



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281806
Original Issued Date: 05/19/2022
Issued Date: 05/19/2022
Expiration Date: 05/19/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mederi, Inc.

Phone Number: 508-429-2019 Email Address: operations@mederiinc.com

Business Address 1: 44 Boynton Road Business Address 2:

Business City: Holliston Business State: MA Business Zip Code: 01746

Mailing Address 1: 44 Boynton Road Mailing Address 2:

Mailing City: Holliston Mailing State: MA Mailing Zip Code: 01746

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Executive / Officer Other Role:

First Name: Christopher Last Name: Pantano Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control:
Role: Executive / Officer Other Role:
First Name: Meredith Last Name: George Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Mederi, Inc. Entity DBA:
Email: meredith@mederiinc.com Phone: 508-429-2019
Address 1: 44 Boynton Road Address 2:
City: Holliston State: MA Zip Code: 01746
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$500000 Percentage of Initial Capital: 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 44 Boynton Road
Establishment Address 2:
Establishment City: Holliston Establishment Zip Code: 01746
Approximate square footage of the Establishment: 15580 How many abutters does this property have?: 8
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan for Zoning Compliance.pdf	pdf	5ec6d3698caba634a843a769	05/21/2020

Community Outreach Meeting Documentation	Host Community Attestation Form-Manufacturing License.pdf	pdf	614c7ea3f076f507dc7e15b3	09/23/2021
Community Outreach Meeting Documentation	Host Community Outreach docs-Manufacturing License.pdf	pdf	614c7ff9f6892707b40e15e4	09/23/2021
Certification of Host Community Agreement	Mederi - HCA Certification Form-3.pdf.pdf	pdf	614c947ef076f507dc7e174b	09/23/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact rev 3.21.22.pdf	pdf	6238ebe994e880000986db75	03/21/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Director **Other Role:**
First Name: Christopher **Last Name:** Pantano **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Executive / Officer **Other Role:** Treasurer, Clerk
First Name: Meredith **Last Name:** George **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Sec. of State_Cert. of Good Standing_11.12.2019.pdf	pdf	5ec6d4e3f16b5934c591c1a4	05/21/2020
Articles of Organization	Articles of Org..pdf	pdf	5ec6d5168caba634a843a778	05/21/2020
Bylaws	Mederi - Corporate Bylaws - v.2.28.18.pdf	pdf	5ec6d5c20e32c52d2bdd2e1b	05/21/2020
Department of Revenue - Certificate of Good standing	Cert.of Good standing 5.10.21.pdf	pdf	6112ced9bde213399f810ab0	08/10/2021
Secretary of Commonwealth -	Dept Unemployment Good Standing.pdf	pdf	614c870110e8450793e1b2fe	09/23/2021

Certificate of Good Standing

No documents uploaded

Massachusetts Business Identification Number: 001299965

Doing-Business-As Name:

DBA Registration City: Holliston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Mederi Business Plan 11.7.19-2.pdf	pdf	5ec6d5dc7dc0413492817cec	05/21/2020
Proposed Timeline	Proposed Timeline for Manufacturing.pdf	pdf	614c856e8b811c07bff7069f	09/23/2021
Plan for Liability Insurance	Mederi_Plan for Obtaining Liability Insurance rev.pdf	pdf	614c8679c12c6607a11b0163	09/23/2021
Business Plan	MTC notice for Manufacturing license.pdf	pdf	61705c721a0911693591452d	10/20/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older.docx (2).pdf	pdf	5ec6d68b5f1314349d5fa0fc	05/21/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5ec6d70d5fa02a2d3651e88d	05/21/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5ec6d78ff16b5934c591c1b6	05/21/2020
Record Keeping procedures	Recordkeeping Procedures.pdf	pdf	5ec6d7970e32c52d2bdd2e2e	05/21/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5ec6d7a9cb1edf34af2df538	05/21/2020
Separating recreational from medical operations, if applicable	Plan for Separating Recreational from Medical Operations.pdf	pdf	5ec6d7b2f16b5934c591c1be	05/21/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5ec6d8295c6c422d41afcc5b	05/21/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5ec6d8380f96d32d206711eb	05/21/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5ec6d859ce51fd2d12e5eb80	05/21/2020
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	5ec6d86f1cd17834bad63deb	05/21/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5ec6d8810f6f0d34840b4ba6	05/21/2020
Sample of unique identifying marks used for branding	SAMPLES OF UNIQUE IDENTIFYING MARKS USED FOR BRANDING_.pdf	pdf	5ec6e72b5c6c422d41afccb9	05/21/2020
Types of products Manufactured.	Types of products manufactured.pdf	pdf	614376d07cede707aacaf808	09/16/2021
Method used to produce products	Production Methods.pdf	pdf	6143773a10e8450793e1863b	09/16/2021
Safety Plan for Manufacturing	Safety Plan.pdf	pdf	614377ae7cede707aacaf81d	09/16/2021
Security plan	Security Plan-Manufacturing SOP rev.pdf	pdf	614377e919da0307d3557f33	09/16/2021
Plan to Obtain Marijuana	Mederi_Plan for Obtaining Marijuana or	pdf	61705da9c28c0968f384b5a0	10/20/2021

Diversity plan	Diversity Plan-Manufacturing rev2-3.31.22.pdf	pdf	6238ec282ff0a70007d4fafa	03/21/2022
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ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours



Plan to Remain Compliant with Zoning

The address for the ME is 44 Boynton Road, Holliston, MA. and complies with all Holliston zoning requirements.

In accordance with Holliston Zoning Bylaws, the proposed property is located in Holliston's Industrial Zoning District.

In accordance with the Commission's regulations and the Holliston's Zoning Bylaws, the property is not located within five hundred (500) feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, or within five hundred (500) feet of houses of worship and funeral homes, or within one thousand (1,000) feet from institutions of higher education, colleges or universities.

* Manufacturing



Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 9/21/21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

9/7/21 + 9/14/21

b. Name of publication:

Metro West Daily Newspaper

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

a. Date notice filed:

9/17/21

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

a. Date notice(s) mailed:

9/7/21

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Mederi, Inc.

Name of applicant's authorized representative:

Meredith George

Signature of applicant's authorized representative:

Meredith George

Attorneys

Legal Notices

LEGAL NOTICE
NOTICE OF COMMUNITY
OUTREACH MEETING

Notice is hereby given that Metropolitan... LLC (Metco) will hold a meeting... on September 21st, 2021... at 6:30 PM... at the location of the proposed... at 44... in the City of Framingham...

Topics to be discussed at the meeting will include, but not be limited to: 1. The type(s) of Adult Use and Medical Marijuana establishments to be located at the proposed address... 2. Plans for maintaining a secure facility... 3. Means to prevent diversion to minors... 4. Plans to positively impact the community and... 5. Plans to ensure the establishment will not constitute a nuisance to the community...

LEGAL NOTICE
CITY OF FRAMINGHAM
PURCHASING DEPARTMENT

The City of Framingham invites proposals for the purchase of real estate located at the real estate to be converted... in the City of Framingham... on or before June 21, 2021... at the location of the Lincoln Medical Center Condominium...

The Request for Proposal (RFP) documents can only be obtained electronically through the Request for Proposal... at the location of the Lincoln Medical Center Condominium...

RFP documents will be available on Wednesday August 11, 2021 at 10:00 a.m. on Vendor Registry... at the location of the Lincoln Medical Center Condominium...

Bids must be submitted electronically through the City's Vendor Registry system... at the location of the Lincoln Medical Center Condominium...

LEGAL NOTICE
ZONING BOARD OF APPEALS

The Natick Zoning Board of Appeals will hold a public hearing on Monday, September 21, 2021, at 6:30 pm on a subject matter... at the location of the Lincoln Medical Center Condominium...

All are invited and encouraged to review applications and submit comments... at the location of the Lincoln Medical Center Condominium...

LEGAL NOTICE
ZONING BOARD OF APPEALS

The Natick Zoning Board of Appeals will hold a public hearing on Monday, September 21, 2021, at 6:30 pm on a subject matter... at the location of the Lincoln Medical Center Condominium...

All are invited and encouraged to review applications and submit comments... at the location of the Lincoln Medical Center Condominium...

LEGAL NOTICE
WETLANDS PROTECTION COMMITTEE

Pursuant to Mass General Laws, Chapter 131, Section 25, Massachusetts Wetlands Protection Act and the Wetlands Protection Committee will hold a public hearing... at the location of the Lincoln Medical Center Condominium...

Public Participation will be via Virtual Means Only... at the location of the Lincoln Medical Center Condominium...

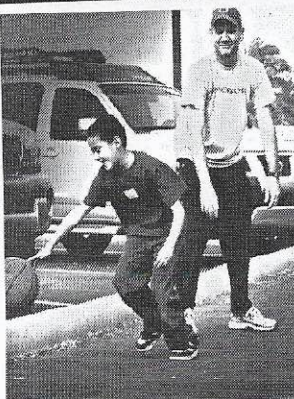
Legal Notices

You know that noise your heart makes when you work out?

IT'S CALLED APPLAUSE.

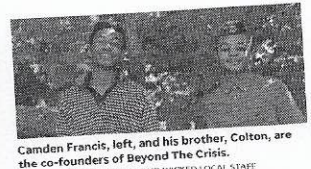
Think of each beat as your heart's way of cheering you on for staying physically active. Want a standing ovation? Try keeping your diet low in fat too. For more ways to lower your risk of heart attack and stroke, visit www.americanheart.org or call 1-800-AHA-USA1.

American Heart Association. Learn and Live. This space provided as a public service. © 1999, American Heart Association



HE LEARNED THAT HE HAD THE POTENTIAL TO DO ANYTHING. His Little Brother learned something, too.

LEGAL ADVERTISING/CONTACTS For rates and to place a legal advertisement Call 1-800-624-7555 ext.6930 or email legals@wickedlocal.com WICKED LOCAL



Camden Francis, left, and his brother, Colton, are the co-founders of Beyond The Crisis.

Serving

Continued from Page 3A

estimated that food insecurity among children is estimated to have increased 30%.

The boys' organization, Beyond the Crisis, informs people that food insecurity issues will remain once the pandemic is over and that the organization will still be there to help.

"It's a big initiative for us because we've always had a fridge and pantry brimming with food," said Camden, who lives in Sudbury with his family. "A lot of people in upper middle- and middle-class families don't really think about giving back as much as we as a community should."

The organization collects donated food and uses grant funding and money donations to be able to buy food at bulk prices at places such as supermarkets and restaurants.

Items are delivered to a local partner, St. Ambrose Catholic Charities of Boston.

Communities served include Worcester, Roxbury, Dorchester, Mattapan, East Boston, Fenway-Kenmore, Hyde Park, Roslindale, Jamaica Plain, South Boston, Brockton, Stoughton, Revere, Chelsea and Winthrop, according to the organization's website.

"Since it's close to home, it means something special," said Colton, an eighth grader at Ephraim Curtis Middle School in Sudbury.

The boys hope to expand their efforts to MetroWest. The organization has given out 2,500 meals since June, Camden said.

The base of operations is the brothers' family home. It's a family affair, as their mother helps with the shopping and their grandmother, Elaine Thompson, helps with applications for grant funding. Camden said his father, James, is also an inspiration. He's an executive at a local technology firm while also launching a startup.

"I'm very proud of them," Jevon Francis said of their two sons. "You always pray that your kids are safe and happy, but you want them to also have morals and be good people. I feel they are moving in the right direction."

Thompson is equally impressed. "Sometimes it makes my head hurt all that they are involved in," she said. "This is just a piece of the things they are involved in. They are very caring young men."

James Francis said the two are the perfect pair. He admires Camden's drive, work ethic and determination to accomplish goals, mentioning how his son spends many hours a week working on the nonprofit.

"This is not hyperbole," he said. "He works 15 to 16 hours a day and sacrifices weekends... He should be out more, but he is really passionate about making a change."

Colton has that "social spark," James Francis added. He's creative and knows how to connect with others.

"We've got the pragmatist and then we've got the other side of the brain that is highly sociable, people-oriented, jovial, quick witted and funny," he said. Because the brothers are still in school, they have had to balance multiple responsibilities throughout the whole process.

The beginning was challenging, but they saw each small step as a means to getting the nonprofit started.

"It first was just an idea — just a light bulb — but going through that process, we were able to get small things done. Then small things turned to larger things and goals turned slowly into achievements," Camden said.

The two share the weight of the work. Camden runs the website and helps secure new partnerships, while Colton works on social media and marketing.

Camden found a mentor in YMCA MetroNorth CEO Kathleen Welsh. He also has previous business experience attending a few Harvard business program classes.

"She taught me the reins of how to establish and manage a nonprofit," he said. "I really took a lot of the advice and skills she taught me and implemented them uniquely."

He said what set him apart is that the organization is minority-run and that his family is involved.

"Doing something meaningful with my family has really meant a lot to me," he said.

Franklin

Continued from Page 3A

Several businesses have already agreed to sponsor the festival. Thanks to platinum sponsors Dean Bank and RI Motorsports and Detail; silver sponsors Bisantti Real Estate Appraisals & Consulting, Glen Meadow Apartments, Hockonock VTC, Liberty Tax, Midwestern Savings Bank, My FM 101.3, Hockonock Trust & the Enclave of Franklin, and bronze sponsors: Beaux Regard's Photographic Art, Chestnut Dental, Encore Music Academy and Recording Studios, La Cantina Winery, & Mint Dental of Franklin.

The Franklin Downtown Partnership is a nonprofit, 501(c)3 organization made up of more than 300 business owners, community leaders and residents working to stimulate economic development downtown and create a positive impact throughout the area.

Attachment A

Legal Notices

CC010 EARLE KERRY DRIVE LEGAL NOTICE HOLLISTON CONSERVATION COMMISSION

A Public Meeting will be held at 8:00 PM on September 21, 2021 via remote participation using Zoom...

Thursday, October 7, 2021, 8:00 P.M.

to review an Amended Order of Conditions from Review Session for construction of a home with a basement...

Michael Perloff Chairman

AD11908344 MWON 9/14/21

CC08 COURTLAND STREET LEGAL NOTICE HOLLISTON CONSERVATION COMMISSION

A Public Meeting will be held at 8:00 PM on September 21, 2021 via remote participation using Zoom...

Request for Determination of Appropriability filed pursuant to the M.G.L. ch. 131B, § 4D...

Christopher Bajdak, Conservation Chair

AD11908341 MWON 9/14/21

CC028 WINTHROP STREET LEGAL NOTICE HOLLISTON CONSERVATION COMMISSION

A Public Meeting will be held at 8:00 PM on September 21, 2021 via remote participation using Zoom...

Request for Determination of Appropriability filed pursuant to the M.G.L. ch. 131B, § 4D...

Christopher Bajdak, Conservation Chair

AD11908339 MWON 9/14/21

CC065 WEDGEWOOD DRIVE LEGAL NOTICE HOLLISTON CONSERVATION COMMISSION

A Public Meeting will be held at 8:00 PM on September 21, 2021 via remote participation using Zoom...

Request for Determination of Appropriability filed pursuant to the M.G.L. ch. 131B, § 4D...

Christopher Bajdak, Conservation Chair

AD11908338 MWON 9/14/21

CC02-34 CENTRAL STREET LEGAL NOTICE HOLLISTON CONSERVATION COMMISSION

A Public Meeting will be held at 8:00 PM on September 21, 2021 via remote participation using Zoom...

Request for Determination of Appropriability filed pursuant to the M.G.L. ch. 131B, § 4D...

Christopher Bajdak, Conservation Chair

AD11908335 MWON 9/14/21

CC070 PROSPECT STREET LEGAL NOTICE HOLLISTON CONSERVATION COMMISSION

A Public Meeting will be held at 8:00 PM on September 21, 2021 via remote participation using Zoom...

Request for Determination of Appropriability filed pursuant to the M.G.L. ch. 131B, § 4D...

Christopher Bajdak, Conservation Chair

AD11908333 MWON 9/14/21

234/44 FAIRVIEW AVENUE LEGAL NOTICE ZONING BOARD OF APPEALS

The Natick Zoning Board of Appeals will hold a Public Hearing on Tuesday, September 21, 2021...

All are invited and encouraged to review applications and plans prior to the meeting...

This notice may also be viewed at www.mass.gov/dca/boards

Case #2021-251 Per order of the ZBA Chair AD11908179 MWON 9/14/21

Legal Notices

CC043 BOKASTOWN BROOK ROAD LEGAL NOTICE HOLLISTON CONSERVATION COMMISSION

A Public Meeting will be held at 8:00 PM on September 21, 2021 via remote participation using Zoom...

Request for Determination of Appropriability filed pursuant to the M.G.L. ch. 131B, § 4D...

Christopher Bajdak, Conservation Chair

AD11908330 MWON 9/14/21

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AD11908283 MWON 9/14/21

Rolling Stones

Continued from Page 3A

Sir Morgan's Cove, Philadelphia and nearly 200,000 seats — all sold out — were now only 10 days away.

Markle said the Stones needed a shared victory, a morale boost, a shot in the arm. The Stones needed the people of Worcester.

Resembling a throwaway coat-check receipt more than a prized concert ticket, the matchbook size, laser-etched cardboard vouchers for the Stones' Sir Morgan's Cove gig had a red number stamped on the top and the words "THE COCKROACHES" (aka the Rolling Stones' not-so-secret, secret moniker for the evening).

WAAF vs. WBCN a FM radio war

As for bitter radio rivalries go, WAAF and WBCN 104.1 FM, aka "The Rock of Boston," was the rock radio equivalent to the Red Sox and Yankees.

And WAAF getting the Stones to play Worcester made WBCN go bonkers, so much so that they did everything in their power to sabotage the show by giving out the name and location of the secret gigs on air.

"A little Cincinnati in Worcester tonight!" WBCN (and Worcester native) disc-jockey Mark Parenteau said on the air, drawing comparisons to the crowd situation expected on Green Street to the Dec. 3, 1979, tragedy when it was crushed to death outside the entry doors of Cincinnati's Riverfront Coliseum.

As a result of WBCN's tactics, an estimated 4,000 people lined up on both sides of Green Street waiting for the Stones' arrival.

Newspaper reporters on the inside

In 1981, Robert P. Connolly was a general assignment reporter for the Worcester Telegram and John Fraser was an entertainment columnist for the Evening Gazette. They were likely the only reporters inside the Cove that night.

"I don't remember whether I was assigned, trying to get in (to see the Stones), or I just decided I was going to make it my mission," Connolly said. "But I really did feel strongly that here you have a historic and national event occurring in the paper's backyard and we deserve to be there as much or more than any other media outlet."

Before the Stones were done playing, Connolly called Telegram assistant city editor Jim Fox on a pay phone in the back of the club and, after a deep breath, dictated the story of the top of his head. It was about this time that it hit him what was going on at Sir Morgan's Cove.

"This is the world's greatest rock and roll band playing in a little club in Worcester," Connolly said. "You felt like you were going back in time seeing the Stones as they once were, as when they were starting out in the Beatles playing in Hamburg and Liverpool. One of the quintessential British Invasion rock bands is playing in Worcester and this is probably a lot like when they started out when they played for 200-300 people. This was insane. The night stands on its own as a musical event and significant cultural historical event for Worcester."

They arrived in a Winnebago

Around 11:30 p.m., a 35-foot Winnebago transporting the Stones came down Green Street and squeezed into the alley between Sir Morgan's Cove and a neighboring garage.

Paul "Tiny" Stacy (the late co-owner of the Blue Plate Lounge in Holden) and Phillip "Pinkie" Giroaud served as Sir Morgan's Cove first and only line of defense if the crowd got out of hand inside.

"The Stones did not allow cameras or sound recorders into the Cove, though Sir Morgan's Cove owner Joe Faucher Jr. said a rough-sounding tape was made. One thing that did get in was a folding back knife, opened with the blade up.

"Tiny pulled this back knife out of a guy's hand that was up on stage and was gonna stab Mick Jagger," Giroaud said. "The guy was just a little skinny guy who wanted to be famous."

Faucher said the rest of the crowd inside the club was great. "Everyone was so awestruck. It was so surreal. People were almost in shock. It was incredible. They were well-behaved. They respected what was going on," he said. "I was in that club for almost 20 years and I had some great shows. I had Joe Cocker. I had Clarence Clemons and the Red Bank Rockers. I had Muddy Waters. I had a lot of top bands in there. But I never saw anything like this."

Outside, it was even crazier

"You had 10,000 people out there (both the Worcester Telegram and Evening Gazette reported 4,000). You had the Worcester Police tactical force in full riot gear with face shields, battle batons, marching down Green Street," Faucher said.

"He said police just wanted to keep the peace. "There was a show of force, but they just moved the crowd back, kept everyone safe," Faucher said. "The police did a great job, great job."

Faucher had the last idea of the night — to open the two front doors of the club so the people on Green Street could hear the Stones play. "The police wanted to keep the doors shut," he

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OFFICE OF THE
TOWN CLERK
HOLLISTON, MASS.

NOTICE OF COMMUNITY OUTREACH MEETING: MEDERI

2021 SEP 16 PM 1:59

Notice is hereby given that Mederi, Inc./Mederi II, LLC ("Mederi") will hold a Virtual Community Outreach Meeting on **September 21st, 2021** between **4:30- 5:30 PM** to discuss the proposed siting of a Medical Marijuana Treatment Center as well as a Medical and Adult Use Marijuana Manufacturing Establishment at 44 Boynton Road, Holliston, MA 01746. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult Use and Medical Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to join by using the following link
<https://zoom.us/j/92814524030?pwd=T1pDclMxTkFEWURDc05POzBLd1htUT09>

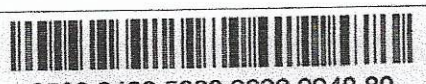
Questions may be submitted in advance to operations@mederiinc.com

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOPPING BROOK DEVELOPMENT, LLC
 330 HOPPING BROOK ROAD
 HOLLISTON MA 01746-



9590 9402 5039 9092 2948 80

2. Article Number (Transfer from service label)

7020 1290 0001 5391 3814

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

X *[Signature]*

B. Received by (Printed Name) C. Date of Delivery

KENNY WORMAN 9/7/21

D. Is delivery address different from item 1? Yes No

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3. Service Type
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1. Article Addressed to:

NSTAR ELECTRIC COMPANY
 PROPERTY TAX DEPT
 P.O. BOX 270
 HARTFORD CT 06141-



9590 9402 5039 9092 2949 41

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D. Is delivery address different from item 1? Yes No

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SEP 07 2021

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1. Article Addressed to:

JAT, LLC
 ATTN: JOHN THEMELI
 40 SMITHHURST DR
 HOLLISTON MA 01746-



9590 9402 5039 9092 2949 58

2. Article Number (Transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

X

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No

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1. Article Addressed to:
AMERICAN DURAFILM CO INC
P.O.BOX 6770
HOLLISTON MA 01746-



9590 9402 5039 9092 2949 34

2. Article Number (Transfer from service label)
7020 1290 0001 5391 3821

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
M. Raymond

B. Received by (Printed Name) *M. Raymond*

C. Date of Delivery *9/13/21*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
FANUC USA CORPORATION
ATTN: LISA RHODY
3900 W. HAMLIN RD
ROCHESTER HILLS MI 48309-



9590 9402 5039 9092 2948 66

2. Article Number (Transfer from service label)
7020 1290 0001 5391 3876

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
[Signature]

B. Received by (Printed Name) *[Signature]*

C. Date of Delivery *09-07-21*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:
HOLLISTON, TOWN OF
CONSERVATION COMMISSION
703 WASHINGTON ST
HOLLISTON MA 01746-



9590 9402 5039 9092 2949 03

2. **7020 1290 0001 5391 3807**

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
Lisa Rodriguez

B. Received by (Printed Name) *[Signature]*

C. Date of Delivery *9/2/21*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 EFK PROPERTIES, LLC
 375 HOPPING BROOK RD
 HOLLISTON MA 01746-



9590 9402 5039 9092 2949 27

2. Article Number (Transfer from service label)
 7020 1290 0001 5391 3883

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Richard White Agent
 Addressee

B. Received by (Printed Name) *RICHARD WHITE* C. Date of Delivery *9/7/21*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
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 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 JEWETT REALTY LIMITED PARTNER
 WALCHEM CORPORATION
 5 BOYNTON RD
 HOLLISTON MA 01746-



9590 9402 5039 9092 2949 10

2. Article Number (over \$500)
 7020 1290 0001 5391 3791

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Steve Palmer Agent
 Addressee

B. Received by (Printed Name) *STEVE PALMER* C. Date of Delivery *9-7-2021*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
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PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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1. Article Addressed to:
 HOLLISTON, TOWN OF
 WATER DEPARTMENT
 703 WASHINGTON ST
 HOLLISTON MA 01746-



9590 9402 5039 9092 2948 97

2. Article Number (over \$500)
 7020 1290 0001 5391 3784

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 John Rodriguez Agent
 Addressee

B. Received by (Printed Name) *John Rodriguez* C. Date of Delivery *9/2/21*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

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

1. Name of applicant:

Mederi Inc

2. Name of applicant's authorized representative:

Chris Pantano

3. Signature of applicant's authorized representative:



4. Name of municipality:

Holliston

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

Town Administrator



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



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

ahernt@holliston.k12.ma.us

8. Host community agreement execution date:

February 23, 2021



Mederi Inc. Plan for Positive Impact

Overview

Mederi, Inc. (“Mederi”) is dedicated to serving and supporting its host community and its neighbors. Mederi’s programs for positive impact are designed to empower and advance communities that have borne a disproportionate impact from the “War on Drugs.” Mederi’s investment in educational and career development resources for youth and adults who are Massachusetts residents with past drug convictions will reduce barriers to financial security and self-determination.

Plan Administration

The Chief Operating Officer (“COO”) will administer the Positive Impact Plan (the “Plan”). The COO will be responsible for creating partnerships with organizations that serve the disproportionately affected population of Massachusetts residents with past drug convictions, developing measurable outcomes and ensuring Mederi continues to meet its commitments.

The COO will be responsible for the success of the Plan and will document and report on progress toward the plan’s goals in a reliable and transparent fashion. The COO will compile records and data evaluating the success of the initiatives and report on all programs and metrics listed below to the CCC annually at the time of license review and renewal.

Mederi shall adhere to the requirements set forth in 935 CMR 500.105 (4). Any actions taken, or programs instituted by, Mederi will not violate the Commission’s regulations with respect to limitations on ownership, control, or other applicable state laws.

PROGRAM #1

Conduct educational seminars biannually which target Massachusetts residents who have past drug convictions. Seminar topics will include marijuana propagation, marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training.

To reach this community, Mederi is committed to developing partnerships with organizations that provide services to Massachusetts residents who have past drug convictions. Mederi has reached out to Jamie Camacho, Director of Inmate Training and Education at the MA Department of

Corrections to open a dialogue about opportunities for collaboration.

Goal: Host at minimum two (2) one-hour industry-specific seminars targeting Massachusetts residents who have past drug convictions.

Metric: Document dates, times, locations, attendance rates of seminars, as well as participant feedback surveys.

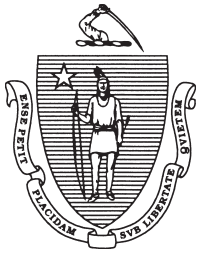
PROGRAM #2

Partner with organizations that serve Massachusetts residents who have past drug convictions to devise creative programming allowing such residents to build and tend to an aquaponic learning garden that would bear fruits and vegetables for consumption. Some organizations that Mederi is considering partnering with are Jeremiah's Inn, Net of Compassion, St. Francis & St. Therese Catholic Worker House Hospitality, Channing House (Willis Center), Dismas Family Farm, as well as our local Police Departments.

Goal: Mederi will secure a partnership with an organization or program that benefits Massachusetts residents who have past drug convictions for the purpose of creating programming around starting and caring for an aquaponic learning garden.

Metric: Reach out to at minimum five organizations to inquire about their interest in a potential partnership; document and summarize this correspondence. The progress and success of this program will be documented one year from provisional licensure and will be demonstrated pursuant to 935 CMR 500.101(1) and (2).

These plans are subject to adjustment based on COVID-19 regulations and restrictions.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: November 12, 2019

To Whom It May Concern :

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

is a domestic corporation organized on **November 20, 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.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19110220440

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

Processed by:



Business Entity Summary

ID Number: 001299965

[New search](#)

Items that appear in red contain confidential data that is not available to the general public.

Summary for: **MEDERI, INC.**

The exact name of the Nonprofit Corporation: MEDERI, INC.			
Entity type: Nonprofit Corporation			
CID : EY7V40			
Identification Number: 001299965			
Date of Organization in Massachusetts: 11-20-2017			
Last date certain:			
Current Fiscal Month/Day: 12/31			
The location of the Principal Office in Massachusetts:			
Address: 44 BOYNTON ROAD			
City or town, State, Zip code, Country: HOLLISTON, MA 01746 USA			
The name and address of the Resident Agent:			
Name: CHRISTOPHER PANTANO			
Address: 59 IRVING WAY			
City or town, State, Zip code, Country: NAHANT, MA 01908 USA			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	CHRISTOPHER PANTANO	59 IRVING WAY NAHANT, MA 01908 USA	Until successors are duly elected and qualified
TREASURER	MEREDITH GEORGE	45 RAVENNA AVENUE SALEM, MA 01970 USA	Until successors are duly elected and qualified
CLERK	MEREDITH GEORGE	45 RAVENNA AVENUE SALEM, MA 01970 USA	Until successors are duly elected and qualified
DIRECTOR	CHRISTOPHER PANTANO	59 IRVING WAY NAHANT, MA 01908 USA	Until successors are duly elected and qualified
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing			
View filings for this business entity:			
ALL FILINGS Annual Report Application For Revival Articles of Amendment Articles of Consolidation - Foreign and Domestic Articles of Consolidation - Domestic and Domestic			
View filings			
Comments or notes associated with this business entity:			

BY-LAWS OF MEDERI, INC.
A MASSACHUSETTS NON-PROFIT CORPORATION

ARTICLE I: General

Section 1. Name and Purposes. The name of the Corporation is Mederi, Inc. The purpose of the Corporation shall be as set forth in the Corporation’s Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “*Articles of Organization*”). As permitted by law, the Corporation 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 corporation formed under Chapter 180 of the General Laws of Massachusetts (“*Chapter 180*”). The Corporation shall at all times operate on a non-profit basis for the benefit of registered qualifying patients and shall ensure that revenue of the Corporation is used solely in furtherance of its non-profit purpose.

Section 2. Articles of Organization. These Bylaws (these “*Bylaws*”), the powers of the Corporation and its Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 3. Corporate Seal. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word “Massachusetts” and the year of its incorporation.

Section 4. Fiscal Year. The fiscal year of the Corporation shall commence on January 1, and end on December 31 of each year, unless otherwise determined by the Board of Directors.

Section 5. Location of Offices of Corporation. The principal office of the Corporation shall be 59 Irving Way, Nahant, MA 01908. The Board of Directors may approve a change of the location of the principal office in the Commonwealth of Massachusetts effective upon the filing of a certificate indicating the new location with the Office of the Secretary of State of the Commonwealth of Massachusetts. The Corporation may establish and maintain offices in such other locations, within and outside of the Commonwealth of Massachusetts, as the Board of Directors may determine.

ARTICLE II: Members

Section 1. Identity of Initial Member. The initial member of the Corporation shall be Christopher Pantano (hereinafter referred to herein as the “*Original Member*”). In the event the Original Member dies or becomes incapacitated and, at that time, the legal representative of the estate of the 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 2. Additional and Substitute Members. The Original Member may increase the number of members of the Corporation and may appoint additional members and substitute members on

such terms and conditions, including terms and conditions related to voting rights, as the Original Member may from time to time determine (“*Additional Members*”). Rights conferred upon an Additional Member by the Original Member, including voting rights, need not be uniform for all Additional Members. As used in these Bylaws, the term “*Member(s)*” shall refer only to the Original Member (including their substitute Member described in Section 1 of this Article), unless and until the Original Member acts to designate one or more Additional Members as specified in these Bylaws, at which time the term “*Member(s)*” shall refer to the Original Member and the Additional Members collectively.

Section 3. Tenure. Unless a different term is designated at the time an Additional Member is admitted by the Original Member, 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 4. Resignation. Any Member may resign by delivering a written resignation to the President or Clerk of the Corporation, to the Board of Directors, or to the principal office of the Corporation. 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 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 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 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 calendar (7) days before the meeting to the Members. The Members may waive notice either before or after a meeting.

Section 8. Action Without a Meeting; E-mail and Facsimile Voting Permitted. Unless specifically prohibited by law, the Articles of Organization or these Bylaws, any action required to be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed or confirmed by not less than seventy-five percent (75%) of the Members. Such consent may be obtained by facsimile signature on multiple copies or a Member’s vote may be registered by e-mail. Votes taken by e-mail shall be printed with the printed copy showing the Member’s e-mail address. E-mail confirmations and written consents shall be filed with the records of the meetings of the Members. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9. 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 unanimous vote of the Members then in office shall constitute a transaction of business, and the unanimous vote of the Members shall be the act of the Members. A Member 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 10. Meetings by Remote Communication. One or more Members may attend any meeting of the Members through telephonic, electronic or other means of communication by which all Members 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 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 Corporation listed below shall be reserved exclusively to the Members:

- (a) Amend or amend and restate the Articles of Organization, provided that any amendment of the Articles of Organization shall require a two-thirds vote of the Members;
- (b) Adopt, amend or repeal these Bylaws;
- (c) Appointment, removal or suspension of any Director of the Corporation;
- (d) Change in the number of members of the Board of Directors of the Corporation;
- (e) Approval of any sale or other disposition of all, or substantially all, of the assets or operations of the Corporation;
- (f) Approval of any merger or consolidation of the Corporation, provided that any merger or consolidation shall require a two-thirds vote of the Members;
- (g) Approval of any plan of dissolution of the Corporation, or other action related to dissolution or liquidation of the Corporation; and
- (h) Appointment, suspension or removal of a Member of the Corporation; and
- (i) Authorize the Corporation to enter into any agreement to do any of the foregoing.

Section 12. Tiebreakers. For any action requiring a vote of the Members under these Bylaws, in the event of a tie vote, the matter shall be resolved by a vote of the Board of Directors. In such case, a majority vote of the disinterested Directors shall function as a vote of the Members under these Bylaws.

ARTICLE III: Directors

Section 1. Enumeration; Qualifications. The Corporation shall have a Board of Directors that shall serve as the governing body of the Corporation and shall have all the powers and duties of a board of directors under Massachusetts law, subject to Section 11 of Article II and Section 6 of this Article. The Board of Directors shall consist of such number of Directors as shall be determined initially by the incorporator, and thereafter by the Members (but not less than the minimum number required by law). Directors shall possess such qualifications as may be determined by the Members.

Section 2. Election of Directors; Term of Office. Directors shall be elected by the Members at an annual meeting of the Members or at any special meeting held in lieu thereof by the affirmative vote of the Members or by unanimous written consent of the Members. Subject to other provisions of these Bylaws, unless the Members specify a different term at the time of election or appointment, each Director shall, subject to these Bylaws, serve until the next annual meeting of the Members, or special meeting held in lieu thereof, and until his or her successor is duly elected and qualified, or until he or she sooner dies, becomes incapacitated, resigns, is removed or becomes disqualified.

Section 3. Vacancies. Any vacancy at any time existing in the Board of Directors (including any newly created seats on the Board) may be filled by the Members at any meeting of the Members or by unanimous written consent of the Members. Unless the Members specify a different term at the time of election or appointment, each successor Director shall hold office for the remainder of his or her predecessor's unexpired term and until his or her successor is duly elected and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

Section 4. Resignation. Any Director may resign by delivering his or her written resignation to the Corporation at its principal office, to any meeting of the Board of Directors, or to the President or Clerk of the Corporation. 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) and acceptance thereof shall not be necessary to make it effective unless it so states; *provided, however*, that the Board of Directors may act to accept such resignation immediately or at any other time sooner than the time specified by such resigning Director in his or her resignation.

Section 5. Removal. A Director may be removed from office, with or without cause, by an affirmative vote of the majority of the Members. A Director may be removed for cause only after reasonable notice and opportunity to be heard prior to action thereon. For the purpose of this Section "Cause" shall mean if any director: (1) fails to qualify as a dispensary agent as determined by the Massachusetts Department of Public Health ("DPH") or other relevant regulatory authority; (2) is found unsuitable or unqualified to sit as director of a registered marijuana dispensary as determined by the DPH or other relevant regulatory authority pursuant to written notice to the Non-profit; or (3) engages in any negligent, reckless, or intentional action or inaction that causes substantial financial or reputational injury to the Non-profit, or jeopardizes the Non-profit's ability to receive or renew a marijuana dispensary registration, as determined in a written opinion of the Non-profit's legal counsel.

Section 6. Powers. The Board of Directors shall manage, control and be responsible for oversight of the affairs and property of the Corporation, and at all times may exercise on behalf of the Corporation all lawful powers, rights and privileges of the Corporation 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, in its discretion, may from time to time establish committees, appoint individuals to serve as members of any such committee, define or limit the powers and duties of any such committee, and thereafter may disband the same. 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:

- (a) Change the location of the principal office of the Corporation;
- (b) Adopt, amend or repeal these Bylaws;
- (c) Change the number of Directors;
- (d) Appoint, elect, suspend or remove Directors or officers;
- (e) Amend or amend and restate the Articles of Organization;
- (f) Authorize any sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation;
- (g) Authorize any merger or consolidation of the Corporation; or
- (h) Authorize the dissolution of the Corporation.

Subject to these Bylaws and applicable law, the Board of Directors may authorize officers, attorneys or agents of the Corporation to act on its behalf subject to such limitations as the Board of Directors determines.

Section 7. Compensation of Directors. Directors as such shall not receive any salaries for their services on the Board of Directors, but Directors shall not be precluded from serving the Corporation in any other capacity and receiving reasonable compensation for any such services. The Corporation may reimburse Directors for reasonable expenses incurred in the performance of their duties to the Corporation as approved by the Board of Directors. A Director, solely because of being a member of the Board of Directors, shall not be precluded from serving the Corporation in any other capacity and receiving reasonable compensation for any such other service.

ARTICLE IV: Meetings of the Board of Directors

Section 1. Place. Meetings of the Board of Directors shall be held at such place within or outside of Massachusetts as may be determined by the Board and identified in the notice of any such meeting.

Section 2. Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such hour as may be determined by the Board and identified in the notice of such meeting. Special meetings of the Board may be called by the Members, the President or by a majority of

the Directors, and shall be noticed by the President or the Clerk, or in the case of the death, absence, incapacity or refusal of the President or the Clerk, by the Members or any other officer.

Section 3. Notice. Unless otherwise required by law, the Articles of Organization or these Bylaws, notice of each meeting of the Board of Directors shall be given, not later than two (2) business days before the meeting is scheduled to commence, by the President or the Clerk (or the Members or other officer as set forth in Section 1 above) and each such notice shall state the place, date and time of the meeting. Notice of each meeting may be delivered to a Director by hand or given to a Director orally (either by telephone or in person) or mailed, sent by electronic mail or sent by facsimile transmission to a Director at his residence or usual place of business. If mailed, the notice shall be deemed given when deposited in the United States mail, postage prepaid; if sent by electronic mail, the notice shall be deemed given when directed to an electronic mail address at which the Director has consented to receive notice; and if sent by facsimile transmission, the notice shall be deemed given when transmitted with transmission confirmed. Notice of any meeting need not be given to any Director who shall submit, either before or after the time stated therein, a signed waiver of notice or who shall attend the meeting, other than for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not lawfully called or convened. Notice of an adjourned meeting, including the place, date and time of the new meeting, shall be given to all Directors not present at the time of the adjournment, and also to the other Directors unless the place, date and time of the new meeting are announced at the meeting at the time at which the adjournment is taken.

Section 4. 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 Board of Directors, a majority of the total number of Directors then in office shall constitute a quorum and the vote of a majority of the Directors present and voting at a meeting when a quorum is present shall be the act of the Board. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time, date and place. Each Director shall be entitled to one (1) vote on any matter that comes before the Board of Directors. There shall be no voting by proxy.

Section 5. Action Without a Meeting; E-mail and Facsimile Voting Permitted. Unless specifically prohibited by law, the Articles of Organization or these Bylaws, any action required to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed or confirmed by not less than seventy-five percent (75%) of the Directors. Such consent may be obtained by facsimile signature on multiple copies or a Director's vote may be registered by e-mail. Votes taken by e-mail shall be printed with the printed copy showing the Director's e-mail address. E-mail confirmations and written consents shall be filed with the records of the meetings of the Board of Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 6. Meetings by Remote Communications. One or more Directors may attend any meeting of the Board of Directors 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.

ARTICLE V: Officers and Agents

Section 1. Enumeration. The officers of the Corporation shall be a President, a Treasurer, a Clerk, and such other officers, if any, as the Board of Directors may from time to time determine. The Corporation may also have such agents, if any, as the Board of Directors may appoint from time to time and each shall have such powers as may be designated from time to time by the Board of Directors.

Section 2. Term of Office. Subject to other provisions of these Bylaws, unless the Board of Directors indicate a different term at the time of election or appointment, officers of the Corporation shall serve at the pleasure of the Board of Directors, and until their respective successors are elected and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

Section 3. Qualifications. An officer of the Corporation may but need not be a Director of the Corporation. Any two (2) or more offices may be held by the same person. The Clerk shall be a resident of the Commonwealth of Massachusetts unless the Corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the Directors to give bond for the faithful performance of his or her duties to the Corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the Corporation. Officers shall meet such other qualifications as the Board of Directors may determine from time to time.

Section 4. Vacancies. Any vacancy at any time existing in any office of the Corporation may be filled by the Directors at any meeting of the Board of Directors and such successor shall serve at the pleasure of the Board of Directors, and until his or her successor is chosen and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

Section 5. Resignation. Any officer or agent may resign by delivering his or her written resignation to the Corporation at its principal office, to any meeting of the Board of Directors, or to the President or Clerk of the Corporation, and 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) and the acceptance thereof shall not be necessary to make it effective unless it so states; *provided, however,* that the Board of Directors may act to accept such resignation immediately or at any other time sooner than the time specified by such resigning officer in his or her resignation.

Section 6. Removal. The Board of Directors may remove any officer, with or without cause, by the affirmative vote of not less than a majority of the total number of Directors then in office at any regular meeting or special meeting of the Board of Directors. An officer may be removed for cause only after reasonable notice and opportunity to be heard prior to action thereon. Each agent appointed by the Board shall retain his or her authority at the pleasure of the Board of Directors and each agent so appointed may be removed, with or without cause, at any time by the Board of Directors.

Section 7. President. The President shall be the chief executive officer of the Corporation and as such shall have charge of the affairs of the Corporation subject to the supervision of the Board of Directors. Subject to limitations that the Board of Directors may approve generally or in any

specific instance, all checks drawn on bank accounts of the Corporation may be signed on its behalf by the President or such other persons as may be authorized from time to time by the Board of Directors. The President shall also have such other powers and duties as customarily belong to the office of the chief executive or as may be designated from time to time by the Board of Directors. The President shall be responsible for the administration of the Corporation in all its activities subject to such policies as may be adopted and such orders as may be issued by the Board of Directors from time to time, or by any committees of the Board to which the authority for such action has been specifically delegated.

Section 8. Treasurer. The Treasurer shall have such powers and duties as customarily belong to the office of Treasurer or as may be designated from time to time by the Board of Directors. The Treasurer shall have the power to endorse for deposit or collection all notes, checks, drafts and similar documents that are payable to the Corporation or its order, provided that the Treasurer shall not deposit any funds of the Corporation in any banking institution unless such institution has been designated as a depository by a vote of the majority of the members of the Board of Directors, exclusive of any Director who is an officer or Director of the depository so designated. Subject to limitations that the Board of Directors may approve generally or in any specific instance, all checks drawn on bank accounts of the Corporation may be signed on its behalf by the Treasurer or such other persons as may be authorized from time to time by the Board of Directors.

Section 9. Clerk. The Clerk shall record all proceedings of the Members and the Board of Directors in a book or books to be kept therefor and shall have custody of the seal of the Corporation. If the Clerk is absent from any meeting of the Board of Directors, a temporary Clerk shall be chosen at the meeting who shall keep a true record of the proceedings thereof.

Section 10. Additional Powers and Duties. Each officer shall, subject to these Bylaws and to any applicable provisions of law and the Articles of Organization, have, in addition to the duties specifically set forth in these Bylaws, such duties and powers as are customarily incident to such officer's office and such additional duties and powers as the President or the Directors may from time to time designate.

Section 11. Compensation of Agents and Employees. The Corporation may pay compensation in reasonable amounts to its officers, agents and employees for services rendered, such amount to be fixed by the Board of Directors, or, if the Board of Directors delegate power to any officer or officers, then by such officer or officers; *provided, however*, any such officer or officers authorized by the Board of Directors to fix compensation may not be authorized to fix his or her own compensation. The Directors may require officers, agents or employees to give security for the faithful performance of their duties.

ARTICLE VI: Inspection of Records

Books, accounts, documents and records of the Corporation shall be open to inspection by any Director for any proper purpose during the usual hours of business. The original, or attested copies, of the Articles of Organization, these Bylaws and records of all meetings and actions of the Members, the Board of Directors and its committees, and records which shall contain the names of all Directors and their record addresses, shall be kept in the Commonwealth of Massachusetts

at the principal office of the Corporation, or at an office of the Clerk, attorney of record or the resident agent, if any, of the Corporation.

ARTICLE VII: Execution of Instruments; Evidence of Authority

Section 1. Checks, Notes, Drafts and Other Instruments. Unless the Board of Directors shall otherwise generally or in any specific instance authorize: (i) all checks, notes, drafts, and other instruments for the payment of money drawn or endorsed in the name of the Corporation shall be signed by the President or the Treasurer of the Corporation or such other officers and/or agents as shall be authorized to do so from time to time by the Board of Directors; and (ii) contracts, leases, transfers, conveyances, deeds, notes, bonds and all other written instruments shall be signed in the name and on behalf of the Corporation by the President or the Treasurer of the Corporation or such other officers and/or agents as shall be authorized to do so from time to time by the Board of Directors, and such person or persons so signing such instrument may also seal, acknowledge, and deliver the same. Any instrument purporting to affect an interest in real estate, executed in the name of the Corporation, shall be executed by any two (2) officers of the Corporation, at least one of whom shall be the President or the Treasurer of the Corporation and shall be binding on the Corporation in favor of a purchaser or other person relying in good faith on such instrument, notwithstanding any inconsistent provisions of the Articles of Organization, Bylaws, resolutions or votes of the Corporation.

Section 2. Evidence of Authority. A certificate executed by the Clerk, an assistant clerk or a temporary clerk as to any action taken by the Board of Directors, or any officer or representative of the Corporation shall, as to all persons who rely thereon in good faith, be conclusive evidence of such action.

ARTICLE VIII: Conflict of Interest; Transactions with Interested Parties

Section 1. Conflict of Interest Policy. All Directors, officers and other persons in a position of significant authority designated by the Board of Directors or the President of the Corporation shall adhere to such policies on conflicts of interest as may be adopted from time to time by the Directors and the Members.

Section 2. Transactions with Interested Parties. Nothing shall prevent the Corporation from entering into any contract or transaction between the Corporation and one or more of its Member(s), Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of the Corporation's Member(s), Directors or officers are directors or officers, or have a financial interest. In addition, no contract or transaction between the Corporation and one or more of its Member(s), Directors or officers, or between the Corporation and any other corporation, limited liability company, partnership, association, or other organization in which one or more of the Corporation's Member(s), 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 Members, 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 Members, 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 vote of the Members; or
- (c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the Members.

ARTICLE IX: Personal Liability; Indemnification

Section 1. Personal Liability. The Members, Directors and officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Corporation.

Section 2. Indemnification. The Corporation shall, to the fullest extent legally permissible, indemnify each Indemnified Person (as defined below) against all liabilities and losses, including amounts paid in satisfaction of judgments, in compromise or as fines, penalties, excise taxes, court costs, witness fees, and Costs and Expenses (as defined below) incurred by, or imposed upon, the Indemnified Person in connection with or arising out of the defense or disposition of any Proceeding (as defined below) in which the Indemnified Person is or may become involved or with which the Indemnified Person may be threatened, while in office or thereafter, as a party, witness or otherwise, by reason of his or her being or having been an Indemnified Person.

Notwithstanding the foregoing, as to any matter disposed of by a compromise payment by an Indemnified Person, pursuant to a consent decree or otherwise, no indemnification for said payment shall be provided unless such compromise and indemnification therefor 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 of Directors consisting of all the disinterested Directors then in office;
- (c) By the Members if they are disinterested;

- (d) 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 Independent Legal Counsel (as defined below) 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 Indemnified Person appears to have acted in good faith and in the reasonable belief that the Indemnified Person's actions were in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to a Related Entity, in the best interests of the Related Entity (and, if the Related Entity is an employee benefit plan, in the best interests of the participants or beneficiaries of such plan)); and with such care as an ordinarily prudent person in a like position with respect to a similar corporation organized under Chapter 180 would use under similar circumstances; or
- (e) By a court of competent jurisdiction.

Costs and Expenses incurred by an Indemnified Person in connection with the defense or disposition of any Proceeding shall be paid promptly by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by such Indemnified Person to repay the amounts so paid by the Corporation if it is ultimately determined that indemnification for such Costs and Expenses is not authorized by law or under this Article. Such undertaking shall be accepted without reference to the financial ability of such Indemnified Person to make repayment.

If both the Corporation and the Indemnified Person are parties to a Proceeding (other than a claim, action or suit by or in the right of the Corporation to procure a judgment in its favor), counsel representing the Corporation therein also may represent such Indemnified Person (unless such dual representation would involve such counsel in an actual or potential conflict of interest in violation of applicable principles of professional ethics), and the Corporation shall pay all Costs and Expenses of such counsel incurred during the period of dual representation.

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

Section 3. Definitions. As used in this Article, the terms:

- (a) “*Costs and Expenses*” means all reasonable costs and expenses incurred by an Indemnified Person in investigating, defending or appealing any Proceeding, including attorneys’, accountants’, experts’ and other professional fees and disbursements; reasonable compensation for time spent by the Indemnified Person on behalf of the Corporation during which he or she is not otherwise compensated by the Corporation or a third party; any premium, security for, and other costs relating to any costs or other appeal bond or its equivalent, whether such Proceeding is of a civil, criminal, arbitrational, administrative or investigative nature, whether

formal or informal, including an action by or in the name of the Corporation. Costs and Expenses shall include all reasonable costs and expenses incurred by an Indemnified Person, including attorneys', accountants', experts' and other professional fees and disbursements, in connection with successfully establishing his or her right to indemnification, in whole or in part, hereunder.

- (b) “*Indemnified Person*” means each person who:
- (i) Shall be, or at any time shall have been, a Member, a Director or officer of the Corporation, or
 - (ii) At the request of the Corporation, shall serve, or at any time shall have served, as an incorporator, director, trustee, officer, employee, agent, member, manager or in any other capacity with respect to any Related Entity, or
 - (iii) The Board of Directors by vote shall designate, who shall be, or at any time shall have been, an employee or agent of the Corporation or who shall serve, or at any time shall have served, at the request of the Corporation, in any capacity with respect to any Related Entity.
- (c) “*Proceeding*” means any threatened, pending or completed claim, action, suit or proceeding or any alternative dispute resolution mechanism (including an action by or in the right of the Corporation or an affiliate of the Corporation) or any formal or informal inquiry, hearing or investigation, whether conducted by the Corporation or an affiliate of the Corporation or any other party, and any other action that an Indemnified Person in good faith believes might lead to the institution of any such action, suit or proceeding, whether civil, criminal, arbitrational, administrative, investigative or other, including any appeal relating to any of the foregoing.
- (d) “*Related Entity*” means any corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise in which the Corporation is in any way interested in, or as to which an Indemnified Person is serving or shall have served at the Corporation’s request or on its behalf, as a director, officer, partner, employee, agent, fiduciary, member, manager or representative including, but not limited to, any employee benefit plan or any corporation of which the Corporation or any Related Entity is, directly or indirectly, a stockholder, member, limited or general partner, beneficiary or creditor.
- (e) “*Independent Legal Counsel*” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the previous five (5) years has been retained to represent: (A) the Corporation or the Indemnified Person in any other matter material to either

party, or (B) any other party to the threatened, pending or completed proceeding or action giving rise to the claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Legal Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or the Indemnified Person in a proceeding or action to determine the Corporation’s obligations or such Indemnified Person’s rights hereunder.

- (f) “Person,” “director,” “officer,” “employee,” “agent” and “Indemnified Person” shall include their respective heirs, executors and administrators, and an “interested” director, officer, employee or agent is one against whom in such capacity the Proceedings in question or other Proceedings on the same or similar grounds is then pending.

Section 4. Enforceability. It is the intention of the Corporation that the obligations of the Corporation, and the rights and benefits of Indemnified Persons shall vest upon the date of adoption of these Bylaws. It is the further intention of the Corporation to provide for indemnification in all cases under all circumstances where to do so would not violate applicable law (and notwithstanding any limitations permitted, but not required by statute or common law) and the terms and provisions of this Article shall be interpreted and construed consistent with that intention. Nonetheless, 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. Any amendment, alteration or repeal of this Article or Chapter 180 that adversely affects any right of an Indemnified Person (or his or her respective heirs, executors and administrators), shall be prospective only and shall not limit or eliminate any such right with respect to any Proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to any such amendment, alteration or repeal.

Section 5. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any Indemnified Person against any liability asserted against or incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him or her against such liability.

ARTICLE X: Advisory Boards or Committees

The Board of Directors may determine to establish one or more advisory boards or committees to further the goals of the Corporation. Advisory boards or committees may be constituted of persons who are not Directors, but have an interest and willingness to advance the purposes of the Corporation. Any advisory board or committee may be discontinued by the Board of Directors at any time. An advisory board or committee shall be required to make at least annual reports to the Board of Directors.

ARTICLE XI: Nondiscrimination Policy

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Persons of all races, religions, genders, sexual orientations and national origins shall be entitled to all the rights and privileges generally made available by the Corporation through the activities and programs that it conducts, and the Corporation shall not discriminate on the basis of race, religion, gender, sexual orientation, national origin or disability.

ARTICLE XII: Amendments

These Bylaws may be altered, amended or repealed, in whole or in part, solely by the Members.

ARTICLE XIII: Policies

The Members may adopt policies that shall be incorporated into these Bylaws. 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

Appendix 1

MEDERI, INC. CONFLICT OF INTEREST POLICIES AND PROCEDURES

I. PURPOSE

MEDERI, INC. (the “*Corporation*”) must be aware of and diligently address and manage all conflicts of interest and appearances of any conflicts of interest in order to protect the best interest of the Corporation when it is contemplating entering a transaction that might benefit the private interest of directors, members, officers or the executive management team. The Board of Directors shall follow the procedures set forth herein to address and evaluate conflicts of interest to determine whether it is in the best interest of the Corporation to enter into the proposed transaction and, if so, to ensure that the terms of the transaction are fair and reasonable.

II. DEFINITIONS

An *Insider* is a member, director or officer of the Corporation or a person on the executive management team.

An *Interest* means any material financial interest, direct or indirect, including, but not limited to, a sale, loan or exchange with the Corporation whereby the Insider would derive a material financial benefit, but shall not include compensation in the form of salary, such compensation being governed by the Compensation Setting Policy.

A *Managerial Position* is a member, director, officer, executive, trustee, or other managerial role in an entity other than the Corporation or a person who has significant influence over the management or operating policies of an entity other than the Corporation.

Transaction means any transaction, agreement, or arrangement with the Corporation.

A *Conflict of Interest* is present when an Insider, or an immediate family member of an Insider, has an Interest in a Transaction or is in a Managerial Position with an entity involved in a Transaction.

Disinterested Directors are the members of the Board of Directors of the Corporation that do not have a Conflict of Interest.

III. PROCEDURES

1. Duty to Disclose

Promptly upon learning of the proposed Transaction, each Insider that has a Conflict of Interest shall promptly disclose to the Board of Directors the existence of the Conflict of Interest and all material facts regarding their Interest in the Transaction, including relevant Managerial Positions. Such disclosure shall be made prior to the Board of Directors taking

any action on the Transaction or substantially discussing the Transaction. In the event that the Insider is unsure as to whether a Conflict of Interest exists, the Insider shall disclose the circumstances to the Disinterested Directors, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

2. No Participation

An Insider who has a Conflict of Interest shall not take part in any negotiations regarding the Transaction and shall not participate in or be permitted to attend the Board's or any committee's discussion of the matter except to disclose material facts and to respond to any questions regarding the Insider's Conflict of Interest. The Insider with the Conflict of Interest shall not exert his or her personal influence or lobby the Board of Directors with respect to the matter, either at or outside the meeting, and shall not vote on the Transaction. An Insider who is a member of the Board of Directors may be counted in determining the presence of a quorum at such meeting, however, the interested Directors may not be present during any discussion or vote on the Transaction.

3. Due Diligence

The Disinterested Directors shall hold a meeting to determine if the Transaction is fair, reasonable and in the best interest of the Corporation by conducting due diligence on the Transaction. Such due diligence may include any or all of the following:

- Reviewing all relevant documents relating to the Transaction;
- Discussing the purpose, benefits, advantages and disadvantages of the Transaction;
- Reviewing similar agreements and transactions to compare the relevant terms to the Transaction;
- Discussing and considering alternatives to the Transaction;
- Obtaining opinions or guidance from relevant industry third-party professionals regarding the fairness of the Transaction and the industry standards and terms for similar transactions;
- Consulting with the Corporation's legal counsel to discuss the terms and legal implications of the Transaction;
- Obtaining an independent legal opinion that the Transaction is fair, in the best interest of the Corporation and in compliance with applicable laws and regulations; and
- Proposing modification to the terms of the Transaction if the Disinterested Directors concluded that the proposed terms of the Transaction are not fair,

reasonable and in the best interest of the Corporation, as presented.

4. Approval

After exercising its due diligence, the Disinterested Directors, shall determine whether the Transaction is fair, reasonable and in the best interest of the Corporation. The Transaction can be approved by a majority vote of the Disinterested Directors present at a meeting for which a quorum is present. The Transaction must be approved by more than one Disinterested Director.

5. Record of Proceedings

The minutes of any meeting of the Board of Directors held pursuant to this policy shall contain:

- the names of all persons present at the meeting;
- details of the Transaction;
- the name of each Insider who disclosed or was otherwise determined to have a Conflict of Interest;
- the nature of the Conflict of Interest;
- the names of the Directors who participated in the discussion regarding the Transaction and the names of the Directors who were excluded from discussions of the Transaction;
- the information considered and discussed by the Board in exercising its due diligence regarding the Transaction;
- the Directors who voted on the Transaction, and the Directors who were excluded from voting;
- the result of the vote;
- if the Board rejected the Transaction, the reasons for the rejection and any proposed modifications to the Transaction;
- if the Board approved the Transaction, the reasons why the Board determined that the Transaction is fair and in the best interest of the Corporation; and
- copies of the Transaction agreements and all related documents thereto.

IV. VIOLATIONS

If the Board of Directors has reasonable cause to believe that an Insider has failed to disclose a Conflict of Interest, it shall inform such Insider of the basis for this belief and afford the Insider an opportunity to explain the alleged failure to disclose. If, after hearing the Insider's response and making further investigation as warranted by the circumstances, the Board of

Directors determines that the Insider has failed to disclose a Conflict of Interest, the Board of Directors shall take appropriate disciplinary and corrective action.

V. REVIEW

To ensure that the Corporation operates in a manner consistent with its mission, the Board of Directors shall periodically review this policy. The review shall consider the level of compliance with the policy, the continuing suitability of the policy, and whether the policy should be modified and improved. A copy of this policy shall be distributed to each Insider for their review and compliance hereto.

* * * *

Appendix 2

MEDERI INC. WHISTLEBLOWER POLICY

I. EXPECTATION

MEDERI INC. (the “*Corporation*”) 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 president of the board of directors or any other 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 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 Corporation nor its directors, officers, or employees 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. A 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 Corporation. It is not intended to and does not create any legally enforceable rights whatsoever for any employee.

Appendix 3

MEDERI INC. DOCUMENT RETENTION AND DESTRUCTION POLICY

I. RETENTION POLICY

MEDERI, INC. (the “*Corporation*”) 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 Corporation may be required to keep in the future, and may include records that the Corporation is not required to keep.

From time to time, the Corporation 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>Bylaws and Articles of Organization</i>	Permanent
	<i>Board resolutions</i>	Permanent
	<i>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 Corporation’s records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Corporation 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 Corporation’s will periodically review these procedures with legal counsel or Corporation’s certified public accountant to ensure that they are in compliance with new or revised regulations.

Appendix 4

MEDERI INC. COMPENSATION SETTING POLICY

I. INTRODUCTION

This policy codifies the procedures by which the board of directors of MEDERI, INC. (the “*Corporation*”) 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:

- 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 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 (a) will not economically benefit from the compensation arrangement, (b) are not family members of a person who will economically benefit, (c) have no material financial interest affected by the compensation arrangement, and (d) 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 (a) the terms of the approved compensation

arrangement and the date approved, (b) 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, (c) the comparability data relied upon and how such data was obtained, and (d) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.

MEDERI INC.
COMPREHENSIVE INFORMATION SECURITY POLICY

I. OBJECTIVE

It is the objective of MEDERI, INC. (the “*Corporation*”) 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: (a) Social Security number; (b) driver’s license number or state-issued identification card number; or (c) 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 Corporation generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public, and all such information is subject to this CISP.

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 Members shall appoint a 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 Corporation’s third party service providers to implement and maintain appropriate security measures for the personal information to which the Corporation 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 Corporation's business practices that may implicate the security or integrity of records containing personal information; and
- Conducting an annual training session for all 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 Corporation'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 Corporation 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 Corporation 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 Corporation 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 Corporation 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, qualifying patients, and personal caregivers 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 CORPORATION

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, 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 Corporation 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 Corporation 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

MEDERI INC. ANTITRUST POLICY

It is the policy of MEDERI, INC. the (“*Corporation*”) 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 Corporation 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 Corporation’s activities generally do not present antitrust issues, to ensure against inadvertent violations of federal and state antitrust laws, directors, except to insure that prices are reasonable and affordable for the Corporation’s patients, and to prevent diversion for non-medical purposes, 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, directors, officers, and employees shall not engage in any actions in the context of the Corporation’s activities which appear to be anti-competitive in purpose or inconsistent with this policy.

Any questions regarding antitrust issues and the Corporation’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.

I, Christopher Pantano, President of the Board Directors, attest that these Bylaws with the incorporated Appendices were adopted by Mederi, Inc. on _____, 2018, by a duly authorized vote of the Member.

Christopher Pantano
President of the Board of Directors
Mederi, Inc.



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MEDERI INC
44 BOYNTON RD
HOLLISTON MA 01746-1459

Why did I receive this notice?

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

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

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

What if I have questions?

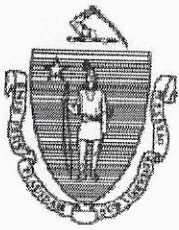
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Charles D. Baker
GOVERNOR
Karyn E. Polito
LT. GOVERNOR

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE



367959205

Rosalin Acosta
SECRETARY
Richard A. Jeffers
DIRECTOR

Mederi Inc
44 Boynton Rd
Holliston, MA 01746-1459

EAN: 22111872
August 31, 2021

Certificate Id:51105

The Department of Unemployment Assistance certifies that as of 8/31/2021 ,Mederi Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

Mederi, Inc.

Business Plan

April 16, 2019

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Mederi is Latin for to heal or to cure. Mederi, Inc.'s (“**Mederi**”) mission is to provide alternative medical solutions for patients seeking opioid-free pain management. We have an unwavering commitment to be the market leader in patient care, education, research and social responsibility.

Mederi is proposing a Marijuana Establishment (“**ME**”) committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

Mederi is locally owned and operated by residents who grew up in the region and have roots in the community. We are overseen by a diverse Executive Management Team, with experience in retail management and operations, inventory management, accounting, corporate security, and health and safety compliance.

1.2 Product

In addition to traditional sativa, indica, and hybrid cannabis flower, Mederi will offer a wide range of products and services that will allow Mederi to serve customers with a wide variety of needs. Products Mederi intends to offer include, but will not be limited to:

1. Flower
2. Concentrates
3. Topical Salves
4. Creams/Lotions
5. Patches
6. Oral Mucosal/Sublingual Dissolving Tablets
7. Tinctures
8. Sprays
9. Inhalation Ready to Use CO2 Extracted Hash Oils
10. Pre-Dosed Oil Vaporizers
11. Ingestion Capsules
12. Food/Beverages

1.3 Customers

Mederi's target customers include adults 21 years of age and older.

1.4 What Drives Us

Mederi's goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Mederi's operations within their communities;
3. Hiring employees and contractors from within the communities served;

4. Hiring employees and contractors from areas of disproportionate impact and communities that have been particularly harmed by the war on drugs;
5. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within Mederi and the cannabis industry as a whole;
6. Having a diverse and socially representative pool of employees;
7. Empower the next generation of entrepreneurs and leaders through hiring, training, and teaching;
8. Running an environmentally friendly ME in the Commonwealth of Massachusetts through the use of efficient cultivation methods; and
9. Creating branded marijuana products that are safe, effective, consistent, and high quality.

2. COMPANY DESCRIPTION

2.1 Structure

Mederi is a Massachusetts domestic nonprofit corporation interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a ME in the Commonwealth.

Mederi will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: An Application of Intent packet, a Background Check packet and a Management and Operations Profile packet.

2.2 Operations

Mederi has leased a Marijuana Cultivation and Manufacturing facility located at 44 Boynton Road in Holliston, MA.

The facility encompasses a total of approximately 15,580 square feet dedicated exclusively to cultivation and manufacturing efforts.

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

Mederi will tag and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Mederi will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

Mederi will obtain and maintain general liability insurance coverage 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, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

Mederi will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Prior to commencing operations, Mederi will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Mederi.

Mederi and Mederi agents will comply with all local rules, regulations, ordinances, and bylaws.

Mederi has been awarded a Host Community Agreement from the Town of Holliston and anticipates being on the Planning Board Agenda for May 16 to receive a Special Permit and Site Plan Review

2.3 Security

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

Mederi's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Holliston Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the facility and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Mederi's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Mederi will maintain a current list of individuals with access.

On-site consumption of marijuana by Mederi's employees and visitors will be prohibited.

Mederi will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

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

- Jobs:
 - A Marijuana Retailer facility will add 20-30 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- Monetary Benefits:
 - A Host Community Agreement with significant monetary donations will provide the Town with additional financial benefits beyond local property taxes.
- Access to Quality Product:
 - Mederi will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- Control:
 - In addition to the Commission, the Holliston Police Department and other municipal departments will have oversight over Mederi’s security systems and processes.
- Responsibility:
 - Mederi is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the Commission.
- Economic Development:
 - Mederi’s location in the industrial district will have minimal impact on the existing park and will positively contribute to the overall economic development of the local community.

2.5 Zoning

The address for the ME is 44 Boynton Road, Holliston, MA. and complies with all Holliston zoning requirements.

In accordance with Holliston’s Zoning Bylaws, the proposed property is located in Holliston’s Industrial Zoning District.

In accordance with the Commission’s regulations and the Holliston Zoning Bylaws, the property is not located within five hundred (500) feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, or within five hundred (500) feet of houses of worship and funeral homes, or within one thousand (1,000) feet from institutions of higher education, colleges or universities.

3. MARKET RESEARCH

3.1 Industry

Mederi's proposed location is located in Holliston, MA but would be selling wholesale to dispensaries across the Commonwealth.

3.2 Customers

In Massachusetts, sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.3 Competitors

Mederi's current competitors include Mayflower Medicinals and Mass Botanicals, both cultivation facilities located in Holliston, MA.

3.4 Competitive Advantage

In every business, there is competition. However, the adult-use cannabis industry is known to be highly competitive. Mederi possesses several strengths which will separate Mederi from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and to some extent, the branding of the business. Mederi will provide over 57 unique strains allowing customers to have a wide variety to best suit their needs. Mederi will also provide THC-a isolate as well as a number of unique concentrates.

Mederi's competitive advantages over their competition include a diverse executive management team with experience in retail management and operations, inventory management, accounting, corporate security, and health and safety compliance. Much of the Mederi team is from Massachusetts which provides them with insight and connections to the culture and community.

3.5 Regulations

Mederi is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Mederi will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity. Mederi will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Mederi will apply for all state and local permits and approvals required to renovate and operate the facility.

Mederi will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Mederi's Holliston facility will be a cultivation -manufacturing operation only - no retail component will exist at the site. Mederi looks forward to working closely with local municipal departments and the community.

4. PRODUCT / SERVICE

4.1 Product & Service

Mederi will produce flower as well as other MIPs that will be sold wholesale to other licensed Massachusetts MEs to be distributed to customers until Mederi obtains an adult-use retail license.. Our core product as a will be marijuana, which will come in a variety of strains and product types. We will also engage in the sale of edible and concentrate products.

Mederi will also offer a personalized approach for products and educational material on all current literature and studies.

4.2 Pricing Structure

Mederi's pricing structure will vary based on market conditions. Mederi plans to produce products of superior quality and will price its products accordingly.

4.3 Intellectual Property Rights

Mederi currently does not hold any intellectual property rights for products or services but plans to trademark the logo and other related intellectual property including grow mediums and systems.

4.4 Research & Development

Mederi plans to continually analyze, research and improve the quality of its product. Mederi seeks to engage with its customers on a very personal level and wants to ensure each client is fully educated about the products they may choose to purchase. By thoroughly investing in a robust R&D program, Mederi will better be able to continue providing the highest quality of product available to potential consumers.

As well as a state of the art extraction facility, Mederi will invest significant resources in their own strain breeding program. Mederi's growing methods allow the newly developed strains to fully maximize and replicate their cannabinoid profile. This is crucial for strain development as the Mederi team is committed to provide the commonwealth with truly organic and replicable products.

5. MARKETING & SALES

5.1 Growth Strategy

Mederi's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs rooted in education;
3. A compelling loyalty program;
4. A caring and thoughtful staff made of consummate professionals; and
5. Maintaining a robust and diverse portfolio of superior products, which rotate frequently
6. Monthly charity events such as canned food drives, clothing donations, Toys-for-Tots
7. Incorporating CRM technology to uniquely hone in on trends and build relationships
8. Building a diverse strain menu and breeding program
9. Innovating cultivation techniques that will be piloted in the R&D department and rolled out if proven successful

Mederi plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

5.2 Communication

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

All marketing, advertising, and branding produced by or on behalf of Mederi will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a^{1/2})(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Mederi will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discover networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat;
5. Opt-in direct communications

Mederi will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store, when a ME retail license is obtained.

5.3 Sales

Mederi will sell its product and service by engaging other licensed MEs to establish wholesale accounts.

Mederi will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Mederi will market its products and services to reach a wide range of qualified consumers including other licensed retail dispensaries in the Commonwealth

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

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Mederi will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Logo

Mederi has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:



6. FINANCIAL PROJECTIONS

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS 2020	SECOND FULL FISCAL YEAR PROJECTIONS 2021	THIRD FULL FISCAL YEAR PROJECTIONS 2022
Projected Revenue	\$ 5,197,500	\$14,717,410	\$12,264,508
Projected Expenses	\$ 2,850,469	\$4,144,537	\$3,760,101
VARIANCE:	\$2,347,031	\$10,572,873	\$8,504,407
Number of customer visits for the year	26,832	28,173	29,583
Projected % of customer growth rate annually	---	5%	5%
Estimated purchased ounces per visit	1	1	1
Estimated cost per ounce	\$ 350	\$ 325	\$ 300
Total FTEs in staffing	15	20	30
Total marijuana inventory for the year (in lbs.)	1,800	1,923	1,963
Total marijuana sold for the year (in lbs.)	1,677	1,760	
Total marijuana left for roll over (in lbs.)	123	163	115

7. TEAM

7.1 General

Mederi has put together a team to implement the operations of the ME. Mederi intends to create 20-30 full-time staff positions within the first three years of operations in Holliston.

Mederi has assembled an experienced team of professionals with a diverse set of talents to operate a Cultivation-Manufacturing Marijuana Establishment. The team's combined experience includes retail management and operations, inventory management, accounting, corporate security, and health and safety compliance. No individual on the Mederi team is a controlling person with over more than three licenses in a particular class of license.

7.2 Founders

Christopher Pantano

Christopher is an entrepreneur with over 8 years of experience in both restructuring and running businesses. He has managed and operated many automotive businesses as well as partnering on a humanitarian project that specialized in water conservation.

While working in the automotive industry, Chris was able to restructure both the production and sales divisions of these businesses, which resulted in substantial gains in both profit and efficiency while lowering overall environmental impact.

Chris has also competed in a competition that would recycle waste water in both commercial and residential zones. The project that he was part of made it into the top 5 out of thousands of submissions for the contest. Although first place was not achieved, a full working prototype was built and the message of lowering our environmental impact was received by many.

Chris then decided to leave the automotive industry to focus on his passion of helping others. He purchased property in Maine and structured a small medical marijuana caregiving company. He structured a unique design incorporating HEPA filtration in his clean room, similar to the top surgical rooms in the nation. He utilized fully organic and locally sourced items for nutrients as well as LED lights. This allowed Chris's patients the ability to receive truly organic medicine with the lowest environmental impacts. All waste materials were re-purposed for a small greenhouse where he grew organic fruits and vegetables that were donated to neighboring families.

Meredith George

Meredith is a native of Salem, MA, and has approximately 5 years of experience working in education, health care and for various non-profit organizations in the Salem area. She graduated with honors, from Salem State University in 2012 with a B.S. in Education and a B.A. in History. While at Salem State, Meredith interned at the Salem Maritime National Historic Site, the Peabody Essex Museum and the Essex National Heritage Area.

After graduating from Salem State, Meredith worked for a corporate dialysis company as an

admissions coordinator. Her responsibilities included verifying insurance coverage and benefits, confirming employment status and communicating with patients. Meredith also served as a travel liaison and appointment coordinator for patients in need of life-sustaining treatments, as well as administered grants on behalf of the American Kidney Foundation.

Meredith then completed a Masters of Science in Museum and Field Studies from the University of Colorado-Boulder. She wrote her graduate thesis on the outcomes of capital campaigns and accountability to donors in the non-profit sector, and her research led to her current position as the Project Coordinator at the Essex National Heritage Commission (Essex Heritage), a non-profit organization based in Salem that coordinates programs across Essex County.

At Essex Heritage, Meredith was involved with a variety of educational and professional development programs in the Salem area, including the Bakers Island Light Station program, the Teen Center program at LEAP for Education, and the professional development program for teachers called Park for Every Classroom.

7.3 Head of Security & Head of Cultivation

Head of Cultivation: The Head of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Head of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Be responsible for supervision and training of agents;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with the Greenhouse Technician to promote successful operations in the Cultivation Facility;
- Program and monitor the Environmental Control System (DDC);
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation; and
- Provide pesticide recommendations and ensure Integrated Pest Management (IPM) Program is sufficient.

Head of Security: Under the supervision of the Chief Executive Officer, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures

for Mederi, implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

- Provide general training to Mederi agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Mederi facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the Mederi facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, Head of Security, Head of Cultivation, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Mederi agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted the appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the Holliston Police and Fire Department.

8. FINAL REMARKS

Mederi has the experience and know-how to safely and efficiently produce high quality, consistent, laboratory-tested medical grade cannabis and derivatives. By expanding operations to include adult-use products, Mederi hopes to bring its high quality standards to adult-use consumers to provide them with a safe and clean community environment. To accomplish this Mederi will leverage existing protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. Mederi's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025. Mederi is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, Mederi looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits this market will yield.



Plan for Obtaining Liability Insurance

Mederi, Inc. (“Mederi”) plans to contract with Corcoran & Havlin Insurance Group to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Mederi will consider additional coverage based on availability and cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Mederi will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within ten (10) business days. Mederi will maintain reports documenting compliance with 935 CMR 501.105(10).



44 Boynton Road
Holliston, MA 01746
Phone 1-508-429-2019
www.mederiinc.com

Application #MPN281806
Mederi, Inc.-MC282059

Mederi, Inc. has an open application and will be applying for a
Medical Marijuana Treatment Center license.

Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b) and 935 CMR 500 101 (1) and (2), all visitors as defined in 935 CMR 500.002, must be 21 years of age or older. The facility operated by Mederi, Inc. (“Mederi”) will only be accessible by consumers 21 years of age or older with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered qualifying patient with the Medical Use of Marijuana Program. entry into the premises of the marijuana establishment by an individual, a Mederi agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Mederi discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Mederi will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Mederi will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Mederi will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Mederi will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, “**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.**” Pursuant to 935 CMR 500.105(6)(b), packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Mederi’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Qualifications and Training

Mederi will ensure that all employees hired to work at a Mederi facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Mederi's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of Mederi's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Mederi's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Mederi's owners, managers, and employees will then successfully complete the program once every year thereafter. Mederi will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Mederi's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Mederi's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

Recordkeeping Procedures

General Overview

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

Recordkeeping

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

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings

- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Mederi, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Mederi and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Mederi will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

- Seed-to-Sale Tracking Records
 - Mederi will use Metrc to maintain real-time inventory. Metrc inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Mederi will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Mederi for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Mederi will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Mederi agents present during the disposal or handling, with their signatures. Mederi will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

- Transportation Records
 - Mederi will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Mederi closes, all records will be kept for at least two (2) years at Mederi's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Mederi will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Mederi's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Mederi's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;

- Engaged in unsafe practices with regard to Mederi operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Mederi, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Mederi’s website.
- Policies and procedures for the handling of cash on Mederi premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L.

c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

Plan for Separating Recreational from Medical Operations

Mederi, Inc. (“Mederi”) intends to pursue licensure for an adult-use marijuana establishment, and medical license, it has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and Point of Sale (POS) software system approved by the Commission, Mederi will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(10), Mederi will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of Mederi’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another Mederi location and transferable to Mederi’s retailer location within 48 hours. Mederi may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

In addition to virtual separation, Mederi will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue.

Mederi will have a separate area within the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.

Quality Control and Testing

Quality Control

Mederi, Inc. (“Mederi”) will comply with the following sanitary requirements:

1. Any Mederi agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Mederi agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Mederi’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Mederi’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Mederi’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Mederi will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Mederi’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Mederi’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Mederi’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Mederi will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with

labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

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

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

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

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

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

Testing

Mederi will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Mederi's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Mederi's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

Mederi's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Mederi will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Mederi's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Mederi for disposal or by the Independent Testing Laboratory disposing of it directly.

Personnel Policies Including Background Checks

Overview

Mederi, Inc. (“Mederi”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Mederi will keep, at a minimum, the following personnel records:

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

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Mederi, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Mederi agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Mederi facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Mederi facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Mederi agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Mederi's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Mederi facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Mederi agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Mederi facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Mederi agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the Metrc system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Mederi's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Mederi will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Mederi, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Mederi agents;

- Review and revise Mederi personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Mederi agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Mederi facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Mederi facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Mederi;
- Properly setting up product displays pursuant to Mederi policies and procedures;
- Executing and enforcing compliance with Commission regulations and Mederi policies and procedures;
- Understanding sales transactions using Metrc;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Mederi and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the

date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

Staffing Plan and Business Hours

Hiring and Recruitment

Mederi's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Mederi's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Mederi's Diversity Plan and Community Initiatives;
- Mederi's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

Mederi is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Mederi's mission to provide a professional workplace free from harassment and discrimination for employees. Mederi will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Mederi's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Mederi employees or customers is also condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Mederi facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

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

Workplace Attire

The required attire for registered agents at Mederi varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Retailer

Mederi will abide by the guidelines and agreements made during the Host Community Agreement negotiations. The ideal operating hours are listed below, but subject to change based on conversations with the City of Salem. As described in local zoning ordinances, Mederi would also be willing to be have operating hours similar to package stores in the city or other marijuana establishments.

Monday: 9:00 AM - 8:00PM
 Tuesday: 9:00 AM - 8:00PM
 Wednesday: 9:00 AM - 8:00PM
 Thursday: 9:00 AM - 8:00PM
 Friday: 9:00 AM - 8:00PM

Saturday: 9:00 AM - 8:00PM
Sunday: 9:00 AM - 8:00PM

Overview of Personnel Policies and Procedures

Standard Employment Practices

Mederi values the contributions of its management and staff positions. Mederi will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

Mederi's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.00 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

Mederi will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

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

Job Status

Job Classifications

Positions at Mederi are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

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

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

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

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Mederi leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Mederi will determine which holidays will be observed and which departments will not be required to work. Mederi will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Mederi anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

Mederi's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Mederi's progressive discipline policies and procedures have been designed consistent with Mederi's organizational values, best practices, and state and federal employment laws.

Mederi reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Mederi as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Mederi recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

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

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Mederi will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Mederi reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Mederi and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

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

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Mederi, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with Mederi. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Mederi to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of Mederi are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Mederi to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from Mederi is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources

Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, Mederi believes that it is in the best interest of both the organization and Mederi's employees to fairly compensate its workforce for the value of the work provided. It is Mederi's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

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

Responsibilities

The executive management team will give final approval for the compensation system that will be used by Mederi.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.

2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

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

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Mederi will undergo a detailed background investigation prior to being granted access to a Mederi facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Mederi pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Mederi will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Mederi will:

- a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Mederi will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, Mederi will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Mederi along with any legal notices required.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening

Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.

- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Mederi or the Commission.

Maintaining of Financial Records

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and

- If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Safety Plan

Mederi, Inc. (“Mederi”) has developed a Safety Plan that fully addresses the safety of our customers, our surrounding community and our employees. Our standard operating procedures (SOPs) have been drafted to ensure compliance with the requirements of the Cannabis Control Commission’s and regulatory agency regulations. These SOPs specifically address quality control measures and laboratory testing among other topics.

Mederi is committed to only producing the safest of products. A robust testing plan will ensure the Mederi’s products are produced in accordance with good manufacturing practices and held to rigorous testing standards. Product testing will include analysis for potency, terpenes, heavy metal, solvents, pesticides, microbial contamination and shelf life. Tests will be performed onsite by an independent testing facility prior to releasing for distribution.

Mederi’s operating plan relies on an approach that utilizes to the fullest extent, the expertise of our team, detailed SOPs and an audit and compliance program to ensure customer safety, product safety and compliance.

Safety Controls

Mederi will utilize natural extraction methods in producing its products. Specifically, Mederi will use cold press extraction and water distillation techniques. Neither of these techniques uses any flammable materials or any form of chemical solvent. These methods utilize mechanical pressure and condensation to create marijuana products from marijuana. As such, no special safety plan for handling chemical solvents or flammable materials shall be required.

Quality Control

Mederi will comply with the following sanitary requirements:

1. Any Mederi agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Mederi agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

3. Mederi's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Mederi's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Mederi's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Mederi will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Mederi's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Mederi's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Mederi's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Mederi will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Mederi will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Mederi's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. Mederi will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Mederi will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Mederi will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

See Production Methods SOP.

Standard operating procedures

Mederi LLC will implement quality systems controlled by our SOPs and based on standards to control processes that are critical to product safety. Our Chief Compliance Officer will ensure our protocols comply with regulatory agency regulations. The position of Chief Compliance Officer (CCO) is an autonomous position reporting directly to the CEO and Board of Directors. Every SOP implemented in the cannabis establishment will incorporate employee, community, customer and product safety considerations and will require strict quality control and assurance practices in all of our daily activities.

Mederi LLC's extensive quality control protocols address a myriad of product safety requirements including, but not limited to, employee training requirements, proper equipment usage and maintenance protocols, sanitation standards, component and product handling and storage, quality control testing, child-resistant packaging, product inserts, label disclosures and product traceability requirements.

The Chief Compliance Officer is responsible for updating our SOPs to maintain compliance with all published rules and forthcoming guidance from the regulatory agency on product safety, while our General Manager will maintain the procedures and stay current with best practice and industry innovations.

SOPs will be updated as often as necessary to maintain compliance with all laws and regulations that govern Mederi LLC's operations. Mederi LLC's Senior Legal Counsel and CCO, under the CEO's oversight, are responsible for incorporating into the SOPs any additions or amendments to the regulations, as well as any guidance or directives published by the regulatory agency. Manager level employees will be responsible for drafting, updating and maintaining the SOPs in their area of supervision.

All employees will be required to have proper training on the SOPs applicable to their duties. Each employee will be required to demonstrate their comprehension of the detailed procedures required prior to performing any task. Additionally, all third-party contractors will be required, by contract, to perform their duties in compliance with Mederi LLC policies and regulatory agency regulations.

Any employee or contractor who acts in a non-compliant or negligent manner will be reprimanded or terminated depending on the severity of their offense. In order to establish an effective operating system with a culture of compliance, all employees and contractors will be required as a condition of employment or contract to report any observed compliance issues to the appropriate party.

DIVERSITY PLAN

Overview

Mederi, Inc. (“Mederi”) is dedicated to creating a diverse culture that invests in people of all backgrounds and equips them with the tools and support they need to flourish in this industry. Mederi’s diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community. Any actions taken, or programs instituted, by the applicant will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Goals

Mederi’s primary goal is to hire a workforce with diverse composition. Mederi intends to meet the following hiring targets:

- 50% women
- 30% minorities
- 20% veterans
- 10% persons with disabilities
- 10% LGBTQ+

Mederi’s second goal is to create an inclusive environment by requiring all employees to complete training on cultural sensitivity and recognizing unconscious bias upon hire and at least once per year. This training will ensure that all employees understand what Mederi (and the law) considers appropriate and inappropriate behavior towards people based on their race, ethnicity, age, religion, disability or gender identity or sexual orientation. In addition to the list of characteristics that are protected against discrimination and harassment, this training will also explore the types of inclusive actions that can improve teamwork and motivation. This training will help employees understand the nuances of cross-culture communication, and the importance of words, actions, gestures and body language in cultivating relationships with different people and groups. This training should stimulate ongoing conversations among co-workers about how to deal with bias and insensitive remarks and behavior. It will also encourage employees to speak up, ask questions, raise concerns and report incidents of discrimination they experience or observe.

Mederi’s third goal is to support its diverse workforce by providing biweekly one-on-one mentorship meetings between members of the above-listed groups and the Director of Operations. These meetings are intended to provide a forum for the employee to discuss his or her personal development goals directly with management and to come up with strategies to meet those goals. Employees will be encouraged to share any challenges that they are facing in their employment with the intention that management will provide guidance on how to resolve the conflict or, if appropriate, will address the matter directly with the appropriate individuals. These meetings will also present an opportunity for employees to share their ideas about how to improve the company privately and directly with management.

The next section delineates the programs Mederi proposes in order to fulfill its diversity goals. Each program identifies a target goal and metric for evaluating progress in these pursuits.

Programming

1. **Attend career fairs in underrepresented and minority communities twice per year.**
 - Goal: Attend two (2) such career fair events per year in Mansfield and Walpole
 - Metric: Document dates, times, locations, and application rates from events.

2. **Establish recruiting programs at community colleges that serve underprivileged groups** as well as women's colleges.
 - Goal: Mederi will provide recruitment materials geared towards students at least **21 years of age twice per year**, at the beginning of the Fall and Spring semesters, to career development centers at the following four (4) institutions:
 1. Simmons College in Boston
 2. MassBay Community College in Framingham
 3. Quinsigamond University in Worcester
 4. Dean College in Franklin
 - Metric: Document how many materials are distributed and to whom they are given. Mederi will ensure that the materials are geared towards students at least 21 years of age, and will ensure this requirement is clearly communicated to the career centers. Mederi will track responses to these materials and report annually on rates of interview, hiring, and retention.

3. **Publish job listings in publications targeting disadvantaged communities twice per year**, including MassHire Department of Career Services/ Career Centers that serve veterans. Mederi has also secured permission from the moderators of a subreddit for veterans (<https://www.reddit.com/r/Veterans/>), who have agreed that Mederi may post job announcements to reach their community of almost 500,000 veterans.
 - Goal: Publish at least 80% of available positions in select publications that target veterans.
 - Metric: Document how many materials are distributed and to whom they are given. Mederi will track responses to these materials and report on success rates.

4. **Provide mandatory cultural sensitivity and recognizing unconscious bias training upon hire and annually.**
 - Goal: Ensure that 100% of employees will receive cultural sensitivity training within 120 days of hire. There will also be an annual training for all employees.
 - Metric: Document and report on numbers of employees completing training, including signatures and a reflection from each employee about what the training meant to them.

5. **Provide biweekly one-on-one mentorship meetings between Director of Operations**

and diverse employees.

- Goal: Provide biweekly one-on-one mentorship meetings between Director of Operations and employees belonging to the groups listed on page 1.
- Metric: Document and report on numbers of employees completing meetings.