



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC282059  
Original Issued Date: 05/08/2020  
Issued Date: 05/08/2020  
Expiration Date: 05/08/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mederi Inc.

Phone Number: 781-715-4669 Email Address: christopher@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:

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control:

Role: Other (specify) Other Role: capital contributor

First Name: Pamela Last Name: Howarth 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

#### Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership:

Entity Legal Name: Valencia Diversified Fund LLC Entity DBA: DBA  
City:

Entity Description: Limited Liability Company registered in the State of Delaware

Foreign Subsidiary Narrative:

Entity Phone: 818-547-5144 Entity Email: mbl@kpclegal.com Entity Website:

Entity Address 1: 550 N. Brand Blvd Entity Address 2: 15th Floor

Entity City: Glendale Entity State: CA Entity Zip Code: 91203

Entity Mailing Address 1: 550 N. Brand Blvd Entity Mailing Address 2:

Entity Mailing City: Glendale Entity Mailing State: CA Entity Mailing Zip Code: 91203

Relationship Description: Valencia Diversified Fund LLC is a creditor of Mederi Inc and currently has no direct or indirect authority over the entity but under Convertible Promissory Notes the entity would have a future interest as a shareholder when the Notes convert.

### CLOSE ASSOCIATES AND MEMBERS

No records found

### CAPITAL RESOURCES - INDIVIDUALS

#### Individual Contributing Capital 1

First Name: Pamela Last Name: Howarth Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$1500000 Percentage of Initial Capital: 12

Capital Attestation: Yes

### CAPITAL RESOURCES - ENTITIES

#### Entity Contributing Capital 1

Date generated: 12/03/2020

Entity Legal Name: Valencia Diversified Fund LLC Entity DBA:

Email: mbl@kpclegal.com Phone: 818-547-5144

Address 1: 550 N. Brand Blvd Address 2: 15th Floor

City: Glendale State: CA Zip Code: 91203

Types of Capital: Debt Other Type of Capital: Total Value of Capital Provided: \$1062 Percentage of Initial Capital: 21

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

#### FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	townhallcopier@holliston.k12.ma.us_20190409_094559.pdf	pdf	5cadf85d9b1a9b44dfe4c184	04/10/2019
Community Outreach Meeting Documentation	Holliston Community-Outreach-Meeting-Attestation-Form.pdf	pdf	5cadf88a6b08e34c76327f75	04/10/2019
Community Outreach Meeting Documentation	Attachment B_Holliston Community Meeting Notice.pdf	pdf	5cae25d0bf7c9d44e9105296	04/10/2019
Community Outreach Meeting Documentation	Attachment C_Holliston Community Meeting Notice (2).pdf	pdf	5cae25e236e3e844f3b50780	04/10/2019
Community Outreach Meeting Documentation	Attachment A 1.pdf	pdf	5cae264bb10c2044c559620c	04/10/2019
Plan to Remain Compliant with Local Zoning	Plan for Zoning Compliance_Updated 11-7-19.docx.pdf	pdf	5dc587cc26aa77532085a2bd	11/08/2019

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	Final Plan for Positive Impact 11.14.19.pdf	pdf	5dcee1ca8bdcfd57ae525c94	11/15/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Director Other Role: Executive, President  
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

##### Individual Background Information 3

Role: Other (specify) Other Role: Capital Contributor  
First Name: Pamela Last Name: Howarth Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

Role: Investor/Contributor Other Role:  
Entity Legal Name: Valencia Diversified Fund LLC Entity DBA:  
Entity Description: LLC  
Phone: 818-547-5144 Email: mbl@kpclegal.com  
Primary Business Address 1: 550 N. Brand Blvd Primary Business Address 2: 15th Floor  
Primary Business City: Glendale Primary Business State: CA Principal Business Zip Code: 91203  
Additional Information:

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Bylaws.pdf	pdf	5cae27a0cee9f84c34363e38	04/10/2019
Department of Revenue - Certificate of	DOR_11-7-19_Cert of Good	pdf	5dc5aae97aad8653363bbd85	11/08/2019



Good standing	Standing.pdf			
Secretary of Commonwealth - Certificate of Good Standing	Sec. of State_Cert. of Good Standing_11.12.2019.pdf	pdf	5dcdc508170b4c5353e3a1db	11/14/2019
Articles of Organization	Articles of Inc_1.pdf	pdf	5dced62efd468857b99bc3a4	11/15/2019
Articles of Organization	Articles of Org_CCC.pdf	pdf	5dfbede00557385733b410f9	12/19/2019

No documents uploaded

Massachusetts Business Identification Number: 001299965

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Liability Insurance.pdf	pdf	5cae280451be434c62d28fe7	04/10/2019
Business Plan	Mederi Business Plan 11.7.19-2.pdf	pdf	5dcdc49874bb15534cd4c4b8	11/14/2019
Proposed Timeline	Proposed Timeline 11.14.2019.pdf	pdf	5dcdc711fd468857b99bc1fd	11/14/2019

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	Financial Record Keeping.pdf	pdf	5cae2cca8e20fa4c3aba576b	04/10/2019
Record Keeping procedures	Recordkeeping Procedures.pdf	pdf	5cae2d44942dc34c4ebdf23e	04/10/2019
Qualifications and training	Qualifications and Training.pdf	pdf	5cae2e046b08e34c76328040	04/10/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5cae2e1dcee9f84c34363e4c	04/10/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5cae2e978e20fa4c3aba577b	04/10/2019
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5cae3603f25dae4c6c3f06e1	04/10/2019
Dispensing procedures	Dispensing Procedures.pdf	pdf	5cae3617cee9f84c34363e73	04/10/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5cae375f51be434c62d2901c	04/10/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5cae3c5051be434c62d29028	04/10/2019
Personnel policies including background checks	Mederi_Personnel Policies Including Background Checks.pdf	pdf	5cb624ad36e3e844f3b513f1	04/16/2019
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older.docx (2).pdf	pdf	5dcdc0a4ea4df3530e64462f	11/14/2019
Security plan	Security Plan_final.docx.pdf	pdf	5dcdc2bbea4df3530e644635	11/14/2019
Policies and Procedures for cultivating.	12.19.19 Cultivation Plan - RFI updates.pdf	pdf	5dfbeb3300f72d57285edbe0	12/19/2019
Diversity plan	Final Diversity Plan 2.20.20.pdf	pdf	5e4f07257225f0046965a7fe	02/20/2020

### 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: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

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

## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

### Applicant

I, Christopher Pantano, (*insert name*) certify as an authorized representative of Mederi, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Holliston (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 8, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, John Jeffrey Ritter, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holliston (*insert name of host community*) to certify that the applicant and Holliston (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 8, 2019 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community

## Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Meredith George, (*insert name*) attest as an authorized representative of Mederi, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on April 9, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on April 2, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on April 1, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 1, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

**NOTICE OF COMMUNITY OUTREACH MEETING: MEDERI, INC.**

Notice is hereby given that Mederi, Inc. ("Mederi") will hold a Community Outreach Meeting on **April 9th, 2019** at 44 Boynton Road, Holliston, MA 01746 between **6:00-7:00PM** to discuss the proposed siting of a Medical and Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 44 Boynton Road, Holliston, MA 01746 in accordance with M.G.L. c. 94G and the Massachusetts Cannabis Control Commission's regulations at 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 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 ask questions and receive answers from company representatives about the proposed facility and operations.

- Please note the new date - Tuesday, April 9th and disregard the previous notice.

**NOTICE OF COMMUNITY OUTREACH MEETING: MEDERI, INC.**

Notice is hereby given that Mederi, Inc. ("Mederi") will hold a Community Outreach Meeting on **April 9th, 2019** at 44 Boynton Road, Holliston, MA 01746 between **6:00-7:00PM** to discuss the proposed siting of a Medical and Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 44 Boynton Road, Holliston, MA 01746 in accordance with M.G.L. c. 94G and the Massachusetts Cannabis Control Commission's regulations at 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 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 ask questions and receive answers from company representatives about the proposed facility and operations.

- Please note the new date - Tuesday, April 9th and disregard the previous notice.



**Framingham resident Corey Spaulding asks a question at the Memorial Building Monday at the 2020 Mass. Census kickoff ceremony.**  
[DAILY NEWS  
AND WICKED  
LOCAL STAFF  
PHOTO/ART  
ILLMAN]



Legal Notices

Holliston Community Meeting  
**LEGAL NOTICE  
NOTICE OF COMMUNITY  
OUTREACH MEETING:  
MEDERI, INC.**

Notice is hereby given that Mederi, Inc. ("Mederi") will hold a Community Outreach Meeting on **April 9, 2019** at 44 Boynton Road, Holliston, MA 01746 between **6:00-7:00 PM** to discuss the proposed siting of a Medical and Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 44 Boynton Road, Holliston, MA 01746.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

Sincerely,  
Mederi, Inc.  
AD#13784872  
MWDN 4/2/19

**ZBA/420 AND 432 FISKE STREET  
LEGAL NOTICE  
TOWN OF HOLLISTON  
ZONING BOARD OF APPEALS**

In accordance with the Town of Holliston Zoning By-Laws, the Board will hold a public hearing at 7:30 p.m. on Wednesday, April 17, 2019 in the Selectmen's Meeting Room (#105) of Town Hall, 703 Washington Street. The following is under consideration:

Dimensional Variance petition of Walter McClennen (applicant/owner) for relief under the provisions of Section IV-A (6), Lot Width and IV-B, Schedule of Intensity Regulations, to divide the lot containing two existing houses. The focus is 420 and 432 Fiske Street in the Agricultural-Residential District B (AR-2) zoning district.

All application materials are available for review in the Town Clerk's Office during regular business hours. All interested parties are invited to attend or submit written comments.

Henry Dellicker  
Chairman  
AD#13784342  
MWDN 4/2, 4/9/19

**IFB PROJECT T1904  
LEGAL NOTICE**

Framingham State University solicits written quotes from General Contractors for the 23 Salem End Site Improvements, Project T1904 at Framingham State University, Framingham, Massachusetts, in accordance with the documents prepared by Pfeuffer Richardson, P.C. Architects, dated April 3, 2019. Subject to M.G.L. c.149, M.G.L. Procedures 30, §39M. Scope of Work: Site Improvements including a new accessible walkway, modifications to the existing exterior entry stair and railings, porch landing and porch roof supports, and minor changes to surrounding grading at 23 Salem End Road, Framingham, MA. The work is estimated to cost \$25,000.00. Bids are subject to M.G.L. c.149 §44A-J and to minimum wage rates as required by M.G.L. c. 149 §826 to 27H inclusive. A pre-bid conference and site visit will be on April 10, 2019 at 11:00am at 23 Salem End Road. Quotes will be received until April 17, 2019 at 11:00 a.m. and publicly opened forthwith at the Dwight Hall Business Office, 100 State Street, Framingham, MA 01701. Bid Forms and Contract Documents will be available for pick-up at Dwight Hall Business Office, 100 State Street, Framingham, MA 01701 at no charge. A PDF copy can be obtained by contacting Ann Martin at 508-826-4933. A 50% Payment Bond will be required within 10 days of the date of Contract Award. The University reserves the right to waive any informality or reject any bid if it determines it is in the Public Interest to do so. Framingham State University, Procurement Office, Dwight Hall Room 201, 100 State Street, Framingham, MA 01701.

AD#13784800  
MWDN 4/2/19

**ZBA 4/10/19 HEARINGS  
LEGAL NOTICE  
FRAMINGHAM ZONING BOARD OF  
APPEALS - NOTICE OF PUBLIC  
HEARING**

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing on **Wednesday, April 10, 2019, in the Abolondi Room** of the Memorial Building, 150 Concord Street, Framingham, to consider:

18-421 7:00 PM

**PUBLIC HEARING RE-OPENED -** Petition of **Rob Lopez** and **RML Realty Co, LLC** to **Appeal** the determination of the Building Commissioner that the proposed use constitutes a Vehicle Storage Yard, a prohibited use under §81.C.2 of the Zoning By-Law, on the premises located at **138 Leland Street**, Parcel ID: 142-23-9905-000, Zoning District: Manufacturing (M)

19-061 7:15 PM

**Amendment** to ZBA Decision No. 18-29: Petition of **RSG Group, LLC** and **1500 Worcester Road, LLC** for a **Use Variance** to convert office space into multi-family residential, pursuant to §VI.G.1 and §II.B.1.C of the Zoning By-Law, on the premises located at **1500 Worcester Road**, Parcel IDs: 108-61-5776-900, 108-61-5776-901, 108-61-5776-902, 108-61-5776-903, and 108-61-5776-904, Zoning District: Business (B), Overlay District: Highway Corridor (HC)

19-071 7:15 PM

Petition of **VY Properties, LLC** for a **Use Variance** for Multi-family Dwelling, and **Variances** for height and floor area ratio, pursuant to Sections II.B.1.C, IV.E.2, and IV.E.7.d.3 of the Zoning By-Law, on the premises located at **364 Irving Street**, Parcel ID: 142-13-4490-000, Zoning District: Manufacturing (M)

19-081 7:30 PM

Petition of **Ethan and Nicole Goldstein** for a **Variance** to place an addition within the required side setback, pursuant to §IV.E.2 of the Zoning By-Law, on the premises located at **11 Foley Drive**, Parcel ID: 051-62-6306-000, Zoning District: Single Residence (R-1)

19-091 7:30 PM

Petition of **Clinton 100 CPI LLC** for **Variances** for height, floor area ratio, more than one building on a lot, and more than one principal use on a lot, pursuant to Sections IV.E.7.d, IV.E.2, IV.E.3, and II.B, on the premises located at **71 Bishop Street** and **0 Clark Street Extension**, Parcel IDs: 129-17-182-000 and 129-16-1897-000, Zoning District: Manufacturing (M)

Visit [www.FraminghamMA.gov/meetings](http://www.FraminghamMA.gov/meetings) for more information. Legal notice can be found in the *MetroWest Daily News* or on [MassPublicNotices.org](http://MassPublicNotices.org).

Philip R. Ottaviani, Jr., Chair  
Office: 508-532-5456  
ZBA@FraminghamMA.gov

AD#13782521  
MWDN 3/26, 4/2/19

Legal Notices

**IFB PROJECT C01956  
LEGAL NOTICE  
Section 00 11 25  
ADVERTISEMENT**

Framingham State University solicits sealed bids from General Contractors for the **WELCOME CENTER ROOF REPLACEMENT**, Project C01956 in accordance with the documents prepared by Pfeuffer Richardson, P.C. Architects dated March 26, 2019. Scope of Work includes the removal and replacement of asphalt and single-ply roofing and related work at the Welcome Center, a wood-framed structure. The work is estimated to cost \$60,000.00. Bids are subject to M.G.L. c.149 §44A-J and to minimum wage rates as required by M.G.L. c. 149 §826 to 27H inclusive. Prevailing wage rates apply. This project is being electronically bid and hard copy bids will not be accepted. **General Bids** will be received until **April 17, 2019 at 2:00 p.m.** and publicly opened, forthwith online. General bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount and made payable to the Framingham State University. Bid Forms and Contract Documents will be available for pick-up at [www.biddocsonline.com](http://www.biddocsonline.com) (may be viewed electronically and hardcopy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167). The Contract Documents may be seen, but not removed at Nashoba Blue. There is a plan deposit of \$50.00 per set payable to BidDocs Online Inc. The **Pre-Bid** Conference and site visit will be on **April 9, 2019 at 10:00am** at the project site. A 50% Payment Bond will be required within 10 days of the date of Contract Award. The University reserves the right to waive any informality or reject any bid if it determines it is in the Public Interest to do so. Framingham State University, Procurement Office, Dwight Hall Room 201, 100 State Street, Framingham, MA 01701.

AD#13784804  
MWDN 4/2/19

**SANCLEMENTE  
LEGAL NOTICE  
Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Middlesex Probate and Family Court  
208 Cambridge Street  
Cambridge, MA 02141  
(617) 768-5800  
Docket No. MI15P5787PM**

**CITATION ON PETITION FOR  
ORDER OF COMPLETE  
SETTLEMENT**

Estate of: Andrew J Sanclemente

A Petition for **Order of Complete Settlement** has been filed by **Charles G Sanclemente of Dennis Port MA** and **Valerie Sanclemente of Dennis Port MA** requesting that the court enter a formal Decree of Complete Settlement including the allowance of a final account and other such relief as may be requested in the Petition.

**IMPORTANT NOTICE**

**You have the right to obtain a copy of the Petition from the Petitioner or at the court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this court appearance; 10:00 a.m. on the return day of 04/22/2019.**

**This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.**

**WITNESS, Hon. Edward F Donnelly, Jr., First Justice of this Court.**

Date: March 14, 2019  
Tara E. DeCristofaro  
Register of Probate

AD#13784794  
MWDN 4/2/19

**IFB  
LEGAL NOTICE**

Framingham State University solicits sealed bids from General Contractors for the Doyle Center Roof Terrace Repair, Project T1955 in accordance with the documents prepared by Building Envelope Specialists dated March 27, 2019. Scope of Work generally consists of removal of an existing membrane roof with patio blocks and installation of an elastomeric coating, membrane, patio blocks and other misc. items. The work is estimated to cost \$50,000.00. Bids are subject to M.G.L. c.149 §44A-J and to minimum wage rates as required by M.G.L. c. 149 §826 to 27H inclusive. Prevailing wage rates apply. General Bids will be received until April 18, 2019 at 2:00 p.m. and publicly opened, forthwith online. All Bids should be submitted electronically online at [www.biddocsonline.com](http://www.biddocsonline.com) and received no later than the date and time specified above. This project is being electronically bid and hard copy bids will not be accepted. General bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount and made payable to the Framingham State University. Bid Forms and Contract Documents will be available for pick-up at [www.biddocsonline.com](http://www.biddocsonline.com) (may be viewed electronically and hardcopy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167). The Contract Documents may be seen, but not removed at Nashoba Blue. There is a plan deposit of \$50.00 per set payable to BidDocs Online Inc. Deposits may be electronically paid or must be a check. The Pre-Bid Conference and site visit will be on April 8, 2019 at 11:00am at the Doyle IT Conference Room, Framingham State University. A 50% Payment Bond will be required within 10 days of the date of Contract Award. The University reserves the right to waive any informality or reject any bid if it determines it is in the Public Interest to do so. Framingham State University, Procurement Office, Dwight Hall Room 201, 100 State Street, Framingham, MA 01701.

AD#13784963  
MWDN 4/2/19

**4 MCLAUGHLIN STREET, UNIT 3  
LEGAL NOTICE  
COMMONWEALTH OF  
MASSACHUSETTS**

LAND COURT  
DEPARTMENT OF THE  
TRIAL COURT  
19SM001521  
ORDER OF NOTICE

To: Francis Kemegue  
as to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 et seq.;

Guild Mortgage Company claiming to have an interest in a Mortgage covering real property in Framingham, numbered 4 McLaughlin Street, Unit 3, McLaughlin Street Condominium, given by Francis Kemegue to Mortgage Electronic Registration Systems, Inc., as nominee for NE Moves Mortgage, LLC, dated September 30, 2015, and recorded in the Middlesex County (Southern District) Registry of Deeds in Book 66162, Page 320, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before May 6, 2019 or you will be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, GORDON H. PIPER, Chief Justice of said Court on March 20, 2019.

Attest:  
Deborah J. Patterson  
Recorder

14792  
AD#13782664  
MWDN 4/2/19

**FULLER MIDDLE SCHOOL, FRAM-  
INGHAM  
LEGAL NOTICE  
City of Framingham  
Request for Qualifications  
Trade Contractor Prequalification  
NEW FULLER MIDDLE SCHOOL**

The City of Framingham, acting through its School Building Committee (SBC), is issuing this Request for Qualifications (RFQ) and invites qualified and experienced Filed Subcontractor firms to submit a Statement of Qualifications (SOQ) to prequalify for construction of the early site electrical work for the new Fuller Middle School.

Project Description: Electrical work to support the Early Site Package for the construction of the new 136,790 square foot Fuller Middle School located in Framingham, Massachusetts.

This is a Construction Manager at Risk Project under M.G.L. Ch. 149A. This Request for Qualifications (RFQ) will be used to prequalify Filed Subcontractors for the below trades and will determine who will be invited to submit a bid pursuant to Chapter 149A of the Massachusetts General Laws. The City of Framingham is prequalifying the following Filed Sub-Bid trades for this project (with estimated costs as indicated): Electrical (\$67,000).

At the time a Filed Sub-Bidder firm submits its SOQ, it must have a DCAM Certification in the Trade Contractor Category for which it is seeking to be prequalified and submit a copy of its Certificate of Eligibility and Update Statement with its SOQ. No drawings are being distributed or bids solicited with this request. Interested firms must submit a Qualification Statement by the deadline noted. Only pre-qualified firms will be invited to submit bids for the category of work in which they were prequalified.

The Request for Qualifications Package will be available at 2:00 pm on April 3, 2019. Packages are available at no charge from Symmes Maini & McKee Associates, Inc. (SMMA): by e-mailing [opm@smma.com](mailto:opm@smma.com) or downloading from <http://procurementdocuments.smma.com>.

Sub Bid submissions are due by April 17, 2019 at 2:00 pm to the City of Framingham, Finance Division c/o Jennifer A. Pratt, MCPPO, Assistant Chief Financial Officer and Chief Procurement Officer, 150 Concord Street, Room 123, Framingham, Massachusetts 01702.

An Informational Meeting will be held at the Fuller Middle School on April 10, 2019, at 3:30 pm.

The City of Framingham reserves the right to accept or reject any and all proposals, and to waive any informalities in the proposals received, if it is deemed in the best interest of the City to do so.

City of Framingham

AD#13784973  
MWDN 4/2/19

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WICKED LOCAL

LAND COURT  
DEPARTMENT OF THE  
TRIAL COURT  
19SM001521  
ORDER OF NOTICE

To: Francis Kemegue  
as to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 et seq.;

CENSUS

From Page A1

letters and other communications from the U.S. Census Bureau in March next year.

Eva Millona, chairwoman of the Mass. Complete Count Committee and executive director of the Mass. Immigrant and Refugee Advocacy Coalition, told the crowd that the 2020 census could be “the toughest in our lifetime,” saying a push by President Donald Trump to add a citizenship question to the census could have a “chilling effect” on immigrant populations, who are already historically under-counted.

“If we miss immigrants, refugees, and other households because of fear, we could have a significant under-count. We hope that the Supreme Court removes the question but some of the

damage may be irreversible ... having someone from the government come to your door and asking all kinds of personal questions could be terrifying if we do not prepare the households,” said Millona.

Three of the last four U.S. census counts resulted in Massachusetts losing a congressional seat, after its population grew at a slower pace than in other parts of the country. Today, the state has nine representatives in the U.S. House; in 1980 it had 12. That means less clout in presidential elections, as the state’s Electoral College vote has dipped from 14 when Ronald Reagan was first elected to 11 in the last two national elections.

Locally, Framingham established a Complete Count Committee (CCC) to help convince residents to be counted in next year’s nationwide population tally. Members will include elected

officials, religious leaders, parents, teachers, and others representing different departments in the city.

This will also be the first time residents can fill out the census online, as one of four ways to respond. Postcards will go out to residents asking them to take the census online. If they do not respond, they will also be sent a paper form.

Organizations will be able to host events where people can fill out the census together online as well as “call-a-thons” where they call a toll-free number and answer the questions, said Behler, calling it a “game changer.”

“We used to motivate people by saying, ‘Go home and sit by your mailbox and wait for your form to show up.’ Now you can take action right away. That’s what we’re excited about,” said Behler.

The rise of social media also means officials will put in a strong effort so people do not dismiss the census as a scam or fall victim to scams that are likely to emerge, reminding them that the census will never ask for Social Security numbers, banking information, or money.

Secretary of State William Galvin, who is the state’s 2020 official census liaison, said the state faces an “enormous challenge” in counting as many people as possible, saying the census is “not simply a statistical exercise that we do to see how many people we have for boasting rights.”

“We can be proud of the diversity we have. We can be proud of the fact that we have so many institutions that service so many people, we can be proud of our economy. But to keep it sustained and growing over the next 10 years, this critical exercise must be successful,” said Galvin.

*Zane Razzaq can be reached at 508-626-3919 or [zrazzaq@wickedlocal.com](mailto:zrazzaq@wickedlocal.com) and on Twitter at [@zanerazz](https://twitter.com/zanerazz).*

ALLORA

From Page A1

restaurant interested in the spot. The company evicted the Italian restaurant with the owners owing \$53,280 in rent, back taxes and water bills, according to court documents.

“This is a signature property in the city of Marlborough and we don’t like to keep it vacant,” said attorney Robert Dionisi, representing Breazzano Properties, during the board’s meeting last week.

The negotiations have stalled until Allora’s liquor license is vacated, he said.

“I would ask this board to cancel the license in accordance with the rules and regulations of the commission,” he said. “That is the license that attaches to the property and without a surrender and cancellation there is no way a license can be granted for the premise.”

Attorney Douglas Rowe, representing Allora, said there are still claims between the restaurant and Breazzano Properties over equipment and other obligations.

“We will cooperate anyway we can with the board,” he said.

Dionisi had planned to work with the city solicitor if the restaurant took no action.

Joe Ferro and Laura Palmer opened the restaurant in June 2007. The two hoped to create a more upscale restaurant in the city. They announced the closing on its website.

“With great sadness, Allora Ristorante has closed its doors,” the note reads. “We would like to take this opportunity to thank our guests for their support over the past 12 years, many who we are proud to call our friends.”

The board voted 2-0 to cancel the license.

*Jonathan Phelps can be reached at 508-626-4338 or [jphelps@wickedlocal.com](mailto:jphelps@wickedlocal.com). Follow him on Twitter @JPhelps\_MW.*

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### **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.

The Town of Holliston does require a special permit which Mederi applied for on April 26, 2019. On May 16th, 2019 the public hearing was held and on May 17, 2019 the Special Permit was issued.

## **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 of the costs accrued from the “War on Drugs.” The applicant proposes a series of programs, goals, and metrics to ensure Mederi makes the greatest possible positive impact with its influence.

Walpole is the closest area of disproportionate impact (as defined by the State) to Mederi’s Host Community in Holliston. It is well documented that marijuana prohibition has had a deleterious impact on the education and career advancement of many young people and adults in poor communities and those communities with large percentages of racial minorities - this phenomenon is sometimes called the “poverty-to-prison pipeline.” Mederi’s investment in educational and career development resources for youth and adults will increase access and reduce barriers to financial security and self-determination. Educational programming will focus on STEM subjects and their application to the horticulture industry. Programming will target former-offenders and at-risk youth.

### **Plan Administration**

The Chief Operating Officer (“COO”) will administer the Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”). The COO will be responsible for developing measurable outcomes and ensure Mederi continues to meet its commitment to the community. The COO will also be responsible for forming partnerships in Holliston and Walpole and with state-wide organizations that serve communities impacted by mass incarceration to implement and enhance the Plan.

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.

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

### **Programming**

To reach this community, Mederi is committed to developing organizational partnerships with groups that provide jail diversion and restorative justice programs. 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.

1. Provide free informational sessions on plant therapy and other horticultural hobbies (like bonzai trimming) for former inmates. Possible venues include the Guindon House in Hyannis and the Dismas House in Worcester that provide transitional housing for former offenders;

Goal: Provide twelve (2) informational sessions as described above per year

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

2. Partner with and support organizations that provide jail diversion and restorative justice programs around creative programming to connect former-offenders or at-risk populations to access to a learning garden that can also supplement their diets.

Goal: Within a year from provisional licensure, Mederi will secure a partnership with an organization interested in setting up an aquaponic garden for the benefit of a population fitting the above description.

Metric: Reach out to at minimum five (5) organizations inquiring about their interest in a potential partnership; document and summarize this correspondence. By the time Mederi is one year from provisional licensure it will have secured a willing partner and will provide a letter of support from the (to be determined) partnering organization. The success of this program will be demonstrated pursuant to 935 CMR 500.101 (1) and (2).

3. Conduct an educational seminar which target adults who were previously incarcerated. Mederi is in contact with the Department of Corrections to assess the feasibility of an institutional partnership. Seminar topics may include: Cannabis Cultivation Techniques and Opportunities in the Industry

Goal: Host at minimum one (1) one-hour industry-specific seminars targeting individuals with a history of incarceration.

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

In the future, Mederi would like to expand its positive impact to include donating time and materials for fundraisers however Mederi believes that to achieve success, they must first establish community and organizational partnerships, as described above. Mederi looks forward to updating the CCC on its positive impacts and renewing its commitments to communities who have endured a disproportionate amount of the costs of cannabis prohibition.

**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**

Mederi, Inc.  
Corporate Bylaws



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.

<b>File Category</b>	<b>Item</b>	<b>Retention Period</b>
<b>Corporate Records</b>	<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
<b>Finance and Administration</b>	<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
<b>Insurance Records</b>	<i>Policies — occurrence type</i>	Permanent



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

## II. ELECTRONIC DOCUMENTS AND RECORDS

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the

message should be printed in hard copy and kept in the appropriate file or moved to an “archive” computer file folder. Backup and recovery methods should be tested on a regular basis.

### **III. EMERGENCY PLANNING**

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.

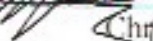
It is legal for competitors within the medical use of marijuana industry to work together, unless such work unlawfully restricts competition within the industry. Although the Corporation’s activities generally do not present antitrust issues, to ensure against inadvertent violations of federal and state 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 3-1-, 2018, by a duly authorized vote of the Member.

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



Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0706957376  
Notice Date: November 7, 2019  
Case ID: 0-000-563-991



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MEDERI INC  
59 IRVING WAY  
NAHANT MA 01908-1520

### ***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, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://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



*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.

*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:



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

Minimum Fee: \$35.00

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

**Articles of Organization**

(General Laws, Chapter 180)

Identification Number: 001299965

**ARTICLE I**

The exact name of the corporation is:

MEDERI, INC.

**ARTICLE II**

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

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

**ARTICLE III**

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

**ARTICLE IV**

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

*(If there are no provisions state "NONE")*

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



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

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

#### ARTICLE V

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

#### ARTICLE VI

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

#### ARTICLE VII

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

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

No. and Street: 59 IRVING WAY  
City or Town: NAHANT State: MA Zip: 01908 Country: USA

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



Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	CHRISTOPHER PANTANO	59 IRVING WAY NAHANT, MA 01908 USA 59 IRVING WAY NAHANT, MA 01908 USA	Until successors are duly elected and qualified
TREASURER	MEREDITH GEORGE	45 RAVENNA AVENUE SALEM, MA 01970 USA 45 RAVENNA AVENUE SALEM, MA 01970 USA	Until successors are duly elected and qualified
CLERK	MEREDITH GEORGE	45 RAVENNA AVENUE SALEM, MA 01970 USA 45 RAVENNA AVENUE SALEM, MA 01970 USA	Until successors are duly elected and qualified
DIRECTOR	MATTHEW O'BRIEN	2205 BAYVIEW DRIVE MANHATTAN BEACH, CA 90266 USA 2205 MANHATTAN BEACH, CA 90266 USA	Until successors are duly elected and qualified
DIRECTOR	CHRISTOPHER PANTANO	59 IRVING WAY NAHANT, MA 01908 USA 59 IRVING WAY NAHANT, MA 01908 USA	Until successors are duly elected and qualified
DIRECTOR	CHRISTOPHER DAVIS	4141 SALACIA DRIVE IRVINE, CA 92620 USA 4141 SALACIA DRIVE IRVINE, CA 92620 USA	Until successors are duly elected and qualified

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:  
December

d. The name and business address of the resident agent, if any, of the business entity is:

Name: CHRISTOPHER PANTANO  
No. and Street: 59 IRVING WAY  
City or Town: NAHANT State: MA Zip: 01908 Country: USA

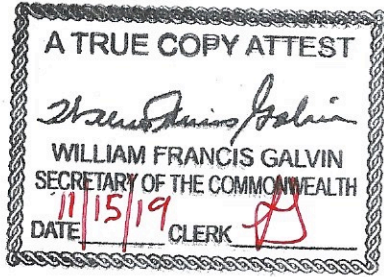
I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have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

**IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 20 Day of November, 2017. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)**

BRANDON KURTZMAN, ESQ., ATTORNEY FOR MEDERI, INC.







THE COMMONWEALTH OF MASSACHUSETTS

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

November 20, 2017 01:12 PM

A large, stylized handwritten signature of William Francis Galvin.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

Mederi, Inc.  
Articles of Organization

Please note Matthew O'Brien and Christopher Davis are no longer serving on the Board of Mederi, Inc. The Articles of Organization only list these individuals under Article VII which per the Secretary of State's Office "do not change". Please see the Summary reflecting the only

current members of the Board.



### 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.**

<b>The exact name of the Nonprofit Corporation:</b> MEDERI, INC.			
<b>Entity type:</b> Nonprofit Corporation			
<b>CID :</b> EY7V40			
<b>Identification Number:</b> 001299965			
<b>Date of Organization in Massachusetts:</b> 11-20-2017			
<b>Last date certain:</b>			
<b>Current Fiscal Month/Day:</b> 12/31			
<b>The location of the Principal Office in Massachusetts:</b>			
Address: 44 BOYNTON ROAD			
City or town, State, Zip code, Country: HOLLISTON, MA 01746 USA			
<b>The name and address of the Resident Agent:</b>			
Name: CHRISTOPHER PANTANO			
Address: 59 IRVING WAY			
City or town, State, Zip code, Country: NAHANT, MA 01908 USA			
<b>The Officers and Directors of the Corporation:</b>			
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			
<b>View filings for this business entity:</b>			
ALL FILINGS Annual Report Application For Revival Articles of Amendment Articles of Consolidation - Foreign and Domestic <a href="#">Articles of Consolidation - Domestic and Foreign</a>			
<a href="#">View filings</a>			
<b>Comments or notes associated with this business entity:</b>			



### **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 500.105(10).

**Mederi, Inc.**

**Business Plan**

**April 16, 2019**

## **Table of Contents**

<b>1.</b>	3
<b>2.</b>	5
<b>3.</b>	8
<b>4.</b>	10
<b>5.</b>	11
<b>6.</b>	14
<b>7.</b>	15
<b>8.</b>	18

## **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<sup>1/2</sup>)(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 millions 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.

## **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 data, 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.

## **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.

## **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.

## **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 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.

### 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 its 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 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, visitor, 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, wholesale customers, visitors, or other parties. Any employee found carrying a weapon on the premises of a Mederi facility will be immediately terminated, and any visitor 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 Cultivation Establishment

Mederi's Host Community Agreement with the Town of Holliston does not contain any restrictions on the business hours at the facility and as such, Mederi intends to have Registered Marijuana Establishments at the facility for as many hours per day in as many shifts as required to effectuate the efficient operation of the cultivation facility, subject to all applicable employment laws.

### 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 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, 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.

### 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).



## **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.

Mederi’s executives and leadership are committed to successful implementation of Mederi’s Diversity Plan. Mederi’s executive management team believes that increased diversity will provide Mederi with a richer perspective and approach to its business.

### **Plan Administration**

To ensure that Mederi is accomplishing its commitments to diversity, we are in the process of assembling a Diversity Committee. The initial members of the Committee will be selected based on their diverse status and their personal commitments to diversity.

The tasks of this committee are to:

- 1) Develop statements, policies, programs, reporting, and internal and external communication procedures in support of the goals of the Diversity Plan;
- 2) Assisting in the identification of problematic areas, including receiving, reviewing, and resolving any complaints of discrimination or other non-compliance with regards to equal opportunity and fair treatment of all employees;
- 3) Monitor and evaluate the metrics identified in the “Programming” section by tracking data and compiling regular reports. The Diversity Committee will report on these indicators on a quarterly basis starting three months after the issue of the applicant’s provisional license. These reports will be provided to the CCC annually at the time of license renewal pursuant to 935 CMR 500.101 (1) and (2). Reports will include:
  - A data summary providing a detailed overview of
    - recruiting and employment data,
    - training and employee retention,
    - average salary ranges,
    - outreach efforts, and

- the total number and value of all contracts and/or subcontractors awarded for goods and services.
- A discussion of the success or failure reflected by each indicator. The discussion will identify any challenges or impediments to progress and document the efforts that have been made to overcome challenges.
- An action plan for overcoming each impediment, including a timeline for accomplishing each action point.

### Goals

Mederi is committed to hiring a workforce with diverse composition. Mederi's diversity plan is designed to create equity among women, minorities, veterans, people with disabilities, and members of the LGBTQ+ community. Mederi intends to target 15% women and 10% veterans, and commits to developing workforce that is more racially diverse than the baseline for surrounding Middlesex County.

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

### Programming

#### **Innovative Recruitment**

Mederi will establish and maintain an inclusive and diverse workforce through innovative corporate recruitment of underrepresented and minority communities. Mederi has developed strategic corporate initiatives to ensure a diverse staff.

These strategic corporate initiatives will adhere to the requirements set forth in 935 CMR 500.105 (4). The initiatives include:

1. Attending career fairs in underrepresented and minority communities, identified using the Environmental Justice populations identified in the 2000 Census.
  - Goal: Attend two (2) such career fair events in the first year.
  - Metric: Document dates, times, locations, and application rates from events.
2. Establish recruiting programs at institutions of higher learning, specifically targeting community colleges that serve underprivileged groups as well as women's colleges.
  - Goal: Seek out at least four (4) such colleges and provide recruitment materials to career development centers.
  - Metric: Document how many materials are distributed and to whom they are given. 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, 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.

## **Employee Retention, Training, and Development**

All Mederi employees are required to complete the diversity awareness training program during employee orientation. All new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will understand the importance of the Diversity Plan and be equipped to describe and uphold the plan. All employees will be required to undergo annual diversity re-training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Awareness of Diversity Plan goals and Mederi's efforts to create an open culture with zero tolerance for discrimination, harassment, or retaliation, is crucial to Mederi's success. To uphold the Diversity Plan and foster a culture of equity, Mederi will:

1. Require training on cultural sensitivity and recognizing unconscious bias.
  - Goal: Engage 100% of employees in sensitivity training within 120 days of hire.
  - 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.
2. Provide a robust supplemental learning program to provide employees with opportunities to refresh or supplement their scientific knowledge. Recognizing that inequitable access to education is pervasive and that certain communities have historically been underrepresented in the STEM fields, Mederi is developing a training program to overcome these inequities.
  - Goal: Invest in the education of Mederi staff and recognize their accomplishments using an internal certification system and clear paths for advancement.
  - Metric: Through bulletin board postings on site, Mederi will acknowledge internal advancement as well as employees who attend & complete educational advancement opportunities.