



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: D0100113
Original Issued Date: 01/22/2021
Issued Date: 01/22/2021
Expiration Date: 01/22/2022

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: Artis, LLC.

Phone Number: 203-313-9756
Email Address: sebastianpollack@gmail.com

Business Address 1: 619 front st
Business City: MARION Business State: MA Business Zip Code: 02738
Business Address 2:
Mailing Address 1: 619 Front Street
Mailing City: MARION Mailing State: MA Mailing Zip Code: 02738
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business, Veteran-Owned Business

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 91
Percentage Of Control: 91
Role: Owner / Partner
Other Role:
First Name: Sebastian
Last Name: Pollack Suffix:
Gender: Male
User Defined Gender:
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
Specify Race or Ethnicity: Puerto Rican

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 9
Percentage Of Control: 9
Role: Owner / Partner
Other Role: COO
First Name: Timothy
Last Name: Shaw 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: Irish

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 29 Harding Street

Establishment Address 2:

Establishment City: Middleborough

Establishment Zip Code: 02346

Approximate square footage of the establishment: 8000

How many abutters does this property have?: 23

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Artis Community Outreach Attestation Completed.pdf	pdf	5f86086fe4c06f07e61d47e9	10/13/2020
Certification of Host Community Agreement	Artis 1 page HCA.pdf	pdf	5f907ba8d691d0398fcf8434	10/21/2020
Plan to Remain Compliant with Local Zoning	Artis_ Plan to Remain Compliant with Local Zoning_14.pdf	pdf	5fb6bdd1dd2d7407bedee0e4	11/19/2020

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.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Donation Acceptance Letter	Artis x LPP Charitable Agreement - Executed.pdf	pdf	5fb5b198dfcf9f07cd946c8d	11/18/2020
Plan for Positive Impact	Artis_ Positve Impact Plan_Standard Operating Procedures_13.pdf	pdf	5fb6be4ddd2d7407bedee0ea	11/19/2020

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Sebastian Last Name: Pollack Suffix:

RMD Association: RMD Staff

Background Question: yes

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: Timothy Last Name: Shaw Suffix:

RMD Association: RMD Manager

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Department of unemployment letter of good standing.pdf	pdf	5f274c5ea23bf5686067930a	08/02/2020
Department of Revenue - Certificate of Good standing	DOR Letter of Good Standing.pdf	pdf	5f2860763935fc643b56033d	08/03/2020
Secretary of Commonwealth - Certificate of Good Standing	State letter of Good Standing.pdf	pdf	5f28987fa24e76648176d18e	08/03/2020

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Artis Operating Agreement Signed.pdf	pdf	5f86145a5f18f707b2bf3d7b	10/13/2020
Articles of Organization	Artis Articles of Incorporation 2020.pdf	pdf	5f8615ac9bb9f3079928b351	10/13/2020

Massachusetts Business Identification Number: 001353091

Doing-Business-As Name: Little Dog Delivery

DBA Registration City: Marion

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Artis Business Plan.pdf	pdf	5f06599372a76f6c05999d33	07/08/2020
Plan for Liability Insurance	Artis_InsurancePlan_Delivery.pdf	pdf	5f0bb0358767bb7013caf1d4	07/12/2020
Proposed Timeline	Artis_Timeline of Commencement of Operation_2020.pdf	pdf	5fafa7713bf49c082a42748d	11/14/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload
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					Date
Delivery procedures	Artis_Delivery Procedures_Standard Operating Procedures_01.pdf	pdf	5f0bb13573630b702d45b37a		07/12/2020
Dispensing procedures	Artis_DispensingProcedures_Standard Operating Procedures_02.pdf	pdf	5f0bb13744827474644e800d		07/12/2020
Quality control and testing procedures	Artis_Employee Qualifications and Training_Standard Operating Procedures_11.pdf	pdf	5f0bb13854fcae70383a7559		07/12/2020
Maintenance of financial records	Artis_Maintaining of Financial Records_Standard Operating Procedures_10.pdf	pdf	5f0bb13b7b30b674269a6454		07/12/2020
Personnel policies	Artis_PersonnelPolicies_Standard Operating Procedures_06.pdf	pdf	5f0bb1721c4abd74527f22de		07/12/2020
Prevention of diversion	Artis_PreventionofDiversion_Standard Operating Procedures_07.pdf	pdf	5f0bb17373630b702d45b380		07/12/2020
Quality control and testing procedures	Artis_Quality Control and Testing Procedures_Standard Operating Procedures_08.pdf	pdf	5f0bb1749adff6745ddd388d		07/12/2020
Security plan	Artis_SecurityPlan_Standard Operating Procedures_Delivery_04.pdf	pdf	5f0bb17644827474644e8013		07/12/2020
Storage of marijuana	Artis_StoragePlan_Standard Operating Procedures_03.pdf	pdf	5f0bb1915272ec7447e7874a		07/12/2020
Transportation of marijuana	Artis_TransportationPlan_Standard Operating Procedures_Adult Use_05.pdf	pdf	5f0e568c54fcae70383a7e89		07/14/2020
Record-keeping procedures	Artis_RecordKeepingProcedures_Standard Operating Procedures_12.pdf	pdf	5f0e593562a1117473fb63fa		07/14/2020
Inventory procedures	Artis_Inventory ProceduresInventory Procedures_Standard Operating Procedures_09.pdf	pdf	5f108a3b8767bb7013caff3		07/16/2020
Diversity plan	Artis_Diversity Plan_Standard Operating Procedures_10.pdf	pdf	5fb5b1d55b823307b79b8ab4		11/18/2020

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM Monday To: 7:00 PM
 Tuesday From: 9:00 AM Tuesday To: 7:00 PM
 Wednesday From: 9:00 AM Wednesday To: 7:00 PM
 Thursday From: 9:00 AM Thursday To: 8:00 PM
 Friday From: 9:00 AM Friday To: 8:00 PM
 Saturday From: 9:00 AM Saturday To: 8:00 PM
 Sunday From: 9:00 AM Sunday To: 6:00 PM

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

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

- a. Date of publication:
- b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

- a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

- a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



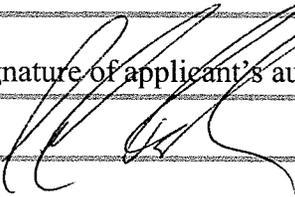
Name of applicant:

Artis , LLC

Name of applicant's authorized representative:

Sebastian Pollack

Signature of applicant's authorized representative:



Attachment A

on Main Street in Acushnet.

CE

Community Outreach Notification

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Notice is hereby given that a **Community Outreach Meeting** for a proposed **Marijuana Establishment** is scheduled for **October 1, 2020 at 6pm at Boston Tavern, 58 E Grove St, Middleborough, MA 02346**. The Delivery Service is anticipated to be located at **29 Harding St, Middleborough, MA 02346**. There will be an opportunity for the public to ask questions.

September 17, 2020

The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org

A hearing will
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Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Plymouth Probate and Family Court

The Mi
Notice also on

Sebastian Pollack

Attachment B

From: Jill Compagnone <jcompagnone@marimedinc.com>
Sent: Wednesday, September 23, 2020 9:20 AM
To: aferreira@middleborough.com
Subject: Community Outreach Notification
Attachments: Community Outreach notification[3017].pdf

Good morning,

Attached is notification that on October 1, 2020, at 6pm, at Boston Tavern, 58 E Grove St, Middleborough, MA 02346, a community outreach meeting for a proposed marijuana establishment is scheduled. The location is for 29 Harding Street, Middleborough, MA 02346. The public is invited and can ask questions.

Please accept this as notification of the meeting. A notification was also published in the Middleborough Gazette, on September 17, 2020.

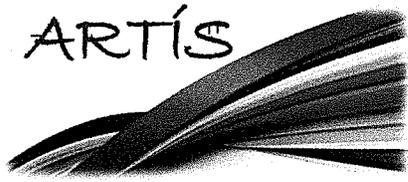
Please let me know if you have any questions or you need any additional information.

Best,
Jill

Jill Compagnone
Executive Assistant/Office Manager
MariMed Inc
10 Oceana Way
2nd Floor
Norwood, MA 02062
jcompagnone@marimedinc.com
(781) 619-8548

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2).

Attachment B



Community Outreach Notification

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 1, 2020 at 6pm at Boston Tavern, 58 E Grove St, Middleborough, MA 02346. The Delivery Service is anticipated to be located at 29 Harding St, Middleborough, MA 02346. There will be an opportunity for the public to ask questions.



Attachment C

Community Outreach Notification

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 1, 2020 at 6pm at Boston Tavern, 58 E Grove St, Middleborough, MA 02346. The Delivery Service is anticipated to be located at 29 Harding St, Middleborough, MA 02346. There will be an opportunity for the public to ask questions.

Attachment C

ID	Site Address	Owner Name	Land Use Code	Current Use
038-5965M-	HARDING ST		3900	Lot-vacant land
038-5376-	1 MILL ST		1010	residential
038-6126-	4 MILL ST		1010	residential
038-6215-	6 CLAYTON RD		1010	residential
038-6116-	3 MILL ST		1040	residential
038-6173-	7 MILL ST		3223	Wood Palace-Industrial Commercial
038-6168-	MILL ST		3900	Lot-vacant land
038-5386-	10 CLAYTON RD		1032	Lot-Mobile Home
047-445-	27 HARDING ST		3920	Lot-vacant land
038-6179-	25 HARDING ST		3920	Lot-vacant land
047-535-	35 HARDING ST		4000	Commercial/Manufacturing
047-1232-	28 HARDING ST		1010	residential
047-1312-	13 MILL ST		101	residential-Home business pet care
047-679-	HARDING ST		710	Land w out building
047-462-	HARDING ST		3920	Lot-vacant land
047-1226-	20 HARDING ST		3220	Commercial/Retail Flower shop
038-5295-	CLAYTON RD		3900	Lot-vacant land
047-463-	HARDING ST		3920	Lot-vacant land
038-6272-	HARDING ST (OFF)		3920	Lot-vacant land
038-6275-	HARDING ST		3920	Lot-vacant land
038-6144-CM	5 MILL ST		995	Office Condo
038-6144-A	5 MILL ST		3401	Office Condo
038-6144-B	5 MILL ST		4021	Office Condo



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Artis

2. Name of applicant's authorized representative:

Sebastian Pollack

3. Signature of applicant's authorized representative:

A handwritten signature in black ink, appearing to read "Sebastian Pollack", written over a horizontal line.

4. Name of municipality:

Middleborough

5. Name of municipality's contracting authority or authorized representative:

Robert Nunes



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

rnunes@middleborough.com

8. Host community agreement execution date:

9/14/20





Document Number:	SOP-013
Effective Date:	

STANDARD OPERATING PROCEDURE
Plan to Remain Compliant with Local Zoning

Introduction:

Artís plans to ensure it is compliant with local ordinances or bylaws of the Town of Middleboro, where the center of operations is located, in accordance with 935 CMR 500.101(2).

Local Zoning Bylaws:

Under Section 8.5.4.1 of the Town of Middleboro zoning bylaws, a Special Permit shall be required for the operation of a Marijuana Establishment, as defined by G.L. c.94G, § 1. For the purposes of this Section, the Special Permit Granting Authority (SPGA) shall be the Planning Board.

The bylaws also have a provision requiring that a cannabis business other than a marijuana transporter be located completely within an enclosed facility (Section 8.5.4.7). A waiver can be requested from the planning board to waive this provision under Section 8.5.8, since Artís is planning to operate only a delivery business.

Under chapter 200-4 of the Town of Middleboro by-laws, no person shall carry on the business, cultivate, process, package, deliver, obtain, manufacture, process, package, brand, sell or otherwise transfer, or test marijuana or marijuana products, or otherwise operate a marijuana establishment as defined by MGL c. 94G within the Town unless first duly licensed thereof by the Board of Selectmen, which license shall be renewed by said marijuana establishment annually.

As part on our ongoing plan to remain compliant, we will continue to maintain regular contact with town manager, Bob Nunes, who has helped us with the municipal regulations up to this point. We currently have regular contact with him but we will make sure to have at least quarterly check-ins if this ceases to be the case.

Plan:

1. Artís will submit the application for the special permit and waiver request, upon the issuance of a provisional license from the Cannabis Control Commission (CCC). In accordance with section 8.5.4.2 of the Middleboro by-laws, with states that no Special Permit shall be issued for a Marijuana Establishment that has not received a provisional license from the CCC.
2. Artís will submit the application for a license to deliver from the Town of Middleboro and waiver request, upon the issuance of a provisional license from the Cannabis Control

Commission (CCC). Once the license is issued, Artis will renew the license annually thereafter.

CHARITABLE DONATION AGREEMENT

Last Prisoner Project - Roll It Up for Justice Program

This Charitable Donation Agreement (this “**Agreement**”) is entered into as of November 18th, 2020 and sets forth agreements among the Last Prisoner Project, a Colorado nonprofit corporation (the “**Project**”) and Artis (the “**Company**”).

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

General: The Project is a nonprofit corporation organized under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), in order to further the charitable intent established by the board of directors of the Project. The parties desire the charitable contribution made by this Agreement to be made in compliance with all of the applicable provisions of the Code, and accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, as interpreted and applied by the Internal Revenue Service.

Terms of Donation:

The Company has agreed to participate in the Project’s “Roll It Up for Justice” program as outlined in the program description documents provided to the Company.

Last Prisoner Project is planning to scale our release and reentry programming into MA in 2021 where we will direct your funds when it launches to focus all donations on the betterment of our MA constituents.

If at any time the Company desires to cease participation in the program they will notify the Project in writing no less than two weeks prior.

Bank wire transfer/ACH info: Account Number: 103684803580 Routing Number: 102000021

Online payment: <https://give.classy.org/RollitUp>

Mail a Check: 149 Walden Street West Hartford, CT 06107

Use of Name: In consideration of this contribution the Project will allow the use of its name and logo, and such other collateral as the parties may agree to, for any and all marketing purposes, with the prior written approval of the Project per the attached Schedule A.

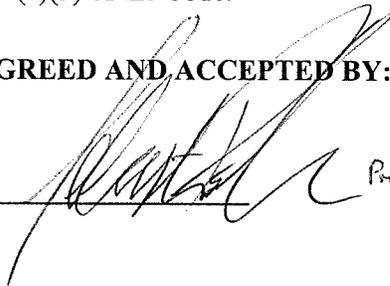
Any existing promotional material or intellectual property of the Project approved for use by the Company may not be modified or edited in any way without the express prior written approval of the Project.

Any erroneous or inappropriate use of the Project’s name or logo must be corrected immediately upon notification to the Company. If the correction is not made expeditiously the Company may forfeit the right to use the Project’s name and logo.

Miscellaneous: This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement. This Agreement shall be deemed to have been prepared jointly by the parties hereto.

Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. This Agreement shall be governed by the laws of the State of Colorado without regard to provisions regarding conflicts of law. It is the intent of the parties that this Agreement and the contributions contemplated hereby shall for all purposes be treated as a charitable contribution made to an organization organized and operated under Section 501(c)(3) of the Code. It is intended that the charitable contributions made by this Agreement be used for charitable, educational or scientific purposes as permitted to an organization organized and operated under Section 501(c)(3) of the Code.

AGREED AND ACCEPTED BY:



President



Cameron Boucher

Roll It Up for Justice, Program Manager

LAST PRISONER PROJECT



Document Number:	SOP-013
Effective Date:	

STANDARD OPERATING PROCEDURE
<i>Positive Impact Plan</i>

Introduction

A founder of Artís is a social equity program participant. As such, the importance of creating avenues for individuals who have been disproportionately impacted to overcome the barriers associated with prior marijuana related offenses, is another cornerstone of Artís’s organizational culture. Toward this end, Artís is committed to hiring individuals that have been disproportionately impacted and offering educational seminar to assist those that want to seal or expunge marijuana related offenses from their records.

Artis 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 Marijuana Establishments.

Artis will ensure that any actions taken, or programs instituted, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Artís Positive Impact Goals:

1. Hire individuals that have been disproportionately impacted.
2. Develop and offer an education seminar and assistance for individuals that have been disproportionately impacted to seal or expunge marijuana related offenses from their records.
3. Participate in the [last prisoner project](#) by offering a roll it up option at the point of sale.

Goals, Purpose, Strategies and Measures:

1. **Goal # 1 - Hire individuals that have been disproportionately impacted.**
 - **Commencement of Operations:** minimum 25% Impacted Individual employment.
 - **End of Year 1:** minimum 30 % Impacted Individual
 - **End of Year 2:** minimum 35 % Impacted Individual
 - **End of Year 3:** minimum 40 % Impacted Individual

Strategies:

- a. As Artís center of operation is in Middleboro, it borders two towns (Taunton and Wareham) which have been identified as disproportionality impacted communities. Artís will inform the community at large of job openings through a variety of avenues to attract its candidate pool. Efforts will be made to attract potential candidates living

in the Taunton and Wareham communities and will proactively seek out candidates for employment that have been disproportionately impacted.

- b. Avenues will include the local newspaper [Southcoast Today/Gazette](#), participate community job fairs, veterans' job fairs and the use of state sponsored "One Stop" career centers. Artís's semiannual participation at local job fairs and regular communication with its Community Partners about open job postings and career opportunities will ensure that a broad base of diverse individuals is aware of and interested in job openings within the company. In communications, Artís will identify that it is specifically looking for individuals that are disproportionately impacted.
- c. Artís will post job opportunity advertisements on a *monthly* basis with [Southcoast Today/Gazette](#), stating that the establishment is specifically looking for individuals that are disproportionately impacted.

Measures:

1. Artís will regularly analyze the effectiveness of its initiative to hire individuals that have been disproportionately impacted. As part of that regular analysis, Artís's manager will audit all job applications on a quarterly basis to ensure that the company is attracting interest from this population and create a report.
2. At least annually (one year from provisional licensure, and each year thereafter) employee biographical data will be obtained through self-identifying surveys. In compilation with data regarding positions employees hold, an analysis will be completed to measure Artís's progress toward its diversity hiring and development initiatives.

Coordination Responsibility:

1. Artís's manager will oversee progress toward the long-term hiring goal The manager will include in the Annual Audit Report (one year from provisional licensure, and each year thereafter) a narrative describing Artís's progress towards these interim and long-term hiring goals. These short-term metrics and oversight by the Human Resources Manager will ensure that Artís is regularly evaluating progress toward its diversity hiring goals and employing corrective actions if interim targets are not met.
2. The executive team will at least annually review (one year from provisional licensure, and each year thereafter) the results of the report and determine whether the company's positive impact plan have yielded a staff that reflects the stated outcomes regarding the portion of the workforce that is made up of individuals that are disproportionately impacted.

2. **GOAL # 2:** Develop and offer an education seminar and assistance for individuals that have been disproportionately impacted to seal or expunge marijuana related offenses from their records.

Strategies:

1. ARTÍS will establish free, public training session for any Impacted Individuals who are interested in learning about the how to seal or expunge their criminal record of marijuana offenses that qualify for such removal in accordance to G.L. c 276, § 100A. The training sessions will be tailored to provide an overview of what the changes in the law means, counseling to determine if the individuals offenses

may qualify to be sealed and assistance to complete necessary documents for submission to [Commission or Probation](#). This training will be offered at least twice a year and with posted in the [Southcoast Today/Gazette](#) to attract individuals that would benefit.

Measures:

1. A training will held at least twice a year and a log will be maintained of the number of people that attended, how many qualified to receive assistance to seal or expunge their records, and how many were successfully supported to have records sealed or expunged.

Coordination Responsibility:

Artís’s manager will oversee progress toward this goal. These short-term metrics and oversight by the Manager will ensure that Artís is regularly evaluating progress toward this goal and employing corrective actions if interim targets are not met.

3. **GOAL # 3:** Participate in the [last prisoner project](#) by offering a roll it up option at the point of sale.

Strategies:

1. Artís will partner with the Last Prisoner Project by participating in its “[Roll It Up For Justice Program](#)” which is a nationwide campaign encouraging cannabis business to give customers the opportunity to donate to Last Prisoner Project at check out. Small change can make a big impact, and every cent raised through the program gets us closer to the day when every last cannabis prisoner is set free. Artís through its POS system will offer cash roll ups options for customers for the purpose of donating the funds to the last prisoner project. As stated in the Letter, Last Prisoner Project is planning to scale its release and reentry into MA in 2021 where they will direct our funds when it launches to focus all donations on the betterment of our MA constituents.
2. In partnership with members of the Last Prisoner Project, Artís provide training materials for staff, as well as consumer-facing informational materials posted on the company website.
3. Artis will match all monetary donations up to \$5,000 per year and will commit to donating \$5,000 whether or not the match goal of \$2,500 has been met.

Measures:

Artís will evaluate the effectiveness of this outreach project by identifying the number of customers that opt for the roll up option and increase outreach efforts if customer participation is not at least 20% at one year from the issuance of provisional licensure, and each year thereafter.

**Limited Liability Company Agreement of
Artis, LLC.,
a Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Artis, LLC (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Artis, LLC., a Member-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

619 Front Street, Marion, Massachusetts 02738, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Sebastian Pollack. The Agent's registered office is 619 Front Street, Marion, Massachusetts 02738. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

Artis LLC will renders services that meet any lawful purpose, including but not limited to the production and sale of adult use products.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Massachusetts law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Sebastian Pollack, 91%
Timothy R Shaw, 9%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 120 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 130 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and

possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Massachusetts, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Members may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal

year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

A. Tax Designation. The Company has filed with the Internal Revenue Service for treatment as an S-corporation.

VI. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under

this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.

E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VII. Exculpation and Indemnification.

A. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. 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 such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

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

E. The foregoing provisions of this Article X shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

IX. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

X. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XI. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).

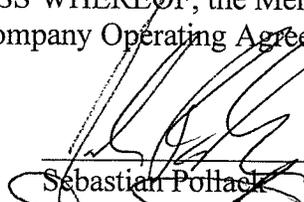
G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.

H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.

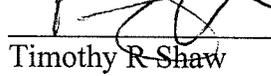
I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of February 06, 2019.

Signature:

 President 10/13/20
Sebastian Pollack

Signature:

 10/13/20
Timothy R Shaw

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Artis, LLC. are as follows:

Sebastian Pollack

Contribution:

Intellectual Property valued at \$10,000.00

Time and Effort valued at \$50,000.00

Timothy R Shaw

Contribution:

Intellectual Property valued at \$10,000.00

Time and Effort valued at \$50,000.00



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Annual Report
 (General Laws, Chapter)

Identification Number: 001353091

Annual Report Filing Year: 2020

1.a. Exact name of the limited liability company: ARTIS LLC

1.b. The exact name of the limited liability company as amended, is: ARTIS LLC

2a. Location of its principal office:

No. and Street: 619 FRONT ST
 City or Town: MARION State: MA Zip: 02738 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 619 FRONT ST
 City or Town: MARION State: MA Zip: 02738 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

ANY LAWFUL PURPOSE, INCLUDING BUT NOT LIMITED TO THE PRODUCTION AND SALE OF ADULT USE PRODUCTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SEBASTIAN POLLACK
 No. and Street: 619 FRONT ST
 City or Town: MARION State: MA Zip: 02738 Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	SEBASTIAN POLLACK	619 FRONT ST MARION, MA 02738 USA
MANAGER	TIMOTHY R SHAW	619 FRONT ST MARION, MA 02738 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	SEBASTIAN POLLACK	619 FRONT ST MARION, MA 02738 USA

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of July, 2020,
TIMOTHY SHAW , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

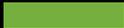
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

July 07, 2020 04:23 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



ARTÍS

Sebastian Pollack, Owner
Tim Shaw, Owner



Executive Summary

Product/Service

Artis will deliver cannabis and cannabis related products to its registered customers.

Customers

The target audience for Artis is adults, specifically adults with busy schedules or limitations that prevent them from being able to make it to a retail location.

Future of the Company

Although the cannabis delivery business will be highly competitive, we believe that there is a large opportunity to capture a large portion of this market for Panacea and other retailers by getting started early. Our goal is to deliver high quality cannabis and cannabis products in an easy and efficient manner.



Company Description

Mission Statement

To be a reliable, convenient, safe option for people to acquire their cannabis and cannabis products.

Principal Members

Sebastian Pollack — owner, SEP member
Tim Shaw— business manager

Legal Structure

Artis is structured as a limited liability company.

Market Research

- **Industry**
 - Across the globe, we have seen the marijuana industry massively expand as more countries legalize cannabis. The market shows no signs of slowing, and industry analysts expect the worldwide legal marijuana market to grow from its current value of \$9.2 billion to an incredible \$57 billion by 2027 according to Arcview Market Research.
- **Detailed Description of Customers**
 - Cannabis customers come in all shape, sizes, and from all walks of life. Some are purchasing for a patient while others are purchasing for entertainment. With the trend of delivery on the rise, customers are looking for an easy way to access their cannabis.
- **Company Advantages**
 - Artis has the following advantages compared to competitors:
 - Will be one of the first companies to market
 - Backing of a strong retail partner
 - Access to high quality cannabis and cannabis products
 - Great Location
 - Strong community relationship
- **Regulations**
 - Artis will adhere to all rules and regulations according to 935 CMR 500.145

Operations

ARTIS, LLC Home Delivery will operate on Monday thru Saturday no earlier than 8 am and no later than 9pm and will have a service radius of 25 miles. Service radius can be adjusted based on customer demand. Artis will notify the Commission of any change to the service radius and delivery schedule. ARTIS understands that it must obtain Commission approval prior to engaging in the delivery of marijuana and marijuana products directly to customers. ARTIS's home delivery protocols accord with the Commission's regulations at 935 CMR 500.145 et seq. governing the home delivery of marijuana for adult use and adhere to the strict requirement that the organization can only transport and deliver delineated amounts of marijuana, marijuana products and deemed non perishable MIPs to the primary address of verified customer.

Operations Cont: Training

All ARTIS agents involved with home delivery will receive the training on the following subjects:

- State and local laws.
- Safety during the delivery process.
- Operating the vehicle in a safe manner.
- Maintaining a clean delivery vehicle.
- Maintaining radio contact with security and dispensary staff.
- The use of personal protective equipment and social distancing.
- Strategies in de-escalation of potentially dangerous situations.
- Collecting and communicating information to aide in potential investigations.
- How to check and verify identification.
- How to identify impairment.
- How to use Leaflogix POS mobile to conduct transactions.
- Any other training topics as required by the Commission.

Operations Cont: Municipal Laws

ARTIS shall comply with all municipal bylaws and ordinances limiting the times for home delivery, provided, however, that all deliveries of marijuana or marijuana products will nonetheless be completed by 9:00PM or the time determined by the municipal bylaw or ordinance, whichever occurs first and ARTIS's deliveries of marijuana shall not occur between the hours of 9:00PM and 8:00AM. Orders for home delivery shall be received by ARTIS and completed after confirmation of the customer's primary residence. ARTIS shall only deliver one individual order per customer per day during delivery and ARTIS will home deliver only non-perishable products. All marijuana products scheduled for home delivery will be packaged in sealed, labeled and tamper/child-resistant packaging prior to and during transportation. All transport agents will be licensed Marijuana Establishment Agents. GPS monitoring of vehicles by the Security Department will enable continuous review to ensure that all home delivery protocols are being followed by agents. Artis employees will receive extensive training on home delivery procedures and compliance with applicable home delivery regulations.

Operations Cont: Vehicle Transport

For all home deliveries, ARTIS will use unmarked vans that are inconspicuous and have no rear windows. The vans will be owned or leased by ARTIS. All vehicles utilized by ARTIS will include GPS monitoring devices that can be tracked at the Security Operations Center ("SOC") of the organization. ARTIS will foster a strong relationship with local and state law enforcement agencies that have jurisdiction over the areas in which the facility is located and where deliveries will occur. This collaboration will include requesting participation from these agencies regarding marijuana home delivery best practices, preferred routes, and related protocols to ensure the highest level of safety at all times. A minimum of two ARTIS transport agents, who will be Commission-licensed Marijuana Establishment Agents, will accompany each transport vehicle, with at least one employee remaining inside the vehicle at all times that the vehicle contains marijuana or marijuana products. These transport agents will possess a valid driver's license, have a clear NCIC III and an approved CORI criminal background record check, and be a minimum of twenty-one (25) years of age.

Operations Cont: Additional Security

ARTIS will implement adequate security measures that are fully compliant with 935 CMR 500.145 in order to ensure that each vehicle used for transportation of marijuana and marijuana products are not readily accessible to unauthorized individuals and to prevent and detect diversion, theft or loss of marijuana. ARTIS's home delivery-specific security measures will include, at a minimum, for each transport vehicle:

- A vehicle security system that includes an exterior alarm.
- A secure locked storage compartment that is a part of the vehicle and not easily removable for the purpose of transporting the marijuana or marijuana products.
- A means of secure communication between each transport vehicle and the SOC which shall be capable of being monitored at all times that a vehicle is performing a delivery route.
- A GPS system monitoring device that is: 1) not a mobile device and that is attached to the transport vehicle; and 2) monitored by ARTIS's SOC during the transportation of marijuana for the purpose of home delivery with location checks occurring at least every 30 minutes.
- A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which will have: 1) the ability to produce a clear still photo whether live or recorded; and 2) a date and time stamp embedded in all recordings which shall be synchronized and set correctly at all times and shall not significantly obscure the picture.

Operations Cont: Manifests

ARTIS will generate transport manifests for each home delivery. The manifests will be produced in a hard-copy format to accompany all deliveries. Manifests will include the following information:

- Originating Marijuana Establishment name, address, and permit number.
- Name and registration numbers of the Marijuana Establishment Agent(s) preparing the manifest.
- Name, signature and registration numbers of the Marijuana Establishment Agents transporting marijuana or non-perishable MIPs.
- Name and address of customer receiving the home delivery.
- Description of the marijuana or non-perishable MIPs being delivered to include quantity, weight, cost and transaction number.
- Transport vehicle's make and model number and license plate and identification number of each member of the ARTIS transport team accompanying the transport.
- A signature line for transport agent delivering the product to print and sign name.
- A signature line for the customer to print and sign name.

Operations Cont: Discrepancies

When a customer receives delivery and finds a discrepancy, the ARTIS protocol requires that the Commission and law enforcement be contacted within 24 hours. If an adverse loss, theft, or diversion or other reportable loss during transport is discovered at ARTIS, the Director of Security will inform the Commission (by designated phone line or electronic communication prescribed by the Commission) within 24 hours of the incident in full compliance with 935 CMR 500.145. A formal incident report will be documented and retained as part of ARTIS's business records. The incident report will be sent to the Commission within 10 days of the incident, 935 CMR 500.145. All documentation related to a reportable incident will be maintained by ARTIS for not less than one year, or the duration of an open investigation, whichever is longer, and will be made available to the Commission and law enforcement authorities upon request.

Once a discrepancy or adverse loss is discovered and notice has been sent to the Commission and law enforcement, the Director of Security will commence a full investigation of the situation with findings completed within 10 calendar days. The investigation will include a review of surveillance, interviews with staff, inspection of records and protocol adherence. The assistance of outside law enforcement will be solicited if necessary or desirable. A final report will be submitted to the Commission within 10 calendar days. If a breach or material defect in a standard operating procedure has been found to contribute to the discrepancy then being investigated, the Director of Security will report the finding to the management for immediate correction. The management have responsibility for revising any procedures in concert with the management team member of the department where the deficiency was found. The process of amending a standard operating procedure requires identifying the process in need of correction, updating ARTIS's manuals and electronic inventory control system, and initiating training of all grow/process team members whose job functions are modified because of the new protocol.

The Director of Security is primarily responsible for notifying the Commission and law enforcement authorities following any of the above-described incidents. The Director of Security is also responsible for internal investigations and the timely filing of incident reports. ARTIS will follow all Commission regulations for submitting incident reports, including written notice of any incident within 10 calendar days to the Commission, as well as information on any corrective actions taken.

Operations Cont: Covid-19

Finally, ARTIS appreciates and understands that, for the foreseeable future, it will be operating within a fluid regulatory environment as the COVID-19 emergency changes the ways in which people live and work in the Commonwealth. In that regard, ARTIS commits to keep their employees informed of any guidance issued by the Commission related to COVID-19 and, in particular, any best practices for home delivery during this unsettled time. ARTIS will also immediately incorporate any applicable guidance into this Home Delivery Plan and any other operating plans which would be impacted by the guidance.

Internal Operations

Hours of operations and geographic coverage for deliveries

- Delivery Radius of 25 miles from Panacea
- Minimum order of \$200 (after all discounts applied)
- Delivery schedule- deliveries go out on Tuesday thru Saturday

Internal Operations: Customer Perspective

- **Customer comes into Panacea or representative retailer to register for our home delivery service or fills out a commission certified online application that requires uploading ID's**
 - o Customer fills out Home Delivery Application
 - o Customer ID's are verified and scanned into Leaflogix at panacea or representative retailer
 - o Customer receives directions (document to take home or online pdf) on ordering process and what to expect accepting a home delivery
 - Delivery can only be to the primary residence and must match address as listed on file
 - Primary residence cannot be a dorm or university housing, federally funded housing or senior/assisted living facility
 - Customer must agree be home to receive order at time indicated by panacea
 - Order can only be received by the customer
 - Once an order is placed it cannot be changed or modified
 - o Panacea or representative retailer staff review customer application and will notify customer that they qualify for HD or if they do not.

Internal Operations: Panacea or representative retailer back of house Fulfillment

- **Order placed in Dutchie by customer is received by inventory Agent at Panacea or representative retailer**
 - o Dutchie terminal in vault
 - o Inventory Agent prints order receipt from terminal
 - **Order is picked-all request items in blue basket staged on delivery rack in vault to await delivery**
 - o Make any substitutions for out of stock product if needed or make any changes to the order.
 - o Finalize order
 - o Answer any questions regarding products
 - o Review the order cost and any discounting that is applied
 - o Take payment over the phone
 - o Provide day and time window of delivery noting the transport team will follow up with customer on day of delivery to narrow down delivery time

Internal Operations: Panacea or representative retailer back of house Fulfillment

- **Inventory agent takes blue basket with the requested order and prepares it for delivery**

- o **Places all products in an exit bag (unless all products are in Child proof packaging, go directly into a shipping box) and sealed with tamper evident tape.**

- o **Inventory agent or dispensary agent will fill out a shipping Manifest for the order**

- **Finished packed orders and manifest will remain in the vault until packed securely in the delivery vehicle on delivery day.**

- **On delivery day Inventory agent and the transport agents making that days deliveries load all finished packed orders with corresponding manifests for that day in vehicle and organize a delivery route.**

- **Transport agent fills out the delivery logbook located in van with all required information regarding the deliveries about to be made**

- **Transport agents begin to call customers to begin closing the delivery windows**

- **Transport vehicle leaves facility**

- **Passenger TA continues to call customers updating them on ETA**

- **Arriving at customer residence**

- o TA's pay attention to surrounding for any suspicious or unusual activities

- o TA making the direct hand off to customer will don PPE (gloves/ mask) cleans surface of iPad/POS w disinfectant

- o TA will retrieve order and manifest from cargo area of vehicle

- o TA approaches home, makes contact with customer maintaining appropriate social distancing

- o Asks for credit card/swipes

- o Obtains a signature on the manifest

- o Hands off package

- o Returns back to vehicle

- o Files manifest (manifest will be returned to Panacea or representative retailer and stored according to record keeping SOP)

Projected Sales Forecast



Deliveries Per Day	Per Order Average	Per FEE Collected	% of sale	Total Earned Per Day	Per Week	Per Year	Increase in Wholesale
15	200	20	0.15	\$750.00	\$5,250.00	\$273,000.00	\$1,095,000.00
15	299	20	0.15	\$972.75	\$6,809.25	\$354,081.00	\$1,637,025.00
15	300	10	0.15	\$825.00	\$5,775.00	\$300,300.00	\$1,642,500.00
15	400	0	0.15	\$900.00	\$6,300.00	\$327,600.00	\$2,190,000.00
			0.15				
20	200	20	0.15	\$1,000.00	\$7,000.00	\$364,000.00	AVG \$1,460,000.00
20	299	20	0.15	\$1,297.00	\$9,079.00	\$472,108.00	\$420,000 \$2,182,700.00
20	300	10	0.15	\$1,100.00	\$7,700.00	\$400,400.00	\$2,190,000.00
20	400	0	0.15	\$1,200.00	\$8,400.00	\$436,800.00	\$2,920,000.00
			0.15				
25	200	20	0.15	\$1,250.00	\$8,750.00	\$455,000.00	\$1,825,000.00
25	299	20	0.15	\$1,621.25	\$11,348.75	\$590,135.00	\$2,728,375.00
25	300	10	0.15	\$1,375.00	\$9,625.00	\$500,500.00	\$2,737,500.00
25	400	0	0.15	\$1,500.00	\$10,500.00	\$546,000.00	\$3,650,000.00

Projected Expenses

Expense	Cost	Per Week	Per Month	Per Year
Driver		\$ 3,200	\$ 12,800	\$ 166,400
Operator		\$ 800	\$ 3,200	\$ 41,600
Gas		\$ 250	\$ 1,000	\$ 13,000
Vehicle Maintenance		\$ 50	\$ 200	\$ 2,600
Security	\$ 8,000			\$ 8,000
Insurance	\$ 10,000			\$ 10,000
		\$ 4,300	\$ 17,200	\$ 241,600

Capital Expense

Vehicle	\$ 35,000			\$ 35,000
			TOTAL	\$ 276,600

Projected Profit

Average Projected Revenue	\$	420,000
Projected Annual Cost	\$	241,600
Projected Profit	\$	178,400



INSURANCE PLAN

ARTÍS will obtain insurance from Charles River Insurance Brokerage (www.charlesriverinsurance.com) Business Plan (Plan to Obtain Liability Insurance).

The policy to be obtained will have a general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5,000 per occurrence.

Vehicles used for delivery by a Delivery-only Licensee shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.



Document Number:	SOP-010
Effective Date:	

STANDARD OPERATING PROCEDURE
<i>Maintaining of Financial Records</i>

PURPOSE:

To outline the procedures for proper quality control in the delivery of adult use marijuana to customers that is in accordance with 935 CMR 500.101(2)

SCOPE:

This procedure applies to all ARTÍS, LLC personnel. Individuals will be hired, training and instructed on procedures, techniques and equipment as his/her specific job requires. This procedure outlines the minimum requirements.

RESPONSIBILITIES:

It is the responsibility of all ARTÍS executives, managers and employees to follow the procedures and guidelines as outlined in this Standard Operating Procedure (SOP).

GENERAL INFORMATION:

ARTÍS has operating policies and procedures and robust recordkeeping procedures to ensure that its financial records are accurate and securely maintained.

PROCEDURES

1. 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.
2. All recordkeeping requirements under 935 CMR 500.105(9) are followed, including the keeping written business records available for inspection, and in accordance with Generally Accepted Accounting Principles (“GAAP”), which will include manual or, if possible, electronic records of:
 - a. statements assets and liabilities;
 - b. monetary transactions;
 - c. books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. the quantity, form, and cost of marijuana products delivered to verified customers; and

- e. salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
3. Additional written business records will be kept, including, but not limited to, records of: 1) 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); 2) fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and 3) fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations



Document Number:	SOP-06
Effective Date:	

STANDARD OPERATING PROCEDURE
<i>Personnel Policies</i>

PURPOSE:

To outline the personnel policies to serve as guidance regarding the expected conduct of employees of ARTÍS in accordance with 935 CMR 500.101(2)

SCOPE:

This procedure applies to all ARTÍS, LLC personnel. Individuals will be hired, training and instructed on procedures, techniques and equipment as his/her specific job requires. This procedure outlines the minimum requirements.

RESPONSIBILITIES:

It is the responsibility of all ARTÍS executives, managers and employees to follow the procedures and guidelines as outlined in this Standard Operating Procedure (SOP).

Management Responsibility

The CEO is charged with ensuring that ARTÍS is staffed with highly-qualified, fully-competent employees and that all company programs are administered within appropriate guidelines and within the approved salary budget. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions. Finally, the CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

INTRODUCTION

ARTÍS will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning any marijuana establishment agent ("Agent"), including registration status and background check records. At a minimum, ARTÍS will maintain the following personnel records:

1. Job descriptions for each employee and internship as well as organizational charts consistent with the job descriptions.
2. Personnel records for each Agent in accordance to commission regulations.
3. A staffing plan that will demonstrate accessible business hours and safe conditions for all positions at ARTÍS's delivery service and security of operations center.
4. Personnel policies and procedures and all background check reports obtained in will be in accordance with 935 CMR 500.030.

5. Alcohol, smoke, and drug-free workplace policies. *935 CMR 500.105(1)*

MARIJUANA ESTABLISHMENT AGENT PERSONNEL RECORDS

Personnel records for each Agent as defined in 935 CMR 500.002 will be maintained for at least twelve (12) months after termination or other separation of the Agent from ARTÍS and will include at a minimum, the following:

1. All materials submitted to the Commission pursuant to 935 CMR 500.030(2).
2. Documentation of verification of references.
3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the Agent.
4. 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.
5. Periodic performance evaluations and or any notice of disciplinary action against the Agent.
6. Notice of completed responsible vendor and eight-hour related duty training.
7. Results of initial background investigation, including CORI reports and documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, additional training required because of an incident.
8. These personnel records will be kept in a secure location and accessible only by ARTÍS's Director of Security and executive management team.

MARIJUANA ESTABLISHMENT AGENT BACKGROUND CHECKS

In addition to completing the Agent registration process required by the Commission, all Agents hired to work for ARTÍS will undergo a detailed background investigation prior to being granted access to any of ARTÍS's vehicles, Security of Operations Center (SOC) or beginning work duties. Background checks will be conducted on all Agents in their capacity as employees pursuant to 935 CMR 500.100 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 500.101(1), ARTÍS will consider:

1. 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.
2. 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.
3. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802, shall commence upon the date of disposition; provided, however, that if such disposition resulted in incarceration in any institution, the look-back period will commence upon the date of release from incarceration. ARTÍS will make

employment suitability determinations in accordance with the procedures set forth in 935 CMR 500.800.

4. In addition to the requirements established in 935 CMR 500.800, ARTÍS 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 reviews 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, 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.

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. Upon an adverse determination for a particular applicant, ARTÍS will provide the applicant a copy of his/her background screening report and a pre-adverse determination letter and provide the applicant with a copy of his/her right to dispute the contents of the report, whom to contact in order to do so, and the opportunity to provide a supplemental statement to ARTÍS. After 10 business days, if the applicant does not dispute the contents of the report and no applicant-provided statement gives cause to alter the suitability determination, an adverse action letter will be issued providing the applicant with information on the final determination made by ARTÍS along with any legal notices required. All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 *et seq.* and applicable guidance provided by the Commission.

All ARTÍS background screenings 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 Commission's regulations and any applicable guidance provided by the Commission. Any references provided by the applicant will be verified at the time of hire. As deemed necessary, individuals applying to be hired for key positions with unique and sensitive access (e.g., members of the executive management team and security staff) will undergo additional screening, which may include ARTÍS's conducting of interviews with prior employers and/or colleagues. As a

condition of continued employment or business relationship with ARTÍS, Agents, contractors, and subcontractors are required to renew their Registration Cards (as that term is defined in 935 CMR 500.002) annually and submit to other background screening as may be required by ARTÍS or the Commission.

STAFFING PLAN AND BUSINESS HOURS

Hiring and Recruitment

ARTÍS's Human Resources Manager will work with the executive management team on a regular basis to determine if vacancies are anticipated at ARTÍS's Middleboro location or delivery/transport agents and determine whether specific positions need to be created in response to company needs. ARTÍS's hiring practices will include but are not limited to the following and apply to all types of workforce determinations including hiring, firing, promotions, harassment or discrimination complaints, training, wages and benefits:

1. Equal Employment Opportunity Commission (EEOC) Compliance.
2. Background checks and references.
3. Mandatory reporting of criminal convictions (and termination if necessary).
4. The Federal Family and Medical Leave Act and analogous state law.
5. State and Federal Workplace Safety Laws;
6. State and Federal Minimum Wage Requirements.
7. Non-Disclosure and Non-Compete Agreements.

Selection Criteria

1. The compensation system will price employee positions to market by using local, national, and marijuana-industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana-industry job directly comparable to similar jobs at ARTÍS, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system will be flexible enough to ensure that the ARTÍS is able to recruit and retain a highly qualified workforce, while providing the structure necessary to effectively manage the company's overall compensation program.

Compensation

1. ARTÍS believes that it is in the best interests of both the organization and its employees to fairly compensate its workforce for the value of the work provided. ARTÍS therefore intends to use a compensation system that will determine the current market value of a position based on the

2. Skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. ARTÍS has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

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he executive management team will possess final approval authority over ARTÍS's compensation system, and, on an annual basis will:

1. Review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. Review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable-based or incentive-based pay, and all other related expenses, including benefit plans.

STANDARDS OF EMPLOYEE CONDUCT

ARTÍS's mission is to provide a professional workplace free from harassment and discrimination for all employees. ARTÍS has a zero-tolerance policy against harassment or discrimination based on sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination based on any protected trait or characteristic contravenes ARTÍS's employee policies. A broad range of behavior could constitute harassment and/or discrimination. In general, harassment is any verbal or physical conduct that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Has the purpose or effect of unreasonably interfering with an individual's work performance.
3. Adversely and unjustifiably affects an individual's employment opportunities.

ARTÍS employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by ARTÍS employees is strictly prohibited. Furthermore, harassing or discriminatory behavior of non-employees (including customers, vendors or other visitors to ARTÍS's facilities) directed at ARTÍS employees or ARTÍS customers also will also be condemned and promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate removal of the employee, customer, or offending parties from ARTÍS's premises. Any ARTÍS employee engaging in acts of violence in the workplace will be terminated. Local police (Middleboro, or any surrounding town within 25 miles of the SOC depending on the location of the incident) and other law enforcement authorities, as applicable, will be contacted immediately in the case of a violent event. Weapons are not permitted at any of ARTÍS's facilities by employees, customers, or any other persons. Agents (including employees) found carrying weapons at any ARTÍS facility will be immediately terminated. Vendors or other visitors to the facility found carrying weapons on the premises will be asked to leave and/or the local police department will be notified accordingly.

Alcohol, Smoke, & Drug Free Workplace

ARTÍS explicitly prohibits:

1. The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
2. Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
3. Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
4. The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Alcohol & Drugs

- a) The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on Company property is forbidden.
- b) No employee shall consume medical or recreational cannabis on site, prior to work, or during work hours.
- c) A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action up to and including termination.

Tobacco

- In consideration of the health and safety of all our staff members, the Company maintains a tobacco free workplace. Smoking is permitted in the designated smoking area on the outside of the Company building, and should always be done at least twenty feet from a main exit, entrance, or operable window or otherwise in conformance with the local law. All cigarette butts must be thrown away in an exterior trash can when finished smoking. Please see the Chief Operating Officer or Human Resources about the designated employee smoking area

Employee Testing

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **FOR-CAUSE TESTING:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the

accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered marijuana agents at ARTÍS varies based upon the the employee's job functions. New hire training will define appropriate attire for each role and the Human Resources Manager will be responsible for ensuring employee compliance.

Personnel Practices

Standard Employment Practices

ARTÍS values and thrives off of the contributions of its management and staff positions. ARTÍS intends to be a market leader in workplace satisfaction by offering competitive wage and benefits packages and by nurturing a corporate culture that values meaningful work-life balance, complete transparency and accountability and service to the community.

Employee Advancement Practices

ARTÍS's will be structured in a relatively flat manner, with promotional opportunities available as the company experiences growth. Participation in training and annual performance evaluations will be a prerequisite for any promotions or pay increases. ARTÍS pledges to be an equal opportunity employer and advancer of its employees.

ARTÍS's written employment policies will address the Family and Medical Leave Act ("FMLA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act ("ERISA"), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, Health Insurance Portability and Accountability Act ("HIPAA"), patient confidentiality, and compliance hotline.

Compliance Investigations

ARTÍS will develop policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to remain compliant with 935 CMR 500.000 et. seq.

Designated Outside Counsel

ARTÍS may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at ARTÍS are categorized by job duties. ARTÍS's executive management team will oversee the overall success of achieving the company's mission. ARTÍS's CEO is responsible for implementation of the mission and the larger executive management team is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: 1) executive management; 2) managers/supervisors; and 3) non-manager employee staff.

Work Schedules

Work schedules will be part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of the company as determined the executive management team. It is the management team's responsibility to develop a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for normal operations of the facility. Managers will also ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings

ARTÍS will convene a mandatory, reoccurring, company-wide meeting on a quarterly basis. This meeting may be held at either the Westfield facility, New Bedford facility, or any other convenient location. All full-time employees will be notified of their required attendance.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth of Massachusetts.

Performance Reviews

Performance reviews will be conducted by the ARTÍS executive management team or department managers. Reviews will be conducted at three-month intervals for new employees during the first year of employment and annually thereafter. A written review will be provided to, and signed by, the employee under review. All review documentation will be saved in employee personnel files and treated as a personnel record in accordance with ARTÍS's records maintenance policies.

Performance reviews must take into account positive performance factors and areas requiring improvement.

Leave Policies

ARTÍS's leave policies will comply with all applicable state and federal laws. All full-time employees will receive two 40-hour weeks of paid vacation per year. Additional leave must be requested in writing at least 2 weeks in advance and must be approved by the department management or executive management team. Additional leave will not be paid and must be approved by the department manager. ARTÍS's executive management team will determine which holidays will be observed and which departments will not be required to work on those. T

The holidays currently recognized and observed by ARTÍS are:

1. New Years
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving
8. Christmas

DISCIPLINARY POLICIES

Purpose

ARTÍS's disciplinary policies and procedures are designed to provide a structured and uniform corrective action process to improve and prevent a recurrence of undesirable employee behavior and/or job performance issues. The steps outlined below have been designed for consistency with ARTÍS's organizational values, industry best practices, and applicable employment laws. ARTÍS reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. Each offense will be reviewed and remediated on a case-by-case basis. The level of disciplinary intervention may also vary. The procedure outlined below is intended to provide guidance to the Human Resources Manager and executive management team and not bind them in any given disciplinary scenario. Some of the factors that will be considered depend upon: 1) whether the offense is repeated despite coaching, counseling, and/or training; 2) the employee's work record; and 3) the overall impact of the conduct and performance issues on ARTÍS as a company.

Procedure

Step 1: Informal Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor/manager to schedule a meeting with an employee to bring attention to an existing performance, conduct, or attendance issue. The supervisor/manager should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor/manager shall clearly outline expectations and steps the employee must take to improve performance or resolve the problem. Within five business days, the supervisor/manager will prepare written documentation of the preliminary

meeting. The employee will be asked to sign the written documentation to demonstrate: 1) that the meeting took place; and 2) that the employee understands the issue and, if applicable, any corrective action that is needed.

Step 2: Written Warning

A written warning involves a more formal documentation of the performance, conduct, or attendance issue and potential consequences.

At Step 2, the employee's immediate supervisor and a department manager or an executive team member will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans implemented at Step 1. Management staff will then outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan ("PIP") formally implementing corrective action(s) will be issued within five business days of a Step 2 meeting. Management staff may also include in the PIP a written warning explaining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken.

Step 3: Suspension and Final Written Warning

There may be egregious performance, conduct, or safety incidents requiring the temporary removal of the employee from the workplace while the offending conduct is being investigated or remediated. When immediate action is necessary to ensure the safety of the employee or others, the employee's immediate supervisor may suspend the employee pending the results of an investigation. Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from the executive management team.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act ("FLSA") compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. A Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing ARTÍS's FLSA exemption status. Pay may be restored, and back pay provided, to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.

Step 4: Recommendation for Termination of Employment

The final and most serious step in ARTÍS's progressive discipline procedure is a recommendation to terminate employment. ARTÍS will endeavor to utilize and implement the progressive nature of this discipline policy by first providing warnings, a final written warning, and/or suspension from the workplace before instituting termination proceedings. However, ARTÍS reserves the right to combine and skip steps depending upon the circumstances and severity of each situation and the nature of the offense. For the avoidance of doubt, ARTÍS reserves the right to terminate employees without prior notice or disciplinary action. All management recommendations to terminate an employee must be approved by the Human Resources Manager and the employee's department manager or direct supervisor. Notwithstanding the foregoing, nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything

in this policy be read or construed as modifying or altering the employment-at-will relationship between ARTÍS and its employees.

Appeal Process

ARTÍS employees will have the opportunity to present information that may challenge information ARTÍS management has relied upon in issuing disciplinary action. The purpose of this process is to permit the employee to counter allegations or provide additional detail into extenuating circumstances that may have contributed to the employee's performance and/or conduct issues while allowing for an equitable solution. If an employee does not present information (either orally or in written form) during any of the above-described meetings, the employee will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to the Police Department or other law enforcement authorities. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and are grounds for immediate termination.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all PIPs. The employee will be required to sign copies of this documentation attesting to his/her receipt and understanding of the allegations and corrective action, if any, outlined in therein documents. All such documents will be placed in employee's personnel file and maintained in accordance with the recordkeeping requirements of the Commission.

Separation of Employment

Separation of employment from ARTÍS can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from ARTÍS, his or her manager must contact the Human Resources Manager to schedule an exit interview. Exit interviews generally take place on the employees last day of work.

Types of Separation

1. **Resignation:** Resignation is a voluntary act initiated by the employee to end employment with ARTÍS. The employee must provide a minimum of two (2) weeks' notice prior to the employee's last day. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits.
2. **Retirement:** An ARTÍS employee who wishes to retire is required to notify his or her department manager and the Human Resources Manager in writing at least one (1) month before planned his or her retirement date.
3. **Job Abandonment:** An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without

notice effective at the end of the employee's normal shift on the second day. The department manager responsible for the employee will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

4. Termination: Employees of ARTÍS are employed on an at-will basis, and the company retains the right to terminate an employee at any time. *Employees will be immediately terminated if they have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor pursuant to 935 CMR 500.105(1)*
5. Reduction in Workforce: An ARTÍS employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. ARTÍS employees who are laid off may not appeal the layoff decision through the appeal process.
6. Release: Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release in accordance to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the Human Resources Manager as soon as notice is given to schedule an exit interview. This will be scheduled on the last day of the separating employee's employment.

Return of Property

The separating employee must return all ARTÍS property at the time of separation, including but not limited to uniforms, cell phones, keys, facility access cards, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. At the time of hiring, all employees will be required to sign the Wage Deduction Authorization Agreement, which shall permit ARTÍS to deduct the costs of any such items from the employee's final paycheck.

Termination of Benefits

An employee separating from ARTÍS is eligible to receive benefits as long as he or she follows the appropriate procedures described stated above. Any accrued vacation and/or accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the last month of employment, unless the employee requests immediate termination of benefits. ARTÍS will provide information about COBRA continued health coverage. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former ARTÍS employees who left the company in good standing and were classified as eligible for rehire may be considered for reemployment in the future. An application must be submitted to the Human Resources Manager, and the applicant must meet all then-existing, minimum qualifications and requirements of the open position, including the satisfactory completion of any qualifying exam and current registration processes with the Commission, if applicable. Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees will be classified, for benefits purposes, as a new employee. For example, previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits. An ARTÍS applicant or employee who is terminated for violating company policy or who resigned in lieu of termination as a result of a company policy violation will be ineligible for rehire.



Document Number:	SOP-08
Effective Date:	

STANDARD OPERATING PROCEDURE
<i>Record Keeping</i>

PURPOSE:

To outline the procedures for proper quality control in the delivery of adult use marijuana to customers that is in accordance with 935 CMR 500.101(2)

SCOPE:

This procedure applies to all ARTÍS, LLC personnel. Individuals will be hired, training and instructed on procedures, techniques and equipment as his/her specific job requires. This procedure outlines the minimum requirements.

RESPONSIBILITIES:

It is the responsibility of all ARTÍS executives, managers and employees to follow the procedures and guidelines as outlined in this Standard Operating Procedure (SOP).

GENERAL INFORMATION:

ARTÍS has developed a documentation and maintenance of records plan that strictly adheres to applicable state law and Commission regulations pertaining to the operation of an adult-use Marijuana Delivery Licensee, as well as complies with state and federal privacy laws. The documentation and maintenance of records program at ARTÍS is focused on multi-platform record keeping that is secure, accessible to regulators, and comprehensive in scope.

Records related to the delivery of Marijuana and Marijuana products are essential to the standardization of ARTÍS's processes.

DOCUMENTATION AND MAINTENANCE OF RECORDS PLAN

Record keeping is essential to maintaining proper regulatory controls for inventory oversight, as well ensuring full compliance for functions like finance, security, and audits. ARTÍS's management plans, business records, transaction records, equipment maintenance logs, operating procedures, security records, inventory reports, and audit records will be recorded, secured, and available for review and inspection by state regulators and law enforcement officials at any time. The guiding principles of the record keeping program are to discourage any potential unlawful activity as well as ensuring the organization's operating efficiency and compliance.

In accordance with 935 CRM 500.105(8), inventory and transaction records are another significant component of ARTÍS's maintenance of records plan. Once again, the ARTÍS will utilize the industry-leading electronic inventory control system metric in conjunction with LeafLogix as its seed-to sale tracking system.

ARTÍS has a thorough protocol for entering all inventories into the LeafLogix system as marijuana, and marijuana products are obtained by delivery/transport agents, with immediate identification and tracking through unique 16-digit barcodes applied to every single product in inventory. A product record is maintained in the LeafLogix system which will include a description of the Marijuana product; product type (species); name; address; percentage of THC and CBD per independent lab testing results; amount of doses per package; the form and quantity of marijuana; expiration date; packaging date; proper storage information, if applicable; and price.

By utilizing Metric in conjunction with LeafLogix, ARTÍS will track exact records of all marijuana, marijuana products and infused products in its vehicles in real time. Inventory reports can be run at any time by the organization's execution management team or other employees with inventory management responsibilities. The inventory reports will be reconciled with daily counts of all marijuana, and marijuana products stored in the vehicles. All inventory reports will be documented and maintained for a period of five years. Inventory reports will be maintained electronically on the ARTÍS's internal file servers, with hard copies retained in fire-resistant storage containers on site. Inventory reports and records will be made available to the Commission at any time.

Surveillance Video recordings and Images

All surveillance video recordings and images will be retained for a 90-day period and stored on file servers in a secure room within the SOC. The video recordings will have the capability to immediately produce a clear, color, still photo in accordance with 935 CMR 500.110(5) and will include an embedded date and time stamp. At the conclusion of the 90-day period, all recordings will be archived in an electronic format and securely stored at an off-site records storage facility. The archived recording will be stored in waterproof and fireproof storage containers at the storage facility.

ARTÍS will promptly respond to any request for video surveillance recordings from the Commission or law enforcement upon request. Requested content will be provided electronically (thumb drive, disk) and sent via email or standard mail per the preference of the requesting agency. ARTÍS will also make the recordings available to the Commission on law enforcement on site. The Director of Security will confirm each request, document the request in the ARTÍS's records, and provide the requested content immediately.

Discontinuance of Business

In the event ARTÍS's discontinue business, all records will be kept for at least two (2) years at the expense of ARTÍS in both electronic and hard copy and at a location

acceptable to the commission. ARTÍS will communicate with the Commission during the closure process and accommodate any additional request that the commission or other commonwealth agencies may have.

Personnel Records

ARTÍS will maintain extensive records for all employees of its facilities in accordance with 935 CMR 500.030 and 935 CMR 500.030(2). The personnel records will include the following information:

1. Name, address, and contact information for each employee.
2. Photocopy of employee's identification badge.
3. Written notice from the Commission indicating passage of state and federal criminal background checks.
4. Documentation of verification of references.
5. Annual affidavit signed by the employee stating that they have not been found guilty of a felony in MA or any other state.
6. Documentation of all employee trainings (security, safety, job-specific responsibilities, responsible vendor program) including the signature of the employee receiving the training and the supervisor responsible for all training.
7. Updated resume for each employee.

8. Job description for each employee and their respective position.
9. Records of disciplinary actions.
10. Attendance records.
11. Documentation of periodic performance evaluations.

Personnel records will be maintained for a period of five years after the employee is no longer employed at ARTÍS. Hard copies will be maintained on site in fire resistant storage containers. Review of personnel records by the Commission and law enforcement agencies will be permitted in accordance with applicable state and federal employment law.

Reportable Incidents

ARTÍS will maintain records of any reportable incidents and make such records available to the Commission and law enforcement agencies in accordance with state laws and regulations. Reportable incidents include any instance of diversion, loss, or theft of medical marijuana, as well as any disciplinary action taken by the organization. The incident reports will include the following:

1. ARTÍS's name and contact information.
2. Description of the incident including its cause, and identification of injuries if applicable.

3. Names of employees or other persons involved in the incident if applicable.
4. The date and time of the incident.
5. The action taken in direct response to the incident.
6. The identity of any law enforcement or emergency personnel contacted or allowed to enter the premises as a result of the incident.
7. The signature of the person reporting the incident.

All reportable incident records will be retained in hard copies on site for a period of five years and contained in fire-resistant containers. The reports will be scanned and preserved electronically on the organization's file server as well with regular back-up.

Delivery/Transportation

ARTÍS will be involved in delivery/transportation of marijuana, Marijuana products and infused products as dictated by the normal course of business.

ARTÍS will only transport marijuana or marijuana products in the Commonwealth. The organization will also record all visitors to the facility. Records for all deliveries will be documented by the organization and retained for inspection and review by state regulators. The records will be preserved in hard copy on site for a period of five years, stored in a fire-resistant container. The reports will also be scanned and saved electronically on the organization's files server with regular back-up. The offsite transportation and visitor records will include transport manifests to and from the ARTÍS SOC;

Management Plans, Business Records, Operating Procedures

ARTÍS has developed a litany of documents that are specific to the management and operation of the organization. These plans are confidential in nature, given the intellectual property contained within. As an effective organization, ARTÍS is committed to storing, updating and maintaining these materials, which include: business plans, operating manuals, staffing plans, departmental operating procedures, employee handbooks/manuals, management plans, cultivation and processing procedures, and human resources plans. All of these materials will be maintained in hard copy at the ARTÍS facilities and kept in a secure location on each premise. Electronic copies of all management plans and operating procedures will be maintained by the CEO with suitable backup maintained on the organization's secure file server. Access to these documents will be restricted to only those with appropriate clearance for review. ARTÍS will provide copies of all management plans and operating procedures for review by the Commission upon request.

Financial Records

1. Maintenance of business and financial records of ARTÍS are an essential component of the regulatory compliance. All recordkeeping requirements under 935 CMR 500.105(9) are followed, including the keeping written business records

available for inspection, and in accordance with Generally Accepted Accounting Principles (“GAAP”), which will include manual or, if possible, electronic records. State regulators will have regular and immediate access to all pertinent business and financial records upon request. These records include:

1. Computerized reports of assets and liabilities.
2. Monetary transactions.
3. Bank statements.
4. Journals.
5. Ledgers.
6. Checks.
7. Invoices.
8. Vouchers.

ARTÍS works with a certified public accountant licensed in Massachusetts to verify the accuracy of all financial reports. ARTÍS also employs an internal finance department with professionals who maintain the day-to-day books and records of the organization. All financial records will be maintained electronically on the in-house accounting system, which is integrated with the inventory control systems of the delivery operations (LeafLogix). All financial records will be encrypted and secure, backed-up to the internal file servers with added backup to an additional storage system. Hard copies of all financial records will be maintained on-site for a period of five years and stored in fire-resistant storage containers on premise. All records will be available for inspection and review by state regulators and law enforcement upon request.

Waste Records

As all undeliverable marijuana or marijuana products will be returned to the retail establishment of origin, ARTÍS should not be involved in the destruction and disposal of said products. If products are disposed of, all waste records will be kept for at least three years.



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Effective Date:	

STANDARD OPERATING PROCEDURE
<i>Diversity Plan</i>

Introduction

As a minority and veteran owned business, fostering diversity is a cornerstone of Artís’s organizational culture. The value and importance of a diverse workforce within the company is strongly understood and recognized by the founders. Artís is committed to hiring, retaining and promoting a workforce that reflects the diversity of the surrounding community. Underlying this commitment is the recognition that diversity in the workforce will be a critical aspect of Artís’s contributions to the community. Artís will foster a diverse culture and pledges to promote equity among minorities, women, veterans, people with disabilities, and people identifying as LGBTQ+. Toward this end, Artís intends to have a diverse workforce of employees that hold positions at all levels within the company.

Artis 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 Marijuana Establishments.

Artis will ensure that any actions taken, or programs instituted, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Artís Diversity Goals:

1. Develop and maintain specific initiatives to attract and develop a diverse workforce.
2. Increase employee awareness and knowledge around diversity and inclusiveness.

Goals, Purpose, Strategies and Measures:

1. Goal # 1 - Develop and maintain specific initiatives to attract and develop a diverse workforce.

- a. Artís plans to hire and maintain a diverse workforce comprised as follows:
 - i. **Commencement of Operations:** minimum 30% diverse workforce in accordance to the following metrics:
 - 20% women;
 - 40% minorities;
 - 30% veterans;
 - 10% persons with disabilities;

- 10% LGBTQ+
 - ii. **End of Year 1:** minimum 40% diverse workforce in accordance to the following metrics:
 - 20% women;
 - 40% minorities;
 - 30% veterans;
 - 10% persons with disabilities;
 - 10% LGBTQ+
 - iii. **End of Year 2:** minimum 40% diverse workforce in accordance to the following metrics:
 - 20% women;
 - 40% minorities;
 - 30% veterans;
 - 10% persons with disabilities;
 - 10% LGBTQ+
- b. **Purpose:** We can always benefit from opportunities to learn from others who bring their experience, background and knowledge to the workforce. Artís’s long-term hiring goal is attain a workforce that is at least 50% diverse (i.e., minorities, women, veterans, people with disabilities, and LGBTQ+ individuals) and hold positions across the entire company by year 3 of operations.
- c. **Strategies:**
- i. As part of its outreach and hiring practices, Artís will inform the community at large of job openings through a variety of avenues to attract a diverse candidate pool. Efforts will be made to attract potential candidates living in the Middleboro and surrounding region and will proactively seek out qualified, diverse candidates for employment.
 - ii. Avenues will include posting in the local newspaper [Southcoast Today/Gazette](#), semi-annual participation at community job fairs, veterans’ job fairs and the use of state sponsored “One Stop” career centers. Artís’s semi-annual participation at local job fairs and regular communication with its Community Partners about open job postings and career opportunities will ensure that a broad base of diverse individuals is aware of and interested in job openings within the company. In communications, Artís will identify that it is specifically looking for women, minorities, or persons with disabilities to work for the company.
 - iii. Artís will post monthly advertisements with [Southcoast Today/Gazette](#), stating that the establishment is specifically looking for women, minorities, or persons with disabilities to work for the company.
 - iv. Artís will offer promotions, career counseling, and training to provide all employees with equal opportunity for growth. Artís will provide this equal opportunity by communicating opportunities for promotion within the company and by clearly defining job responsibilities. Artís provide training programs (either internally, or in partnership with its Community Partners or other third-party job training vendors) to assist all employees

in their career development.

d. Measures:

- i. Artís will regularly analyze the effectiveness of its diversity hiring initiative (at least one year from provisional licensure, and each year thereafter). As part of that regular analysis, Artís's manager will annually (one year from provisional licensure, and each year thereafter) audit all job applications received by the company to ensure that the company is attracting interest from the diverse populations of Middleborough, and the surrounding region and create a report.
- ii. At least annually (one year from provisional licensure, and each year thereafter), employee biographical data through self-identifying surveys. In compilation with data regarding positions employees hold, an analysis will be completed to measure Artís's progress toward its diversity hiring and development initiatives.

e. Coordination Responsibility:

- i. Artís's manager will oversee progress toward the long-term hiring goal. The manager will include in the Annual Audit Report (one year from provisional licensure, and each year thereafter) a narrative describing Artís's progress towards these interim and long-term hiring goals. These short-term metrics and oversight by the Human Resources Manager will ensure that Artís is regularly evaluating progress toward its diversity hiring goals and employing corrective actions if interim targets are not met.
- ii. The executive team will at least annually (one year from provisional licensure, and each year thereafter) review the results of the report and determine whether the company's diversity policies have yielded a staff that reflects the diverse communities of Middleborough and demonstrates progress toward or satisfaction of Artís's interim and long-term diversity hiring goals.

2. GOAL # 2: Increase employee awareness and knowledge around diversity and inclusiveness.

- a. **Purpose:** To increase communication, information sharing and awareness of diversity to enhance an inclusive workforce.

b. Strategies:

- i. Artís will instill its commitment to diversity in all new employees from the date of hire and annually thereafter. Artís will offer a robust diversity and anti-bias training program for all employees. The Diversity and inclusion training programs should target all employees and address a range of issues, including unconscious bias, microaggressions and cross-cultural communications. Effective training moves beyond simply encouraging employees to tolerate differences to teaching employees how

to work well together while embracing diverse perspectives. The executive management team and managers will also be encouraged to enroll in executive diversity and anti-bias trainings as identified by the Human Resources Manager. Artís will pay for or reimburse for the cost of these trainings.

- ii. Artís will also implement a zero-tolerance policy against discrimination in the workplace and encourage its employees to report and speak out against any forms of discrimination or intolerance within the company. All employees will be encouraged to report any incidents of discrimination or intolerance to the manager. The manager shall then investigate and report all bona fide complaints to the Artís executive management team and provide recommendations for resolving the complaint and/or remedial/disciplinary actions. The executive management team is ultimately responsible for implementing any recommendations of the manager and shall take any other action necessary or appropriate to affect the Artís's zero-tolerance commitment against discrimination and intolerance in the workplace.

c. Measures:

- i. A quarterly evaluation of employee training records will be completed to ensure that all employees received diversity training upon hire and one year from provisional licensure, and each year thereafter.
- ii. A recording mechanism will be maintained to log all complaints filed, the disposition and any corrective action taken to ensure these were addressed within 2 weeks of the initial complaint.

d. Coordination Responsibility:

- i. Artís's manager will oversee progress toward the long-term hiring goal. The manager will include in the Annual Audit Report a narrative describing Artís's progress towards these interim and long-term hiring goals. These short-term metrics and oversight by the Human Resources Manager will ensure that Artís is regularly evaluating progress toward its diversity hiring goals and employing corrective actions if interim targets are not met.