



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor, Boston, MA 02111

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 817-660-5370
www.mass.gov/medicalmarijuana

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

RECEIVED

FEB 1 2 2018

INSTRUCTIONS

MA Dep. of P. & U. Health
99 Chauncy Street
Boston, MA 02111

This application form is to be completed by an entity 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 ("Department") to submit a *Management and Operations Profile* ("applicant").

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 more than one *Management and Operations Profile*, the applicant 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 *Employment and Education Form*, *Character and Competency Form* and background check packet, including authorization forms for all required individuals and entities, 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 labeled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided on 8 1/2" x 11" paper, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

Application 1 of 1

Applicant Corporation

Emerald Grove, Inc.

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 or updates to the submitted application materials are needed. The Department will notify the applicant whether it has 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, as well as materials posted on the Medical Use of Marijuana Program website: www.mass.gov/medicalmarijuana.

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).

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: AJ

Application 1 of 1
QUESTIONS

Applicant Corporation

Emerald Grove, Inc.

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: AJ

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
- ☒ A completed *Remittance Form* (use template provided)
- ☒ A bank or cashier's check made payable to the *Commonwealth of Massachusetts* for \$30,000
- ☒ A copy of the applicant's *Articles of Organization* (as outlined in Section B)
- ☒ A copy of the applicant's *Certificate of Good Standing* (as outlined in Section B)
- ☒ A copy of the applicant's bylaws or operating agreement (as outlined in Section B)
- ☒ An *Employment and Education Form* for each required individual (as outlined in Section D)
- ☒ A completed and signed *Character and Competency Form* for each required actor (as outlined in Section G)
- ☒ A sealed envelope with the name of the applicant and marked "authorization forms," that contains the background check authorization forms (use forms provided) and fee, for each of the following actors:

The 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 individual performing onsite services on behalf of a consulting or contracted company as Cultivation or Security Manager or the equivalent, if known during the application process; 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. If the applicant does not have a Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, it must identify the individuals performing the equivalent duties for the applicant and submit these forms for each said individual.

For entities contributing 5% or more of initial capital to operate the proposed RMD, the forms must be completed by the entity's Chief Executive Officer or Executive Director and President or Chair of the Board of Directors. If the entity does not have a Chief Executive Officer or Executive Director or President or Chair of the Board of Directors, it must identify the individuals performing the equivalent duties for the entity and submit these forms for each said individual.

SECTION A. APPLICANT INFORMATION

1. Emerald Grove, Inc.
Legal name of Applicant Corporation
2. Alexander Jamoulis
Name of Applicant Corporation's Chief Executive Officer
3. 31 Sadles Way, East Harwich, MA 02645
Mailing address of Applicant Corporation (Street, City/Town, Zip Code)
4. Alexander Jamoulis
Applicant Corporation's point of contact (name of person Department should contact regarding this application)
5. 774-722-4128
Point of contact's telephone number
6. Jamoulex@gmail.com
Point of contact's e-mail address
7. Number of applications: How many *Management and Operations Profiles* does the applicant intend to submit?

1

SECTION B. INCORPORATION

8. Attach a copy of the applicant's *Articles of Organization*, documenting that the applicant is an entity incorporated in Massachusetts.
9. Attach a copy of the applicant's *Certificate of Good Standing* from the Massachusetts Secretary of the Commonwealth. 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 applicant's bylaws (if a non-profit or domestic business corporation) or operating agreement (if a limited liability company).

SECTION C. NON-PROFIT COMPLIANCE

If the applicant is a non-profit corporation, answer each of the questions in Section C 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 Section.

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.

Emerald Grove, Inc. ("Emerald Grove") is evaluating various management company structures but has not yet identified the entity or terms for such an arrangement.

Pursuant to Emerald Grove's By-Laws, any contract with a management company will be approved by a majority vote of Emerald Grove's disinterested directors, and all compensation to the management company will reflect the fair market value for the supplies, equipment and/or services contracted for.

Emerald Grove has retained the counsel of Vicente Sederberg LLC to ensure its ongoing compliance with the non-profit requirements of Ch. 369 of the Acts of 2012, 105 CMR 725.000, and the Massachusetts Department of Public Health's "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance."

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.

Alexander Jamoulis is a Member, Director, CEO and COO of Emerald Grove.

Timothy Jamoulis is a Member, Director and CFO of Emerald Grove.

Demetra Jamoulis is a Member and Director of Emerald Grove.

All three of the above individuals are also capital contributors of greater than 5%. It is expected that Emerald Grove will execute a loan agreement with each of them for all funds provided to the RMD. While the terms of the loan agreement have not been finalized, the interest rate will not exceed 18% annum.

Once Emerald Grove has executed these loan agreement, Emerald Grove will provide a copy of the agreements to the DPH, along with an independent legal opinion stating that the proposed Related Party Transactions comply with the non-profit requirements of Ch. 369 of the Acts of 2012, M.G.L. c. 94I, the regulations at 105 CMR 725.000 and the DPH's Guidance on Non-Profit Compliance.

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.

Alexander Jamoulis is a member of Emerald Grove's Board of Directors and is also serving as Chief Executive Officer (CEO) and Chief Operating Officer (COO). Alexander Jamoulis will have overall responsibility and authority for managing the business and affairs of Emerald Grove and will also oversee Emerald Grove's day-to-day business operations.

Timothy Jamoulis is a member of Emerald Grove's Board of Directors and is also serving as Chief Financial Officer (CFO). As CFO, Timothy Jamoulis will have primary responsibility for overseeing the management and reporting of Emerald Grove's finances.

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.

There are no members of the Board of Directors that 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 Emerald Grove.

Should Emerald Grove propose to contract with any management company, investor, or other third party in the future, it will supplement its response to this question as necessary.

Application 1 of 1

Applicant Corporation

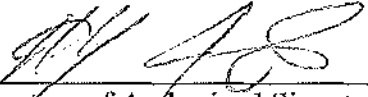
Emerald Grove, Inc.

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.

Emerald Grove, Inc. does not have any contract or agreement, executed or proposed, under which a percentage or portion of its revenue will be distributed to a third party.

ATTESTATION

The applicant agrees and attests that it will operate in compliance with the "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance."


Signature of Authorized Signatory

02/06/2018

Date Signed

Alexander Jamoulis

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

SECTION D. EXPERIENCE

16. Attach a completed and signed *Employment and Education Form* (use template provided) for each required individual (as outlined in the *Employment and Education Form*)
17. Describe the experience, and length of experience, of the applicant's Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer, or their equivalent, with running a business.

Alexander Jamoulis (CEO & COO) has 12 years of experience operating a business. Alex, along with his parents and brother Timothy, currently own and operate four liquor stores in Brockton, MA, and on Cape Cod. Alex has been managing liquor stores for the past 12 years and has never received an infraction. In this role, he has gained substantial experience that will be directly applicable to the operation of a retail medical marijuana dispensary, including inventory control and management, Point of Sale (POS) systems, identification verification, retail and customer service, and coordination with local law enforcement. Alex also completed the Cannabis Training University's (CTU) Master Certificate Program, where he studied marijuana cultivation, extraction and Marijuana Infused Product (MIP) manufacturing, dispensing and delivery operations, compliance, the medical benefits of marijuana, and marijuana business training. Alex received a degree in Culinary Arts from Cape Cod Community College.

Timothy Jamoulis (CFO) has over 13 years of experience operating a business. Along with his parents and his brother Alex, Tim currently owns and operates four liquor stores in Brockton, MA, and on Cape Cod and is responsible for managing the finances, social media and advertising for all four stores. In this role, he has gained substantial experience in scheduling, payroll, accounting, cash management, and coordinating deposits with banks. Tim received a B.S. in Business Administration from Stonehill College and an M.B.A. from Suffolk University.

Application 1 of 1

Applicant Corporation

Emerald Grove, Inc.

18. Describe the experience, and length of experience, of the application's Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer, or their equivalent, with providing health care services.

Alexander Jamoulis (CEO & COO) has no direct experience providing health care services.

Timothy Jamoulis (CFO) has no direct experience providing health care services.

19. Describe the experience, and length of experience, of the applicant's Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer, or their equivalent, with providing services for marijuana for medical purposes.

Alexander Jamoulis (CEO & COO) has no direct experience with providing medical marijuana services. However, Alex has completed the Cannabis Training University's (CTU) Master Certificate Program where he studied marijuana cultivation, extraction and Marijuana Infused Product (MIP) manufacturing, dispensing and delivery operations, compliance, the medical benefits of marijuana, and marijuana business training. Through CTU, Alex has been successfully trained and CTU Certified in all areas including: How to Grow Cannabis, Cannabis Cooking & Extractions, Cannabis Laws & Regulations, Budtending, Cannabis Dispensary Operations, Cannabis Delivery Service Operations, Cannabis as Medicine, Cannabis Business Training and Cannabis Careers.

Timothy Jamoulis (CFO) has no direct experience providing medical marijuana services.

20. Describe the experience, and length of experience, of the applicant'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.

Corey Baker (Director of Cultivation) has over four years of experience in marijuana cultivation and horticulture. Corey has been studying marijuana cultivation for over four years in both California and Massachusetts, where he completed marijuana cultivation and operations courses at the Cannabis Career Institute in Boston and Oaksterdam University in Oakland, CA. Corey has been a registered medical marijuana patient since 2014. Corey also has over four years of experience in landscaping, gardening, and property management, as well as lawn care, sod installation, tree removal and pruning, and plant and bed maintenance.

Ryan Toleno (Director of Security) has over four years of experience in corporate security, safety, and healthcare compliance. Ryan worked for three years at Atlantic Beer Garden and Whiskey Priest in Boston, where he managed security for both establishments. Ryan is certified by the Commonwealth of Massachusetts in crowd and riot control procedures. Ryan later transitioned to Cape Cod Ambulance Services, Inc. where he provided health care and ambulance services to elderly and sick patients and monitored the transportation vehicles to identify security threats. Ryan is certified by the Commonwealth of Massachusetts in CPR and First Aid procedures. Currently, Ryan works for Moonshine Liquors, where he assists with inventory management and coordinates security for all business locations on Cape Cod. Ryan is also TIPS certified by the Commonwealth of Massachusetts and is experienced in preventing alcohol intoxication, underage drinking and operating under the influence of alcohol.

SECTION E. OPERATIONS

21. Provide a summary of the applicant's operating procedures for the cultivation of marijuana for medical use.

Emerald Grove, Inc. (EGI) is committed to high-quality, sustainable cultivation practices to produce pharmaceutical-grade products meeting patient health needs. SOPs developed to: (1) Ensure agent, product, and public safety; (2) Produce consistent, predictable yields based on accepted science; and (3) Create transparent, fully compliant, efficient operations.

All phases of cultivation (strain selection, seed germination, selection of grow mediums and nutrients, lighting grow cycle, harvest, drying and curing) will take place in designated, locked, limited access areas monitored by surveillance camera system.

Any organic pesticides used will comply w/ DPH guidelines on U.S. DOA 7 CFR, Part 205 organic requirements. Soil will meet U.S. Agency for Toxic Substances & Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels. Cultivation best practices employed to limit contamination, incl. mold, fungus, bacterial diseases, rot, pests, non-DPH approved pesticides, mildew, and other contaminants.

All source soils/solids to be sampled/analyzed prior to use when new soils/solids are received from different source and annually. Samples collected representatively and diagram maintained for review. Duplicate samples collected at least annually and 1 for every 20 solid samples. Proper sampling steps followed. All Logbooks & Chain of Custody forms available for review. Water derived from PWS and public records of analysis available for review.

Best Mgmt. Practice, Good Agr. Practice, & Good Handling Practice to be used. RMD adopted marijuana cultivation standards from American Herbal Pharmacopoeia & American Herbal Products Association and adapted USDA Organic Standards and FDA standards to create holistic medical marijuana crop system. RMD has adopted or adapted the following:

- HACCP Principles & Appl Guidelines (Nat'l Adv. Comm. on Microbiological Food Criteria)
- Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables
- An introduction to On-Farm Food Safety Practice (Canadian Federation of Agriculture)
- Workbook on Greenhouse Gas Mitigation of Agricultural Managers

EGI's extensive SOPs include, but not limited to: CO2 Systems; Crop/Supply Mgmt. Disease Mgmt. Environmental Controls; Pest Management; Fertilizer/Soil/Media Management; Spray/Feeding Protocols; Nutrient Balance Check; Hygiene/Sanitation; Infected Handler Guidelines; Security/Limited Access Areas; Monitoring/Record keeping; Inventory Management/Storage; Procedure Variances; Quality Assurance; and Water Quality.

22. Describe the types and forms of Marijuana Infused Products ("MIPs") that the applicant intends to produce, if any.

To accommodate variety of patient needs and preferences, EGI will offer diverse product line including: (1) dissolving tablets, tinctures, sprays; (2) ready-to-use extracted hash oils, pre-dosed oil vaporizers; (3) capsules, cooking oils, edibles & beverages.

MIPs prepared, handled and stored in compliance with sanitation, food, and product handling requirements included in 725.105(C)(6). Kitchen staff required to complete a ServSafe Food Handler Program (or equivalent) to ensure proficiency in safe and sanitary food preparation and production. Certified Class II NTEP Balance used to weigh products.

MIPs prepared in a state-of-the-art, commercial kitchen, and lab-tested to provide exact dosage and consistent results. All MIPs packaged in plain, opaque, tamper-proof, and child-proof containers without depictions of the product, cartoons, or images other than our logo. No MIP will resemble any commercially available candy nor contain any non-approved additives. All products will have legible, firmly affixed label with wording at least 1/16 inch in size containing information required by 725.105(E)(2)-(3).

23. Provide a summary of the applicant's methods of producing MIPs, if the applicant intends to produce MIPs.

Extraction & MIPs production emphasizes consistent cannabinoid profile for predictability & effectiveness. Production & packaging will meet GMP & GHP. MIPs tested per 725.105(C)(2) & HACCP compliant. Leaves & flowers processed in safe & sanitary manner, free of contaminants. MIPs prepared w/ unadulterated ingredients from DPH approved source, handled on food-grade stainless steel tables with gloves, & packaged in secure area.

-Extraction: Supercritical CO2 extraction monitored by HPLC. Room will feature lab-grade HVAC system with HEPA filters, exhaust fans on ceiling & floor to account for heavier gases & properly engineered electrical system safe in presence of combustible gases.

-Base infusion: Pre-weighed quantity of usable marijuana is decarboxylated, weighed, heated, & weighed again for any weight loss due to evaporation. Decarboxylated marijuana is infused in butter or oil base & tested to confirm cannabinoid profile.

-Baking/Cooking: Once base used as ingredient, final product tested again for cannabinoid profile & potency. Results noted on batch labels.

-Packaging: plain, individual opaque, tamper-proof, child-proof containers

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

Emerald Grove SOPs for quality control & product testing include internal test protocols, such as extraction analysis & testing of excipients, ingredients & seed-to-sale tracking software.

We will meet Protocol for Sampling and Analysis of Finished Medical Marijuana Products & Marijuana-Infused Products requirements, including proper sampling collection practices & completion of Sample Logbook & Chain of Custody forms.

Contract w/ DPH approved independent accredited ISO 17025 laboratory. No agent will have a financial or other interest in lab. No lab staff will receive financial compensation from EGI. All lab staff performing tests will be registered as agents. Lab will test for cannabinoid profile & contaminants including mold, mildew, heavy metals, plant-growth regulators & presence of non-DPH approved pesticides as frequently as specified by DPH. Lab will provide a narrative pursuant to Finished MMJ Protocol 8.0. Excess product will be returned to RMD for disposal.

Results of all tests retained at least 1 year. Copies of pertinent third-party tests to accompany all products. Quality & testing SOPs to be available to patients/caregivers.

SOPs address voluntary/mandatory recalls, including due to any action initiated by DPH, as well as voluntary actions to remove defective/potentially defective product from the market.

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

EGI respects trust placed in us by patients and staff. Any patient, caregiver, and dispensary agent information obtained by EGI will be treated with the utmost integrity, kept strictly confidential, and will never be disclosed without specific, informed written consent, or as required under law or pursuant to a court order. However, DPH may access this information to carry out official duties. All dispensary agents will receive HIPPA & confidentiality training.

Patient-tracking software links to SSAE 16 certified server locations to ensure highest level of security. System authentication encrypted via industry standard SSL w/ use of server based platform. Servers protected by enterprise-class firewall & include biometric locks and 24-hour surveillance. Software will be DPH compliant & compatible w/ DPH's electronic system.

Access to database limited to key personnel. Data security strategies incl. frequent password changes (w/ length & character diversity requirements), personal flash drive bans on company computers, marking software for each system & securing systems when not in use. Physical copies of records stored in secure facility, with access limited to essential personnel.

Any loss or alteration of records related to marijuana/MIPS, registered patients, caregivers, or agents will be reported to DPH, law enforcement & protected party.

31. Provide a summary of the applicant's personnel policies.

EGI is equal opportunity employer committed to workplace safety, professional development, and equitable compensation/benefits. All board members, directors, agents, executives, managers & volunteers associated with Emerald Grove will be registered dispensary agents. All Emerald Grove agents must be at least 21 years old & not have been convicted of a felony drug offense (as verified by a mandatory CORI criminal background check).

Emerald Grove will immediately dismiss a dispensary agent who has diverted marijuana or engaged in unsafe RMD practices. Such activities will be reported to law enforcement & DPH. Personnel records will be kept for at least 12 months following termination of an employee. Any agent found to have violated any law/regulation or be convicted of any crime other than minor traffic violation may be subject to immediate dismissal. DPH will be notified no more than 1 business day after the dispensary agent ceases to be associated w/ Emerald Grove.

Additional Personnel Policies Include, but not limited to:

- Establishing staffing plan/records per 725.105(1)(4)(c) & emergency procedures/disaster plan
- Maintaining alcohol/smoke/drug-free workplace and sanitary requirements pursuant to 725.105(C)(6) and 105 CMR 300.000.
- ADA, FML, ERISA, COBRA compliance
- Non-Discrimination, Non-Disclosure/confidentiality, Harassment/sexual harassment

33. Provide a summary of the applicant's operating procedures for record keeping.

Emerald Grove is committed to accurate & transparent recordkeeping, in compliance with 725.105(G)-(I). Emerald Grove will utilize a customized seed-to-sale tracking software that specializes in traceability systems & meets DPH requirements.

Records maintained & available to DPH upon request include, but are not limited to:
-Staffing plan/Personnel, Board Members/executives/members, Agent training materials, Inventory, seed-to-sale records, CORI reports (properly obtained & separate from general personnel records), Assets & Liabilities, Monetary transactions, Account books & supporting documents, agreements, checks, invoices, etc., Sales (name of purchasing patient, quantity, form & cost), Business (employee salary/wages, stipend paid to board members, executive compensation, and any bonus/benefit/item of value paid to any individual affiliated with RMD), Product Sampling/Testing, Transportation, Security & Incident Reports, Waste disposal, Most recent 3rd party financial audit, Results of new/ongoing RMD agent background info, SOPS & any changes to SOPS, DPH notification/de-registration of RMD agents

We will immediately notify law enforcement/DPH within 24 hours of discovering any loss or unauthorized alteration of records related to marijuana, patients, caregivers, or agents. All records will be kept in secured locations pursuant to DPH regulations & stored at our expense for at least 2 years after closure in form/location acceptable to DPH.

34. Provide a summary of the applicant's plans for providing patient education.

Emerald Grove will have an adequate supply of up-to-date educational materials to provide to patients & caregivers pursuant to 725.105(K). Materials will be available in languages accessible to all of patients & caregivers will have an initial one-on-one educational consultation. All materials will be made available to the DPH upon request and include:

- Warnings- FDA has not analyzed or approved marijuana; limited information on side effects; potential health risks; marijuana should be kept away from children; driving under the influence of marijuana prohibited by MA law; machinery should not be operated
- Guide to Selecting Marijuana/MIPS- effects of various strains, forms & routes of administration, including proper storage & use of edibles
- Patient Log- Strains used & their associated effects
- Dosage Guidelines- Proper dosage & titration for each route of administration; emphasis on smallest amount for desired effect; impact of potency explained
- Info on tolerance, dependence & withdrawal
- Substance Abuse Facts- Signs & symptoms; referrals to abuse prevention & treatment
- Diversion Prevention- no distribution to any other individual; legal repercussions of diversion; instructions that unused or excess product must be returned for disposal.
- Patient Rights & HIPAA & Condition-specific booklets

36. Provide a summary of the applicant'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.

Emerald Grove is committed to assisting those with verified financial hardships. Applicants who have Verified Financial Hardship, i.e. are recipients of MassHealth, Supplement Security Income, or their income does not exceed 300% of the federal poverty level, adjusted for family size, shall qualify for Emerald Grove's financial hardship program.

Emerald Grove will provide patients with a financial affidavit form modeled after the form provided by the Supreme Judicial Council for use in the Courts to determine whether a patient qualifies for a Verified Financial Hardship per 105 CMR 725.004 and 105 CMR 725.100(A)(6). All patients with a documented Verified Financial Hardship defined by 105 CMR 725.004 will be provided reduced cost of free marijuana. Based on current projections, Emerald Grove plans to provide free and low cost medicine at the following levels to patients with a Verified Financial Hardship:

- Less than or equal to 100% of FPL: free up to 1 gram/week, 25% discount thereafter up to 1 ounce/month. Paraphernalia at cost.
- Greater than 100% but less than or equal 200% of FPL: free up to .5 gram/week, 15% discount thereafter up to 1 ounce/mnth. Paraphernalia at cost + 10%
- Greater than 200% but less than or equal to 300% of FPL: 5% discount on up to .5 ounce/month. Paraphernalia at cost + 20%.

37. Provide a summary of the training(s) that the applicant intends to provide to Dispensary Agents.

Emerald Grove's success is dependent on having knowledgeable, productive and efficient staff. All dispensary agents must complete training, consistent with Americans for Safe Access "Patient-Focused Certification" program, prior to performing job functions. 8 hours min. on-going training required annually. Training records include signed agent statement w/ date, time & place received training and the topics discussed, including the name and title of presenters. SOPs also detail training evaluations and performance reviews. Training will include the following topics:

- Humanitarian Use of Medical Marijuana Act/105 CMR 725.000
- Agent registration/self-reporting & Cultural diversity and interpreter services
- Compliance-laws regulations, Privacy/Confidentiality/HIPAA & Patients with disabilities/ADA
- Medical marijuana science, Community/patient relations & Law enforcement interaction
- Cash safety provisions & Building security/diversion prevention
- Cultivation/processing safety & security, Manufacturing/processing MIPs safety & security
- Dispensary safety & security/protocols (ID, purchase limits, etc.)
- Reasonable consumption practices and training on educating the patient
- Inventory mgmt. storage, and protection & -Emergency/incident management and reporting
- Product handling/sanitation, Packaging/labeling, Testing/sampling, Internal audits
- Record keeping/Reporting, Transportation, Waste disposal

38. Will the applicant provide worker's compensation coverage to its Dispensary Agents?

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Emerald Grove plans to contract with insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence.

We will carry automobile coverage, property and casualty coverage. Coverage to include business interruption protection to allow us to continue paying employees, vendors, taxes, & fees during reconstruction, if necessary. It will also provide capital for any necessary emergency inventory purchases from another RMD.

We will also carry personal & advertising injury insurance, as well as employment practice liability coverage for directors & officers. Staff transporting cash/medical marijuana/MIPS bonded. RMD will consider additional coverage based on availability & cost-benefit analysis.

If adequate coverage unavailable at reasonable rate, EGI will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from escrow replenished within 10 business days. We will keep reports documenting compliance with 725.105 (Q)

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 or Executive Director and President or Chair of the Board of Directors, or their equivalent.

Attach additional tables if needed.

Individual Name	Amount of Initial Capital Committed	% of Initial Capital Committed
Alexander Jamoulis	\$ 100,000	20.00
Timothy Jamoulis	\$ 100,000	20.00
Demetra Jamoulis	\$ 300,000	60.00
	\$	
	\$	

Entity Name	Leadership Names	Amount of Initial Capital Committed	% of Initial Capital Committed
N/A	Entity CEO or ED	\$	
	Entity Pres or Chair		
	Entity CEO or ED	\$	
	Entity Pres or Chair		
	Entity CEO or ED	\$	
	Entity Pres or Chair		

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: AJ

SECTION G. CHARACTER AND COMPETENCY FORMS

41. Attach a completed and signed *Character and Competency Form* (use templates provided) for each required actor (as outlined in the *Character and Competency Forms*). Please note that there is a "Form for an Individual" and a "Form for an Entity."

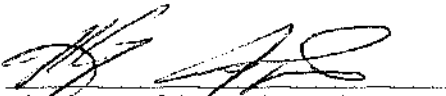
***NOTE: Copies of the original Character and Competency Forms submitted to the DPH with Emerald Grove, Inc.'s Application of Intent on November 21, 2017 are included.**

Application 1 of 1

Applicant Corporation
ATTESTATIONS

Emerald Grove, Inc.

Signed under the pains and penalties of perjury, I, the authorized signatory of the applicant, 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.

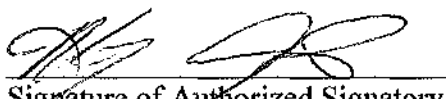

Signature of Authorized Signatory

02/05/2018
Date Signed

Alexander Jamoulis
Print Name of Authorized Signatory

Chief Executive Officer
Title of Authorized Signatory

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.


Signature of Authorized Signatory

02/05/2018
Date Signed

Alexander Jamoulis
Print Name of Authorized Signatory

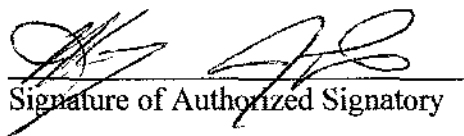
Chief Executive Officer
Title of Authorized Signatory

Application 1 of 1

Applicant Corporation

Emerald Grove, Inc.

I, the authorized signatory for the applicant, hereby attest that if the applicant is allowed to proceed to submit a *Siting Profile*, the applicant is prepared to comply with all *Siting Profile* requirements.


Signature of Authorized Signatory

02/05/2018

Date Signed

Alexander Jamoulis

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$35.00

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

Articles of Organization

(General Laws, Chapter 180)

Identification Number: 001289589

ARTICLE I

The exact name of the corporation is:

EMERALD GROVE, INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

THE CORPORATION IS ORGANIZED AND AT ALL TIMES SHALL BE OPERATED EXCLUSIVELY FOR CHARITABLE, SCIENTIFIC, CIVIC, RELIGIOUS, LITERARY, OR EDUCATIONAL PURPOSES PURSUANT TO MGL CHAPTER 180 § 4.

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:

MAY BE SET FORTH IN THE BY-LAWS.

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:

(If there are no provisions state "NONE")

THE CORPORATION IS ORGANIZED SOLELY FOR THE FURTHERANCE OF ITS NONPROFIT PURPOSES. THE NET EARNINGS OF THE NONPROFIT SHALL NOT INURE TO THE BENEFIT OF ITS MEMBERS, DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSON OR BE DISTRIBUTABLE THERE TO; HOWEVER, REASONABLE COMPENSATION MAY BE PAID, AT THE AUTHORITY OF THE CORPORATION, FOR SERVICES RENDERED AND PAYMENTS AND DISTRIBUTIONS MAY BE EXECUTED IN FURTHERANCE OF THE NONPROFIT PURPOSES OF THE CORPORATION. IN ACCORDANCE WITH THE STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS, THE BOARD OF DIRECTORS SHALL DISPOSE OF ALL THE ASSETS OF THE CORPORATION EXCLUSIVELY FOR THE PURPOSE OF THE CORPORATION, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, IN THE EVENT OF THE DISSOLUTION OF THE CORPORATION, AS THE BOARD OF DIRECTORS SHALL DETERMINE. THE CORPORATION'S OFFICERS AND DIRECTORS SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR A BREACH OF FIDUCIARY DUTY, O

R ARISING THEREOF, AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. HOWEVER, TO THE EXTENT THAT APPLICABLE LAW IMPOSES LIABILITY, THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR (I) FOR A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW, OR (III) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. TO THE EXTENT LEGALLY PERMISSIBLE, THE CORPORATION SHALL INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED – AT ANY TIME – AS AN OFFICER OR DIRECTOR OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES WITHOUT LIMITATION, WHICH SHALL INCLUDE, INTER ALIA, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY. HOWEVER, NO INDEMNIFICATION WILL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER IN WHICH THE INDIVIDUAL SHALL HAVE BEEN FINALLY ADJUDICATED TO HAVE NOT ACTED IN GOOD FAITH WITH THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION IN ANY PROCEEDING. FURTHER, A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING SHALL APPROVE ANY COMPROMISE OR SETTLEMENT PAYMENT THEREON. THE INDEMNIFICATION HEREUNDER PROVIDED WILL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, AND ADMINISTRATORS OR OTHER INDIVIDUALS ENTITLED TO INDEMNIFICATION. UNDER THE AUTHORITY OF THIS ARTICLE, THE RIGHT OF INDEMNIFICATION SHALL BE IN ADDITION TO – NOT EXCLUSIVE OF – ALL OTHER RIGHTS TO WHICH ANY INDIVIDUAL MAY BE ENTITLED. AS BETWEEN THE CORPORATION AND ITS INDEMNIFIED OFFICERS AND DIRECTORS, THIS ARTICLE CONSTITUTES A CONTRACT. AMENDMENTS TO OR REPEALS OF THE PROVISIONS OF THIS ARTICLE THAT ADVERSELY AFFECT THE RIGHTS OF AN INDEMNIFIED OFFICER OR DIRECTOR SHALL NOT APPLY TO ANY SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS THAT OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL.

Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

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

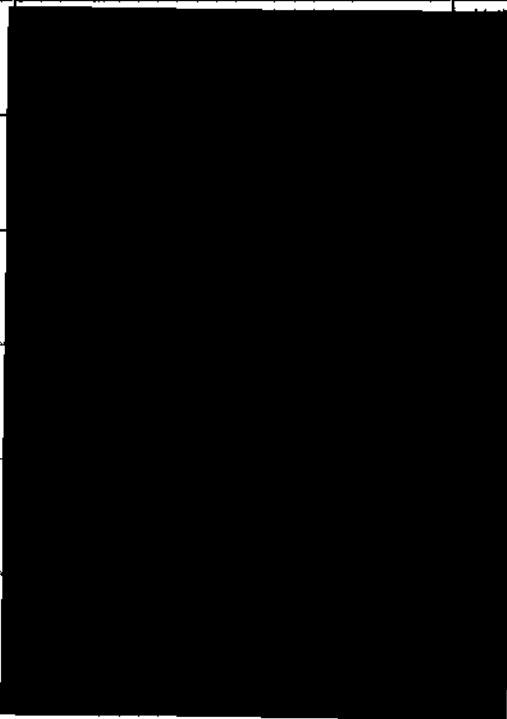
The information contained in Article VII is not a permanent part of the Articles of Organization.

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

No. and Street: 31 SADIES WAY
City or Town: HARWICH State: MA Zip: 02645 Country: USA

b. The name, residential street address and post office address of each director and officer of the

corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	ALEXANDER C. JAMOULIS		successors duly elected qualified
TREASURER	TIMOTHY S. JAMOULIS		successors duly elected qualified
CLERK	DEMETRA JAMOULIS		successors duly elected qualified
DIRECTOR	TIMOTHY S. JAMOULIS		successors duly elected qualified
DIRECTOR	DEMETRA JAMOULIS		successors duly elected qualified
DIRECTOR	ALEXANDER C. JAMOULIS		successors duly elected qualified

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:

Name: ALEXANDER C. JAMOULIS
No. and Street: 31 SADIES WAY
City or Town: HARWICH State: MA Zip: 02645 Country: USA

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:

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 6 Day of September, 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.)

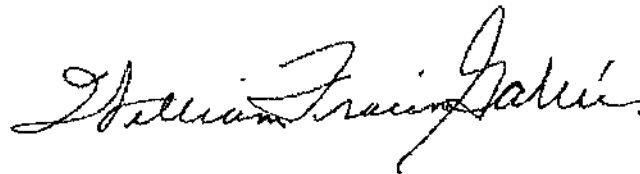
DAVID M. ULLIAN, ESQ. VICENTE SEDERBERG, LLC 1400 HANCOCK STREET, 3RD FLOOR QUINCY, MA 02169 ATTORNEY FOR EMERALD GROVE, INC.

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THE COMMONWEALTH OF MASSACHUSETTS

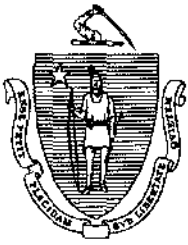
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

September 06, 2017 01:51 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

Date: February 06, 2018

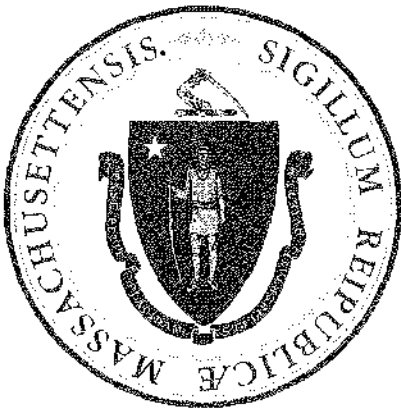
To Whom It May Concern :

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

EMERALD GROVE, INC.

is a domestic corporation organized on **September 06, 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.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18020113620

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

Processed by:

**CORPORATE BY-LAWS OF EMERALD GROVE, INC.
A MASSACHUSETTS NON-PROFIT CORPORATION**

**ARTICLE I
General Provisions**

Section 1.1 **Name.** The name of this Non-Profit corporation is Emerald Grove, Inc. and shall herein be referred to as the "Non-Profit."

Section 1.2 **Offices.** The principal business office of the Non-Profit shall be at 31 Sadies Way, Harwich, Massachusetts 02645. The Non-Profit may also have offices at such other places as the Non-Profit may require.

Section 1.3 **Fiscal Year.** The fiscal year of the Non-Profit shall begin on January 1 and end on the following December 31 of each year.

Section 1.4 **Voting Member(s).** The Non-Profit shall have three (3) voting members. No person now or hereafter designated by the Non-Profit as a "member" for fundraising or other purposes shall be or be deemed to be a member for purposes of the Articles of Organization or By-Laws of the Non-Profit nor shall such person have any voting or fiduciary rights or responsibilities of the Non-Profit.

**ARTICLE II
Statement of Purposes**

The Non-Profit is organized for non-profit purposes including, but not limited to, operating a Registered Marijuana Dispensary (RMD) as defined in 105 CMR 725.000 et seq. and providing patients with knowledgeable, dedicated, compassionate herbal medicine expertise, and high quality, affordable medicine. As permitted by law, the Non-Profit may engage in any and all activities in furtherance of, related to, or incidental to these purposes, the activities being lawful for a non-profit formed under Chapter 180 of the General Laws of Massachusetts. The RMD shall at all times operate on a non-profit basis for the benefit of registered qualifying patients and shall ensure that revenue of the RMD is used solely in furtherance of its non-profit purpose.

**ARTICLE III
Members**

Section 3.1 **Identity of Initial Members.** The initial members of the Non-Profit shall be Alexander C. Jamoulis, a resident of Massachusetts, Timothy S. Jamoulis, a resident of Massachusetts, and Demetra Jamoulis, a resident of Massachusetts (hereinafter referred to herein as the "Original Members"). In the event the Original Members die or become incapacitated and, at that time, there are no other Members (as defined below) remaining, the legal representative of the estate of the last surviving Original Member shall be vested with exclusive authority to appoint a substitute Member, subject to such terms and conditions, including terms and conditions with

respect to voting rights, as such legal representative may determine to be appropriate at the time of such appointment.

Section 3.2 Additional and Substitute Members. The Original Members may increase the number of members of the Non-Profit and may appoint additional members and substitute members on such terms and conditions, including terms and conditions related to voting rights, as the Original Members may from time to time determine ("Additional Members"). Rights conferred upon an Additional Member by the Original Members, including voting rights, need not be uniform for all Additional Members. As used in these Bylaws, the term "Member" shall refer only to the Original Members (including substitute members described in Section 3.1), unless and until the Original Members act to designate one or more Additional Members as specified in these Bylaws, at which time the term "Members" shall refer to the Original Members and the Additional Members collectively.

Section 3.3 Tenure. Unless a different term is designated at the time an Additional Member is admitted by the Original Members, for so long as a Member continues to comply with the qualifications, rules and regulations applicable to Membership as shall be established from time to time by the Members, each such Member shall continue to be a Member in good standing until such Member dies, resigns, withdraws, dissolves, becomes incapacitated or disqualified.

Section 3.4 Resignation. Any Member may resign by delivering a written resignation to the President or Clerk of the Non-Profit, to the Board of Directors, or to the principal office of the Non-Profit. Such resignation shall be effective upon receipt (unless specified to be effective at another time), and acceptance thereof shall not be necessary to make it effective; *provided, however*, that the non-resigning Members may act to accept such resignation immediately or at any other time sooner than the time specified by such resigning Member in his, her, or its resignation.

Section 3.5 Annual Meeting. The annual meeting of the Members shall be held on such day and at such hour as may be named in the notice of such meeting designated by the Members. In the event that the annual meeting is not held on such date, a special meeting in lieu thereof may be held with all of the force and effect of an annual meeting.

Section 3.6 Special Meetings. Special meetings of the Members may be called by the Members, the President or by a majority of the Directors, and shall be noticed by the Clerk, or in the case of the death, absence, incapacity or refusal of the Clerk, by any other officer.

Section 3.7 Notice. A written notice of the date, place, and hour of all meetings stating the purposes of the meeting shall be given by the Clerk (or by any other officer) at least seven (7) business days before the meeting to the Members. The Members may waive notice either before or after a meeting.

Section 3.8 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting and without notice if the Members unanimously consent to the action in writing and the written consent is filed with the

records of the meetings of the Members. Such consent shall be treated for all purposes as a vote at a meeting.

Section 3.9. Quorum; Action at Meetings; Proxy Voting Not Permitted. Except as otherwise provided by law, the Articles of Organization or these Bylaws, at all meetings of the Members, a majority of the total number of Members then in office shall constitute a quorum for the transaction of business, and the vote of a majority of the Members present and voting at a meeting when a quorum is present shall be the act of the Members. A majority of the Members present, whether or not a quorum is present, may adjourn any meeting to another time, date and place. Each Member shall be entitled to one (1) vote on any matter that comes before the Members. There shall be no voting by proxy.

Section 3.10. Presence through Communications Equipment. Unless otherwise provided by law or the Articles of Organization, Members may participate in a meeting by means of a conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

Section 3.11. Powers of the Members. In addition to and without limiting the powers, rights and privileges the Members shall have that are afforded to "members" of a Corporation organized under Chapter 180, the Articles of Organization, these Bylaws and other applicable law, the actions and powers of the Non-Profit listed below shall be reserved exclusively to the Member(s):

- (a) Adopt, amend, amend and restate, or repeal the Articles of Organization, these By-Laws or any Policies related thereto;
- (b) Change in the number of members of the Board of Directors of the Non-Profit;
- (c) Approval of any action that causes or permits the Non-Profit to engage in any activity that is not consistent with the purposes of the Non-Profit or do any act in contravention of these By-Laws, except as required by applicable law;
- (d) Approval of any action in conflict with these By-Laws or which would make it impossible to carry on the business of the Non-Profit, except as otherwise provided by these By-Laws or required by applicable law;
- (e) Approval of any sale, exchange, transfer, or other disposition of all, or substantially all, of the assets or operations of the Non-Profit;
- (f) Approval of any investments in, or acquisitions of, other businesses, unless such business or businesses are wholly owned by the Non-Profit;
- (g) Appointment of any Additional Members to the Non-Profit;

- (h) Approval of any action causing the Non-Profit to assign the right to apply for a license or establish a cultivation, distribution or retail facility to grow, distribute or sell marijuana for adult, recreational use in Massachusetts;
- (i) Approval of any transaction with a Member or any Affiliate of a Member;
- (j) Amendment, modification, or termination of any management service agreements in any manner materially detrimental to the Non-Profit, unless required by law, rule, regulation or government agency or other government administrative body; provided that the Members may extend and/or renew the term of any management services agreements;
- (k) Approval of any act which would expose any Member to unlimited liability for any debt or obligation of the Company
- (l) Approval of any merger, consolidation, or similar transaction involving the Non-Profit;
- (m) Approval of any conversion of the Non-Profit into a for-profit corporate entity;
- (n) Approval of any plan of dissolution of the Non-Profit, or other action related to dissolution or liquidation of the Non-Profit;
- (o) Appointment, suspension or removal of a Member of the Non-Profit; and
- (i) Authorize the Non-Profit to enter into any agreement to do any of the foregoing.

ARTICLE IV **Board of Directors**

Section 4.1 Authority. The business and affairs of the Non-Profit shall be controlled and governed by the board of directors, which shall have the right to exercise all powers and duties of a board of directors under Massachusetts law, subject to Sections 3.11 and 4.14.

Section 4.2 Composition. The number of directors and the manner by which new directors are nominated and appointed shall be determined by the Members.

Section 4.3 Terms of Office. The Members shall determine the length and number of terms to be served by directors.

Section 4.4 Meetings. The board of directors shall hold annual meetings each year and may select the time and place for annual and other meetings of the board. The board of directors must meet a minimum of once per year at the principal place of business. Other meetings of the board of directors may be called by the Members, the president or by a majority of the directors

then in office by delivering notice in writing, of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

Section 4.5 Quorum and Voting. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board. At any meeting of the board of directors at which a quorum is present, a majority of those directors present shall decide any matter, unless a different vote is specified by law, the Articles of Organization, or these By-Laws. A tie vote shall result in the motion or action being defeated.

Section 4.6 Meetings by Remote Communication. One or more directors may attend any annual, regular, special, or committee meeting of the board through telephonic, electronic, or other means of communication by which all directors have the ability to fully and equally participate in all discussions and voting on a substantially simultaneous basis. Such participation shall constitute presence in person at such meeting.

Section 4.7 Action Without a Meeting. Any action required or permitted to be taken at any board meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors with respect to such subject matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a vote of the board of directors.

Section 4.8 Waiver of Notice for Meetings. Whenever any notice of a meeting is required to be given to any director under the Articles of Organization, these By-Laws, or the laws of the Commonwealth of Massachusetts, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

Section 4.9 Committees. By majority vote, the board of directors may create such standing and special committees as it determines to be in the best interest of the Non-Profit. The board of directors shall determine the duties, powers, and composition of such committees, except that the board shall not delegate to such committees those powers which by law may not be delegated. Each such committee shall submit to the board of directors at such meetings as the board may designate, a report of the actions and recommendations of such committees for consideration and approval by the board of directors. Any committee may be terminated at any time by the board of directors.

Section 4.10 Compensation. Directors, as such, shall not receive any salaries for their services on the board, but directors shall not be precluded from serving the Non-Profit in any other capacity and receiving reasonable compensation.

Section 4.11 Resignation. Any director may resign by delivering a written resignation to the Non-Profit at its principal office or to the president or clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

Section 4.12 Removal. Any director may be removed with or without cause, by a vote of a majority of the Members at any meeting of the Members.

Section 4.13 Vacancies. Any vacancy occurring in the board of directors shall be filled by the Members. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 4.14 Powers. The board of directors shall manage, control and be responsible for oversight of the affairs and property of the Non-Profit, and at all times may exercise on behalf of the Non-Profit all lawful powers, rights and privileges of the Non-Profit under Chapter 180 and any other applicable law, except those powers reserved to the Members by law, the Articles of Organization or these Bylaws. The board of directors may delegate its powers, or a portion thereof, to committees that either consist solely of directors or give voting power only to directors on any such committee, except that the board of directors may not delegate the powers specified in Section 55 of Chapter 156B of the Massachusetts General Laws or other actions under Massachusetts law that require action by the board of directors including, without limitation, the Board may not delegate the power to change the location of the principal office of the Non-Profit. The board of directors may not exercise the powers in Section 3.11 that are reserved exclusively to the Members. Subject to these Bylaws and applicable law, the board of directors may authorize the Members, officers, attorneys or agents of the Non-Profit to act on its behalf subject to such limitations as the board of directors determines.

ARTICLE V

Officers

Section 5.1 Officers. The officers of the Non-Profit shall be a president, treasurer, clerk, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, and such other officers as may be elected in accordance with the provisions of this Article V.

Section 5.2 Appointment. The officers of the Non-Profit shall be appointed by the board of directors at least one time every two years. Each officer shall hold office until a successor shall have been elected and qualified.

Section 5.3 Vacancies. A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

Section 5.4 Removal. Any officer may be removed with or without cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors.

Section 5.5 President. The president shall preside at all meetings of the board of directors. The president, or other proper officer or agent of the Non-Profit authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 5.6 **Treasurer.** The treasurer, or other proper officer or agent of the Non-Profit authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the Non-Profit; receive and give receipt for moneys due and payable to the Non-Profit from any source whatsoever, and deposit all such moneys in the name of the Non-Profit in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors.

Section 5.7 **Clerk.** The clerk shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these By-Laws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

ARTICLE VI **Corporate Transactions**

Section 561 **Contracts.** The Chief Executive Officer and the Chief Operating Officer are authorized to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Non-Profit. The board of directors may authorize any officer or officers, agent or agents of the Non-Profit in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Non-Profit, and such authority may be general or confined by specific instances.

Section 6.2 **Indebtedness.** All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Non-Profit, shall be signed by the president or treasurer, or such other officer or agent of the Non-Profit as from time to time may be determined by the board of directors. In the absence of such determination of the board, such instruments shall be signed by the president or treasurer of the Non-Profit.

Section 6.3 **Deposits.** All funds of the Non-Profit shall be deposited from time to time to the credit of the Non-Profit in such banks, trust companies, brokerages, or other depositories as the board of directors shall select.

ARTICLE VII **Books and Records**

The Non-Profit shall keep at the principal office of the Non-Profit correct and complete books and records of account; minutes of the proceedings of board of directors; and a register of the names and addresses of the directors of the Non-Profit. All books, and records of the Non-Profit may be inspected by any Member(s), director, or agent or attorney thereof, for any proper purpose at any reasonable time.

ARTICLE VIII
Restrictions on Activities

The Non-Profit shall operate on a non-profit basis for the benefit of registered qualifying patients. Such corporation must ensure that revenue of the Non-Profit is used solely in furtherance of its nonprofit purpose. Any contract with the Non-Profit that requires the aggregate expenditure by Non-Profit to a third party in excess of one hundred fifty thousand (\$150,000.00) dollars shall be approved by a majority vote of the disinterested directors.

ARTICLE IX
Dissolution

In the event of dissolution of the Non-Profit, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the Non-Profit, dispose of all the assets of the Non-Profit exclusively for the purposes of the Non-Profit, as the board of directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

ARTICLE X
Conflicts of Interest

Whenever a Member, director or officer has a financial or personal interest in any matter coming before the Members or the board of directors, the affected person and transaction shall comply with the Conflicts of Interest Policy set forth in Appendix 1.

ARTICLE XI
Personal Liability

No Member, officer or director of the Non-Profit shall be personally liable to the Non-Profit for monetary damages for, or arising out of, a breach of fiduciary duty as a Member, officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of a Member, officer or director to the extent that such liability is imposed by applicable law (a) for a breach of the Member's, officer's or director's duty of loyalty to the Non-Profit or its members, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of applicable state or local law, or (c) for any transaction from which the officer or director derived an improper personal benefit.

ARTICLE XII
Indemnification

The Non-Profit shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a Member, officer or director of the Non-Profit against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in

connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Non-Profit; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article XII shall be in addition to and not exclusive of all other rights to which any person may be entitled.

This Article XII constitutes a contract between the Non-Profit and the indemnified officers and directors. No amendment or repeal of the provisions of this Article XII which adversely affects the right of an indemnified Member, officer or director under this Article XII shall apply to such Member, officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

ARTICLE XIII

Amendments to By-Laws

These By-Laws may be amended or repealed by a majority vote of the Members.

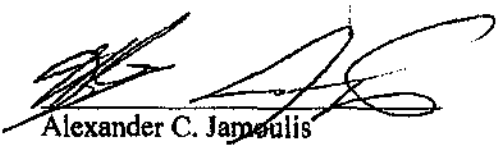
ARTICLE XIV

Policies

The board of directors may adopt policies that shall be incorporated into these By-Laws. The following policies have been adopted and incorporated herein:

Appendix 1: Conflict of Interest Policy
Appendix 2: Whistleblower Policy
Appendix 3: Document Retention and Destruction Policy
Appendix 4: Compensation Setting Policy
Appendix 5: Comprehensive Information Security Policy
Appendix 6: Antitrust Policy

I, Alexander C. Jamoulis, the President of Emerald Grove, Inc., do hereby attest that the foregoing is a true copy of the By-Laws of the Non-Profit and that said By-Laws were duly adopted on September 6, 2017.



Alexander C. Jamoulis

President of Emerald Grove, Inc.

Appendix 1

EMERALD GROVE, INC. CONFLICT OF INTEREST POLICY

I. Conflict of Interest Policy

All Members, Directors, officers and other persons in a position of significant authority designated by the Board of Directors or the President of the Non-Profit shall adhere to such policies on conflicts of interest as may be adopted from time to time by the Directors and the Members.

II. Transactions with Interested Parties

Nothing shall prevent the Non-Profit from entering into any contract or transaction between the Non-Profit and one or more of its Members, Directors or officers, or between the Non-Profit and any other corporation, partnership, association, or other organization in which one or more of the Non-Profit's Members, Directors or officers are directors or officers, or have a financial interest. In addition, no contract or transaction between the Non-Profit and one or more of its Members, Directors or officers, or between the Non-Profit and any other corporation, limited liability company, partnership, association, or other organization in which one or more of the Non-Profit's Members, Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Member, Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction or solely because the votes of such Member, Director or officer are counted for such purpose, if:

- (a) the material facts as to his, her or its relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or
- (b) the material facts as to his, her or its relationship or interest and as to the contract or transaction are disclosed or are known to the Members (provided that the Member is disinterested), and the contract or transaction is specifically approved by the vote of the Members; and
- (c) the contract or transaction is fair as to the Non-Profit as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the Members.

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Appendix 2

EMERALD GROVE, INC. WHISTLEBLOWER POLICY

I. Expectation

Emerald Grove, Inc. (the "Non-Profit") expects Members, directors, officers and employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

II. Open Door Policy

If any Member, director, officer or employee has complaints, concerns, or questions as to the ethics or legality of a particular action taken by another Member, director, officer or employee, he/she is encouraged to raise such complaints, concerns or questions with the relevant individual. With respect to directors, the relevant individual is the president of the board of directors or any other director. With respect to Members, the relevant individual is the President of the Board of Directors or any Director. With respect to officers and employees, the relevant individual is the Chief Executive Officer, if there is one in office, and if not, any member of the board. In the event the Member, director, officer or employee believes there may have been a legal transgression, and that it is not reasonable to raise the issue with a board member or the Chief Executive Officer, he/she should contact an outside attorney. Anyone filing a complaint concerning a violation or suspected violation of a law, regulation or ethical requirement must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Individuals making baseless or malicious accusations will be disciplined up to and including termination.

III. Requirement of Investigation

Within a reasonable time of receiving a complaint, concern or question regarding compliance with a law, regulation or ethics requirement, the Chief Executive Officer and/or board member shall open an investigation into the matter and pursue it to resolution. Should the Chief Executive Officer or board member find that a law, regulation or ethics requirement has been violated, appropriate action should be taken.

IV. Confidentiality

To the degree possible, the names of the individuals reporting under this Whistleblower Policy shall be kept confidential.

V. Protection from Retaliatory Action

Neither the Non-Profit nor its Members, directors, officers, or employees may take any negative employment or other retaliatory action against any Member, director, officer or employee who in

good faith reports a violation of a law or regulatory requirement. A Member, director, officer, or employee who retaliates against someone who has reported a violation in good faith is subject to discipline including, but not limited to, termination of employment.

VI. General Policy

This general policy is not a contract and it may be rescinded or amended at any time by the Non-Profit. It is not intended to and does not create any legally enforceable rights whatsoever for any employee.

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Appendix 3

EMERALD GROVE, INC. DOCUMENT RETENTION AND DESTRUCTION POLICY

I. Retention Policy

Emerald Grove, Inc. (the "Non-Profit") takes seriously its obligations to preserve information relating to litigation, audits, and investigations. The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Non-Profit may be required to keep in the future, and may include records that the Non-Profit is not required to keep.

From time to time, the Non-Profit may suspend the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings.

File Category	Item	Retention Period
Corporate Records	<i>By-Laws and Articles of Organization</i>	Permanent
	<i>Member and Board resolutions</i>	Permanent
	<i>Member, Board and committee meeting agendas and minutes</i>	Permanent
	<i>Conflict-of-interest disclosure forms</i>	4 years
Finance and Administration	<i>Financial statements (audited)</i>	7 years
	<i>Auditor management letters</i>	7 years
	<i>Payroll records</i>	7 years
	<i>Check register and checks</i>	7 years
	<i>Bank deposits and statements</i>	7 years
	<i>Chart of accounts</i>	7 years
	<i>General ledgers and journals (includes bank reconciliations)</i>	7 years
	<i>Investment performance reports</i>	7 years
	<i>Equipment files and maintenance records</i>	7 years after disposition
	<i>Contracts and agreements</i>	7 years after all obligations end

	<i>Correspondence — general</i>	3 years
Insurance Records	<i>Policies — occurrence type</i>	Permanent
	<i>Policies — claims-made type</i>	Permanent
	<i>Accident reports</i>	7 years
	<i>Safety (OSHA) reports</i>	7 years
	<i>Claims (after settlement)</i>	7 years
	<i>Group disability records</i>	7 years after end of benefits
Real Estate	<i>Deeds</i>	Permanent
	<i>Leases (expired)</i>	7 years after all obligations end
	<i>Mortgages, security agreements</i>	7 years after all obligations end
Tax	<i>IRS Tax returns and related correspondence</i>	Permanent
	<i>IRS Form 1120s</i>	7 years
	<i>State Tax returns</i>	7 years
Human Resources	<i>Employee personnel files</i>	Permanent
	<i>Retirement plan benefits (plan descriptions, plan documents)</i>	Permanent
	<i>Employee handbooks</i>	Permanent
	<i>Workers comp claims (after settlement)</i>	7 years
	<i>Employee orientation and training materials</i>	7 years after use ends
	<i>Employment applications</i>	3 years
	<i>IRS Form I-9 (store separate from personnel file)</i>	Greater of 1 year after end of service, or three years
	<i>Withholding tax statements</i>	7 years
	<i>Timecards</i>	3 years
Technology	<i>Software licenses and support agreements</i>	7 years after all obligations end

II. Electronic Documents and Records

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods should be tested on a regular basis.

III. Emergency Planning

The Non-Profit's records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Non-Profit operating in an emergency will, if possible, be duplicated or backed up at least weekly and maintained off-site.

IV. Document Destruction

Documents should be eliminated at the end of the relevant retention period. Destruction of financial and personnel-related documents should be accomplished by shredding.

Document destruction with respect to relevant documents will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or lawsuit.

V. Compliance

The Non-Profit will periodically review these procedures with legal counsel or the Non-Profit's certified public accountant to ensure that they are in compliance with new or revised regulations.

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Appendix 4

EMERALD GROVE, INC. COMPENSATION SETTING POLICY

I. Introduction

This policy codifies the procedures by which the board of directors of Emerald Grove, Inc. (the "Non-Profit") sets the compensation of directors, top management officials, officers and key employees ("Executive Compensation"). These procedures are designed to comply with the "safe harbor" requirements set forth in the tax regulations on intermediate sanctions to create a rebuttable presumption of reasonableness in compensation levels.

II. Policy

The board of directors shall oversee the setting of Executive Compensation and shall (1) determine compensation of all directors, top management officials, officers and key employees, and (2) review, assess and approve the reasonableness of such compensation on a regular basis. In order to be approved as reasonable, compensation must be an amount that would ordinarily be paid for comparable work by similarly situated organizations under like circumstances. The particular education, experience and skill of the compensated individual may also be taken into account.

III. Guidelines

Compensation determinations made by the directors will be made in accordance with the following guidelines:

- i. In setting and determining the reasonableness of Executive Compensation, the board shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.
- ii. Board directors involved in setting and approving Executive Compensation, as well as any third parties providing professional advice to the board of directors in connection with setting and approving Executive Compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Board directors shall have no conflict of interest for these purposes if they (1) will not economically benefit from the compensation arrangement, (2) are not family members of a person who will economically benefit, (3) have no material financial interest affected by the compensation arrangement, and (4) are not family members of a person who has a material financial interest affected by the compensation arrangement.
- iii. Timely and accurate minutes of all final actions by the board regarding the setting and approval of Executive Compensation will be recorded and held with board records. Such minutes will include (1) the terms of the approved compensation arrangement and the date approved, (2) a list of the directors present during discussion, showing those who approved the arrangement, those who rejected it and those who recused themselves due to conflicts of interest, (3) the comparability data relied upon

and how such data was obtained, and (4) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.

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Appendix 5

EMERALD GROVE, INC. COMPREHENSIVE INFORMATION SECURITY POLICY

I. Objective

It is the objective of Emerald Grove, Inc. (the "Non-Profit") in the development and implementation of this comprehensive information security program ("CISP") to create effective administrative, technical and physical safeguards for the protection of personal information, and to comply with obligations under 201 CMR 17.00. This CISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. For purposes of this CISP, "personal information" means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (1) Social Security number; (2) driver's license number or state-issued identification card number; or (3) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. The Non-Profit generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public.

II. Purpose

The purpose of the CISP is to:

- Ensure the security and confidentiality of personal information;
- Protect against any anticipated threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

III. Data Security Coordinator

The Non-Profit appoints the Treasurer to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:

- Initial implementation of the CISP;
- Regular testing of the CISP's safeguards;

- Evaluating the ability of each of the Non-Profit's third party service providers to implement and maintain appropriate security measures for the personal information to which the Non-Profit permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;
- Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in the Non-Profit's business practices that may implicate the security or integrity of records containing personal information; and
- Conducting an annual training session for all Members, directors, officers, employees, volunteers and independent contractors, including temporary and contract employees who have access to personal information on the elements of the CISP.

IV. Handling Personal Information

A. Paper Records

All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with the Non-Profit's document destruction policy using an office-grade shredder. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible employee, and if hand delivered, will not be left unattended at any point in the transition.

Checks. When the Non-Profit receives checks from members of the public, it will make only one hard copy and keep it in a locked file cabinet with restricted access. The checks themselves will also be kept under lock and key until they are deposited.

Paper employment records. Paper employment records must be kept under lock and key and accessed only by staff members responsible for employment issues and/or by the Chief Executive Officer.

B. Electronically Held Records

The Non-Profit requires the following security systems with respect to the maintenance of personal information on its computers:

Authentication Protocols. The Data Security Coordinator shall secure user authentication protocols including:

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;

- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

Access Protocols. The Data Security Coordinator shall implement the following secure access control measures:

- Restrict access to records and files containing personal information to those who need such information to perform their job duties; and
- Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access that is reasonably designed to maintain the integrity of the security of the access controls.

Restriction on E-mailing Personal Information. The Non-Profit will not, as a general rule, send or accept personal information by e-mail. To the extent exceptions must be made, the security measures described in this CISP shall be taken.

Encryption. Should any records and files containing personal information be transmitted across public networks or wirelessly, such records or files shall be encrypted. Personal information stored on laptops and other portable devices shall also be encrypted.

Monitoring. The Non-Profit shall take all steps necessary to reasonably monitor its computer network for unauthorized use of or access to personal information.

Firewalls. All files containing personal information on a system that is connected to the Internet shall be protected by a reasonably up-to-date firewall protection and operating system security patches designed to maintain the integrity of the personal information.

Virus protection. All computers containing personal information shall be protected by reasonably up-to-date versions of system security agent software, including malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

C. Vendors

Pursuant to 105 CMR 725.200, information held by the Non-Profit about dispensary agents is confidential 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 Department may access this information to carry out official duties. Only upon receipt of written consent of the individual to whom the confidential information applies will the Non-Profit share personal and financial information with its vendors. The Non-Profit requires each of their vendors to send written evidence, signed by an authorized person,

confirming that they follow a confidentiality plan that fully complies with 105 CMR 725.200 and 201 CMR 17.00.

V. Training

The Data Security Coordinator shall ensure that all employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers who have access to personal information are trained on the data security requirements provided in this CISP.

VI. Persons Separating from the Non-Profit

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers upon termination or resignation shall immediately be denied access to physical and electronic records containing personal information and will be required to return or destroy all records and files containing personal information in any form that may at the time of such termination or resignation be in their possession or control, including all such information stored on laptops, portable devices, or other media, or in files, records, notes, or papers.

VII. Security Breach and Notification

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers, shall as soon as practicable and without unreasonable delay notify the Data Security Coordinator when such person knows or has reason to know of a security breach or when the person knows or has reason to know that personal information was acquired or used by an unauthorized person or used for an unauthorized purpose.

A "security breach" is any unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information that creates a substantial risk of identity theft or fraud. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for lawful purposes, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

When the Data Security Coordinator is informed of a security breach, he/she will (1) notify the individual whose information was compromised, and (2) notify the Massachusetts Attorney General and the Office of Consumer Affairs and Business Regulation.

The notice to the individual will be in writing, possibly by electronic mail, and will include the following information:

- A general description of the incident;
- Identification of the personal information that may be at risk;
- A description of the security program;

- A phone number to call for further information;
- Suggestion of extra caution, to review account statements, and to obtain a credit report; and
- Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

The notice to the Office of Consumer Affairs and Business Regulation and to the Attorney General will include the following:

- A detailed description of the nature and circumstances of the breach of security;
- The number of people affected as of the time of notification;
- The steps already taken relative to the incident;
- Any steps intended to be taken relative to the incident subsequent to notification; and
- Information regarding whether law enforcement is engaged investigating the incident.

Non-Retaliation. The Non-Profit will not retaliate against anyone who reports a security breach or non-compliance with CISP, or who cooperates in an investigation regarding such breach or non-compliance. Any such retaliation will result in disciplinary action by the responsible parties up to and including suspension or termination.

Documentation. The Non-Profit shall document all responsive actions taken in connection with any incident involving a security breach.

VIII. Confidentiality

Notwithstanding anything to the contrary contained herein, information held by the Non-Profit about registered qualifying patients, personal caregivers, and dispensary agents is confidential 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 Department may access this information to carry out official duties.

Appendix 6

EMERALD GROVE, INC. ANTITRUST POLICY

It is the policy of Emerald Grove, Inc. (the "Non-Profit") to comply fully with all federal and state antitrust laws, which prohibit companies from working together to restrict competition. It is also the policy of the Non-Profit that it and its directors and officers are informed about antitrust laws and recognize possible antitrust issues or questions.

It is legal for competitors within the medical use of marijuana industry to work together, unless such work unlawfully restricts competition within the industry. Although the Non-Profit's activities generally do not present antitrust issues, to ensure against inadvertent violations of federal and state antitrust laws, directors, except to ensure that prices are reasonable and affordable for the Non-Profit's patients, and to prevent diversion for non-medical purposes, Members, directors, officers and employees shall not discuss with competitors the following: increasing, decreasing, or stabilizing prices for medical marijuana or related products and services; and establishing market monopolies for products or services.

Furthermore, Members, directors, officers, and employees shall not engage in any actions in the context of the Non-Profit's activities which appear to be anti-competitive in purpose or inconsistent with this policy.

Any questions regarding antitrust issues and the Non-Profit's activities shall be directed to the President, if any, and referred to counsel if deemed necessary.

Pursuant to 105 CMR 725.100(A)(2), no executive, member, director or any entity owned or controlled by such executive, member or director may directly or indirectly control more than three (3) registered marijuana dispensaries in the Commonwealth of Massachusetts.

Applicant Corporation **Emerald Grove, Inc.**

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The applicant's Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, individual responsible for marijuana for medical use cultivation operations, and individual responsible for the RMD security plan and security operations. If the applicant does not have a Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, it must identify the individuals performing the equivalent duties for the Applicant and submit this form for each said individual. 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 of Individual

Alexander Jamoulis

Residential Address of Individual



Title of Individual (at Applicant Corporation)

CEO, COO

Name of Applicant Corporation

Emerald Grove, Inc.

Highest Education Attained – Institution, Degree, and Year

Cape Cod Community College, Associates Degree - Culinary Arts, 2005

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.

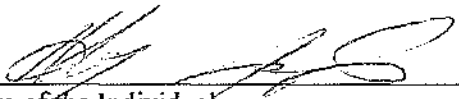
Employer	Title	Time Period
Moonshine Liquors 4 Great Western Road Harwich, MA 02645	Secretary	2017 - Present
Moonshine Liquors 101 Iyannough Road Hyannis, MA	Secretary	2013 - Present

Applicant Corporation

Emerald Grove, Inc.

South Chatham Liquors 2447 Main Street South Chatham, MA 02659	Owner	2012 - Present
Deftos Liquors 1032 Main Street Brockton, MA 02301	Owner	2005 - Present

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

02/05/2018

Date Signed

Applicant Corporation **Emerald Grove, Inc.**

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The applicant's Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, individual responsible for marijuana for medical use cultivation operations, and individual responsible for the RMD security plan and security operations. If the applicant does not have a Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, it must identify the individuals performing the equivalent duties for the Applicant and submit this form for each said individual. 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 of Individual

Timothy Jamoulis

Residential Address of Individual

Title of Individual (at Applicant Corporation)

CFO

Name of Applicant Corporation

Emerald Grove, Inc.

Highest Education Attained – Institution, Degree, and Year

Suffolk University, MBA, 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.

Employer	Title	Time Period
Moonshine Liquors 4 Great Western Road Harwich, MA 02645	Treasurer	2017-Present
Moonshine Liquors 101 Iyannough Road Hyannis, MA 02601	Treasurer	2013-Present

Applicant Corporation

Emerald Grove, Inc.

Deftos Liquors 1032 Main Street Brockton, MA 02301	Treasurer	2004-Present

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

02/02/2018

Date Signed

Applicant Corporation **Emerald Grove, Inc.**

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The applicant's Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, individual responsible for marijuana for medical use cultivation operations, and individual responsible for the RMD security plan and security operations. If the applicant does not have a Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, it must identify the individuals performing the equivalent duties for the Applicant and submit this form for each said individual. 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 of Individual

Corey Baker

Residential Address of Individual

Title of Individual (at Applicant Corporation)

Director of Cultivation

Name of Applicant Corporation

Emerald Grove, Inc.

Highest Education Attained – Institution, Degree, and Year

The Elan School, High School Diploma, 2008

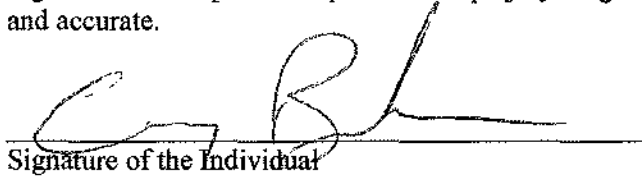
Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

Employer	Title	Time Period
Cape Cod Tree And Landscape	Landscape Laborer	2015
Summers Home And Office	Manager	2013-2015

Applicant Corporation Emerald Grove, Inc.

David Gilmore	Landscape Laborer	March 2012 - March 2013
South Chatham Variety and Deli	Manager	March 2010 - Jan. 2012
Cumberland Farms	Clerk	April 2009 - January 2010
Donald Baker Builder	Carpenter Assistant	July 2008 - March 2010

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

02/05/2018

Date Signed

Applicant Corporation **Emerald Grove, Inc.**

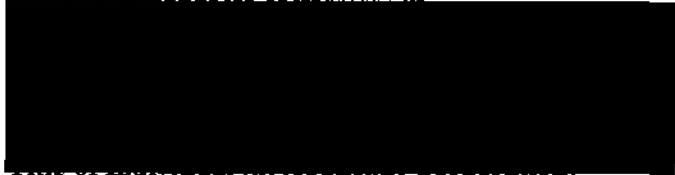
SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The applicant's Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, individual responsible for marijuana for medical use cultivation operations, and individual responsible for the RMD security plan and security operations. If the applicant does not have a Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, it must identify the individuals performing the equivalent duties for the Applicant and submit this form for each said individual. 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 of Individual

Ryan Toleno

Residential Address of Individual



Director of Security

Name of Applicant Corporation

Emerald Grove, Inc.

Highest Education Attained – Institution, Degree, and Year

Harwich High School, High School Diploma, 2011

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.

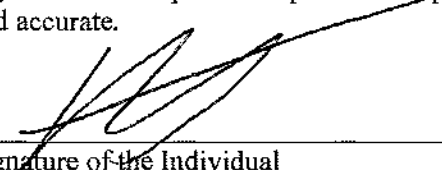
Employer	Title	Time Period
Moonshine Liquors 101 Iyannough Road Hyannis, MA 02601	Head of Security	2017 - Present
Cape Cod Ambulance 57 Mid-Tech Drive West Yarmouth, MA 02673	Ambulatory Technician	2016 - 2017

Applicant Corporation

Emerald Grove, Inc.

Chatham Fish and Lobster 1291 Main Street Chatham, MA 02633	Customer Service Representative	2016
Atlantic Beer Garden 146 Seaport Boulevard Boston, MA 02210	Security	2013 - 2016
Whiskey Priest 150 Seaport Boulevard Boston, MA 02210	Security	2013-2016
Jerry Remy's 1265 Boylston Street Boston, MA 02215	Security	2015-2016

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

02/02/2018

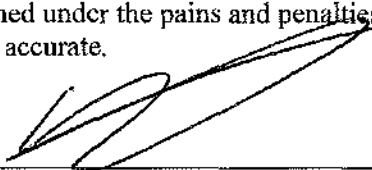
Date Signed

Applicant Corporation

Emerald Grove, Inc.

Boston Parks and Recreation 1010 Massachusetts Avenue Boston, MA 02118	Waste Management	April 2013 - August 2013
Wychmere Harbor Yacht Club 23 Snow Inn Road Harwich, MA 02645	Porter	May 2012 - August 2013
Sundae School 606 Route 28 Harwichport, MA 02646	Manager	2008-2011

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

02/02/2018

Date Signed