MANAGEMENT AND OPERATIONS PROFILE
Request for a Certificate to Registration to Operate a Registered Marijuana Dispensary

INSTRUCTIONS

This application form is to be completed by a non-profit corporation that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health (the "Department") to submit a Management and Operations Profile.

Once invited by the Department to submit a Management and Operations Profile, the applicant must submit the Management and Operations Profile within 45 days from the date of the invitation letter, or the applicant must submit a new Application of Intent and fee.

If invited by the Department to submit a Management and Operations Profile for more than one proposed RMD, you must submit a separate Management and Operations Profile, attachments, and application fee for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

However, even if submitting a Management and Operations Profile for more than one RMD, an applicant need only submit one background check packet, including authorization forms for all required individuals, and fee associated with the background checks.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labelled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).
Mail or hand-deliver the *Management and Operations Profile*, with all required attachments, the $30,000 application fee, and completed Remittance Form to:

Department of Public Health  
Medical Use of Marijuana Program  
RMD Applications  
99 Chauncy Street, 11th Floor  
Boston, MA 02111

All fees are non-refundable and non-transferable.

**REVIEW**

Applications are reviewed in the order they are received.

After a completed application packet and fee is received by the Department, the Department will review the information and will contact the applicant if clarifications/updates to the submitted application materials are needed. The Department will notify the applicant whether they have met the standards necessary to be invited to submit a *Siting Profile*.

Applicants must receive an invitation from the Department to submit a Siting Profile within 1 year of the date of submission of the Management and Operations Profile or the applicant must submit a new *Application of Intent* and fee in order to proceed in the application process.

**PROVISIONAL CERTIFICATE OF REGISTRATION**

Applicants must receive a Provisional Certificate of Registration from the Department within 1 year of the date of the invitation letter from the Department to submit a Siting Profile. If the applicant does not meet this deadline, the application will be considered to have expired. Should the applicant wish to proceed with obtaining a Certificate of Registration, a new application must be submitted, beginning with an *Application of Intent*, together with the associated fee.

**REGULATIONS**

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100.

It is the applicant’s responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

**PUBLIC RECORDS**

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements at M.G.L. c. 4, § 7(26).

**QUESTIONS**

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@state.ma.us.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: PR
CHECKLIST

The forms and documents listed below must accompany each application, and be submitted as outlined above:

☑ A fully and properly completed *Management and Operations Profile*, signed by an authorized signatory of the applicant non-profit corporation (the “Corporation”)

☑ A copy of the Corporation’s *Articles of Organization*

☑ A copy of the Corporation’s Certificate of Good Standing from the Massachusetts Secretary of State. The Certificate of Good Standing must be dated no earlier than 90 days prior to the date the *Management and Operations Profile* is received by the Department.

☑ A copy of the Corporation’s bylaws

☑ An *Employment and Education* form (use template provided) for each of the following individuals: The Corporation’s Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations

☑ A bank or cashier’s check made payable to the *Commonwealth of Massachusetts* for $30,000

☑ A completed *Remittance Form* (use template provided)

☑ A sealed envelope with the name of the Corporation and marked “authorization forms,” that contains the background check authorization forms (use forms provided) and fee, for each of the following actors:

- Chief Executive Officer; Chief Operating Officer; Chief Financial Officer; individual/entity responsible for marijuana for medical use cultivation operations; individual/entity responsible for the RMD security plan and security operations; each member of the Board of Directors; each Member of the Corporation, if any; and each person and entity known to date that is committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, authorizations forms must be completed and signed by the entity’s Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

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SECTION A. APPLICANT INFORMATION

1. Massachusetts Medical Care Solutions, Inc.

   Legal name of Corporation

   Peter Russell

2. Name of Corporation’s Chief Executive Officer

3. 200 Highland Avenue, Suite 304, Needham, MA 02494

   Address of Corporation (Street, City/Town, Zip Code)

   Robert Carp

4. Applicant point of contact (name of person Department of Public Health should contact regarding this application)

   339-236-0088

5. Applicant point of contact’s telephone number

   rcarp@post.harvard.wdu

6. Applicant point of contact’s e-mail address

7. Number of applications: How many Management and Operations Profiles do you intend to submit?

   1

SECTION B. INCORPORATION

8. Attach a copy of the corporation’s Articles of Organization, documenting that the applicant is a non-profit entity incorporated in Massachusetts.

9. Attach a copy of the corporation’s Certificate of Good Standing from the Massachusetts Secretary of State. The Certificate of Good Standing must be dated no earlier than 90 days prior to the date the Management and Operations Profile is received by the Department.

10. Attach a copy of the corporation’s bylaws.

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SECTION C. NON-PROFIT COMPLIANCE

Answer each of the questions below to explain how the Corporation will remain in compliance with the non-profit requirements of Ch. 369 of the Acts of 2012, the regulations at 105 CMR 725.000, and “Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.” Please refer to the “Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance” document in completing this form.

11. Please identify any management company that the applicant intends to utilize and summarize the terms of any agreement or contract, executed or proposed, with the management company.

Massachusetts Medical Care Solutions, Inc. does not anticipate contracting with a management company.
12. Please identify any agreements or contracts, executed or proposed, in which the applicant will engage in a Related Party Transaction and summarize the terms of each such agreement.

Peter Russell, Chief Executive Officer and Director is also a contributor of 5% or more of the initial capital to operate the proposed RMD.

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13. Please identify whether any members of the Board of Directors are also serving as employees of the proposed RMD and, if so, their title and role with the proposed RMD.

Peter Russell, Chief Executive Officer of Massachusetts Medical Care Solutions, Inc., and a member of its board of directors will also serve as the COO, CFO, Cultivation Officer and Security Officer of the RMD. His role will include all day-to-day management decisions, implementing the Company's long and short term plans, and acting as a direct liaison between the board of directors and management. As CEO, Mr. Russell will work with the board of directors of the RMD to implement the initiatives determined by the board of directors to further the financial health of the non-profit, and maximize the patient-focused goals and objectives.

Our conflict of interest policy that addresses the potential conflicts raised by the answer to this question is attached.
14. Please identify whether any members of the Board of Directors are serving as officials, executives, corporate members or board members for any management company, investor or other third party proposed to contract or otherwise conduct business with the proposed RMD.

None of the board members, investors or third parties intend to contract or otherwise conduct business with the proposed RMD beyond employment with the actual licensee as previously defined.

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15. Please identify any contract or agreement, executed or proposed, under which a percentage or portion of the applicant's revenue will be distributed to a third party and summarize the terms of any such agreement or contract.

Massachusetts Medical Care Solutions, Inc. anticipates possibly signing any "Host Community Agreement" providing any percentage of revenue to the city or cities where our dispensaries may be housed.

The applicant agrees and attests that it will operate in compliance with all applicable state laws and regulations, including, but not limited to, laws regarding child support and taxation, as well as the “Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.”

05/22/2017

Signature of Authorized Signatory

Date Signed

Print Name of Authorized Signatory

Title of Authorized Signatory

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SECTION D. EXPERIENCE

16. Attach an Employment and Education form (use template provided) for each of the following individuals: The Corporation’s Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations.

17. Describe the experience, and length of experience, of the Corporation’s Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with running a non-profit organization or business.

Chief Executive Officer and Chief Financial Officer - Peter Russell has a significant background in public service as evidenced by the following: As the Director of Community Partnerships and a member of Attorney General Tom Reilly’s Senior Management Team, Peter was responsible for building relationships with key members of both the State and Federal Legislature, with the Massachusetts Mayors, with City Managers, with City Councilors, and with other elected state and local officials. Additionally, he worked with non-profit organizations and private companies to build successful partnerships on behalf of the Attorney General’s office. As an Assistant District Attorney, he was on the front lines representing the District Attorney’s Office in the Community. He was appointed to run and administer the weekly Community Based Justice Meetings in schools throughout Middlesex County. He was also appointed to run domestic violence round-tables with private companies and non-profit organizations throughout the County. He oversaw all domestic violence and juvenile cases in the Cambridge, Belmont, Arlington and Concord courts. In 2000, he was promoted to the Superior Court Child Abuse Unit.

Chief Operations Officer - Nancy Brackett currently serves as the chief paralegal and office manager at Russell & Associates and is responsible for managing all real estate transactions and coordinating closings with lenders, buyers, sellers, real estate brokers and attorneys involved; finalizing the figures for the Closing Disclosure Statements, reviewing and putting the final documents together, cutting the checks and sending out wires and preparing all necessary disbursements, post closing, curing title issues, keeping the files on target to meet the closing dates, obtaining/preparing any closing documents, such as deeds, Powers of Attorney and extensions to contracts. Additionally, she manages staff and real estate transaction work-flow, all attorney schedules, the firm’s filing systems, all administrative tasks including but not limited to: answering telephones, opening/sorting mail, ordering supplies, and maintaining vendor relationships.
18. Describe the experience, and length of experience, of the Corporation’s Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing health care services.

Chief Executive Officer - No experience with providing health care services.

Chief Operations Officer - No experience with providing health care services.

Chief Financial Officer - No experience with providing health care services.

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19. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing services for marijuana for medical purposes.

- Chief Executive Officer - No experience with providing services for marijuana for medical purposes.
- Chief Operations Officer - No experience with providing services for marijuana for medical purposes.
- Chief Financial Officer - No experience with providing services for marijuana for medical purposes.

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20. Describe the experience, and length of experience, of the Corporation’s individual/entity responsible for marijuana for medical use cultivation operations and individual/entity responsible for the RMD security plan and security operations with providing services for marijuana for medical purposes.

Individual responsible for marijuana for medical use cultivation operations - Brad Conley is an expert in cultivation as a mentee of a master grower of California medical marijuana. Brad's knowledge and experience exceeds regional norms for large-scale cultivation in the following areas: lighting, nutrients, growing mediums, cultivation equipment, garden environments, watering and nutrient delivery systems, pest and Disease, and grow room layout and designs to achieve the highest results in garden quality and efficiency.

Chief Security Officer - John McCabe is the founder of McCabe & Associates, investigative and security solutions. He is a 25-year veteran of the Massachusetts State Police where he served in a variety of investigative capacities. He worked as a detective assigned to the Attorney General’s Office working on numerous criminal investigations including narcotics, organized crime, high tech and white collar crimes. He also held a similar position in the Middlesex County District Attorney’s Office from 1983 to 1990. During his distinguished tenure, John McCabe also worked on special assignment with the U.S. Marshal’s Service tracking fugitives and with the Statewide Narcotics Unit - utilizing a variety of surveillance techniques including undercover work. He is experience and well versed in corporate security solutions and employee dispute resolution. He has personally provided executive level protection on throughout his 17 year career as a investigative and security specialist. John McCabe is a graduate of Northeastern University and has received numerous awards and commendations for his contributions to public safety.
SECTION E. OPERATIONS

21. Provide a summary of the RMD’s operating procedures for the cultivation of marijuana for medical use.

Massachusetts Medical Care Solutions will create Cultivation Facility Operating procedures, to be available for DPH review. Key procedures include:

- **FACILITY ACCESS** - Swipe cards encoded with detailed access areas. Upon entering facility, employees change into facility-provided pocket-less scrubs, shoe covers, and work wear.

- **VENDOR ACCESS** - Vendors must be preregistered with facility manager, issued ID badges (if on-site), and must be escorted at all times.

- **PRODUCTION AREA PROTOCOLS** - Protocols will be established for germination, vegetative growth, pruning and flowering, moving plants for flowering state and light deprivation, temperature monitoring, pH monitoring, nutrient monitoring, pest/pathogen monitoring, and general growing and cleaning tasks.

- **CARBON DIOXIDE TREATMENT** - Protocols will be set for monitoring CO2 levels for optimum plant growth and employee safety.

- **PLANT RFID TAGGING** - Plants will be RFID tagged, entered and tracked by commercial software for on-demand "seed-to-sale" tracking.

- **PROCESS FLOW** - All parts of the growth cycle will be documented utilizing labeling for different strains, seed and finished product storage, grow cycles, physical and computer inventory tracking, temperature/pH/nutrient and water readings, harvesting, drying, packaging and shipment to the dispensary.

- **NUTRIENT USE AND STORAGE** - Nutrients and chemicals must be entered into appropriate containers for safety and storage, and will always comply with organic requirements for Federal and State standards.

- **EMPLOYEE TRAINING AND MATERIALS** - Employee training will be ongoing. New employees will receive in-classroom and on-the-job training for their specific tasks, and will be mentored by the cultivation facility management.

- **FACILITY SECURITY AND SAFETY** - A security design plan and implementation of appropriate alarm and monitoring equipment to maintain a safe and secure facility will be completed. Employees will be trained in procedures for access, storage of equipment and chemicals, identification and facility admittance, emergency contacts, and ensuring alarm systems, camera systems, and other security devices and procedures are operational, uninterrupted, and constantly monitored and maintained.

- **PRODUCT SECURITY** - Plants, plant waste, harvested flowers and packaged inventory will be bar coded and stored in safes and/or specially locked and alarmed rooms.

- **EMPLOYEE SAFETY** - Employee training will include safe utilization of tools and chemicals.

- **WASTE MANAGEMENT & DISPOSAL** - Employees will be trained in packaging, neutralizing and destroying cannabis waste products.

- **MINIMIZING ENVIRONMENTAL IMPACT** - Training in pollution laws, disposal laws, odor prevention, light pollution and other hazards.

- **RECORD KEEPING** - Preparing test samples, plant counts, seed packaging and growth charts.

- **EMERGENCY PROCEDURES** - Protocols for fire, robbery, accident, power loss, etc.

- **ADVERSE EVENT REPORTING/RECALL PLANNING** - Incident reporting, emergency contacts, recall of plants or MIPS.
22. Describe the types and forms of Marijuana Infused Products ("MIPs") that the RMD intends to produce, if any.

The Massachusetts Medical Care Solutions dispensary intends to produce the following MIPS, all of which shall comply with the DPH guideline:

Transdermal/topical salve and patches, creams and lotions, tinctures, vaporizer oils, food, candy, bakery items and beverages.

LABELING AND PACKAGING - All labels will have printing in fonts that are at least 1/16” in size (minimum size will be a 12 point font with proportional size to Times Roman), per 105 CMR 725.105(E)(2). All packaging will be child-resistant and light-resistant, and labeled as containing cannabis. All products will provide a warning to keep away from children and store in a child proof place.

All MIPS will contain a label in English that states:

(1) The manufacturer’s name and address;
(2) A unique serial tracking number that will match the product with a producer batch and lot number so as to facilitate any warnings or recalls the department or producer deem appropriate;
(3) The final testing and packaging date;
(4) The expiration date;
(5) The product weight;
(6) A list of all active ingredients, including a terpenes profile, tetrahydrocannabinol (THC), tetrahydrocannabinol acid (THCA), cannabidiol (CBD), cannabidiolic acid (CBDA), and any other active ingredient that constitute at least 1% of the marijuana batch used in the product. (7) A listing of all non-cannabis ingredients.

All MIPS will conform to the 105 CMR 725.105(E)(3) labeling requirements.
23. Provide a summary of the RMD’s methods of producing MIPs, if the RMD intends to produce MIPs.

Pursuant to 105 CMR 725.100(A)(4), only the Massachusetts Medical Care Solutions cultivation center will produce MIPs that will be sold at its dispensaries.

MIP COMMERCIAL KITCHEN FACILITY SPECIFICATIONS - Massachusetts Medical Care Solutions will build a MIP commercial kitchen facility that fully complies to both M.G.L. 105 CMR 590.000 and 105 CMR 725. Sinks, hand-washing stations, storage, testing, wall coverings, bathroom requirements, HVAC, refrigeration and freezer, cooking areas, insect control, personnel uniforms, packaging areas, etc. will all follow and comply with all State and Federal guidelines (1999 Food Code and supplements). All employees making or handling MIPS will be SafeServ certified.

Massachusetts Medical Care Solutions will use the Heilodelp Precision PXI and Roto Vape extraction machine to separate trichromes and release cannabinoids from the products, creating a processed extract to be used to infuse edibles. All MIPS will be prepared using commercial recipes for candies, edibles, liquids, bakery items, etc., supported by specialty MIP technicians. All MIP batches will be recorded and tracked in a kitchen recording system, and all products will have a label containing the batch and production date. All batches will be tested with in-house equipment and through an independent third party commercial lab.

Massachusetts Medical Care Solutions will create an HACCP plan which will be available for review by the DPH.

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24. Provide a summary of the RMD’s operating procedures of the provision of security at the RMD.

Massachusetts Medical Care Solutions' security plan will include:

**OPERATIONAL SECURITY**
- Contingency plans for security threats
- Security during dispensary transactions
- Cultivation and dispensary emergency response
- Inventory tracking
- Employee training
- Visitor ID's and access permissions and restrictions
- Growth, sales, transportation and record keeping Reporting
- Registration card compliance

**FACILITY SECURITY**
- 24/7 redundant security system and monitoring
- Perimeter monitoring and alarms
- Product monitoring and tracking
- Facility parking, access control and employee monitoring
- Regular maintenance of the entire security system and protocols
- Swipe card access with employee-specific permissions and restrictions

**PROTOCOLS**
- Armed robbery procedures.
- Inventory theft.
- Facility fires.
- Driver robbery.

Employee cultivation, dispensary and transportation security training will include:
- Deterring and preventing unauthorized entry into restricted cultivation and dispensary areas and theft of cannabis and/or money from such areas restricted areas.

- Protecting transportation employees and cannabis during transportation and patients and caregivers while visiting or in the parking section of the dispensary.

- Securing and locking all cultivation and dispensary doors, included conference and storage rooms.

- Requiring proper IDs, state approved identification cards, “VISITOR” passes, and sign-in/out log book record keeping each day for any and all individuals entering any conference room or office or any area permitted or restricted area of the cultivation facility or dispensary, for any reason.

- Constant visual surveying by dispensary employees of patients on the premises, to identify and timely notify a dispensary manager if someone becomes disorderly or attempts to enter any restricted area of the dispensary.

- Requiring that all cannabis inventory remains in locked storage which is accessible only to approved employees.

- Point-of-sale training to require a dispensary manager to count out cash for a “drop” when the point-of-sale terminal drawer totals greater than $500. The manager will count the money, and the manager and dispensary employee manning the terminal drawer will initial the drop sheet with the time.

- Managers and employees double checking all locks and security equipment before leaving for the evening.

- The distribution and receipt of any keys used for the delivery vehicles, dispensary doors, storage cabinets, etc., must be authorized by the manager and signed for by the employee.

- Properly and clearly identifying all limited/restricted access areas by posting signs stating “EMPLOYEE ACCESS ONLY”.

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25. Provide a summary of the RMD’s operating procedures for the prevention of the diversion of marijuana.

Massachusetts Medical Care Solutions will utilize a multi-layered effort to prevent the diversion of marijuana. Diversion will be prevented by controlling inventory and access to it, together with an independent internal auditor who will be solely focused on maintaining a first-in, first-out inventory, along with weekly spot/random counts. Other dedicated efforts will include:

- Video surveillance with web based IP access, ability to export video per CMR 725.000.
- Swipe card programming.
- RFID Tagging.
- Floor plan and security mapping.
- Controlled timing safes.
- Controlled access to the dispensary for patients.
- Establishing restricted areas for inventory storage.
- Creating a log for current key holders, personal safe combination holders, and a log for changing passwords and locks when employee leaves.
- Dispensary closing checklists for security.
- Perimeter monitoring and foliage removal for unobstructed camera access.
- "Seed to Sale" software tracking (BioTrackTHC).
- Redscan (from Dakota Security) for horizontal and vertical detection.
- Restricted access signs.
- Duress, panic button and general alarm triggers.
- Cultivation Facility chain of custody manifest.
- Marijuana trimmings disposal protocol.
- Law enforcement communication, assistance and alerts.
- Dumpster locking and trash removal from facilities.
- Independent internal auditor.
- Daily inventory reconciliation.
- Visitor guidelines.
- Employee uniforms (pocketless).
- Plant trimming waste management.
- Employee security training.
- Security guard.
- Driver communications and GPS.
- Driver manifest.
- Driver chain of custody manifest.
- Robbery and incident reporting.

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26. Provide a summary of the RMD's operating procedures for the storage of marijuana for medical use.

Marijuana will be stored in several different vaults and/or secure rooms for harvested but not yet processed marijuana, drying room marijuana, inventory packaged at the cultivation center, inventory awaiting transport, and inventory at the dispensary. Marijuana being transported will have its own protocol.

Log for marijuana brought into vault/removed from vault.
Storage in the cultivation facility will be in vaults in swipe card controlled rooms.
Storage during transportation includes a mounted, locked box in the trunk of delivery vehicles.
Storage in the dispensary in time controlled vaults.
Chain of custody manifest for storage vault in dispensary.
Chain of custody manifests for all storage.
Inventory movement and removal manifests.
Limited inventory in the dispensary with restocking done after faxed/emailed request.
Vaults secured to floor, time locks, alarm contacts, meets DEA requirements for Schedule I drugs.
Access control to inventory through swipe card/credentials.
Audit trail from date and time stamping.
All vault rooms alarmed with hard line and cellular back up alarm.
Motion detectors in storage rooms.
All storage rooms will be away from exterior walls of facility.
Storage not visible to public.
All storage subject to visual and electronic surveillance monitoring.
Monitoring will be 24/7.
Security system will have auxiliary power sufficient for 24 hours.
27. Provide a summary of the RMD's operating procedures for the transportation of marijuana for medical use.

Massachusetts Medical Care Solutions' SOP for the transportation of marijuana includes:

- SOP's for transportation from cultivation center, to lab for testing, to a waste facility and to patients.
- Tamper proof manifest for driver accepting inventory for transport.
- Manager of cultivation facility must be present during hand off to driver.
- Manager must sign transport manifest, and receiving agent must sign as well.
- Copy of manifest signed by both driver and manager.
- All vehicles pre-fueled before accepting inventory.
- Document all stops in transit for reason of stop, duration, location, activities of employee during stop.
- Locked storage of original manifests.
- Retention policy of original manifests.
- All transported marijuana carried in unmarked cars with locked safe in trunk.
- All vehicles equipped with a cellular GPS tracker that will be viewable and monitored by the RMD during transport.
- All vehicles equipped with two way radios and company provided cell phones.
- Protocols for driver accident, robbery, incapacitation with incident forms.
- All vehicles staffed with two employees with current agent registration and drivers licenses.
- All vehicles stored in locked garage at night.

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28. Provide a summary of the RMD’s operating procedures for inventory management.

<table>
<thead>
<tr>
<th>Massachusetts Medical Care Solutions' inventory management SOP's include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventory records using seed to sale software.</td>
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<tr>
<td>Random counts and checks by independent internal auditor.</td>
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<tr>
<td>Counts done daily by managers.</td>
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<tr>
<td>All scales used to weigh usable cannabis certified and sealed.</td>
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<tr>
<td>All harvested and drying inventory stored in alarmed rooms.</td>
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<tr>
<td>All dried inventory packaged, labeled, bar coded and RFID tagged.</td>
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<tr>
<td>All inventory ready for shipping kept in vault.</td>
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<tr>
<td>All inventory in vault entered into software, with hard copy produced.</td>
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<tr>
<td>Control sheets placed at all vaults including inventory placed in storage.</td>
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<tr>
<td>All nutrients checked monthly for shelf life and contaminants.</td>
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<tr>
<td>All inventory placed in storage recorded for time, date, agent placing it in vault.</td>
</tr>
<tr>
<td>All damaged inventory inspected by manager and disposed of with appropriate software entry.</td>
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<tr>
<td>Procedures are in place for mandatory/voluntary recall of inventory.</td>
</tr>
<tr>
<td>Response protocol for inventory discrepancy.</td>
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<tr>
<td>Waste inventory manifest created by manager.</td>
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<tr>
<td>Reconciliations done at close of business every day including:</td>
</tr>
<tr>
<td>a. Plant count</td>
</tr>
<tr>
<td>b. Seed count</td>
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<tr>
<td>c. Clone count</td>
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<tr>
<td>d. Inventory in MIPS production area</td>
</tr>
<tr>
<td>e. All MIPS in process with infused marijuana stored in locked refrigerator/storage locker</td>
</tr>
</tbody>
</table>

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29. Provide a summary of the RMD’s operating procedures for quality control and testing of product for potential contaminants.

Massachusetts Medical Care Solutions will utilize an outside third party lab for testing. In house the SOP’s for quality control and testing include:

- All nutrients will be examined for contents & potential contaminants.
- Only biological pesticides will be applied.
- Filtered water will be used to prevent contamination.
- All workers will walk through a ceiling blower to remove potential contaminants before entering facility.
- Workers will walk through a special container of a water/chlorine mix to kill shoe borne contaminants.
- Application of gamma irradiation equipment to kill 99% of all micro-organisms.
- All testing performed subject to the Cannabis Inflorescence and Leaf monograph (American Herbal Pharmacopoeia) standards.
- Limit tests will include foreign organic matter, total ash, & acid-insoluble ash.
- All external testing done by state approved labs.
- All crops batch tested for pests, contaminants, mold and potency.
- Soil testing before use for contaminants and pests.
- Determination of sample size for internal and external testing.
- Written procedure for responding to contaminated samples.
- Additional batch sampled uniquely bar coded for further sampling.
- All testing documentation retained for five years
- Procedures in place for stability testing to determine shelf life for MIPS
- Random sampling of finished products currently for sale
- All nutrients and additives shelf life recorded and reviewed
- Expiration dates in large font on labels.

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30. Provide a summary of the RMD's operating procedures for maintaining confidentiality of registered qualifying patients, personal caregivers, and dispensary agents, as required by law.

Patient data will be entered into a database only accessible by licensed dispensary agents.
Network ports will be blocked for transmitting data except to the DPH.
Paper records will be stored in locked file cabinets accessible only by designated employees.
USB ports will be disabled to prevent copying files.

Information held by our RMD about registered qualifying patients, personal caregivers, and dispensary agents will be held in strict confidence and shall 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 DPH may access this information to carry out official duties.

All paper and/or computerized records shall be perpetually maintained, and in the event of the closure of our RMD, all records will be kept for at least 2 years at our expense, and in a form and location acceptable to the DPH.

No medical records will left unattended.
Employees will be trained and tested on patient confidentiality.
Passwords will be changed every thirty days.
Workstations/computers must be signed off when unattended.
No passwords may be written on any paper.
Workstations/computers may only be positioned in secure areas.
Software will provide a "digital trail".
All disclosures require written authorization.
Retention policies revised annually.
31. Provide a summary of the RMD’s personnel policies.

Massachusetts Medical Care Solutions has already created an Employee Handbook in anticipation of its need for both the dispensary and the cultivation facility. The Handbook contains the following headings, which covers in detail the personnel policy guidelines that will be initially introduced into the facilities:

- New Employee Policies
- Reference/background checks
- Time-Related Policies
- Compensation-Related Policies
- Personnel Records
- Conflicts of Interests
- General Confidentiality
- Professional Conduct
- Technology Policies
- Confidentiality of Records and Data
- Dispensary Manager Staff Development
- Communications
- Health, Safety and Security
- Fire and Safety
- Reporting Accidents
- Emergency Plan
- Smoking in the Workplace
- Violence-Free Workplace
- Lactation Accommodation
- Employee Relations
- Open Communication
- Standard of Conduct General Policy
- Employee Responsibility
- Responsibilities of Supervisors, Managers, Directors
- Employee Conduct
- Problem Resolution
- Employee Benefits
- Discretionary Benefits
- Employee Assistance Program
- Holidays
- Vacation Policy
- Leave of Absence
- Medical Leave of Absence
- Sick Leave
- Funeral Leave
- Jury Duty and Witness Leave Time
- Voting Time
- Unpaid Personnel Leave
- Pregnancy Disability Leave, Rehabilitation Leave, Military Leave
- Time Off for Victim of Domestic Violence or Sexual Assault
- Benefits During Leave
- Ending Employment
- Termination

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: PR
32. Provide a summary of the RMD’s operating procedures for dispensing of marijuana for medical use.

Dispensary agents will be trained in the following specific operating procedures:

- Uses of cannabis & cannabis derived products,
- Using the state’s database to insure valid patient registration, & to look up patient’s allowable medical marijuana purchases (based on the supply allowed by the state).
- Wear their ID badges at all times during their shift.
- Risks & side effects of medical marijuana.
- Specific compounds of medical marijuana which provide relief for different ailments.
- Require patients to produce state issued medical marijuana patient registration cards along with valid proof of identification.
- Transaction management & the point of sale system.
- Cash drops, inventory security, & inventory and cash reconciliation.
- CPR & first aid.
- Recommended dosages for patients for specific ailments.
- Recognize symptoms of substance abuse & report it to management.
- Safe food handling techniques for the sale of edibles.
- Communicate the arrival of any vendors, repair people or other outside guests to management to verify their credentials & to insure they are on the premises due to a request by management, & that they are constantly monitored.
- Patient record confidentiality and various information checklists.
- Emergency procedures & responses for burglary, theft, discovered diversion of product, accidents & any other issue that may arise during business hours.
- All product only available in pre-sealed bags.

Our Operations Manual is available for DPH review.
33. Provide a summary of the RMD’s operating procedures for record keeping.

Massachusetts Medical Care Solutions will utilize the BioTrackTHC Point of Sale software system for tracking seed to sale inventory, financial records, cultivation and facility records, dispensary records and to integrate accounting records originated in Quickbooks. Payroll will be performed by an outside service, and adjusting entries will be imported into BioTrackTHC. We will be able to track seeds through harvest, and any product that is transferred to the MIPS kitchen or destroyed. Our record keeping will include patient information, sales, seed-to-sale tracking and all other business components except for the following, which will be in an add on database:

- Internal Auditor Spot Counts
- Patient Record Shredding Log
- Cultivation Manual
- Emergency Action Plan (RMD also)
- Security Logs (RMD also)
- Visitor Log (RMD also)
- Pesticide Log Preventative Action Forms & Log
- Foreign Matter Inspection
- Integrated Pest Management Log
- Shipping Records
- Corrective and Preventative Actions
- Chain of Custody Logs
- Sample Collection Log
- Lot and Batch Release Log
- Recall Forms
- Employee Handbook/Training Log
- Sanitation Program
- Cannabis Destruction Records
- Waste Disposal Plan/Log
- Nutrient Dispensing Log
- Daily Opening/Closing Checklist
- Dispensary Compliance Seminar Guide
- End of Day Deposit Template
- Master Employee Scheduling Form
- Product Return Log
- Employee Applications
- Employee Discipline Reports

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34. Provide a summary of the RMD’s plans for providing patient education.

<table>
<thead>
<tr>
<th>Massachusetts Medical Care Solutions will provide educational materials about marijuana for patients and their primary caregivers. We will maintain an adequate supply of up-to-date education material available for distribution. The materials will contain information about various strains of marijuana and their different effects, and also various forms and route of administration. Massachusetts Medical Care Solutions will offer educational material for the selection of prepared marijuana and provide “tracking sheets” to qualifying patients and primary caregivers who request them to keep track of the strains used and their effects.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational material will include information on how to achieve proper dosage for different modes of administration, with an emphasis on using the smallest amount possible to achieve the desired effect. The impact of potency will also be explained.</td>
</tr>
<tr>
<td>Information on tolerance, dependence and withdrawal will be provided. If it is believed that a qualifying patient or primary caregiver is abusing marijuana there will be a protocol for reporting it to management. Safe storage material will be incorporated into the material.</td>
</tr>
<tr>
<td>Explanations of MIPS labels and allergy warnings will be included as well. Every patient will be informed regarding substance abuse signs and symptoms.</td>
</tr>
<tr>
<td>All patients will be assigned an education counselor who will be available specific hours to help answer questions.</td>
</tr>
</tbody>
</table>
35. Provide a summary of the RMD’s operating procedures for patient or personal caregiver home-delivery, if the RMD plans to provide home-delivery services.

Patient and/or personal Caregiver home delivery will be offered in specific instances to ensure access to medical marijuana.

Home delivery will be provided for patients who do not have access to public transportation, or whose medical condition severely restricts their movement and/or ability to leave their homes. Caregivers and patients alike must have first registered with the state and obtained the proper credentials. When a caregiver or patient requests home delivery, the dispensary agent handling the transaction must verify their credentials, prepare a delivery manifest identifying the patient, the amount to be purchased, the specific address and also provide the patient with an estimated delivery time. Assuming the requested dosage does not exceed the patient's purchase limit, the manager will give the delivery to the dispensary's drivers along with the proper manifest to be included in the full day's travel manifest. The driver will sign off on the chain of custody, and attempt to deliver the product. Upon arriving at the patient or caregiver's home, the we will request to view the registration card. If provided, and valid, we will collect the cash from the patient or caregiver, obtain a confirmation signature, and leave the medicine with the patient. We shall refuse to sell marijuana to anyone who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification in the Department supported database.
36. Provide a summary of the RMD’s policies and procedures for the provision of marijuana for medical use to registered qualifying patients with verified financial hardship without charge or at less than the market price.

The Massachusetts Medical Care Solutions Financial Hardship Program will provide reduced cost marijuana to patients with documented, verified financial hardship. The recipient must meet those criteria listed in CMR 725.004. There will be a sliding scale based on state poverty levels providing assistance to those patients that receive MassHealth or Supplemental Social Security Income, or if the individual’s income does not exceed 300% of the FPL, adjusted for family size. Patients who are at the level where their income is calculated to be 100% or less of the FPL will qualify for a free eighth of an ounce of medicine weekly. In the event a patient purchases more than the free product in a week, the medicine may be purchased at a 50% discount. The sliding scale provides for those earning 101% to 200% of the FPL will qualify for a 75% discount on an eighth of an ounce purchase per week. Additional medicine beyond the original eighth of an ounce purchased during a given week will qualify for a 50% discount. Patients whose annual income falls in the the range of 201%-300% will qualify for a 50% discount on an eighth of an ounce of medicine per week. Any amount acquired above the eighth of an ounce during a given week can be purchased at a 25% discount. Former military members whose current income is 200% or less of the FPL will receive a full ounce of medicine every two weeks for free. All information concerning our hardship fee scale will be posted in the dispensary.
37. Provide a summary of the training(s) that the RMD intends to provide to Dispensary Agents.

Upon hiring, all employees will go through initial and recurrent training. The training has two components, overall knowledge, and job specific knowledge. Each new employee will be taught the policies, standard operating procedures and tasks to be performed in their position, and to insure compliance with state law.

Massachusetts Medical Care Solutions will provide a mentor to each new employee who will assist in their training. Training will include the use and knowledge of:

<table>
<thead>
<tr>
<th>Dispensary operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Point of Sale operations</td>
</tr>
<tr>
<td>Product security</td>
</tr>
<tr>
<td>Facility security</td>
</tr>
<tr>
<td>Emergency drills for adverse events</td>
</tr>
<tr>
<td>Contents of the employee handbook</td>
</tr>
<tr>
<td>Contents of the Dispensary/Cultivation Operations Handbook</td>
</tr>
<tr>
<td>Patient interaction</td>
</tr>
<tr>
<td>Tours of the dispensary and cultivation facility</td>
</tr>
<tr>
<td>Verifying patient credentials</td>
</tr>
<tr>
<td>Using the DPH’s database, and the inhouse database</td>
</tr>
<tr>
<td>Patient record security and confidentiality of records</td>
</tr>
<tr>
<td>Educational materials</td>
</tr>
<tr>
<td>In depth knowledge of the strains and their effects on patients</td>
</tr>
<tr>
<td>Proper dosing</td>
</tr>
<tr>
<td>Understanding and reporting the signs of abuse,</td>
</tr>
<tr>
<td>Educational support materials.</td>
</tr>
<tr>
<td>Manifest requirements</td>
</tr>
<tr>
<td>Documentation for receiving inventory</td>
</tr>
<tr>
<td>Documentation for returned product</td>
</tr>
<tr>
<td>How to handle complaints</td>
</tr>
<tr>
<td>Emergency procedures for adverse events</td>
</tr>
<tr>
<td>Massachusetts laws (105 CMR 725)</td>
</tr>
<tr>
<td>Community relations</td>
</tr>
<tr>
<td>Specific job duties and descriptions</td>
</tr>
<tr>
<td>Product handling</td>
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<tr>
<td>Sanitation</td>
</tr>
<tr>
<td>Growing and cultivation policies</td>
</tr>
<tr>
<td>Inventory procedures and chain of custody</td>
</tr>
<tr>
<td>Quality control procedures</td>
</tr>
<tr>
<td>Understanding packaging and labeling</td>
</tr>
</tbody>
</table>

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38. Will the Corporation provide worker’s compensation coverage to the RMD’s Dispensary Agents?

   Yes ☒ No ☐

39. Will the Corporation obtain professional and commercial insurance coverage?

   Yes ☒ No ☐

40. Describe the Corporation’s plan to obtain liability insurance or place in escrow the required amount to be expended for coverage of liabilities.

   Massachusetts Medical Care Solutions has obtained a commitment for liability insurance and other general coverage required by 105 CMR 725.105(Q). The policy will provide for general liability, property coverage, coverage for business income and additional expenses and product liability. The general liability policy will have no less than $1,000,000 per occurrence, $2,000,000 in aggregate annually, and product liability for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually. The deductible for the liability policy is $5,000 per occurrence.
### SECTION F. CAPITAL CONTRIBUTORS

List all persons and entities known to date that are committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, list the entity’s Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

Attach additional tables if needed.

<table>
<thead>
<tr>
<th>Individual Name</th>
<th>Amount of Initial Capital Committed</th>
<th>Percentage of Initial Capital Committed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter Russell</td>
<td>$500,000.00</td>
<td>100%</td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Leadership Names</th>
<th>Amount of Initial Capital Committed</th>
<th>Percentage of Initial Capital Committed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Entity CEO/ED:</td>
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<td></td>
<td>Entity President/Chair:</td>
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<td></td>
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<tr>
<td></td>
<td>Entity CEO/ED:</td>
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<td>Entity President/Chair:</td>
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<td></td>
<td>Entity CEO/ED:</td>
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<tr>
<td></td>
<td>Entity President/Chair:</td>
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</tr>
</tbody>
</table>

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: PR.
Application __ of __
Applicant Non-Profit Corporation

ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory of the non-profit applicant corporation, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.

Peter Russell
Signature of Authorized Signatory

Date Signed
05/22/2017

Print Name of Authorized Signatory
Peter Russell

Title of Authorized Signatory
President

I hereby attest that if the corporation is allowed to proceed to submit a Siting Profile, the corporation is prepared to comply with all Siting Profile requirements.

Peter Russell
Signature of Authorized Signatory

Date Signed
05/22/2017

Print Name of Authorized Signatory
Peter Russell

Title of Authorized Signatory
President

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: PR.
ARTICLES OF ORGANIZATION
OF MASSACHUSETTS MEDICAL CARE SOLUTIONS, INC.
MAY 19, 2017

ARTICLE I
The exact name of the corporation is:
MASSACHUSETTS MEDICAL CARE SOLUTIONS, INC.

ARTICLE II
The purpose of the corporation is to engage in the following business activities:
THE PURPOSE OF THIS CORPORATION IS TO ENGAGE PROVIDING MEDICAL
EDUCATION AND GENERAL EDUCATION.

ARTICLE III
A corporation may have one or more classes of members. If it does, the designation of such
classes, the manner of election or appointments, the duration of membership and the
qualifications and rights, including voting rights, of the members of each class, may be set forth
in the by-laws of the corporation or may be set forth below:
THE CORPORATION SHALL HAVE ONE CLASS OF MEMBERS.

ARTICLE IV
Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the
corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the
corporation, or of its directors or members, or of any class of members, are as follows:

THIS CORPORATION SHALL EXIST PERPETUALLY. EACH DIRECTOR,
STOCKHOLDER AND OFFICER, IN CONSIDERATION FOR HIS SERVICES, SHALL, IN
THE ABSENCE OF FRAUD, BE IN DEMNIFIED, WHETHER THEN IN OFFICE OR NOT,
FOR THE REASONABLE COST AND EXPENSES INCURRED BY HIM IN CONNECTION
WITH THE DEFENSE OF, OR FOR ADVICE CONCERNING ANY CLAIM ASSERTED OR
PROCEEDING BROUGHT AGAINST HIM BY REASON OF HIS BEING OR HAVING
BEEN A DIRECTOR, STOCKHOLDER OR OFFICER OF THE CORPORATION OR OF
ANY SUBSIDIARY OF THE CORPORATION, WHETHER OR NOT WHOLLY OWNED,
TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING RIGHT OF
INDEMNIFICATION SHALL BE INCLUSIVE OF ANY OTHER RIGHTS TO WHICH ANY
DIRECTOR, STOCKHOLDER OR OFFICER MAY BE ENTITLED AS A MATTER OF
LAW. THE NUMBER OF DIRECTORS OF THE CORPORATION SHALL BE TWO (2)
WHICH NUMBER MAY BE INCREASED PURSUANT TO THE BYLAWS OF THE
CORPORATION. THE NAMES OF THE DIRECTORS WHO SHALL ACT UNTIL THE
FIRST MEETING OR UNTIL THEIR SUCCESSORS ARE DULY CHOSEN AND
QUALIFIED ARE KENNETH STEVENS AND KULDIP VAID.
ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

No. and Street: 200 Highland Avenue, Suite 304
City or Town: Needham State: MA Zip: 02494 Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box) Address, City or Town, State, Zip Code</th>
<th>Expiration of Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT</td>
<td>PETER RUSSELL</td>
<td>252 W Broadway, Unit 4, South Boston, MA 02127</td>
<td>2021</td>
</tr>
<tr>
<td>TREASURER</td>
<td>PETER RUSSELL</td>
<td>252 W Broadway, Unit 4, South Boston, MA 02127</td>
<td>2021</td>
</tr>
<tr>
<td>CLERK</td>
<td>PETER RUSSELL</td>
<td>252 W Broadway, Unit 4, South Boston, MA 02127</td>
<td>2021</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>PETER RUSSELL</td>
<td>252 W Broadway, Unit 4, South Boston, MA 02127</td>
<td>2021</td>
</tr>
</tbody>
</table>

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of: December
d. The name and business address of the resident agent, if any, of the business entity is:

PETER RUSSELL
252 W BROADWAY, UNIT 4
SOUTH BOSTON, MA 02127

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:

PETER RUSSELL

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 19th Day of May 2017. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

SIGNED

[Signature]
Peter Russell
To Whom It May Concern:

I hereby certify that according to the records of this office,

**MASSACHUSETTS MEDICAL CARE SOLUTIONS, INC.**

is a domestic corporation organized on **February 21, 2017**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,

I have hereunto affixed the Great Seal of the Commonwealth on the date first above written.

[Signature]

Secretary of the Commonwealth

Certificate Number: 17050366910

Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx

Processed by:
BY-LAWS

OF

MASSACHUSETTS MEDICAL CARE SOLUTIONS, INC.

Article 1.

Definitions

Section 1.01  **Name.** The "Corporation" shall mean: Massachusetts Medical Care Solutions, Inc., its successors and assigns.

Section 1.02  **Board.** The "Board" shall mean the Board of Directors of the Corporation.

Article 2.

Purposes, Objectives and Governing Instruments

Section 2.01  **The corporation is organized exclusively for nonprofit purposes including, but not limited to, providing medical marijuana to registered patients in the Commonwealth of Massachusetts. The corporation may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a corporation formed under Chapter 180 of the General Laws of Massachusetts, provided that the corporation shall at all times comply with the Massachusetts Code of Regulations section 725.100(A)(1) and the "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance" issued by the Massachusetts Department of Public Health by ensuring that it shall at all times operate on a nonprofit basis for the benefit of registered qualifying patients, and ensuring that all of its revenue is used solely in furtherance of its nonprofit purpose. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation.**

Section 2.02  **Governing Instruments.** The Corporation shall be governed by its Articles of Incorporation and its Bylaws.

Section 2.03  **Nondiscrimination Policy.** The Corporation will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

Section 2.04  **Limitations on Activities.** No part of the activities of the
Corporation shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Corporation operate a social club or any sort of for profit business.

Section 2.05 Conflict of Interest. A transaction in which a director or officer of the corporation has a financial or personal interest shall not be per se prohibited if it is determined that such transaction serves the best interests of the corporation. Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

Article 3.

Membership

The Corporation shall have one class of members. The membership shall be made up of all of the Directors.

Article 4.

Directors

Section 4.01 Annual Meeting. A meeting of the Board shall be held annually at such place, on such date and at such time as may be fixed by the Board, for the purpose of electing Directors, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.

Section 4.02 Number. The number of Directors constituting the entire Board shall be fixed by the Board, but such number shall not be less than two (2).

Section 4.03 Election and Term of Office. The initial Directors of the Corporation shall be those persons specified in the Certificate of Incorporation of the Corporation. Each Director shall hold office until the next annual meeting of the Board and until such Director’s successor has been elected and qualified, or until his or her death, resignation or removal.

Section 4.04 Powers and Duties. Subject to the provisions of law, of the Certificate of Incorporation and of these By-Laws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of the Corporation and shall exercise all the powers that may be exercised by the Corporation.
Section 4.05  **Additional Meetings.** Regular meetings of the Board may be held at such times as the Board may from time to time determine. Special meetings of the Board may also be called at any time by the President or by a majority of the Directors then in office.

Section 4.06  **Notice of Meetings.** No notice need be given of any annual or regular meeting of the Board. Notice of a special meeting of the Board shall be given by service upon each Director in person or by mailing the same to him at his or her post office address as it appears upon the books of the Corporation at least two business days (Saturdays, Sundays and legal holidays not being considered business days for the purpose of these By-Laws) if given in person, or at least four business days, if given by mailing the same, before the date designated for such meeting specifying the place, date and hour of the meeting. Whenever all of the Directors shall have waived notice of any meeting either before or after such meeting, such meeting shall be valid for all purposes. A Director who shall be present at any meeting and who shall not have protested, prior to the meeting or at its commencement, the lack of notice to him, shall be deemed to have waived notice of such meeting. In any case, any acts or proceedings taken at a Directors' meeting not validly called or constituted may be made valid and fully effective by ratification at a subsequent Directors' meeting that is legally and validly called. Except as otherwise provided herein, notice of any Directors' meeting or any waiver thereof need not state the purpose of the meeting, and, at any Directors' meeting duly held as provided in these By-Laws, any business within the legal province and authority of the Board may be transacted.

Section 4.07  **Quorum.** At any meeting of the Board, a majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting from time to time to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

Section 4.08  **Voting.** At all meetings of the Board, each Director shall have one vote. In the event that there is a tie in any vote, the President shall have an additional vote to be the tie-breaker.

Section 4.09  **Action Without a Meeting.** Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Section 4.10  **Removal.** Any Director may be removed for cause by vote of the Board provided there is a quorum of not less than a majority present at the meeting at which such action is taken.
Section 4.11 **Resignation.** Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 4.12 **Vacancies.** Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any Directors' meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

Section 4.13 **Committee.** The Board, by resolution adopted by a majority of the entire Board, may designate from among the Directors an executive committee and other standing committees, each consisting of one or more Directors, to serve at the pleasure of the Board, and each of which, to the extent provided in such resolution, shall have the authority of the Board. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Section 4.14 **Participation by Telephone.** Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article 5.

**Officers**

Section 5.01 **Election and Qualifications; Term of Office.** The Officers of the Corporation shall be a President, a Secretary, a Treasurer, and a Vice-President. The Officers shall be elected by the Board at the annual meeting of the Board and each Officer shall hold office for a term of one year and until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided in Sections 8 and 9 of this Article V. The same person may hold more than one office, except that the same person may not be both President and Secretary. The Board may appoint such other Officers as may be deemed desirable, including one or more Vice-Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. Such Officers shall serve for such period as the Board may designate.

Section 5.02 **Vacancies.** Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by the Board.
Section 5.03 Powers and Duties of the President. The President shall be the Chief Executive Officer of the Corporation. The President shall from time to time make such reports of the affairs and operations of the Corporation as the Board may direct and shall preside at all meetings of the Board. The President shall have such other powers and shall perform such other duties as may from time to time be assigned to the President by the Board.

Section 5.04 Powers and Duties of the Vice-Presidents. Each of the Vice-Presidents, if any, shall have such powers and shall perform such duties as may from time to time be assigned to such Vice President by the Board.

Section 5.05 Powers and Duties of the Secretary. The Secretary shall record and keep the minutes of all meetings of the Board. The Secretary shall be the custodian of, and shall make or cause to be made the proper entries in, the minute book of the Corporation and such books and records as the Board may direct. The Secretary shall be the custodian of the seal of the Corporation and shall affix such seal to such contracts, instruments and other documents as the Board or any committee thereof may direct. The Secretary shall have such other powers and shall perform such other duties as may from time to time be assigned to the Secretary by the Board.

Section 5.06 Powers and Duties of the Treasurer. The Treasurer shall be the custodian of all funds and securities of the Corporation. Whenever so directed by the Board, the Treasurer shall render a statement of the cash and other accounts of the Corporation, and the Treasurer shall cause to be entered regularly in the books and records of the Corporation to be kept for such purpose full and accurate accounts of the Corporation's receipts and disbursements. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the principal office of the Corporation during business hours. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board.

Section 5.07 Delegation. In case of the absence of any Officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

Section 5.08 Removal. Any Officer may be removed from office at any time, with or without cause, by a vote of a majority of the Directors then in office at any meeting of the Board.

Section 5.09 Resignation. Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the Corporation.
Article 6.

Bank Accounts, Checks, Contracts and Investments

Section 6.01 Bank Accounts, Checks and Notes. The Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation. The Board shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

Section 6.02 Contracts. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 6.03 Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

Article 7.

Indemnification

Section 7.01 Indemnity Under Law. The Corporation shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 7.02 Additional Indemnification.

(a) The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the Corporation, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a
Director or Officer of the Corporation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Corporation (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

(b) The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the Corporation or served at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Corporation under this Section 2, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the Corporation of the commencement thereof:

(i) The Corporation will be entitled to participate therein at its own expense; and,

(ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Corporation to the Indemnitee of
its election so to assume the defense thereof, the Corporation will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the Corporation in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnitee in the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be borne by the Corporation (it being understood, however, that the Corporation shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which the Indemnitee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 2 to the contrary notwithstanding, the Corporation shall not be liable to indemnify the Indemnitee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Corporation nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Corporation to the Indemnitee pursuant to this Section 2, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnitee in defending such action, suit or proceeding, other than those expenses for which the Indemnitee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Corporation shall make such payments upon receipt of (i) a written request made by the Indemnitee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnitee to repay such amount if it
shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation hereunder, and (iii) evidence satisfactory to the Corporation as to the amount of such expenses. The Indemnitee’s written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee may now or hereafter be entitled under the Corporation’s Certificate of Incorporation or otherwise under the Corporation’s By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

Section 7.03 Limitation. No amendment, modification or rescission of this Article VII shall be effective to limit any person’s right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

Article 8.

Dissolution

The Corporation may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Certificate of Incorporation and with State law.

Article 9.

Amendments

These By-Laws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by the vote of a majority of the Directors then in office.

Article 10.

Construction

In the case of any conflict between the Certificate of Incorporation of the Corporation and these By-Laws, the Certificate of Incorporation of the Corporation shall control.
These Bylaws were adopted at a meeting of the Board of Directors of Massachusetts Medical Care Solutions, Inc. on May 19, 2017.

Peter Russell
President

Peter Russell
Secretary

Peter Russell
Treasurer
**SECTION D. EMPLOYMENT AND EDUCATION FORM**

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation’s Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a Management and Operations Profile to the Department of Public Health.

<table>
<thead>
<tr>
<th>Name</th>
<th>Peter Russell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Address</td>
<td>252 W Broadway, Unit 4, South Boston, MA 02127</td>
</tr>
<tr>
<td>Title (at applicant non-profit corporation)</td>
<td>CEO</td>
</tr>
<tr>
<td>Name of Applicant Non-Profit Corporation</td>
<td>Massachusetts Medical Care Solutions, Inc.</td>
</tr>
</tbody>
</table>
| Highest Education Attained – Institution, Degree, and Year | Boston College Law School  
  JD  
  1997   |
### Management and Operations Profile - Employment and Education Form

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Title</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Russell &amp; Associates</td>
<td>Owner</td>
<td>2006-Present</td>
</tr>
</tbody>
</table>

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

Signature of the Individual: [Signature]

Date Signed: 3/12/07

---

Applicant Non-Profit Corporation: Massachusetts Medical Care Solutions, Inc.
**SECTION D. EMPLOYMENT AND EDUCATION FORM**

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a Management and Operations Profile to the Department of Public Health.

**Name**

John F. McCabe Jr.

**Residential Address**

8 Old North Rd.
Westborough, MA 01581

**Title (at applicant non-profit corporation)**

Owner/Manager

**Name of Applicant Non-Profit Corporation**

McCabe & Associates

**Highest Education Attained – Institution, Degree, and Year**

Northeastern University B.A. Business 1974
Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Title</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>McCabe &amp; Associates</td>
<td>Owner/Manager</td>
<td>2000 - Present</td>
</tr>
</tbody>
</table>

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

Signature of the Individual: ___________________________  Date Signed: 5-16-17
**SECTION D. EMPLOYMENT AND EDUCATION FORM**

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation’s Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a Management and Operations Profile to the Department of Public Health.

<table>
<thead>
<tr>
<th>Name</th>
<th>Nancy Brackett</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Address</td>
<td>38 Clark Street, Medway, MA 02053</td>
</tr>
<tr>
<td>Title (at applicant non-profit corporation)</td>
<td>CCO</td>
</tr>
<tr>
<td>Name of Applicant Non-Profit Corporation</td>
<td>Massachusetts Medical Care Solutions, Inc.</td>
</tr>
</tbody>
</table>
| Highest Education Attained – Institution, Degree, and Year | Catholic University of America
Bachelor of Arts
2001                   |
Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Title</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Russell &amp; Associates</td>
<td>Chief Paralegal / Office Manager</td>
<td>2007-present</td>
</tr>
</tbody>
</table>

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

Signature of the Individual: [Signature]

Date Signed: [Date]
SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation’s Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a Management and Operations Profile to the Department of Public Health.

Name

Bradford Conley

Residential Address

65 Plain St West Bridgewater Ma 02379

Title (at applicant non-profit corporation)

Cultivator

Name of Applicant Non-Profit Corporation

Massachusetts Medical Care Solutions, Inc.

Highest Education Attained – Institution, Degree, and Year

Southeastern Voke Tech High School Gen 2001

Local 103 Electrical School Journeyman 2006
Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Title</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Daily Hydro</td>
<td>Owner</td>
<td>3/2017 - Current Date</td>
</tr>
<tr>
<td>Mass Hydro</td>
<td>Manager</td>
<td>8/2013 - 3/2017</td>
</tr>
<tr>
<td>Self employed</td>
<td></td>
<td>10/2008 - 8/2013</td>
</tr>
<tr>
<td>Osstrow Electric</td>
<td>Apprentice/Journeyman</td>
<td>2006 - 10/2008</td>
</tr>
<tr>
<td>Local 103</td>
<td>Apprentice/Journeyman</td>
<td>2001 - 2008</td>
</tr>
</tbody>
</table>

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

Signature of the Individual

5/05/17
Date Signed
SECTION 1. PURPOSE:

Massachusetts Medical Care Solutions, Inc. is a nonprofit organization. Therefore, state regulatory and tax officials view the operations as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between Massachusetts Medical Care Solutions, Inc. and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of The Massachusetts Medical Care Solutions, Inc. honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of The Massachusetts Medical Care Solutions, Inc. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with The Massachusetts Medical Care Solutions, Inc. or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees who can influence the actions of Massachusetts Medical Care Solutions, Inc. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning The Massachusetts Medical Care Solutions, Inc.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to Massachusetts Medical Care Solutions, Inc.
2. Persons and firms from whom Massachusetts Medical Care Solutions, Inc. leases property and equipment.
3. Persons and firms with whom Massachusetts Medical Care Solutions, Inc. is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting Massachusetts Medical Care Solutions, Inc.
6. Agencies, organizations, and associations which affect the operations of Massachusetts Medical Care Solutions, Inc.
7. Family members, friends, and other employees.
8. Any situation where a member of the board of directors is also an employee.
SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with Massachusetts Medical Care Solutions, Inc.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with both the Massachusetts Medical Care Solutions, Inc. itself or any third party dealing with Massachusetts Medical Care Solutions, Inc.
3. Receiving remuneration for services with respect to individual transactions involving Massachusetts Medical Care Solutions, Inc.
4. Using Massachusetts Medical Care Solutions, Inc.'s time, personnel, equipment, supplies, or good will for other than Massachusetts Medical Care Solutions, Inc. approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with Massachusetts Medical Care Solutions, Inc. Receipt of any gift is disapproved except gifts of a value less than $50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy. The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of Massachusetts Medical Care Solutions, Inc.

However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.
Disclosure in the organization should be made to the chief executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the [board or a duly constituted committee thereof]. Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the [board or a duly constituted committee thereof].

The [board or a duly constituted committee thereof] shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to Massachusetts Medical Care Solutions, Inc. The decision of the [board or a duly constituted committee thereof] on these matters will rest in their sole discretion, and their concern must be the welfare of Massachusetts Medical Care Solutions, Inc. and the advancement of its purpose.

Massachusetts Medical Care Solutions, Inc.
CONFLICT OF INTEREST DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are termed "affiliated persons" and include the following:

1. your spouse, domestic partner, child, mother, father, brother or sister;
2. any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
3. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF EMPLOYEE OR BOARD MEMBER: (Please print) ___________________________________________________________________

2. CAPACITY: _____board of directors _____executive committee
   _____officer
   _____committee member _____staff (position): __________

3. Have you or any of your affiliated persons provided services or property to ________ in the past year?
   _____YES _____NO
   If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:
   ______________________________________________________________________
   ______________________________________________________________________

4. Have you or any of your affiliated persons purchased services or property from ________ in the past year?
   _____YES _____NO
If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

________________________________________________________________________
________________________________________________________________________

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which ________ was or is a party?
   ___YES ___NO
   If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

________________________________________________________________________
________________________________________________________________________

6. Were you or any of your affiliated persons indebted to pay money to ________ at any time in the past year (other than travel advances or the like)?
   ___YES ___NO
   If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

________________________________________________________________________
________________________________________________________________________

7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from ________ or as a result of your relationship with ________, that in the aggregate could be valued in excess of $1,000, that were not or will not be compensation directly related to your duties to ________?
   ___YES ___NO
   If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

________________________________________________________________________
________________________________________________________________________

8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving ________?
   ___YES ___NO
   If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

________________________________________________________________________
________________________________________________________________________

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by ________’s [board or a duly constituted committee thereof] in accordance with the terms and intent of ________’s conflict of interest policy?
   ___YES ___NO
If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

__________________________________________________________________________

__________________________________________________________________________

I HERBY CONFIRM that I have read and understand Massachusetts Medical Care Solutions, Inc.'s conflict of interest policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify [designated officer or director] immediately.

_____________________________ Signature

________________________________ Date

Massachusetts Medical Care Solutions, Inc.

GIFT POLICY AND DISCLOSURE FORM

As part of its conflict of interest policy, Massachusetts Medical Care Solutions, Inc. requires that directors, officers and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with Massachusetts Medical Care Solutions, Inc. or are a competitor of it. This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. "Responsible Person" is any person serving as an officer, employee or a member of the board of directors of Massachusetts Medical Care Solutions, Inc.

Section 2. "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3. "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to Massachusetts Medical Care Solutions, Inc. is not a "contract" or "transaction."

Section 4. Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than $50 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

1. Does or seeks to do business with Massachusetts Medical Care Solutions, Inc. or,

2. Does or seeks to compete with Massachusetts Medical Care Solutions, Inc. or,

3. Has received, is receiving, or is seeking to receive a Contract or Transaction with Massachusetts Medical Care Solutions, Inc..
GIFT STATEMENT

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

_____________________________________
Signature

_____________________________________
Date