may transfer or assign (including as a pledge or other collateral assignment) in whole or in part its limited liability company interest. In connection

with a voluntary transfer or assignment by the Member of its entire limited liability company interest in the Company (not including a pledge or collateral assignment or any transfer as a result thereof):

- (a) the Member will cease to be a member of the Company;
- (b) the assignee will automatically and simultaneously be admitted as the successor Member without any further action at the time the voluntary transfer or assignment becomes effective under applicable law; and
- (c) the Company shall be continued without dissolution.

In connection with a partial assignment or transfer by the Member of its limited liability company interest (not including a pledge or collateral assignment or any transfer as a result thereof), unless this Agreement is amended to reflect the fact that the Company will have more than one member, the assignee or transferee shall not be admitted as a member of the Company and shall not have any rights as a member other than the right to receive any distributions that are payable in respect of the interest transferred.

8.4. Severability. Every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

8.5. Applicable Law; Jurisdiction. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

8.6. Amendments. This Agreement may not be amended except by the written consent of the Member.

8.7. Third Party Beneficiaries. Except as contemplated by Sections 3.4 and 3.5, nothing in this Agreement, express or implied, is intended to confer upon any Person, other than the parties hereto and their respective successors, any benefits, rights or remedies.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned Member and Manager have duly executed this Limited Liability Company Agreement of Atlantic Farms LLC as of the Effective Date.

SOLE MEMBER:

Atlantic Farms Management LLC

DocuSigned by:

Bryan Roach

5F83750AB49244D...

By:

Its: Manager

MANAGER:

Atlantic Farms Management LLC

DocuSigned by:

Bryan Roach

5F83750AB49244D...

By:

Its: Manager

SCHEDULE A

ATLANTIC FARMS LLC	
Member and Interest as of Effective Date	
<u>Member Name and Address</u>	<u>Percentage Interest</u>
Atlantic Farms Management LLC 460 Warren Avenue Portland, ME 04103	100%
TOTAL	100%

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, BRYAN ROACH, an authorized representative of Atlantic Farms, LLC, certify that Atlantic Farms, LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



1/16/20
Date

Name: BRYAN ROACH

Title: PRESIDENT

Entity: Atlantic Farms, LLC



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JACKSON MCLEOD
ATLANTIC FARMS LLC
225 CEDAR HILL ST STE 200
MARLBOROUGH MA 01752-5900

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ATLANTIC FARMS LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

ATLANTIC FARMS, LLC

Business Plan

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1. EXECUTIVE SUMMARY

1.1 Mission Statement

Atlantic Farms, LLC (“**Atlantic Farms**”) is a Massachusetts limited liability company that is committed to operating a compliant, safe, and high-quality Marijuana Cultivation Establishment (“**ME**”) in the Commonwealth of Massachusetts. Atlantic Farms seeks to establish itself as an industry leader through excellence in operational protocol, security systems, product quality, and community integration.

1.2 Product

Atlantic Farms will cultivate and process high-quality cannabis compliant with the guidelines and regulations set out by the Commission. Atlantic Farms will cultivate a wide range of sativa, indica, and hybrid cannabis flower strains to serve the wide variety of customer needs and preferences.

1.3 Customers

Atlantic Farms’ target customers are licensed Marijuana Product Manufacturers and Retailer Establishments in the Commonwealth purchasing wholesale marijuana.

1.4 What Drives Us

Atlantic Farms’ goals include cultivating safe and high-grade cannabis for wholesale. Atlantic Farms also strives to contribute to the local economy and community by providing jobs, organizing employee volunteer days and industry specific training classes to prospective employees.

2. COMPANY DESCRIPTION

2.1 Corporate and Application Status

Atlantic Farms is a Massachusetts limited liability company in good standing that is applying for a license from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate an adult use Marijuana Cultivation Establishment (“**ME**”) in the Commonwealth. Atlantic Farms is a cannabis company focused on sustainable agriculture, consumer education, and local community. Atlantic Farms looks to enter the emerging cannabis marketplace on the ground floor. Implementation of The Massachusetts Marijuana Legalization Initiative (also known as ‘Question 4’) represents a once-in-a-lifetime opportunity for entrepreneurs, the Commonwealth of Massachusetts, and local municipalities alike. For Atlantic Farms, this opportunity represents a chance to commercialize the emerging cannabis market in an environmentally and socially conscious manner. Atlantic Farms is committed to sustainable agricultural practices, focusing on greenhouse and seasonal field production, harnessing the power of the sun and reducing dependence on fossil fuels.

Atlantic Farms will file an application for licensure consisting of three (3) packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet, in addition to submission of the required fees.

2.2 Operations

Atlantic Farms has executed a Lease for a property located on Main Road (Parcel ID: 1240-0004-00000) in Colrain. The property consists of approximately 50,000 square feet of farmland, and Atlantic Farms intends to construct a new structure for its cultivation operations. There will be ample parking on site for Atlantic Farms' registered agents.

Atlantic Farms' facility will be designed with the specific intentions of ensuring employee and community safety and promoting a smooth, efficient flow of operations throughout the facility. Atlantic Farms will meticulously invest in security, interior design, quality control, product testing, and staff training.

Atlantic Farms will cultivate its own marijuana flower, which will be sold wholesale to other licensed Marijuana Establishments in the Commonwealth,

2.3 Inventory Procedures

Atlantic Farms will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana product; conduct a monthly inventory of finished and stored marijuana, conduct a comprehensive inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Atlantic Farms will track all marijuana product using a seed-to-sale methodology in a form and manner approved by the Commission. Such procedures have a well-established track record in the industry of preventing internal diversion of product.

Atlantic Farms will maintain records that will be available for inspection by the Commission and host upon request. The records will be maintained in accordance with generally accepted accounting principles (GAAP). Records will be maintained for at least 12 months.

Additional information on Atlantic Farms' inventory procedures are available in the Inventory Procedures document included with this submission.

2.4 Security

Atlantic Farms will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Atlantic Farms' state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Colrain Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Atlantic Farms' registered agents and other authorized visitors (e.g. contractors, vendors) ages 21 years and older will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Atlantic Farms will maintain a current list of individuals with access.

On-site consumption of marijuana by Atlantic Farms' employees and visitors will be strictly prohibited. Atlantic Farms will have security personnel on-site during business hours.

Additional information on Atlantic Farms' security plan is available in the Security Plan document included with this submission.

2.5 Benefits to the Town of Colrain

Atlantic Farms looks forward to working cooperatively with the Town of Colrain to ensure that Atlantic Farms operates as a responsible, contributing member of the local community. Atlantic Farms anticipates establishing a mutually beneficial relationship with the Town in exchange for permitting Atlantic Farms to site and operate in the Town. The Town stands to benefit in various ways, including but not limited to the following:

- a. Jobs.** Atlantic Farms estimates adding 4-6 full-time jobs in the first year, with a preference for hiring qualified Colrain residents, in addition to hiring qualified local contractors and vendors.
- b. Host Community Agreement.** A Host Community Agreement, under which Atlantic Farms will make significant community impact payments to the Town, will mitigate any potential negative fiscal impact on the Town.
- c. Access to Quality Legal Product for Consumers.** Atlantic Farms' operations will increase access to consistent, high-quality marijuana that is regulated and tested for cannabinoid content and contaminants for eligible consumers in the Commonwealth. This

will help to eliminate the current black market, in which consumers are not required to verify their age and marijuana products are not tested.

- d. Local Property Tax Revenue.** The Town will receive additional tax revenue through the payment of property taxes.
- e. Control.** In addition to the Commission, the Colrain Police Department and other municipal departments will have oversight over Atlantic Farms' security systems and processes.
- f. Responsibility.** Atlantic Farms is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.
- g. Economic Development.** Atlantic Farms' project will contribute to the overall economic development of the local community.

2.6 Zoning and Local Compliance

Atlantic Farms, LLC ("Atlantic Farms") will remain compliant at all times with the applicable local zoning requirements set forth in the Town of Colrain Zoning Bylaws. In accordance with the Town's proposed Zoning Bylaw amendment, Atlantic Farms' cultivation facility is located at a property on Main Road (Parcel ID: 1240-0004-00000) in the Commercial – Industrial (CI-L) Zoning District designated for marijuana cultivation establishments.

In compliance with the Commission's regulations, the proposed facility is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades one through 12. Atlantic Farms will apply for a Special Permit and Site Plan Review Approval from the Planning Board and will comply with all conditions and standards set forth in any local permit required to operate a cultivation facility at the proposed location.

Atlantic Farms has already attended several meetings with various municipal officials to discuss its plans for a cultivation facility and has executed a Host Community Agreement with the Town. Atlantic Farms will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

3. MARKET RESEARCH

3.1 Industry

33 States and Washington D.C have laws broadly legalizing marijuana use. Approximately 60% of Americans support the legalization of marijuana, with 89% of Americans supporting the legalization of marijuana use for medical purposes.

According to a recent study released by the Massachusetts Department of Public Health, over 21 percent of adults in Massachusetts have used marijuana within the last 30 days. In Massachusetts, marijuana sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.2 Customers

Atlantic Farms' target customers are licensed Marijuana Product Manufacturers and Retailer Establishments in the Commonwealth purchasing wholesale marijuana.

3.3 Competitors

Atlantic Farms' main competitors will include other licensed Marijuana Cultivators in the Commonwealth.

3.4 Competitive Advantage

Atlantic Farms' executives are experienced cannabis industry professionals who will bring their cultivation knowledge and expertise to the Commonwealth. Atlantic Farms feels confident that its experience in effective cannabis operations, superior product quality and selection will yield a positive reputation for Atlantic Farms within the Commonwealth that competitor establishments may not be able to achieve.

4. PRODUCT / SERVICE

4.1 Products

Atlantic Farms will cultivate and process high-quality cannabis compliant with the guidelines and regulations set out by the Commission. Atlantic Farms will cultivate a wide range of sativa, indica, and hybrid cannabis flower strains to serve the wide variety of customer needs and preferences.

4.2 Cultivation and Product Manufacturing Procedures

Atlantic Farms' cultivation procedures will be fully compliant with the Commission's detailed operational requirements set forth in 935 CMR 500.000 et seq.

Additional information on Atlantic Farms' policies and procedures is available in the cultivation policies and procedures narrative included with this application.

4.3 Pricing Structure

When determining the appropriate pricing structure, Atlantic Farms will continually strive to find the perfect balance between affordability for customers and preventing the diversion of product to the black market.

5. MARKETING & SALES

5.1 Growth Strategy

Atlantic Farms' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs; and
3. A caring and thoughtful staff made of highly-trained, consummate professionals

5.2 Communication

Atlantic Farms will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Atlantic Farms will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Atlantic Farms will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular online information platforms such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram and Facebook;
5. Opt-in direct communications; and
6. Partnership with local businesses.

Atlantic Farms will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Atlantic Farms will market its products and services to reach a wide range of qualified customers.

5.3 Product Packaging

Atlantic Farms will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.”

5.4 Branding and Logos

Atlantic Farms will develop logos and branding that complies with state regulations and that will distinguish Atlantic Farms from its competitors. Atlantic Farms will file for trademark protection at the state level, and when permissible, at the federal level.

An image of Atlantic Farms’ logo is below.



6. FINANCIAL SUMMARY

Atlantic Farms is well-funded and is expected to have the ability to leverage its executives’ operational experience to establish a successful, compliant operation in a timely manner.

6.1 Financial Projections

	2020	2021	2022	2023
Revenues				
THC Flower	\$ 900,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00
THC Trim	\$ 168,750.00	\$ 262,500.00	\$ 262,500.00	\$ 262,500.00
gross sales	\$ 1,068,750.00	\$ 1,662,500.00	\$ 1,662,500.00	\$ 1,662,500.00
less: returns & allow	\$ 106,875.00	\$ 166,250.00	\$ 166,250.00	\$ 166,250.00
net sales	\$ 961,875.00	\$ 1,496,250.00	\$ 1,496,250.00	\$ 1,496,250.00
cost of goods sold	\$ 61,400.00	\$ 111,100.00	\$ 111,100.00	\$ 111,100.00
gross profit	\$ 900,475.00	\$ 1,385,150.00	\$ 1,385,150.00	\$ 1,385,150.00
Operation expenses	\$ 288,562.41	\$ 373,651.10	\$ 373,651.10	\$ 373,651.10
Income <loss> from operations	\$ 611,912.59	\$ 1,011,498.90	\$ 1,011,498.90	\$ 1,011,498.90
Profit Margin	57%	61%	61%	61%
Operation Expenses				
Rent	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Farm Labor	\$ 84,836.16	\$ 141,393.60	\$ 141,393.60	\$ 141,393.60
Harvest Labor	\$ 22,500.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
incidentals	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
security system monitoring	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Repairs	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Testing	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
packaging	\$ -	\$ -	\$ -	\$ -
Cultivation license fee	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Canopy license fee	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Surety Bond	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
quick books	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
book keeping	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
legal fees	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
marketing budget	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Office Expenses	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Managers Salary	\$ 65,460.00	\$ 65,460.00	\$ 65,460.00	\$ 65,460.00
general liability insurance	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Product liability insurance	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Vehicle insurance / registration	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
seed to sale software	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
security audit	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
local tax	\$ 28,856.25	\$ 44,887.50	\$ 44,887.50	\$ 44,887.50
Total Operation expenses	\$ 288,562.41	\$ 373,651.10	\$ 373,651.10	\$ 373,651.10
COGS				
fuel	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
seed/clone	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
soil / potting mix	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
soil amendments	\$ 9,500.00	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
nutrients	\$ 6,200.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
IPM	\$ 4,500.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00
pesticide / fungicide	\$ 2,200.00	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00
electricity	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
heat	\$ 4,000.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
miscellaneous grow supplies	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total COGS	\$ 61,400.00	\$ 111,100.00	\$ 111,100.00	\$ 111,100.00

TEAM

6.2 General

Atlantic Farms has assembled a Management Team with a combined experience that includes financial modeling, outdoor and indoor cannabis cultivation, cannabis manufacturing, management, finance, and cannabis compliance.

7.1 Executive Management Team

7.1.1

Mr. Ian Larson a native Rhode Islander who has made a career in film and television and real estate development. Mr. Larson has a Bachelor of Arts in New Media from the University of Maine at Orono. His career started in Maine working with the National Science Foundation recording Native American language from Passamaquoddy elders. After this work Mr. Larson moved into a feature film and television career in the greater Boston area as a location manager and producer. His clients have included HBO, Warner Brothers, Lions Gate, Sony Screen Gems, and Disney. Alongside his career in film and television, Mr. Larson has developed several real estate projects, sharpening the skills needed to navigate commercial real estate and the financing of these projects. In 2016 Mr. Larson joined a group of business partners to purchase a 9,800 square foot commercial building in Providence, RI and successfully leased several spaces in the building that created a positive cash flow in the first year of operation. Mr. Larson's real estate endeavors also include the purchase of property in western Maine where, as a licensed caregiver, he has successfully implemented a Medical Marijuana business. This experience exposed Mr. Larson to his love of outdoor and greenhouse cultivation of cannabis and furthered his interest in developing a cannabis business.

7.1.2

Mr. Bryan Roach is a United States Coast Guard Licensed Captain and a graduate of the University of Maine at Orono with Bachelor of Art in Political Science and Business Administration. After graduating college, Mr. Roach left the United States to work on operating and managing charter yacht businesses abroad. Over the last seven years, Mr. Roach has captained several multi-million-dollar yachts and also managed the respective charter businesses associated with these vessels. This early career path helped to refine a unique set of business skills. Mr. Roach's responsibilities in the charter yacht business included finance reporting, budgeting, marketing, customer service, government relations, and maintaining safety standards. In 2017, Mr. Roach founded GeoCharter, a company that sells yacht charters around the globe. Mr. Roach has applied his experience completing over one hundred charters abroad to planning, booking, and executing charter yacht vacations for his clients. Mr. Roach is passionate and excited to bring his business and financial experience into the emerging cannabis industry in Massachusetts.

7.1.3

Mr. Jackson McLeod received a Bachelor of Science in Mechanical Engineering from the University of Maine at Orono. A professional background as a mechanical design engineer developing industrial automation provided the opportunity to learn the skills required to bring

projects from concept to completion. This experience also exposed Mr. McLeod to the world of Lean Manufacturing, minimizing waste of any manufacturing process without affecting productivity. In addition to Mr. McLeod's engineering experience, he co-founded Fluid Farms, an organic produce company focused on greenhouse production. This experience developed the skill sets needed to upstart a small-scale produce company and successfully manage greenhouse production while maintaining food safety as the number one priority. In the process of building Fluid Farms Mr. McLeod raised nine thousand dollars through a Kickstarter project and one hundred-thousand dollars in several equity deals. The experience gained over 6 six years of growing and running an agriculture business is invaluable. Lastly, Mr McLeod has been a registered caregiver under Maine's Medical Marijuana program since 2011. This experience exposed Mr. McLeod to the horticultural skill sets needed to successfully manage indoor, outdoor and greenhouse cannabis production. Additionally, Mr. McLeod constructed and operated light-deprivation greenhouses for the 2017 grow season, doubling seasonal production and his horticulture knowledge base.

7.1.4

Mr. Rocco Andreozzi a Rhode Island native received a degree in Finance and Business Administration from the University of Maine in Orono. Shortly after graduation, he went on to become a Nationally Board-Certified Hearing Instrument specialist and began his career of helping the hearing impaired regain connection with the sounds, and people in their life. With his passion for helping people, Rocco is also the Audiology Dept. head for NEVOSH, a nonprofit group that runs annual medical missions to Central America. Over his first 4 years, Rocco grew 4 profitable practices across the state of Maine for Beltone New England, by focusing on the patient experience and ability to learn and grow his knowledge and skill set in Medical/Retail sales. After 4 years of consistent top-level sales performance, Rocco was promoted to Regional director, and now leads a team of 45 employees across 27 practices in the Northern New England market which topped 12 million dollars in revenue in 2017. The last 3.5 years of managing his territory (ME, NH, VT, MA), has taught him a keen understanding of how to develop high performing teams using the EOS system (Entrepreneurial operating system), which focuses on process, accountability, core values, and efficient flow of information in the organization. Rocco has a natural ability to develop meaningful relationships with the team he leads. The emerging cannabis market presents an amazing opportunity for him to apply these skills for Atlantic Farms 3 retail locations.

7. CONCLUSION

Atlantic Farms has the experience and know-how to safely and efficiently cultivate high quality, consistent, laboratory-tested marijuana in the Commonwealth.

Atlantic Farms is well-funded and well-positioned in the Massachusetts market and will contribute to the growth of the industry through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Atlantic Farms looks forward to working cooperatively with the Commission and the local municipality to help spread the benefits this market will yield.

PLAN FOR OBTAINING LIABILITY INSURANCE

Atlantic Farms, LLC (“Atlantic Farms”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Atlantic Farms will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Atlantic Farms will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Atlantic Farms will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

DIVERSITY PLAN

Overview

Atlantic Farms, LLC (“Atlantic Farms”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

To support such populations, Atlantic Farms has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Atlantic Farms’ operations.

Goals

In order for Atlantic Farms to promote diversity and equity in its operations, Atlantic Farms has established the following goals:¹

1. Increase the number of Women working with Atlantic Farms to 10% of its staff and provide tools to ensure their success.
2. Increase the number of Veterans working with Atlantic Farms to 10% of its staff and provide tools to ensure their success.
3. Provide access for and assisting Women and/or Veterans to achieve their goal of entering the adult use marijuana industry.
4. Increasing the number of Women and Veterans in management and executive positions in the establishment to 10% and providing tools to ensure their success.

Programs

Atlantic Farms has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Advertise job opportunities in diverse publications including the Berkshire Eagle and the Eagle Tribune, as positions become available but no less than two (2) job advertisements per quarter during hiring periods.
2. Provide quarterly internal workplace newsletters to current team members that encourage them to recommend for hire Women and Veterans.
3. Hosting or participating in at least two (2) career fairs annually with an emphasis on hiring Women and Veterans.

¹ The above goals and percentages were provided at the Commission’s request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards.

Measurements

The President will administer the Plan and will be responsible for developing measurable outcomes to ensure Atlantic Farms continues to meet its commitments. Such measurable outcomes, in accordance with Atlantic Farms' goals and programs described above, include:

- Documenting **4** workplace newsletters provided to employees per year and demographic information related to the hiring recommendations received from such employees.
- Documenting at least **2** career fairs hosted or participated in each year and documenting demographic information related to the applications received and individuals hired as a result of the career fairs
- Documenting the number and frequency of job opportunities advertised in the Berkshire Eagle and the Eagle Tribune and documenting demographic information related to the applications received and individuals hired as a result of these advertisements. Atlantic Farms will document at minimum **2** job advertisements per quarter during hiring periods.

Beginning upon receipt of Atlantic Farms' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Atlantic Farms will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The President will review and evaluate Atlantic Farms' measurable outcomes no less than once a year to ensure that Atlantic Farms is meeting its commitments. Atlantic Farms is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Atlantic Farms will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Atlantic Farms will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Atlantic Farms, LLC (“Atlantic Farms”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Atlantic Farms agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

In the event Atlantic Farms discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Atlantic Farms will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Atlantic Farms will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Atlantic Farms will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Atlantic Farms will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Atlantic Farms packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Atlantic Farms’ website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Atlantic Farms, LLC (“Atlantic Farms”) will comply with the following sanitary requirements:

1. Any Atlantic Farms agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Atlantic Farms agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Atlantic Farms’ hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Atlantic Farms’ production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Atlantic Farms’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Atlantic Farms will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Atlantic Farms’ floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Atlantic Farms’ facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Atlantic Farms’ buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Atlantic Farms will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Atlantic Farms acknowledges and understands that the Commission may require Atlantic Farms to demonstrate the intended and actual use of any toxic items found on Atlantic Farms’ premises;

11. Atlantic Farms will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Atlantic Farms' needs;
12. Atlantic Farms' plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Atlantic Farms will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Atlantic Farms will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Atlantic Farms will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Atlantic Farms' vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Atlantic Farms will ensure that Atlantic Farms' facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Atlantic Farms will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Atlantic Farms to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Atlantic Farms will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Atlantic Farms for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited

to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Atlantic Farms' marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Atlantic Farms' environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Atlantic Farms' marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Atlantic Farms acknowledges and understands that the Commission may require additional testing.

Atlantic Farms' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Atlantic Farms and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Atlantic Farms will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Atlantic Farms acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Atlantic Farms' marijuana at a laboratory providing marijuana testing services will comply with 935

CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Atlantic Farms for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Atlantic Farms may create sample of Marijuana flower (“Marijuana”) to be provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana. Quality Control Samples and employee feedback regarding such samples will allow Atlantic Farms to produce the highest quality Marijuana Products for distribution on the adult use market.

Quality Control Samples provided to employees may not be consumed on Atlantic Farms’ Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Atlantic Farms will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and

3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.”

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Atlantic Farms will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Atlantic Farms, LLC (“Atlantic Farms”) will securely maintain personnel records, including registration status and background check records. Atlantic Farms will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Atlantic Farms and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Atlantic Farms will undergo a detailed background investigation prior to being granted access to a Atlantic Farms facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Atlantic Farms pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Atlantic Farms will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Atlantic Farms will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Atlantic Farms will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Atlantic Farms or the Commission.

Personnel Policies and Training

As outlined in Atlantic Farms' Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Atlantic Farms agents are required to complete training as detailed in Atlantic Farms' Qualifications and Training plan which includes but is not limited to Atlantic Farms' strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Atlantic Farms will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Atlantic Farms operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING PROCEDURES

General Overview

Atlantic Farms, LLC (“Atlantic Farms”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Atlantic Farms documents. Records will be stored at Atlantic Farms in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Atlantic Farms is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Atlantic Farms’ quarter-end closing procedures. In addition, Atlantic Farms’ operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Atlantic Farms.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Atlantic Farms and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Atlantic Farms will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Atlantic Farms will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all

damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Incident Reporting Records
 - Within ten (10) calendar days, Atlantic Farms will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Atlantic Farms for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Atlantic Farms' jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Atlantic Farms will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Atlantic Farms agents present during the disposal or other handling, with their signatures. Atlantic Farms will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Atlantic Farms is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Atlantic Farms will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Atlantic Farms' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.

- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Atlantic Farms shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Atlantic Farms closes, all records will be kept for at least two (2) years at Atlantic Farms' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Atlantic Farms will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Atlantic Farms' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Atlantic Farms' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Atlantic Farms operations, which will be reported to the Commission; or

- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - A list of all board of directors, members, and executives of Atlantic Farms, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Atlantic Farms' website.
 - Policies and procedures for the handling of cash on Atlantic Farms premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
 - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
 - Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Atlantic Farms shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Atlantic Farms will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

MAINTAINING OF FINANCIAL RECORDS

Atlantic Farms, LLC's ("Atlantic Farms") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Atlantic Farms.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Atlantic Farms determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Atlantic Farms shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

Atlantic Farms, LLC (“Atlantic Farms”) will ensure that all employees hired to work at a Atlantic Farms facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Atlantic Farms will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Atlantic Farms discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Atlantic Farms will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Atlantic Farms’ agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Atlantic Farms Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Atlantic Farms or by a third-party vendor engaged by the Atlantic Farms. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Atlantic Farms Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Atlantic Farms Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.

- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Atlantic Farms Agents which shall include:
 - Conduct of Atlantic Farms Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Atlantic Farms will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Atlantic Farms’ records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Atlantic Farms Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Atlantic Farms to maintain designation as a Responsible Vendor. Once the Atlantic Farms Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

Atlantic Farms, LLC (“Atlantic Farms”) has developed the following Energy Compliance Plan to ensure that its proposed Cultivation facility remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.000. Atlantic Farms will update this plan as necessary and has already provided relevant documentation to the Commission during Architectural Review. Atlantic Farms will continue to provide any necessary documentation to Commission Investigators during inspections processes.

Energy Efficiency and Equipment Standards

Atlantic Farms will maintain compliance at all times with the Commission’s minimum energy efficiency and equipment standards and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control. Atlantic Farms will adopt and use additional best management practices as determined by the Commission to reduce energy.

Outdoor Cultivation

Atlantic Farms’ outdoor cultivation facility will rely primarily on the sun for plant cultivation, which is the cleanest and most abundant renewable energy source available. Atlantic Farms will outfit one container with four (4) energy efficient GAVITA PRO 1700E LED light fixtures for use during propagation. These lights will be utilized for a maximum of 1-2 months during propagation during April and May and will run for 18 hours each day. Atlantic Farms’ use of the sun as a primary energy source will ensure compliance with the Commission’s requirements on energy efficiency.

Lighting Plan

In accordance with 935 CMR 500.120 and the Commission’s Energy and Environment Compiled Guidance, Horticulture Lighting Power Density (“HLPD”) for the cultivation facility will not exceed 36 watts per square foot. In addition, the energy efficient GAVITA PRO 1700E LED light fixtures proposed to be used are third-party safety certified by an OSHA NRTL or SCC-recognized body as meeting a set of safety requirements and standards deemed applicable to horticultural lighting products. Atlantic Farms will establish and document safety protocols to protect workers. These protocols will include but not be limited to:

1. Instructing cultivation agents to wear LED eye protection such goggles or sunglasses when working near operational lighting equipment and to not look directly at the lighting for any period of time as this may cause serious eye injury.
1. Providing agents with training on the proper use, cleaning and disposal of eye safety equipment at the time of employment and as needed.

Aside for this limited propagation phase, Atlantic Farms will rely on natural sunlight for plant cultivation, and no other grow lights will be utilized.

Opportunities for Engagement with Energy Efficiency Programs

Atlantic Farms has already engaged with Mass Save regarding energy efficiency programs offered by Mass Save and will continue to coordinate with Mass Save and municipal officials to identify other potential energy saving programs and initiatives. As it establishes its operations, Atlantic Farms will also coordinate with its utility companies to explore any energy efficiency options available to Atlantic Farms.