

February 7th, 2018

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

RECEIVED

FEB 12 2018

MA Dept. of Public Health  
99 Chauncy Street  
Boston, MA 02111

Re: Mission Massachusetts MOP 3 of 3

Mr. Sheehan:

Please find the attached Management and Operations Profile (3 of 3) for Mission Massachusetts, Inc. Please note that Employment and Education form, Character and Competency forms, and background check authorization forms were previously submitted for Andrew Thut, Richard Anton, Ryan Winmill, Cory Ravelson, Steven Goodman, Kristopher Krane, John Budd, Guy Maytal, and MMA Capital, LLC.

We have also attached a portfolio of previously requested and approved agreements and the appropriate legal opinions, with no changes made since their approval by the Department of Public Health in 2016.

Should you have any further questions or require additional information to process this request in a timely manner, please contact me at (617) 413-0068 or [Andrew@missionpartners.co](mailto:Andrew@missionpartners.co).

Sincerely,

Andrew Thut  
CEO



**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

[Special Filing Instructions](#)

**Articles of Organization**

(General Laws, Chapter 180)

Identification Number: 001171432

**ARTICLE I**

The exact name of the corporation is:

DP MASSACHUSETTS WELLNESS, INC.

**ARTICLE II**

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

TO ENGAGE IN ANY OR ALL LAWFUL ACTS OR ACTIVITIES FOR WHICH NON-PROFIT CORPORATIONS MAY BE ORGANIZED UNDER THE GENERAL NON-PROFIT CORPORATION LAWS OF MASSACHUSETTS, AND PERMITTED UNDER GENERAL LAWS OF MASSACHUSETTS, PART I, TITLE XXII, CHAPTER 180

**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:

**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")*

*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: 369 ELM STREET  
City or Town: CONCORD State: MA Zip: 01742 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	ANDREW THUT		3/30/2016
TREASURER	KRISTOPHER KRANE		3/30/2016
SECRETARY	KRISTOPHER KRANE		3/30/2016
DIRECTOR	KRISTOPHER KRANE		3/30/2016
DIRECTOR	ANDREW THUT		3/30/2016

**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: INCorp SERVICES, INC.  
No. and Street: 10 MILK STREET, SUITE 105  
City or Town: BOSTON State: MA Zip: 02108-4600 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 4 Day of May, 2015. (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.)*

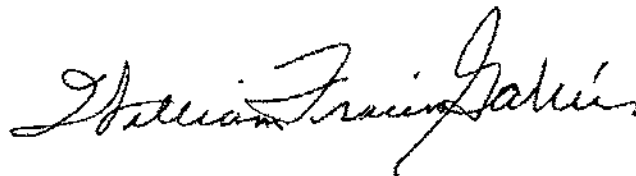
ANDREW THUT

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

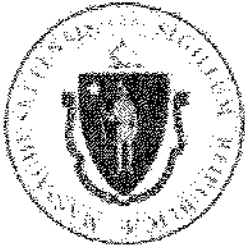
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

May 04, 2015 02:10 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$15.00

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

**Articles of Amendment**

(General Laws Chapter 180, Section 7)

Identification Number: 001171432

We, ANDREW THUT ☒ President ☐ Vice President,

and KRISTOPHER KRANE ☒ Clerk ☐ Assistant Clerk,

of DP MASSACHUSETTS WELLNESS, INC.

located at: 369 ELM STREET CONCORD, MA 01742 USA

do hereby certify that these Articles of Amendment affecting articles numbered:

☒ Article 1 ☐ Article 2 ☐ Article 3 ☐ Article 4

(Select those articles 1, 2, 3, and/or 4 that are being amended)

of the Articles of Organization were duly adopted at a meeting held on 6/1/2015, by vote of: 0 members, 2 directors, or 0 shareholders, being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

**ARTICLE I**

The exact name of the corporation, **as amended**, is:  
(Do not state Article I if it has not been amended.)

MISSION MASSACHUSETTS, INC.

**ARTICLE II**

The purpose of the corporation, **as amended**, is to engage in the following business activities:  
(Do not state Article II if it has not been amended.)

**ARTICLE III**

A corporation may have one or more classes of members. **As amended**, 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:

**ARTICLE IV**

**As amended**, 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 business entity, or of its

directors or members, or of any class of members, are as follows:  
(If there are no provisions state "NONE")

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

**Later Effective Date:**

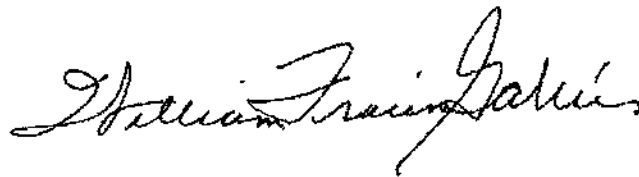
Signed under the penalties of perjury, this 3 Day of June, 2015, ANDREW THUT, its , President / Vice President,  
KRISTOPHER KRANE, Clerk / Assistant Clerk.

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:

June 03, 2015 05:36 PM

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

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*

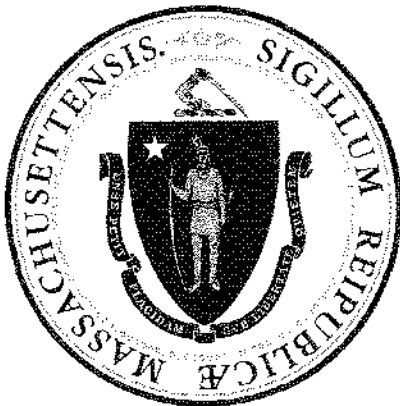
Date: February 07, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**MISSION MASSACHUSETTS, INC.**

is a domestic corporation organized on **May 04, 2015**

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: 18020134410

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

Processed by:

**BY-LAWS**  
**OF**  
**MISSION MASSACHUSETTS, INC.**

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**SECTION 1**  
**NAME AND PURPOSES**

1.1 Name and Purposes. The name of this corporation shall be Mission Massachusetts, Inc. (referred to herein as the "Corporation"). It was created to engage in any or all lawful acts or activities as a not-for-profit entity registered under 105 CMR 725.100, including but not limited to operating for the benefit of qualifying patients and their personal caregivers as defined therein.

**SECTION 2**  
**OFFICES**

2.1 Offices. The Corporation shall have and continuously maintain an office in the Commonwealth of Massachusetts and may have other offices within or without the Commonwealth of Massachusetts as the Board (as such term is defined below) may from time to time determine.

**SECTION 3**  
**MEMBERS**

3.1 Members. The Corporation shall not have any voting members. Any action or vote required or permitted by law to be taken by voting members shall be taken by action or vote of the same percentage of the Board of Directors of the Corporation.

**SECTION 4**  
**BOARD OF DIRECTORS**

4.1 Powers. The Board of Directors of the Corporation ("Directors" or the "Board") shall have the entire charge, control and management of the Corporation and its property and may exercise all or any of its powers to manage the affairs of the Corporation, shall exercise all the powers of the Corporation and shall be solely responsible for making policies of the Corporation.

4.2 Number and Election. Except as otherwise provided by these By-Laws or in the Articles of Organization, the number of Directors that shall constitute the whole Board shall be fixed by the Board of Directors from time to time, and the Directors shall be elected by vote of a majority of the Directors then in office at the annual meeting. Any person may be re-elected to unlimited consecutive terms as a Director.

4.3 Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, Directors shall hold office until the next annual meeting of Directors and thereafter until their successors are chosen and qualified.

4.4 Removal. A Director may be removed from office, with or without cause, by vote of a majority of the Directors then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body or individuals proposing such Director's removal.

4.5 Resignation. Any Director may resign by delivering his/her written resignation to the Corporation 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 other time or upon the happening of some other event.

4.6 Vacancies. Any vacancy at any time, existing in the Board, may be filled by the Directors at any meeting. Should the resignation or removal of a Director pursuant hereto result in there being fewer than the number fixed by the Board, the Board shall elect such number of new Directors necessary to bring the number of Directors in compliance with these By-Laws, or at its discretion, may vote to reduce the total number of Directors.

4.7 Annual Meeting. The date, place and time of the annual meeting of the Directors shall be fixed by the Directors, and no notice need be given of the annual meeting held on a date, time and place so fixed. In the event that no date for the annual meeting is established or if no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting.

4.8 Regular Meetings. Regular meetings of the Directors may be held at such times and places as shall from time to time be fixed by resolution of the full Board and no notice need be given of regular meetings held at times and places so fixed, provided, however, that any resolution relating to the holding of regular meetings shall remain in force only until the next annual meeting of Directors, or the special meeting held in lieu thereof.

4.9 Special Meetings. Special meetings of the Directors may be called by the President by the Clerk, by any two Directors, or by one Director in the event that there is only one Director, and shall be held at the place designated in the notice or call thereof.

4.10 Notice of Meetings. Notices of any special meeting of the Directors shall be given to each Director by an officer of the Corporation in person, by telephone or via electronic mail at least three (3) business days in advance of the meeting. If an officer refuses or neglects for more than 24 hours after receipt of a call to give notice of such special meeting, such notice may be given by one of the Directors calling the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him/her before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him/her. A notice or waiver of notice of a

Directors' meeting need not specify the purposes of the meeting except as otherwise required by the Articles of Organization, these By-laws, or by law.

4.11 Quorum. At any meeting of the Directors a majority of the Directors then in office shall constitute a quorum.

4.12 Action of Meeting. At any meeting of the Directors at which a quorum is present, the action of the Directors on any matter brought before the meeting shall be decided by vote of a majority of those present, unless a different vote is required by law, the Articles of Organization, or these By-Laws.

4.13 Action by Written Consent. Any action by the Directors, or any committee thereof, may be taken without a meeting if a written consent thereto signed by all the Directors and filed with the records of the Directors' meetings. Such consent shall be treated as a vote of the Directors for all purposes. Written consents may be, without limitation, by fax, letter or email.

4.14 Telephone Conference Meeting. The Directors or the members of any committee may participate in a meeting of the Directors or such committee by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other at the same time, and participating by such means shall constitute presence in person at a meeting.

4.15 Committees. The Directors may, by vote of a majority of the Directors then in office, elect from within the Board an executive or other committees and may, by like vote, delegate thereto some or all of their powers except those which by law, the Articles of Organization or these By-Laws they are prohibited from delegating. Except as the Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these By-Laws for the Directors. The Directors shall have the power to fill vacancies in, change the membership of, or to disband, any such committee. A report of all material actions taken by each committee shall be made to the Board no later than the next meeting of the Board. Minutes of each committee meeting shall be available to any Director for inspection.

4.16 Conflicts of Interest. The Corporation may enter into contracts or transact business with one or more of its Directors or officers, or with any firm of which one or more of its Directors or officers are members, or with any corporation, or association or business trust or other entity on which any one of its Directors or officers is a stockholder, director, officer, beneficiary and/or trustee, and such contract or transaction shall not be void or voidable solely by the fact that such director or officer has or may have interests therein which are or might be adverse to the interests of the Corporation, provided that that Corporation shall adopt and comply with a Conflict of Interest Policy to address such situations, and such policy shall require the interested Director(s) to reveal any potential conflict and refrain from participating in a vote on the matter.

## SECTION 5 OFFICERS AND SPECIAL COMMITTEES

5.1 Number and Qualification. The officers of the Corporation shall be a President, Treasurer and Clerk ("Officers") and such other officers as may from time to time be determined by the Board. Any two or more offices may be held by the same person.

5.2 Election. The President, Treasurer and Clerk shall be elected by the Directors at the Annual Meeting or at a special meeting held in lieu thereof. Other officers, if any, may be elected by the Directors at any time.

5.3 Tenure. Except as provided by law or these By-Laws, the President, Treasurer and Clerk shall hold office until the next annual meeting or the special meeting of the Board held in lieu thereof, and thereafter until his/her successor is chosen and qualified. Other officers shall hold office until the next annual meeting, or the special meeting held in lieu thereof, unless a shorter term is specified in the vote choosing or appointing them.

5.4 President. Unless otherwise determined by the Directors, the President shall, subject to the control of the Directors, have general charge and supervision of the affairs of the Corporation, and shall preside at board meetings. It shall be the President's duty and he or she shall have the power to see that all orders and resolutions of the Directors are carried into effect. The President shall have such other duties and powers as the Directors shall determine.

5.5 Treasurer. The Treasurer shall be the chief financial officer and the chief accounting officer of the Corporation. He or she shall have charge of all Corporation investments and shall receive all contributions, bequests and other amounts payable to the Corporation. The Treasurer shall, subject to the orders and under the supervision of the Board, have the custody and care of securities, cash and valuable papers of the Corporation. The Treasurer shall keep full and accurate accounts of receipts and disbursements in the books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the Directors or, in the absence of such designation, in such depositories as he or she shall deem proper. The Treasurer shall render to the President and the Directors such statement of transactions and accounts as the President and Directors may from time to time require. The Treasurer shall perform such duties and have such powers in addition to the foregoing as the Directors may designate.

5.6 Clerk. The Clerk shall record and maintain records of all proceedings of the Directors in a book or books kept for that purpose and shall have custody of the seal of the Corporation. The Clerk shall perform such duties and have such powers in addition to the foregoing as the Directors shall designate. If the Clerk is absent from any meeting of the Directors, a temporary Clerk appointed by the President shall exercise the duties of the Clerk at the meeting.

5.7 Other Officers. Other officers shall have such duties and powers as may be designated from time to time by the Directors.

## **SECTION 6 DIRECTOR COMPENSATION**

6.1 Directors as such shall not receive any compensation for their services on the board, but directors shall not be precluded from serving the corporation in any other capacity and receiving reasonable compensation, or from receiving reimbursement for reasonable expenditures made in furtherance of their duties. The compensation of Directors, officers and key employees shall be set in accordance with an Executive Compensation Setting Policy to be adopted by the Board of Directors.

## **SECTION 7 INDEMNIFICATION**

7.1 The Corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director, officer, employee or other agent of the Corporation, or at its request as a Director, officer, employee or other agent of any organization, or at its request in any capacity with respect to any employee benefit plan, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him/her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he/she may be involved or with which he/she may be threatened, while in office or thereafter, by reason of his/her being or having been such a Director or officer (or in any capacity with respect to any employee benefit plan), except with respect to any matter as to which he/she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his/her action was in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan); provided, however, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise and indemnification therefore shall be approved:

- (a) by a majority vote of a quorum consisting of disinterested Directors;
- (b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board consisting of all the disinterested Directors;
- (c) if there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by special independent legal counsel appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the person to be indemnified appears to have acted in good faith in the reasonable belief that his/her action was in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan); or
- (d) by a court of competent jurisdiction.

If authorized in the manner specified above for compromise payments, expenses including counsel fees, reasonably incurred by any such person in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Corporation in advance of the final disposition thereof upon receipt of (a) an affidavit of such individual of his/her good faith belief that he/she has met the standard of conduct necessary for indemnification under this Article, and (b) an undertaking by such individual to repay the amounts so paid to the Corporation if it is ultimately determined that indemnification for such expenses is not authorized by law or under this Article, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

If both the Corporation and any person to be indemnified are parties to an action, suit or proceeding (other than an action or suit by or in the right of the Corporation to procure a judgment in its favor), counsel representing the Corporation therein may also represent such indemnified person (unless such dual representation would involve such counsel in a conflict of interest in violation of applicable principles of professional ethics), and the Corporation shall pay all fees and expenses of such counsel incurred during the period of dual representation other than those, if any, as would not have been incurred if counsel were representing only the Corporation; and any allocation made in good faith by such counsel of fees and disbursements payable under this paragraph by the Corporation versus fees and disbursements payable by any such indemnified person shall be final and binding upon the Corporation and such indemnified person.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such indemnified person may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than the persons designated in this Article may be entitled by contract, by vote of the Board, or otherwise under law.

By action of the Board, notwithstanding any interest of the Directors in such action, the Corporation may purchase and maintain insurance, in such amounts as the Board may from time to time deem appropriate, on behalf of any person who is or was an officer, Director, employee or other agent of the Corporation or who is or was serving at the request of the Corporation as an officer, Director, employee or other agent or another organization, or with respect to any employee benefit plan, against any liability incurred by such person in any such capacity, or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify such person against such liability.

As used in this Article the terms "person," "Director," "officer," "employee," and "agent" include their respective heirs, executors and administrators, and an "interested" Director or officer is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

If any term or provision of this Article, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to

which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article shall be held valid and be enforced to the fullest extent permitted by law.

## **SECTION 8 FISCAL YEAR**

8.1 The Fiscal Year of the Corporation shall end in each year on December 31.

## **SECTION 9 CORPORATE SEAL**

9.1 The Board may adopt a corporate seal, and if it does so, the Clerk shall keep and maintain such seal.

## **SECTION 10 EXECUTION OF INSTRUMENTS, RECEIPT AND DISBURSEMENT OF FUNDS**

10.1 Except as otherwise provided in these By-Laws or as the Board may generally or in particular cases authorize, all instruments, documents, deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Corporation shall be signed by the President or Treasurer. Facsimile signatures may be used in the manner and to the extent authorized generally or in particular cases by the Board. The Board may designate such other officer or officers who, in addition to or instead of the Treasurer, shall be authorized to receive and receipt for all monies due and payable to the Corporation from any source whatever, to endorse for deposit checks, drafts, notes, or other negotiable instruments, and to give full discharge and receipt therefore. Funds of the Corporation may be deposited in such banks or with such other corporations, firms, or individuals as the Board may from time to time designate.

## **SECTION 11 LIMITATIONS**

11.1 At all times, notwithstanding any change in name, merger, consolidation, reorganization, termination, dissolution, or winding up of the Corporation, voluntary or involuntary, or by operation of law, or any other provision hereof:

(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II of its Articles of Organization, as may be amended from time to time.

(b) The Corporation shall at all times comply with the regulations governing medical marijuana dispensaries at 105 CMR §725.100 *et seq.*



(c) At no time shall the Corporation engage in any activities which are unlawful under the laws of the Commonwealth of Massachusetts.

(d) The Corporation shall comply with the regulations governing medical marijuana dispensaries at 105 CMR §725.100(A)(1) and the "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance" by at all times operating "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 nonprofit purpose."

## **SECTION 12 DISSOLUTION**

12.1 By an affirmative vote of the majority of the Board entitled to vote at a meeting duly called for such purpose, the Corporation may be dissolved by the filing of a petition for its dissolution with the Supreme Judicial Court of Massachusetts. Upon dissolution of the Corporation, any remaining assets shall be distributed to non-profit organizations, associations or entities to be chosen by the Board. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for the purposes of the Corporation or to such organization or organizations, which are organized and operated exclusively for such purposes.

## **SECTION 13 AMENDMENT**

13.1 These By-Laws may be altered, amended or repealed, in whole or in part, and new by-laws may be adopted by a majority of the Directors then in office at any regular meeting or special meeting, provided that notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

**MISSION MASSACHUSETTS, INC.  
CONFLICT OF INTEREST POLICY**

**I. Definitions**

For purposes of this policy, the term "interest" shall include any personal connection or connection as a director, officer, member, stockholder, shareholder, partner, manager, trustee, beneficiary, employee or consultant of any concern on the part of a director, officer or key employee of Mission Massachusetts, Inc. ("MM") or his/her immediate family member.

The term "concern" shall mean any corporation, association, trust, partnership, limited liability group, firm, person or entity other than MM.

**II. Policy**

No director, officer or key employee of MM shall be disqualified from holding any office or post in MM by reason of any interest in any concern. A director, officer or key employee of MM shall not be disqualified from engaging, either as vendor, purchaser or otherwise, or contracting or entering into any transaction with MM or with any entity of which MM is an affiliate, provided, however, that the following precautions are undertaken:

1. The interest of such director, officer or key employee is fully disclosed to the board of directors prior to its entering into the transaction.
2. No interested director, officer or key employee may vote or lobby on the matter or be counted in determining the existence of a quorum at the meeting of the board of directors at which such matter is voted upon.
3. Any transaction in which a director, officer or key employee has an interest shall be duly approved by the disinterested directors as being in the best interest of MM. The disinterested directors shall seek and examine comparison data, showing the availability and price of alternative transactions, in making such determination.
4. Payments to the interested director, officer, or key employee shall be reasonable and shall not exceed fair market value.
5. The minutes of the meeting at which the disinterested directors vote on the transaction shall reflect that disclosure of the potential conflict was made, that the interested director(s) abstained from voting, the rationale for approval, and how each disinterested director voted. The minutes shall be prepared and finalized within 30 days of such meeting.

Directors, officers and key employees are required to disclose interests that could give rise to conflicts at least annually.

**MISSION MASSACHUSETTS, INC.  
WHISTLEBLOWER POLICY**

**I. Expectation**

Mission Massachusetts, Inc. ("MM") expects 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 director, officer or employee has complaints, concerns, or questions as to the ethics or legality of a particular action taken by another 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 chair of the board of directors or any other director. With respect to officers and employees, the relevant individual is the President, if there is one in office, and if not, any member of the board. In the event the 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 President, 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 President and/or board member shall open an investigation into the matter and pursue it to resolution. Should the President 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 MM nor its managers may take any negative employment or other retaliatory action against any director, officer or employee who in good faith reports a violation of a law or regulatory requirement. An 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 MM. It is not intended to and does not create any legally enforceable rights whatsoever for any employee.

**MISSION MASSACHUSTTS, INC.  
DOCUMENT RETENTION AND DESTRUCTION POLICY**

**I. Retention Policy**

Mission Massachusetts, Inc. ("MM") 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 MM may be required to keep in the future.

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

		Retention Period
<b>Corporate Records</b>	<i>Bylaws and Articles of Organization</i>	Permanent
	<i>Corporate resolutions</i>	Permanent
	<i>Board and committee meeting agendas and minutes</i>	Permanent
	<i>Minutes</i>	Permanent
	<i>Conflict-of-interest disclosure forms</i>	4 years
<b>Finance and Administration</b>	<i>Financial statements (audited)</i>	Permanent
	<i>Auditor management letters</i>	Permanent
	<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
<b>Insurance Records</b>	<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
<b>Real Estate</b>	<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
<b>Tax</b>	<i>IRS Tax returns and related correspondence</i>	Permanent
	<i>IRS Form 1120s</i>	7 years
	<i>State Tax returns</i>	7 years

<b>Human Resources</b>	<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
<b>Technology</b>	<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

MM's records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping MM operating in an emergency should, 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

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

**MISSION MASSACHUSETTS, INC.  
EXECUTIVE COMPENSATION SETTING POLICY**

**I. Introduction**

This policy codifies the procedures by which the board of directors of Mission Massachusetts, Inc. ("MM") 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. In general, a similarly situated organization is one that (1) has an anticipated annual budget of approximately \$5,000,000 to \$15,000,000, and (2) has a medium staff working in a suburban/urban area. 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:

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.

Board members involved in setting and approving executive compensation, as well as any third parties providing professional advice to the board members 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 members shall have no conflict of interest for these purposes if they (i) will not economically benefit from the compensation arrangement, (ii) are not family members of a person who will economically benefit, (iii) have no material financial interest affected by the compensation arrangement, and (iv) are not family members of a person who has a material financial interest affected by the compensation arrangement.

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 board members 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.





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, 11<sup>th</sup> Floor, Boston, MA 02111

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MARYLOU SUDDERS  
Secretary

MONICA BHAREL, MD, MPH  
Commissioner

Tel: 617-660-6370  
[www.mass.gov/medicalmarijuana](http://www.mass.gov/medicalmarijuana)

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

**INSTRUCTIONS**

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 3 of 3

Applicant Corporation

Mission Massachusetts, 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, 11<sup>th</sup> 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](http://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: AT

Application 3 of 3

Applicant Corporation

Mission Massachusetts, Inc.

## QUESTIONS

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

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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: AT

**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. 

Mission Massachusetts, Inc.

Legal name of Applicant Corporation
2. 

Andrew Fisher Thut

Name of Applicant Corporation's Chief Executive Officer
3. 

369 Elm Street, Concord, MA 01742

Mailing address of Applicant Corporation (Street, City/Town, Zip Code)
4. 

Andrew Fisher Thut

Applicant Corporation's point of contact (name of person Department should contact regarding this application)
5. 

(617) 413-0069

Point of contact's telephone number
6. 

andrew@missionpartners.co

Point of contact's e-mail address
7. Number of applications: How many *Management and Operations Profiles* does the applicant intend to submit?

3

**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).

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: AT

**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.

RMD entered a management services agreement with 4Front Management Associates, LLC for the provision of back-office and administrative services. A copy of this agreement was previously approved by DPH.

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.

RMD has entered or intends to enter agreements with related parties for the procurement of:

- 1) Best practices intellectual property and management training services with 4Front Advisors, LLC (includes upfront payment of \$25,000 and a 5% licensing agreement tied to revenue);
- 2) Management services agreement with 4Front Management Associates, LLC (cost plus contract with a 20% markup on direct costs); and
- 3) Loan to support the capital needs from MMA Capital, LLC (18% interest rate).

4Front Ventures, Inc. is the sole member of 4Front Advisors, LLC and 4Front Capital, LLC. Three RMD directors own partial interests in 4Front Ventures. 4Front Management Associates, LLC and MMA Capital, LLC are partially owned by 4Front Capital, LLC.

RMD has adopted a Conflict of Interest Policy to govern related party transactions under which the disinterested directors review the terms of agreement and determine whether they are commercially reasonable and fair. The disinterested directors make this determination by exploring available alternatives and deciding whether the related party transaction is a comparatively good deal. RMD will not enter an agreement unless a majority of its disinterested directors vote in favor of doing so.

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.

Andrew Thut is the CEO and COO of the RMD and on the Board of Directors. He is one of the six members of the Board and the only Board member-employee of the RMD.

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.

Kris Krane is the Managing Partner of 4Front Advisors, LLC. Additionally, Kris Krane and Andrew Thut are minority shareholders in 4Front Ventures, Inc., the parent company to 4Front Advisors, LLC and MMA Capital, LLC. Kris Krane and Andrew Thut are on the executive committee at 4Front Ventures. These individuals represent two of the six Board members for the RMD, leaving a majority independent/disinterested Board members to negotiate and approve or deny related party transactions.

Application 3 of 3

Applicant Corporation

Mission Massachusetts, 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.

RMD has entered a services and licensing agreement with 4Front Advisors, LLC to support the development and maintenance of its operations. This agreement has been previously approved by DPH.

#### 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

2/12/18

Date Signed

Andrew F. Thust

Print Name of Authorized Signatory

CEO

Title of Authorized Signatory

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: AT



**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.

**Andrew Thut (CEO/COO)**

Andrew was previously a Portfolio Manager at BlackRock, Inc. where he was responsible for client portfolios with assets in excess of \$1.5 billion. In addition to his duties as a portfolio manager, during an 11-year tenure at BlackRock, Andrew's responsibilities included managing the operations of the firm's small cap growth platform. He was directly responsible for client marketing and service as well managing a team of trading research professionals. Andrew's experience in the non-profit sector includes serving on the finance committee of his local church in Concord, MA, where he has volunteered to assist in the organization's financial management for the last 4 years. The church's finance committee is integral in setting and managing an annual budget of approximately \$1 million. The budgeting process includes oversight and analysis of compensation packages for employees, insurance needs of the organization and the management and funding of capital projects. The finance committee is also responsible for overseeing an endowment of approximately \$2 million, which entails monitoring the risk profile of the portfolio as well as managing disbursements in a financially sustainable manner.

**Richard Anton (CFO)**

N/A

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.

Andrew Thut (CEO/COO):

Andrew does not have any experience with providing health care services.

Andrew has seen firsthand the ravaging effects that cancer has on the body. While he has a mother, brother and sister who are all cancer survivors, he has also watched an uncle and a childhood friend succumb to the disease. As his childhood friend struggled to manage the pain at the end of his life, Andrew was struck that his oncologist at a world renowned medical center suggested medical marijuana might be the best way to ease the pain and help with his appetite. After bearing witness to the therapeutic benefits of a plant that did so much to ease his friend's suffering, Andrew became interested the medical marijuana industry. As such, Mission Massachusetts, inc. was founded with the patient in mind; to provide the highest quality medicine and care to those suffering from cancer and other debilitating ailments.

Richard Anton (CFO)

Richard does not have any experiences with 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.

Andrew Thut (CEO/COO):

Andrew currently serves as the Chief Investment Officer of 4Front Ventures, a leading company in the emerging state-legal medical marijuana industry, overseeing 4Front's investments in the market. For almost two years Andrew has been exposed to every facet of the industry. This has afforded him experience in the application process of numerous states, as well as hands on experience with dispensaries, cultivation facilities, regulatory compliance, and relevant financial drivers of the industry.

After spending a career investing in and advising small growth companies, Andrew is uniquely qualified to bring mainstream business experience and professionalism to the emerging industry of medical marijuana. Mission Massachusetts, Inc. will use tried and true best practices, policies and procedures in every aspect of their operation, from cultivation to customer care.

Richard Anton (CFO)

N/A

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.

**Security:**

The Winmill Group (TWG) has extensive knowledge of the medical marijuana security industry and is a leading expert on establishing nationally recognized best practices for security, including those for anti-diversion, risk management, employee safety training, local community outreach, and collaborative partnerships with law enforcement. MM's agreement with the Winmill Group has been previously approved by DPH.

Headquartered in the Washington D.C. area, TWG's team includes talented professionals drawn from high-level posts including former executives from the FBI, U.S. DEA, U.S. Department of Homeland Security, U.S. Navy, Massachusetts State Police, and the Boston Fire Department, among others. Prior to working in the MMJ industry, TWG has been providing homeland security and emergency planning consulting services and advice on tactical and strategic planning for state, local and the federal government for the past eight years. Notable projects included three Presidential Inaugurations, the G8 Summit, Republican National Convention, Democratic National Convention, and law enforcement intelligence training for New York, Boston, and Washington D.C., among others.

Germaine to Massachusetts's nonprofit regulations, TWG also supported the Memorial Institute for the Prevention of Terrorism a 501(c)(3) non-profit organization which included business finance and management of over \$15,000,000 in federal grant funds from the U.S. Department of Homeland Security.

**Cultivation:**

Hired as the assistant grower for a wholesale medical marijuana company in Colorado called Zengold's Cannabis Wholesale, Cory Ravelson learned virtually all aspects of the cultivation of marijuana, including and not limited to: setup of lighting, ventilation and co2 distribution, proper watering methods, how to create a soil blend and transplant plants from stage to stage (flipping cycles), brew nutrients and apply properly to plants at various stages of growth, manicure plants during growth cycles, measure pH levels of water and soil, and clean and sterilize all equipment. Within 10 months Cory was promoted to Manager of Distribution for Zengold's.

After nearly a year of working in the cultivation center, Cory transitioned over to the associated medical cannabis dispensary called Headquarter MMC where he stayed for 3 years and was again promoted to General Manager. In this capacity, he continued to communicate directly with Master Grower to determine product grow cycles and played a major role in acquiring new strains. He also oversaw the budget reports and analysis of both the cultivation and retail facilities.

Cory's experience has given him a high level of knowledge for both the cultivation and retail sides of the industry.

**SECTION E. OPERATIONS**

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

We have designed our operations to reflect the very highest standards for medical marijuana cultivation management. We strive to demonstrate the highest levels of integrity in everything we do, and to exist as the standard-bearer among Massachusetts' cultivation centers. In this spirit, MM has designed an eco-friendly, cleanroom facility equipped with next generation security equipment and protocols. The facility is strategically designed to yield a steady supply of organic, scientifically-screened (always consistent), professionally packaged medical marijuana raw flower and preparations.

Our facility's operations are governed by detailed administrative plans, tools, and processes that we have developed with the assistance of industry leaders in medical marijuana cultivation center design and management, including training and human resources tools and systems to ensure strict compliance and high performance across the entire staff.

All phases of cultivation will take place in designated, locked, limited access areas that are monitored by a surveillance camera system in accordance with 105 CMR 725.110(D)(1)(d)-(i). All cultivation at MM will be consistent with U.S. Department of Agriculture organic requirements at 7 CFR Part 205. MM will ensure that all soil used for cultivation meets the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels.

We employ a cultivation process called perpetual harvest. We have plants ready to harvest every week. This process keeps the flower production consistent, enables the growing staff to effectively manage contamination and/or infestation, and allows us to manage our processes to meet market demand.

We use soilless growth medium comprised of coconut shell shavings and perlite. This medium is sterile when it arrives and minimizes insects, thus reducing the need for insecticide. Our watering/fertigation process will be completely automated to minimize waste. We use a highly efficient reverse osmosis water filtration system, which minimizes waste water and waste nutrients. Our application of nutrients follows a "less is better" mentality to reduce water and nutrient waste.

All cultivation facility employees are highly trained on cultivation best practices. This training will include methods and procedures for identifying, treating, and/or removing contaminants such as mold, mildew, insects, fungi and other contaminants that would adversely affect the crop, reduce yields, and/or alter the quality of finished product. Inspections will be conducted throughout all phases of the growth process, including vegetation, flowering, trimming, drying, curing, and packaging.

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

Our goal is to provide consistent and safe extracts for both the producer and the consumer. MM intends to make a variety of Marijuana Infused Products available to our patients. These products include:

- 12oz infused beverage
- 1oz infused sublingual tincture
- 9ml infused sub-lingual spray
- 12oz infused lotion
- Infused Edibles
- Vape Pen Oil Cartridges

Sublingual Tinctures are a one (1) oz agave based cannabis infused edible administered sublingually by the use of a dropper. Sublingual Tinctures offer patients the ability to micro-dose cannabinoids in measurements of 2-3 mg of active cannabinoids.

Cannabis Infused Lotions products are lab tested cannabis concentrate infused into a lotion/topical cream base to be applied directly to the skin, not meant for oral consumption.

Each chocolate bar will be comprised of four (4) segments that can be easily broken apart. Bars come in three (3) different dosages of THC and different flavor profiles, such as, Dark Chocolate, Milk Chocolate, Fire Chocolate, Cookies & Cream, Ice Chocolate, and Cherries & Cream Chocolate.

Cannabis Extract Vaporizer Cartridges are CO2 extracted cannabis oil that is lab tested for purity and accurate cannabinoid profile packaged in a cartridge ready to use.

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

We plan on utilizing traditional sieved extraction methods, both dry and water-assisted, as well as safe and environmentally friendly CO2 supercritical fluid extraction (SFE). Sifted extracts involve mechanical separation of the trichomes from the plant material. The trichomes contain the essential oils and cannabinoids of the plant. Once separated from the raw botanical material, the trichomes can then be used for vaporization and further processing into infused products and edibles.

All products, including marijuana-infused baked goods, capsules, tinctures and topical treatments, will be prepared in a processing facility that complies with the Good Manufacturing Practices for Food and food handlers, as well as the Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. MM will ensure that all processing of the leaves and flowers of the female marijuana plant will take place in a safe and sanitary manner. The leaves and flowers used for processing will be well cured, free of seeds, stems, dirt, sand, debris, and other foreign matter. In order to ensure sanitary conditions and prevent contamination, MM intends to construct multiple MIP processing areas.









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

All marijuana cultivated by MM will be tested for the cannabinoid profile and for contaminants as specified by DPH, including but not limited to molds (ultraviolet light and high powers microscopic inspection), residual insecticides, fungicides (both through chromatographic analysis), and Cannabinoid profiles (THC/THC-A/THC-V/CBN/CBD/CBD-A) using HPLC (High Performance Liquid Chromatography). All testing will conducted by an independent laboratory that has all required accreditations and at a frequency as required by DPH. MM will maintain the results of all testing for no less than one year. MM intends to execute a contractual arrangement with a laboratory for the purposes of testing marijuana upon notice of provisional registration.

MM has established detailed policies and procedures for responding to results indicating contamination, including methods of contaminated product destruction and contamination source assessment. MM will use best practices to limit contamination, including but not limited to mold, fungus, bacterial diseases, rot, pests, non-organic pesticides, mildew, and any other contaminant identified as posing potential harm.

Using a sophisticated barcoding and tracking system all end user product will track back to a production lot. In the unlikely event of contamination or residual ballast, insecticide or fungicide level deemed unacceptable by third party standards, the entire lot can easily be identified and disposed of in a legal and safe manner.

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.

MM will implement recordkeeping policies and procedures to ensure that records are maintained as required in any section of 725.000.

MM will use BioTrack THC – an encrypted, secure electronic patient database that is strictly controlled and continually backed up to store required patient records.

A patient record will be established and maintained for each qualifying patient who obtains marijuana from the dispensary. All entries made to the qualifying patient record will be dated and signed electronically by the authorized dispensary agent making the entry and will include the dispensary agent registry identification number. An entry within the patient record will be made to reflect each purchase, denial of sale, and educational materials provided. MM will manually access and consult with the DPH web-based system. Verification and update of information to the system will occur during the patient check-in and/or sales process.

All systems accessed by dispensary agents will be password protected. Each authorized dispensary agent will be assigned a unique code that will be used as their electronic signature. A record will be kept of all logins and records created or edited during that login time. Any paper documents that require retention will be stored in a locked cabinet with access limited to the Patient Services Manager and General Manager. Any hard-copy information not stored will be shredded and disposed of in a secure receptacle.

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

MM has a highly developed set of policies to ensure employees have clarity as to what is expected of them and what they can expect from us.

Every employee will receive a detailed Employee Handbook (EHB) including: alcohol, smoke, and drug-free workplace; immediate dismissal for dispensary agents who divert marijuana or engage in unsafe practices; reporting these infractions to law enforcement and/or DPH; safety and security policies; complying with FMLA, COBRA, EEO, Non-Discrimination, Anti-Harassment, ERISA; HIPAA; e-mail policy; 105 CMR 725.000 et. seq.; business and working hours; wages and benefits; employment categories; performance reviews; disciplinary procedures; veteran preferences; CORI checks; and compliance hotline.

MM employees will complete extensive operations and compliance training specific to 105 CMR 725.000 et. seq.

MM will maintain worker's compensation insurance for all employees.

MM will comply with both Massachusetts and Federal requirements for workplace posting.

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

In compliance with section 725.000, MM will maintain records of:

- Operating procedures – security measures, employee security policies, storage of marijuana, recordkeeping and inventory protocols, plans for staffing and quality control, emergency procedures, drug-free workplace policies, patient education description, pricing standards and procedures, production and distribution policies and procedures – as required by 725.105(A).
- Inventory records as required by 725.105(G).
- Seed-to-sale tracking records for all marijuana and MIPs as required in 725.105(G)(5).
- Personnel records – job descriptions, a personnel record for each dispensary agent that includes a copy of the dispensary agent application submitted to DPH, performance evaluations, documentation of all required training and verification of reference, a staffing plan, personnel policies and procedures, and all CORI reports obtained – in accordance with 725.030(C).
- Business records including assets and liabilities, monetary transactions, books of account, sales records, and salary and wage information.
- Waste disposal records as required by 725.105(J)(5).
- Purchases, denials of sale, and any delivery options using BioTrackTHC – an encrypted, secure electronic patient database that is strictly controlled and continually backed up.

Any paper documents that require retention will be stored in a locked cabinet with limited access, or will be shredded and disposed of in a secure receptacle.

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

MM will ensure the availability of an adequate supply of up-to-date educational materials. These materials will be available in languages accessible to all patients we serve, as well as for the visually and hearing-impaired. These materials will be made available for inspection by DPH upon request.

Each patient and caregiver who registers for membership at MM will receive his or her own copy of our Patient Handbook (PH). The contents of the PH will be reviewed in detail with every patient during the patient orientation and registration process. The PH contains a wide variety of topics to educate patients about MM, including: all required warnings as required by DPH; information to assist in the selection of marijuana, including effects of various strains of marijuana, as well as various forms and routes of administration; tools for tracking strains and their associated effects; information describing the impact of potency and its role in determining proper dosages and titrations for different routes of administration; a discussion of tolerance, dependence, and withdrawal; facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs; a statement that registered qualifying patients may not distribute marijuana to any other individual, and that they must return unused, excess, or contaminated product to the selling RMD, for disposal; and any other information required by DPH.

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.

MM plans to provide free and reduced cost marijuana on a sliding scale to patients with verified documented financial hardship.

To be considered for the program, patients must complete a Compassion Program Registration Form used to determine patient eligibility using standards established by DPH.

The following guidelines will be used to make this determination: (A) Is the patient a recipient of MassHealth? If yes 1 point. (B) Is the patient a recipient of Supplemental Security Income? If yes, 1 point. (C) Is the patient's annual gross household income less than 150% of the federal poverty level for the current year? If yes, 2 points. (D) Is the patient's annual gross household income between 151% and 300% of the federal poverty level for the current year? If yes, 1 point. Any single patient is eligible for up to 4 points.

We have established the following schedule as the baseline for discount: 4 points= 20% discount / 3 points = 15% discount / 2 points = 10% discount 1 point = 5% discount.

Based on the commitments to both meeting the needs of our patients with these demonstrated financial hardships and to prevent the diversion of discounted medicine, we will limit the volume of medicine that can be obtained at a discount to 1 oz. per month. Special consideration will be given to each patient's medication schedule and preferred method of consumption.

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

All employees go through Orientation Training, Safety Training, and Medical Training, irrespective of department. Upon completion of those modules, employees then complete their respective departmental training programs that cover all of the policies, procedures, knowledge, and skills required to operate effectively and in full compliance within the respective departments.

MM's Orientation training module includes such topics as:

- Review of the Patient Handbook
- Review of the Employee Handbook
- Review of the Safety Handbook
- Legal Training
- Tour of the dispensary facilities and introductions to fellow staff
- Injury & Illness Prevention Program

Safety Training includes acceptable currency identification and counterfeit detection, warning signs of possible diversion to the illegal market, lock and alarm procedures, perimeter and entrance control, robbery response techniques, conflict resolution techniques, and diversion detection techniques.

Medical Training includes:

- HIPAA
- Rights of and sensitivity toward disabled individuals
- Medical Marijuana Risks & Benefits
- How to provide support to patients and caregivers related to the assessment of symptoms
- Cannabis Use Patterns & the Detection of Dependence
- How to effectively refuse medical marijuana to patients who appear impaired or abusing marijuana

At a minimum staff will receive 8 hours of ongoing training each year, but generally much more.

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.

MM has met with multiple insurers to discuss options for obtaining and maintaining general and product liability insurance coverage in compliance with 735.105(Q). Specifically, MM has confirmed the availability of policies including: general liability insurance for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, with a liability policy deductible of less than \$5,000 per occurrence.

MM will work with the insurer to meet the strict underwriting criteria concerning loss by theft or diversion. Our analysis indicates that many of these criteria match the Department's security requirements, in some cases exceeding them. For example, insurers require security measures to deter and prevent unauthorized entrance into areas containing marijuana, as well as the use of a highly-rated, permanent safe for its storage. Insurers also offer credits to dispensaries, which test 100% of their product, defined as at least one flower from each crop of each strain being harvested, as certified by an independent testing laboratory. The general and product liability coverage we will obtain, upon b

**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
	\$	
	\$	
	\$	
	\$	
	\$	

Entity Name	Leadership Names	Amount of Initial Capital Committed	% of Initial Capital Committed
MMA Capital, LLC	Josh Rosen (Manager)	2,000,000	100
	Entity CEO or ED	\$	
	Steve Goodman (Manager)		
	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: AT



## 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."

Application 3 of 3

Applicant Corporation  
**ATTESTATIONS**

Mission Massachusetts, 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

2/12/18

Date Signed

ANDREW F. THUST

Print Name of Authorized Signatory

CEO

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

2/12/18

Date Signed

ANDREW F. THUST

Print Name of Authorized Signatory

CEO

Title of Authorized Signatory

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: AT

Application 3 of 3

Applicant Corporation

Mission Massachusetts, 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

2/12/18

Date Signed

Andrew F. Trust

Print Name of Authorized Signatory

CEO

Title of Authorized Signatory

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: AT