



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1321
Original Issued Date: 04/14/2023
Issued Date: 04/14/2023
Expiration Date: 04/14/2024

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Dris Corporation

Phone Number: 401-261-2950
Email Address: info@yourgreenpackage.com

Business Address 1: 16 Tech Circle
Business City: Natick
Business State: MA
Business Zip Code: 01760
Business Address 2: Suite 202
Mailing Address 1: 30 Hemlock Street
Mailing City: Brockton
Mailing State: MA
Mailing Zip Code: 02302
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a
DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE304880

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 42.4
Role: Manager
First Name: Christopher
Gender: Male
Percentage Of Control: 42.4
Other Role:
Middle Name:
Last Name: Fevry
Suffix:
User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian,

Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 51

Percentage Of Control:

51

Role: Manager

Other Role:

First Name: Lourdharry

Middle Name:

Last Name: Pauyo

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Dris Corporation

Entity DBA:

Email: info@yourgreenpackage.com Phone: 401-261-2950

Address 1: 16 Tech Circle

Address 2: Unit 202

City: Natick

State: MA

Zip Code: 01760

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$5000

Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Chris

Last Name: Fevry

Suffix:

Marijuana Establishment Name: Dris Corporation

Business Type: Other

Marijuana Establishment City: Bellingham

Marijuana Establishment State: MA

Individual 2

First Name: Lourdharry

Last Name: Pauyo

Suffix:

Marijuana Establishment Name: Dris Corporation

Business Type: Other

Marijuana Establishment City: Bellingham

Marijuana Establishment State: MA

Individual 3

First Name: Chris

Last Name: Fevry

Suffix:

Marijuana Establishment Name: Dris Corporation

Business Type: Marijuana Transporter with Other Existing ME License

Marijuana Establishment City: Bellingham

Marijuana Establishment State: MA

Individual 4

First Name: Lourdharry

Last Name: Pauyo

Suffix:

Marijuana Establishment Name: Dris Corporation **Business Type:** Marijuana Transporter with Other Existing ME License
Marijuana Establishment City: Bellingham **Marijuana Establishment State:** MA

Individual 5

First Name: Chris **Last Name:** Fevry **Suffix:**
Marijuana Establishment Name: Dris Corporation **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Leicester **Marijuana Establishment State:** MA

Individual 6

First Name: Lourdharry **Last Name:** Pauyo **Suffix:**
Marijuana Establishment Name: Dris Corporation **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Leicester **Marijuana Establishment State:** MA

Individual 7

First Name: Chris **Last Name:** Fevry **Suffix:**
Marijuana Establishment Name: Dris Corporation **Business Type:** Other
Marijuana Establishment City: Brockton **Marijuana Establishment State:** MA

Individual 8

First Name: Lourdharry **Last Name:** Pauyo **Suffix:**
Marijuana Establishment Name: Dris Corporation **Business Type:** Other
Marijuana Establishment City: Brockton **Marijuana Establishment State:** MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 16 Tech Circle **Establishment Address 2:** Suite 202
Establishment City: Natick **Establishment Zip Code:** 01760
Approximate square footage of the establishment: 7489 **How many abutters does this property have?:**
18
Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Natick HCA Certification Form.pdf	pdf	63754cbe5225350008279fee	11/16/2022
Plan to Remain Compliant with Local Zoning	Dris_Plan to Remain Compliant with Local Zoning_Natick.pdf	pdf	6392373f52253500084194f7	12/08/2022
Community Outreach Meeting Documentation	Dris_COM Attestation.pdf	pdf	63c724a2ae78640008379db8	01/17/2023
Community Outreach Meeting Documentation	FW_ Virtual Community Outreach Meeting_Natick.pdf	pdf	63d18deaa6f09f00085f5fc7	01/25/2023

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	Dris_Positive Impact Plan (January 2023).pdf	pdf	63b8b09a52253500085fa53c	01/06/2023

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Manager **Other Role:**
First Name: Lourdharry **Last Name:** Pauyo **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Dris_SOC COGS 11.28.2022.pdf	pdf	638671a1a0fd020008ca3e65	11/29/2022
Department of Unemployment Assistance - Certificate of Good standing	Dris_Corp_DUA COGS 12.6.22.pdf	pdf	638f9ba552253500083e4315	12/06/2022
Department of Revenue - Certificate of Good standing	Dris_DOR COGS 12.13.22.pdf	pdf	6399dc5b522535000847d3dd	12/14/2022

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Dris_Articles of Entity Conversion.pdf	pdf	6356e135bd58f900086c1da6	10/24/2022
Bylaws	Dris_Bylaws.pdf	pdf	6356e13fbd58f900086c1dba	10/24/2022
Articles of Organization	Dris_Corporation_CF Executed PDIC Attestation.pdf	pdf	63bc419ba0fd020008f5041c	01/09/2023

Massachusetts Business Identification Number: 001535377

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Dris_Plan for Obtaining Liability Insurance.pdf	pdf	6356f135bd58f900086c45b7	10/24/2022
Proposed Timeline	Dris_Delivery Operator Timeline.pdf	pdf	63924212a0fd020008d632fa	12/08/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Dris_Security Plan.pdf	pdf	6356f178a311610008a91041	10/24/2022
Prevention of diversion	Dris_Prevention of Diversion.pdf	pdf	6356f186a311610008a9106b	10/24/2022
Storage	Dris_Storage Plan.pdf	pdf	6356f18ea311610008a9107f	10/24/2022
Transportation	Dris_Transportation Plan.pdf	pdf	6356f196bd58f900086c4779	10/24/2022
Inventory	Dris_Inventory Plan.pdf	pdf	6356f1acbd58f900086c4790	10/24/2022
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Dris_Delivery Plan.pdf	pdf	6356f1b1bd58f900086c47a4	10/24/2022
Procedures for quality control and testing of product for potential contaminants	Dris_Quality Control and Testing.pdf	pdf	6356f1c2a311610008a910c8	10/24/2022
Personnel policies	Dris_Personnel Policies Including Background Checks.pdf	pdf	6356f1cabd58f900086c480d	10/24/2022
Record-keeping procedures	Dris_Recordkeeping.pdf	pdf	6356f1dbbd58f900086c4850	10/24/2022
Maintenance of financial records	Dris_Maintaining of Financial Records.pdf	pdf	6356f1e5a311610008a91160	10/24/2022
A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees	Dris_Qualifications and Training.pdf	pdf	6356f1f1bd58f900086c4956	10/24/2022
Energy compliance plan	Dris_Energy Compliance Plan.pdf	pdf	6356f1f8bd58f900086c496a	10/24/2022
A plan to obtain marijuana and marijuana products	Dris_Plan to Obtain Marijuana and Marijuana Products.pdf	pdf	6356f212a311610008a91222	10/24/2022
A detailed plan for White Labeling	Dris_Plan for White Labeling.pdf	pdf	6356f218a311610008a91236	10/24/2022
Diversity plan	Dris_Diversity Plan.pdf	pdf	63867246522535000835dcb6	11/29/2022
Dispensing procedures	Dris_Plan for Dispensing.pdf	pdf	638fb4da52253500083e7620	12/06/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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 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.:

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

Record 1

Owner First Name: John Owner Last Name: Close Owner Suffix:
Provider Legal Name: Onfleet, Inc. Provider DBA:
Provider Description: Technology/Delivery Software Company
Provider Phone: 415-689-6178 Provider Email: Provider Website: onfleet.com
Provider Address 1: 703 Market Street Provider Address 2:
Provider City: San Francisco Provider State: CA Provider Zip Code: 94103 Provider Country: USA
Provider Mailing Address 1: 703 Market Street Provider Mailing Address 2:
Provider Mailing City: San Francisco Provider Mailing State: CA Provider Mailing Zip Code: 94103 Provider Mailing Country: USA

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	Dris_Onfleet Proposal - Standard Plans.pdf	pdf	638f9f7052253500083e4dc8	12/06/2022

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Dris Corporation

2. Name of applicant's authorized representative:

Christopher Fevry

3. Signature of applicant's authorized representative:

Christopher Fevry

4. Name of municipality:


Town of Natick

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

James Errickson, Town Administrator



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



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

jerrickson@natickma.org

8. Host community agreement execution date:

11/09/22



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Dris Corporation (“Dris”) will remain compliant at all times with the local zoning requirements set forth in the Natick’s Zoning Bylaws. In accordance with Zoning Bylaws Section III-K, Dris’ proposed Marijuana Delivery Operator facility is located in the Industrial Marijuana Overlay (IMo) District designated for Delivery Operators.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

Dris Corporation must apply for a Special Permit and Site Plan Review approval from the Planning Board. The Special Permit will have a term limited to the duration of the applicant’s control and/or use of the Premises as a Marijuana Establishment. The Special Permit will also lapse within three years if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

Dris Corporation must also obtain a local Adult Use Marijuana Establishment License from the Select Board, which must be renewed annually.

Dris will apply for any other local permits required to operate a Marijuana Delivery Operator at the proposed location. Dris will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Delivery Operator facility at Dris’s proposed location.

Dris has already attended several meetings with various municipal officials and boards to discuss Dris’s plans for a proposed Marijuana Delivery Operator facility and has executed a Host Community Agreement with Natick. Dris will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Dris’s Marijuana Delivery Operator facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 11/29/2022
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

11/14/22

b. Name of publication:

Daily News

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

a. Date notice filed:

11/22/22

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

a. Date notice(s) mailed:

11/15/2022

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



Name of applicant:

Dris Corporation

Name of applicant's authorized representative:

Christopher Fevry

Signature of applicant's authorized representative:

DocuSigned by:
Christopher Fevry
6C665BF821F7477...



https://us02web.zoom.us/rec/share/pvl7ShmN4qGo3yBIMVucOETc2yd3WS3BvMiF1z0jCSLbymACm-gtJiG5_g7ZB3TI.4EvLQ9KEEbtEMsA_?startTime=1669760224000

Passcode: 4k0kC1z.

There were 5 attendees.

Public Notices

and audio-visual aids and services will be available upon request.

This notice may also be viewed at www.masspublicnotices.org.

Case #2022-057

Per order of the ZBA Chair

AD#8007340
DN 11/6, 11/13/2022

**LEGAL NOTICE
NOTICE OF PUBLIC
HEARING
TOWN OF ASHLAND**

The Ashland Zoning Board of Appeals will hold a Public Hearing on Tuesday November 22, 2022, at 7:00 PM via a Zoom video conference meeting accessed via: <https://us02web.zoom.us/j/87432693610?pwd=V3B5REZ0F0RhoIRWlWbWp2a3NhbnU0T09p> to hear the petition of Michael Sullivan, requesting a Variance per Chapter 40A, Section 9 of the Massachusetts Zoning Act and Chapter 282, Sections 4 (Dimensions Requirements), and 9.2 (Board of Appeals) of the Ashland Bylaws to allow for the division of one non-conforming lot into three lots, two of which are non-buildable. The property in question is located at 19 Cedar Hill Road, Assessors Map 08, Lot 201 and is within the Residential A Zoning District.

Materials may be viewed at <https://www.ashlandmass.com/543/Current-Cases-Before-the-Planning-and-Zo>. For more information or to submit comments, please contact Emma Snellings at (508) 532-7930 or at esnellings@ashlandmass.com

John Trefethen, Chairman
Ashland Zoning Board of Appeals

AD# 8007492
MWDN 11/07 & 11/14/2022

**NATICK, 20 BROOKDALE ROAD
LEGAL NOTICE
TOWN OF NATICK
ZONING BOARD OF APPEALS**

The Natick Zoning Board of Appeals will hold a Public Hearing on Monday, November 21, 2022, at 6:30 pm in the Select Board Meeting Room, 2nd Floor, Natick Town Hall, 13 East Central Street, Natick, MA, to hear the petition of Nardone Corp. of Southborough, MA, requesting a Modification of the existing ZBA Decision (Case #2022-055) in order to raise the existing roof and construct a one and a half story addition on the pre-existing, non-conforming lot as shown on the plans submitted. The property in question is located at 20 Brookdale Road, Assessors Map 31, Lot 130. The use of the premises is residential.

All are invited and encouraged to review applications and plans prior to the meeting. This can be done by contacting Lauren Michalski, Development Review Planner, via email at lmichalski@natickma.org or by contacting the Community and Economic Development office at 508-647-6450 during normal business hours. A link to the meeting can be found on the agenda posted at www.natickma.gov or by contacting the office as well. Reasonable accommodations and audio-visual aids and services will be available upon request.

This notice may also be viewed at www.masspublicnotices.org.

Case #2022-065

Per order of the ZBA Chair

AD#8007408
DN 11/7, 11/14/2022

**NATICK, 22 BROOKDALE ROAD
LEGAL NOTICE
TOWN OF NATICK
ZONING BOARD OF APPEALS**

The Natick Zoning Board of

Public Notices

Appeals will hold a Public Hearing on Monday, November 21, 2022, at 6:30 pm in the Select Board Meeting Room, 2nd Floor, Natick Town Hall, 13 East Central Street, Natick, MA, to hear the petition of Nardone Corp. of Southborough, MA, requesting a Finding per Chapter 40A, Section 6 of the Massachusetts Zoning Act and Sections IV-B and V-A.2 of the Natick Zoning Bylaws, in order to remove the existing roof and construct a one and a half story addition on the pre-existing, non-conforming lot as shown on the plans submitted. The property in question is located at 22 Brookdale Road, Assessors Map 31, Lot 131. The use of the premises is residential.

All are invited and encouraged to review applications and plans prior to the meeting. This can be done by contacting Lauren Michalski, Development Review Planner, via email at lmichalski@natickma.org or by contacting the Community and Economic Development office at 508-647-6450 during normal business hours. A link to the meeting can be found on the agenda posted at www.natickma.gov or by contacting the office as well. Reasonable accommodations and audio-visual aids and services will be available upon request.

This notice may also be viewed at www.masspublicnotices.org.

Case #2022-062

Per order of the ZBA Chair

AD#8007358
DN 11/7, 11/14/2022

**242 POND ST
LEGAL NOTICE
TOWN OF ASHLAND**

The Ashland Zoning Board of Appeals will hold a Public Hearing on Tuesday November 22, 2022, at 7:00 PM via a Zoom video conference meeting accessed via: <https://us02web.zoom.us/j/87432693610?pwd=V3B5REZ0F0RhoIRWlWbWp2a3NhbnU0T09p> to hear the petition of Walter Torres, requesting a Special Permit and Variance per Chapter 40A, Section 9 of the Massachusetts Zoning Act and Chapter 282, Sections 3 (Principal Uses), 4 (Dimensions Requirements), 7.1 (Dwelling Conversion) and 9.3 (Special Permits) of the Ashland Bylaws to allow for the conversion of a single family dwelling into a two family dwelling. The property in question is located at 242 Pond Street, Assessors Map 26, Lot 246 and is within the Zoning District and Pond Street Mixed Use Overlay District.

Materials may be viewed at <https://www.ashlandmass.com/543/Current-Cases-Before-the-Planning-and-Zo>. For more information or to submit comments, please contact Emma Snellings at (508) 532-7930 or at esnellings@ashlandmass.com

John Trefethen, Chairman
Ashland Zoning Board of Appeals

AD# 8007759
MWDN 11/07 & 11/14/2022

**NATICK, 38 CURTIS ROAD
LEGAL NOTICE
TOWN OF NATICK
ZONING BOARD OF APPEALS**

The Natick Zoning Board of Appeals will hold a Public Hearing on Monday, November 21, 2022, at 6:30 pm in the Select Board Meeting Room, 2nd Floor, Natick Town Hall, 13 East Central Street, Natick, MA, to hear the petition of Derek Wheeler of Natick, MA, requesting a Finding per Chapter 40A, Section 6 of the Massachusetts Zoning Act and Sections IV-B and V-A.2 of the Natick Zoning Bylaws, in order to demolish the existing single family dwelling and construct a new single family dwelling. The prop-

Public Notices

erty in question is located at 38 Curtis Road, Assessors Map 32, Lot 121. The use of the premises is residential.

All are invited and encouraged to review applications and plans prior to the meeting. This can be done by contacting Lauren Michalski, Development Review Planner, via email at lmichalski@natickma.org or by contacting the Community and Economic Development office at 508-647-6450 during normal business hours. A link to the meeting can be found on the agenda posted at www.natickma.gov or by contacting the office as well. Reasonable accommodations and audio-visual aids and services will be available upon request.

This notice may also be viewed at www.masspublicnotices.org.

Case #2022-058

Per order of the ZBA Chair

AD#8007313
DN 11/7, 11/14/2022

**NATICK, 44 BEAVER DAM ROAD
LEGAL NOTICE
TOWN OF NATICK
ZONING BOARD OF APPEALS**

The Natick Zoning Board of Appeals will hold a Public Hearing on Monday, November 21, 2022, at 6:30 pm in the Select Board Meeting Room, 2nd Floor, Natick Town Hall, 13 East Central Street, Natick, MA, to hear the petition of Trosk, Inc. of Southborough, MA, requesting a Finding per Chapter 40A, Section 6 of the Massachusetts Zoning Act and Sections IV-B and V-A.2 of the Natick Zoning Bylaws, in order to demolish the existing single family dwelling and construct a new single family dwelling. The property in question is located at 44 Beaver Dam Road, Assessors Map 41, Lot 7. The use of the premises is residential.

All are invited and encouraged to review applications and plans prior to the meeting. This can be done by contacting Lauren Michalski, Development Review Planner, via email at lmichalski@natickma.org or by contacting the Community and Economic Development office at 508-647-6450 during normal business hours. A link to the meeting can be found on the agenda posted at www.natickma.gov or by contacting the office as well. Reasonable accommodations and audio-visual aids and services will be available upon request.

This notice may also be viewed at www.masspublicnotices.org.

Case #2022-061

Per order of the ZBA Chair

AD#8007362
DN 11/7, 11/14/2022

**450 BOSTON POST RD.
LEGAL NOTICE**

DISH Wireless LLC is proposing to install new wireless telecommunications antennas on an existing building located at 450 Boston Post Road, Marlborough, Middlesex County, MA. The new facility will consist of the collocation of antennas at 49ft 6in above ground level on the roof of the 36ft 6in tall building (52ft 6in to top of highest appurtenance). Any interested party wishing to submit comments regarding the potential effects the proposed facility may have on any historic property may do so by sending such comments to: Project 6122010211 - MB EBI Consulting, 21 B Street, Burlington, MA 01803, or at (717) 472-3070.

AD#8047887
DN 11/14/22

PHOTOS say more than words, add a PHOTO to your ad!

Public Notices

**NATICK, 55 SUMMER STREET
LEGAL NOTICE
TOWN OF NATICK
ZONING BOARD OF APPEALS**

The Natick Zoning Board of Appeals will hold a Public Hearing on Monday, November 21, 2022, at 6:30 pm in the Select Board Meeting Room, 2nd Floor, Natick Town Hall, 13 East Central Street, Natick, MA, to hear the petition of Marcus Stewart of Natick, MA, requesting a Modification of one year extension of the existing ZBA Decision (Case #2021-022) in order to add an attic dormer on the previously approved single family dwelling. The property in question is located at 55 Summer Street, Assessors Map 43, Lot 373. The use of the premises is residential.

All are invited and encouraged to review applications and plans prior to the meeting. This can be done by contacting Lauren Michalski, Development Review Planner, via email at lmichalski@natickma.org or by contacting the Community and Economic Development office at 508-647-6450 during normal business hours. A link to the meeting can be found on the agenda posted at www.natickma.gov or by contacting the office as well. Reasonable accommodations and audio-visual aids and services will be available upon request.

This notice may also be viewed at www.masspublicnotices.org.

Case #2022-060

Per order of the ZBA Chair

AD#8007287
DN 11/7, 11/14/2022

**NATICK, 60 WALNUT STREET
LEGAL NOTICE
TOWN OF NATICK
ZONING BOARD OF APPEALS**

The Natick Zoning Board of Appeals will hold a Public Hearing on Monday, November 21, 2022, at 6:30 pm in the Select Board Meeting Room, 2nd Floor, Natick Town Hall, 13 East Central Street, Natick, MA, to hear the petition of Patrick Eneman, Dorothée Collins of Natick, MA, requesting a Finding per Chapter 40A, Section 6 of the Massachusetts Zoning Act and Sections IV-B and V-A.2 of the Natick Zoning Bylaws, in order to contract the pre-existing, non-conforming lot, as shown on the plans submitted. The Petitioners are also requesting a modification of the existing ZBA Decision (Case #2003-015). The property in question is located at 60 Walnut Street, Assessors Map 35, Lot 83. The use of the premises is residential.

All are invited and encouraged to review applications and plans prior to the meeting. This can be done by contacting Lauren Michalski, Development Review Planner, via email at lmichalski@natickma.org or by contacting the Community and Economic Development office at 508-647-6450 during normal business hours. A link to the meeting can be found on the agenda posted at www.natickma.gov or by contacting the office as well. Reasonable accommodations and audio-visual aids and services will be available upon request.

This notice may also be viewed at www.masspublicnotices.org.

Case #2022-056

Per order of the ZBA Chair

AD#8007434
DN 11/7, 11/14/2022

**NATICK, 7 HEMLOCK DRIVE
LEGAL NOTICE
TOWN OF NATICK
ZONING BOARD OF APPEALS**

The Natick Zoning Board of Appeals will hold a Public

Public Notices

Hearing on Monday, November 21, 2022, at 6:30 pm in the Select Board Meeting Room, 2nd Floor, Natick Town Hall, 13 East Central Street, Natick, MA, to hear the petition of Nardone Corp. of Southborough, MA, requesting a Modification of the existing ZBA Decision (Case #2022-046) in order to raise the existing roof and construct a one and a half story addition on the pre-existing, non-conforming lot as shown on the plans submitted. The property in question is located at 7 Hemlock Drive, Assessors Map 31, Lot 74. The use of the premises is residential.

All are invited and encouraged to review applications and plans prior to the meeting. This can be done by contacting Lauren Michalski, Development Review Planner, via email at lmichalski@natickma.org or by contacting the Community and Economic Development office at 508-647-6450 during normal business hours. A link to the meeting can be found on the agenda posted at www.natickma.gov or by contacting the office as well. Reasonable accommodations and audio-visual aids and services will be available upon request.

This notice may also be viewed at www.masspublicnotices.org.

Case #2022-064

Per order of the ZBA Chair

AD#8007387
DN 11/7, 11/14/2022

**MILFORD, 26 PARKHURST STREET
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS**

**LAND COURT
DEPARTMENT OF THE TRIAL COURT
Docket 22 SM 00351
ORDER OF NOTICE**

To: Joseph J. Petak Individually and as Personal Representative of the Estate of Michael J. Petak; Edmond J. Petak; J. Caroline Jacobson and all persons claiming to be entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 30 (390) (et seq.); U.S. Bank Trust National Association, as Trustee, for MEB Loan Trust IV, claiming to have an interest in a Mortgage covering real property in Milford, numbered 26 Parkhurst Street, given by Michael J. Petak to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns, dated April 3, 2007, and recorded in Worcester County (Worcester District) Registry of Deeds Book 40963, Page 388, and now held by plaintiff by assignment, hushave 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 the 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 December 12, 2022, or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness, GORDON H. PIPER, Chief Justice of this court on October 25, 2022.

Attest: Deborah J. Patterson
Recorder
21-003518

AD#7965008
DN 11/14/2022

Public Notices

MARIJUANA
LEGAL NOTICE
Dris Corporation

PLACE OF MEETING

VIRTUAL MEETING
<https://us02web.zoom.us/j/88440298144>
Zoom Meeting Telephone Dial In: +1 646 558 8656; Meeting ID: 884 4029 8144

DATE AND TIME

Tuesday, November 29, 2022
5:30 PM

AGENDA

Notice is hereby given that Dris Corporation will hold a Virtual Community Outreach Meeting on November 29, 2022 at 5:30 PM to discuss the proposed operation of an Adult Use Marijuana Delivery Operator of 14 Tech Circle in Natick, MA 01760.

Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 93C CMR 500.000 et seq. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by visiting YCNPatick.square-space.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance via email to chris@yourgreenpatriot.co or as asked during the meeting.

Join Zoom Meeting: <https://us02web.zoom.us/j/88440298144>

Zoom Meeting Telephone Dial In: +1 646 558 8656; Meeting ID: 884 4029 8144

DN 11/14/22

AD#8047687

DN 11/14/22

**PROPERTY TAX
CLASSIFICATION
LEGAL NOTICE
FRANKLIN TAX HEARING
NOTICE OF PUBLIC
HEARING
PROPERTY TAX
CLASSIFICATION**

The Franklin Town Council will hold a Public Hearing in the Council Chambers of the Municipal Building, 355 East Central Street, Franklin, MA on Wednesday, November 30, 2022 at 7:00 PM, on the issue of allocating the local property tax levy among the 5 property classes for the Fiscal Year 2023. The hearing will provide an open forum for the discussion of local property tax policy. Interested taxpayers may present oral or written information on their views.

Prior to the setting of the tax rate, the Town Council must adopt a Residential Factor following which the Council selects the percentage of the levy to be borne by Commercial, Industrial and Personal Property.

Citizens are welcome to attend public meetings in person. Additionally, citizens will be able to continue to participate remotely via email OR Zoom. Residents can visit the Town Website (Franklinma.gov) and click on the www.franklinma.gov link for up to date information on how to access the meeting. If you have any questions, please call the Town Administrator's office at (508) 528-4549.

Submitted by,
Alicia Aitvne
Assistant to the Town
Administrator

#8052089
DN 11/14/22



**SEEK YOUR CAR
ADVERTISE
GET A JOB
FOR YOUR HOUSE
BUY A BOAT
FIND A REAR
GET A MASSAGE
HIRE A HANDYMAN**

Check out the classified section everyday.

From: [Bridgette Nikisher](#)
To: [Diane Packer](#)
Subject: Notice of Community Outreach Meeting- Dris Corporation
Date: Tuesday, November 22, 2022 4:42:59 PM
Attachments: [image001.png](#)
[image003.png](#)
[Dris Corporation - Natick Community Outreach Notice \(Natick Template\)\(November 2022\).pdf](#)
[image002.png](#)

Hi,

I hope this email finds you well. Attached, please find a notice of public meeting. Should additional information be required, please don't hesitate to ask.

I would be appreciative if you are able to kindly confirm receipt.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
She/Her/Hers

Vicente Sederberg LLP
Cell: 914-483-8836
Direct: 917-398-0685
b.nikisher@vicentesederberg.com
VicenteSederberg.com
[Confidentiality Notice](#)



From: [Bridgette Nikisher](#)
To: [James Errickson](#)
Subject: Notice of Community Outreach Meeting - Dris Corp
Date: Tuesday, November 22, 2022 4:41:36 PM
Attachments: [image001.png](#)
[image003.png](#)
[Dris Corporation - Natick Community Outreach Notice \(Natick Template\)\(November 2022\).pdf](#)
[image002.png](#)

Hi,

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Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
She/Her/Hers

Vicente Sederberg LLP
Cell: 914-483-8836
Direct: 917-398-0685
b.nikisher@vicentesederberg.com
VicenteSederberg.com
[Confidentiality Notice](#)



From: [Bridgette Nikisher](#)
To: ["Selectboard@natickma.org"](mailto:Selectboard@natickma.org)
Subject: Notice of Community Outreach Meeting - Dris Corp
Date: Tuesday, November 22, 2022 4:42:02 PM
Attachments: [image001.png](#)
[image003.png](#)
[Dris Corporation - Natick Community Outreach Notice \(Natick Template\)\(November 2022\).pdf](#)
[image002.png](#)

Hi,

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Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
She/Her/Hers

Vicente Sederberg LLP
Cell: 914-483-8836
Direct: 917-398-0685
b.nikisher@vicentesederberg.com
VicenteSederberg.com
[Confidentiality Notice](#)



From: [Bridgette Nikisher](#)
To: ["aloomis@natickma.org"](mailto:aloomis@natickma.org)
Subject: Notice of Community Outreach Meeting- Dris Corporation
Date: Tuesday, November 22, 2022 4:42:33 PM
Attachments: [image001.png](#)
[image003.png](#)
[Dris Corporation - Natick Community Outreach Notice \(Natick Template\)\(November 2022\).pdf](#)
[image002.png](#)

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I would be appreciative if you are able to kindly confirm receipt.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
She/Her/Hers

Vicente Sederberg LLP
Cell: 914-483-8836
Direct: 917-398-0685
b.nikisher@vicentesederberg.com
VicenteSederberg.com
[Confidentiality Notice](#)



POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A, §§ 18-25

Dris Corporation

PLACE OF MEETING

VIRTUAL MEETING

<https://us02web.zoom.us/j/88440298144>

Zoom Meeting Telephone Dial In:

+1 646 558 8656; Meeting ID: 884 4029 8144#

DAY, DATE AND TIME

Tuesday, November 29, 2022

5:30 PM

AGENDA

Notice is hereby given that Dris Corporation will hold a Virtual Community Outreach Meeting on **November 29, 2022** at 5:30 PM to discuss the proposed operation of an Adult Use Marijuana Delivery Operator at 16 Tech Circle in Natick, MA 01760.

Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by visiting YGPNatick.squarespace.com.

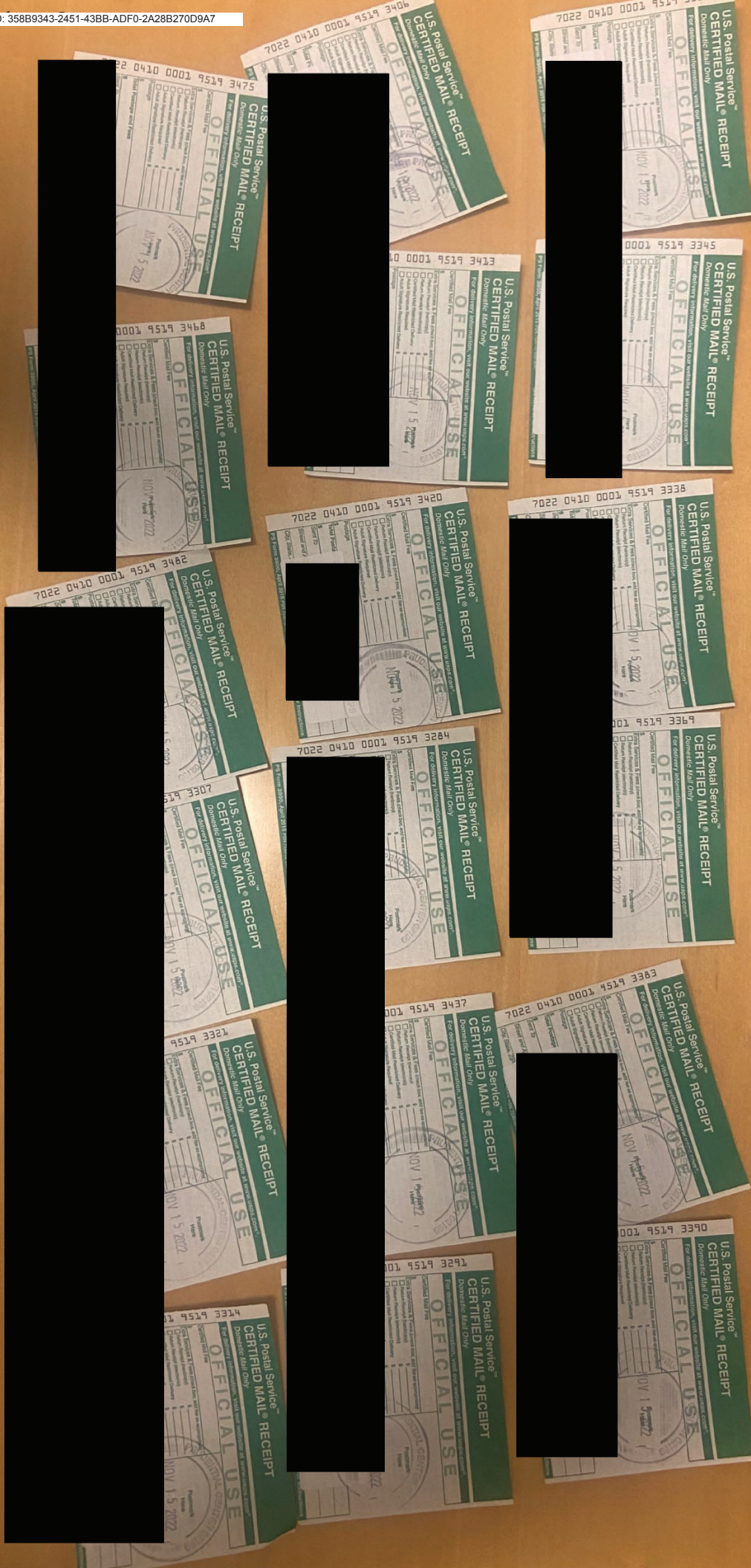
Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing chris@yourgreenpackage.com or asked during the meeting.

--

Join Zoom Meeting: <https://us02web.zoom.us/j/88440298144>

Zoom Meeting Telephone Dial In: +1 646 558 8656; Meeting ID: 884 4029 8144#

SUBMITTED BY



POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A, §§ 18-25

Dris Corporation

PLACE OF MEETING

VIRTUAL MEETING

<https://us02web.zoom.us/j/88440298144>

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Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing chris@yourgreenpackage.com or asked during the meeting.

--

Join Zoom Meeting: <https://us02web.zoom.us/j/88440298144>

Zoom Meeting Telephone Dial In: +1 646 558 8656; Meeting ID: 884 4029 8144#

SUBMITTED BY

From: Diane Packer <dpacker@natickma.org>
Sent: Wednesday, January 25, 2023 1:50 PM
To: Bridgette Nikisher <b.nikisher@vicentesederberg.com>
Cc: Amanda Loomis <aloomis@natickma.org>
Subject: Re: Virtual Community Outreach Meeting

yes that is fine but they still need to posted and have all the available information for anyone to log into.

d

Diane

Diane Packer
Town Clerk
dpacker@natickma.org
(508) 647-6432

The Town Clerk's office is open Monday-Wednesday 8 AM-5 PM; Thursday 8 AM-7 PM; Friday 8 AM-12:30 PM.

Please remember when responding or writing that the Secretary of the State's Office has determined that e-mail is a public record.

On Wed, Jan 25, 2023 at 1:27 PM Bridgette Nikisher <b.nikisher@vicentesederberg.com> wrote:

Hi,

I am reaching out to inquire as to whether it is acceptable to the Town of Natick for potential cannabis establishments to host virtual Community Outreach Meetings.

Thank you.

Bridgette Nikisher

*Strategic Affairs Specialist
She/Her/Hers*

Vicente Sederberg LLP

Cell: 914-483-8836

Direct: 917-398-0685

b.nikisher@vicesederberg.com

VicenteSederberg.com

[Confidentiality Notice](#)





Dris Corporation Positive Impact Plan:

Goal #1 - Financial Literacy: Increase financial literacy levels among young adults (21+) in Commission-designated disproportionately impacted areas, including the City of Brockton, by hosting a financial literacy course. The goal of the course will be to see a 30% increase in comfortability and knowledge of financial topics among participants.

Programs: Once a year Dris will host an online / in person financial literacy course targeted towards individuals in disproportionately impacted communities, with a particular emphasis on the nearby community of Brockton. We will publicize the course through our social media pages and share it with our customer mailing list. The financial literacy course will focus on subjects including:

- Taxes
- Creating your own LLC
- Starting a business
- How to save
- The importance of investing and how to start early.

Measurement and Accountability:

Upon receipt of a Provisional License and each year thereafter upon renewal, we will ensure the following:

- **Number of courses held:** Must be no less than 1
- **Number of participants:** Must be able to accommodate no fewer than 20
- **Proficiency level:** At the start of the course we will take a survey on student's proficiency in subject areas. Then at the end of the course we will take another survey to measure the student's improvement. We'd like to see a 30% + increase in comfortability and knowledge of the subjects taught in the course.

Goal #2 - Hiring: Hire 20% of the workforce from Boston (within those specific census tracts identified by the Commission¹) & Brockton.

Programs: Dris will post job listings targeting those areas (which will include, inter alia, advertisements in the Brockton Enterprise).

Measurement & Accountability:

Upon receipt of a Provisional License and each year thereafter upon renewal, we will assess how many of our hires came from disproportionately impacted areas. We will also measure

¹ Boston Census Tracts 8.03, 101.03, 101.04, 103, 104.04, 104.05, 607, 610, 611.01, 702, 712.01, 803, 611.01, 702, 712.01, 803, 611.01, 804.01, 805, 806.01, 808.01, 815, 817, 818, 819, 820, 821, 901, 902, 903, 904, 906, 912, 914, 917, 918, 919, 920, 923, 924, 1001, 1002, 1006.01, 1010.01, 1011.01, 1011.02, 1102.01, 1205, 9801.01, 9803, 9811, 9817, 9818.



which was the most effective method for hiring from these areas and make adjustments accordingly.

Disclaimers:

- Dris will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Dris will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

D
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUST BE TYPED

- (1) Exact name of other entity: Faded, LLC
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:
Dris Corporation
- (3) The plan of entity conversion was duly approved in accordance with the organic law of the other entity.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Dris Corporation

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:*

To deliver cannabis as a Marijuana Courier pursuant to M.G.L. c. 94G and any other purpose for which a corporation may be formed in the Commonwealth of Massachusetts.

Dris Corporation is licensed to engage in the business activities described in these Articles of Entity Conversion.



Shawn Collins
Executive Director
Cannabis Control Commission

* Professional corporations governed by G.L. Chapter 156A must specify the professional activities of the corporation.

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Class A CS	51,000			
Class B CS	49,000			

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

See Article IV Continuation Sheet.

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See Article VI Continuation Sheet.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
30 Hemlock Street Brockton, MA 02302
- b. The name of its initial registered agent at its registered office:
REGISTERED AGENTS INC.
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Christopher Fevry

Treasurer: Lourdharry Pauyo

Secretary: Lourdharry Pauyo

Director(s): John Muise; Christopher Fevry; Lourdharry Pauyo

If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
The delivery of cannabis pursuant to Massachusetts law.
- f. The street address of the principal office of the corporation:
30 Hemlock Street Brockton, MA 02302
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

30 Hemlock Street Brockton, MA 02302, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed by: Christopher Fevry,
(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 14th day of September, 2021

ARTICLE IV CONTINUATION SHEET

1. Definitions:

(a) "Affected Person" means any holders of Securities, or any elected, appointed or qualified director or officer of the Company, who either: (i) in the good faith determination of the Disinterested Directors; or (ii) by a determination (whether or not such determination is final, binding or non-appealable) by any Regulatory Authority:

(i) breaches any Regulatory Law, the conditions of any Regulatory Authority, or the conditions of any Regulatory Licenses;

(ii) is not suitable, not eligible or otherwise is not qualified with respect to: (1) any Regulated Activities; (2) any Regulatory Licenses; or (3) owning or controlling any Securities or its position as a director or officer of the Company, as applicable;

(iii) fails to be found suitable, eligible or otherwise qualified pursuant to any Regulatory Laws (including by the applicable Regulatory Authority) by the applicable deadline in accordance with Regulatory Laws; provided, however, such failure, in the good faith determination of the Disinterested Directors, precludes or materially delays, jeopardizes, impedes or impairs, or imposes materially burdensome terms and condition on, the ability of the Company or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License;

(iv) causes, or would reasonably be likely to cause, any Regulatory License to be lost, rejected, rescinded, suspended, revoked, not renewed or not reinstated by any Regulatory Authority; or

(v) is otherwise reasonably expected to preclude or materially delay, jeopardize, impede or impair, or impose materially burdensome terms and conditions on, the ability of the Company or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License.

(b) "Company" means Dris Corporation

(c) "Disinterested Directors" means, with respect to any person or entity, those directors of the Company that have no material direct or indirect financial interest in or with respect to such person or entity. For the avoidance of doubt, any director of the Company that is designated to such position by any person or entity, or is an officer, director, employee or is otherwise engaged by such person or entity, shall not be deemed a Disinterested Director with respect to such person or entity.

(d) "Regulated Activities" means any activities or intended activities of the Company and its subsidiaries' businesses that pursuant to applicable state and local laws requires a license or franchise (including, without limitation, permit, approval, order,

authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualification) from a state or local governmental agency to conduct such activities, including without limitation the cultivation, harvesting, manufacturing, production, marketing, commercialization, distribution, transfer, sale and/or possession of cannabis or related substances, or products, activities or services containing or relating to the same.

(e) “Regulatory Authorities” means any state or local regulatory or licensing bodies, instrumentalities, departments, commissions, authorities, boards, officials, tribunals and agencies with authority over or responsibility for the regulation or licensing of Regulated Activities within any applicable state, local or tribal jurisdiction for Regulated Activities, including without limitation the Massachusetts Cannabis Control Commission.

(f) “Regulatory Laws” means any applicable state and local laws, statutes and ordinances requiring a license or franchise (including, without limitation, permit, approval, order, authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualifications) for Regulated Activities and all orders, decrees, rules and regulations promulgated thereunder, and all policies and interpretations of the applicable Regulatory Authorities of such laws, statutes, ordinances, orders, decrees, rules, and regulations.

(g) “Regulatory Licenses” any licenses or franchises (including, without limitation, permits, approvals, orders, authorizations, registrations, findings of suitability, exemptions, certifications, clearances, waivers and similar qualifications) from Regulatory Authorities or pursuant to Regulatory Laws.

(h) “Regulatory Redemption Date” means the date directed by a Regulatory Authority and, if not so directed, fixed by the Disinterested Directors for the redemption of Securities pursuant to this ARTICLE IV.

(i) “Regulatory Redemption Date” means the date directed by a Regulatory Authority and, if not so directed, fixed by the Disinterested Board for the redemption of Shares and Share Equivalents pursuant to the Shareholder Agreement.

(j) “Regulatory Redemption Notice” means that notice of redemption delivered by the Company pursuant to the Shareholder Agreement to an Affected Person if the applicable Regulatory Authority so requires the Company, or if the Disinterested Board deems it necessary or advisable, to redeem such Affected Person’s Shares and Share Equivalents. Each Regulatory Redemption Notice shall set forth: (a) the Regulatory Redemption Date; (b) the number and type of Shares to be redeemed; (c) the Regulatory Redemption Price and the manner of payment therefor; (d) if applicable, the manner and place where any certificates for such Shares (if any) shall be surrendered for payment; and (e) any other terms and conditions imposed by the applicable Regulatory Authority or the Disinterested Board.

(k) "Regulatory Redemption Price" shall mean the per Share or Share Equivalent price for the redemption of any Shares and Share Equivalents to be redeemed pursuant to the Shareholder Agreement, which shall be: (a) the price (if any) required to be paid by the applicable Regulatory Authority, or (b) if no such price is required, the amount arrived at pursuant to the Company and the Affected Person determining the Fair Market Value of the Affected Person's Shares by a mutually-agreed upon third party appraisal (*provided, however*, that if the Affected Person and the Company cannot agree on a third party appraiser, they shall both individually choose and pay for their own appraisals, and if each such appraisal is within ten percent (10%) of the other, then the value of the Affected Person's Shares shall be the average of such two (2) appraisals, however in the event that such two (2) appraisals diverge by greater than ten percent (10%), then the two (2) appraisers respectively chosen by the Affected Person and the Company shall identify a third appraiser to perform an appraisal of the Affected Person's Shares, and the value of the Affected Person's Shares shall be the average of the closest two (2) of the three (3) appraisals).

(l) "Securities" means the shares of the Company and any security or obligation that is by its terms, directly or indirectly, convertible into, exchangeable or exercisable for such shares, and any option, warrant or other right to subscribe for, purchase or acquire such shares.

(m) "Transfer" means, with respect to any Securities, any direct or indirect assignment, sale, exchange, transfer, tender or other disposition of such Securities or any interest therein, whether voluntary or involuntary, by operation of law or otherwise (and includes any sale or other disposition in any one transaction or series of transactions and the grant or transfer of an option or derivative security covering such Securities), and any agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing.

2. Compliance with Regulatory Laws:

(a) Compliance. All Securities shall be held subject to the restrictions and requirements of all Regulatory Laws. Each individual or entity owning or controlling Securities and each individual elected, appointed or qualified as a director or officer of the Company, shall comply with all Regulatory Laws including: (i) filing required applications for Regulatory Licenses; (ii) providing all information regarding such Person as may be requested or required by Regulatory Authorities (including in connection with any application for a Regulatory License); and (iii) responding to written or oral questions or inquiries from any Regulatory Authorities. Any individual or entity who owns or controls ten percent (10%) or more of any class or series of the Securities shall promptly notify the Company of such fact.

(b) Consents. Any individual or entity owning or controlling Securities, by virtue of such ownership or control, and any individual elected, appointed or qualified as a director or officer of the Company, by virtue of such election, appointment, or qualification

consents to: (i) the performance of any personal background investigation that may be required by any Regulatory Authorities or Regulatory Laws; and (ii) the disclosure by the Company of any information regarding such Person required by Regulatory Authorities or Regulatory Laws without the need to obtain approval from such individual or entity.

(c) Transfers. Any Transfer of Securities shall be subject to the requirements of all Regulatory Laws, including that such Transfer may be subject to the prior approval of the Regulatory Authorities, and any purported Transfer thereof in violation of such requirements shall be void and of no effect.

(d) Disclosure Obligation. In the event that any individual or entity owning or controlling Securities or any individual elected, appointed or qualified as a director or officer of the Company has experienced an event or circumstance, or otherwise reasonably believes, that such individual or entity may meet any condition to be deemed an Affected Person or has knowledge that any other individual or entity owning or controlling Securities or any other individual elected, appointed or qualified as a director or officer of the Company has experienced an event or circumstance, or otherwise may meet any condition to be deemed an Affected Person, such individual or entity shall promptly notify the Company of the relevant details. Upon receipt of such notice, the Disinterested Directors may, but are not obligated to, permit the applicable individual or entity a specified period of time (as determined by the Disinterested Directors) to take all actions to cure such condition or otherwise determine that such individual or entity is an Affected Person.

(e) Shareholder as an Affected Person. Upon any determination that any individual or entity owning or controlling Securities is an Affected Person, the Disinterested Directors may determine that the Affected Person is permitted to Transfer its Securities to an individual or entity approved by the Disinterested Directors (provided, however, that such Transfer is permitted by the applicable Regulatory Authorities (if any) and such transferee and Transfer otherwise comply with the applicable requirements of this Article IV(2)). If the Disinterested Directors determine that such Affected Person shall not be permitted to Transfer its Securities, such applicable Securities shall be subject to redemption in accordance with Article IV(3).

(f) Director or Officer as an Affected Person. Upon any determination that any individual elected, appointed or qualified as a director or officer of the Company is an Affected Person, the Company shall, and the stockholders shall then cause the Company to, remove such director or officer as promptly as possible or as otherwise directed by the applicable Regulatory Authority.

3. Regulatory Redemption:

(a) The provisions of Section 2.01, Section 2.02, Section 2.03, and Section 2.04 of the Shareholder Agreement shall not apply to any Transfer or redemption of any Share or Share Equivalents pursuant to a Regulatory Redemption. Upon receipt of a notice that a Shareholder may meet any condition to be deemed an Affected Person, such Shareholder

shall have thirty (30) days from the receipt thereof (to the extent permitted by any Regulatory Laws, including by the applicable Regulatory Authority), at such Shareholder's sole election, to take all actions, at such Shareholder's costs, to cure such condition. Upon the expiration of such period of time, if such Shareholder has not cured such condition, the Disinterested Board shall promptly make a determination regarding such Shareholder as an Affected Person.

(b) Upon any determination that a Shareholder is an Affected Person, the Disinterested Board may determine that the Affected Person is permitted to Transfer its Shares and Share Equivalents to an individual or entity approved by the Disinterested Board (*provided, however*, that such Transfer is permitted by any Regulatory Laws, including by the applicable Regulatory Authority) and such Transfer otherwise complies with the provisions of this Agreement. If the Disinterested Board determines that such Affected Person shall not be permitted to Transfer its Shares and Share Equivalents, such applicable Shares and Share Equivalents shall be subject to redemption in accordance with Section 2.05(c) through Section 2.05(h) of the Shareholder Agreement.

(c) The Shares and Share Equivalents owned or controlled by an Affected Person shall be redeemable by the Company, subject to applicable law, as directed by a Regulatory Authority and, if not so directed, as and to the extent deemed necessary or advisable by the Disinterested Board, in which event the Company shall deliver a Regulatory Redemption Notice to the Affected Person and shall redeem the Shares and Share Equivalents on the Regulatory Redemption Date and for the Regulatory Redemption Price set forth in the Regulatory Redemption Notice. To the extent that the redemption of less than all of the Shares and Share Equivalents held by an Affected Person would address the deficiency, the Board may determine, in their discretion, to redeem only such Shares and Share Equivalents to address the deficiency and such Shares and Share Equivalents shall be selected in such manner as shall be determined by the Disinterested Board. In accordance with the requirements of the Regulatory Redemption Notice, such Affected Person shall surrender the certificate(s), if any, representing the Shares and Share Equivalents to be so redeemed.

(d) From and after the Regulatory Redemption Date, the Shares and Share Equivalents owned or controlled by the Affected Person that will be redeemed shall no longer be deemed to be outstanding, all rights of such Affected Person in such Shares and Share Equivalents, other than the right to receive the Regulatory Redemption Price, shall cease and, if such Shares and Share Equivalents represent all of the Shares and Share Equivalents owned or controlled by the Affected Person, such Affected Person shall cease to be a Shareholder, partner or owner, as applicable, of the Company with respect to such Shares and Share Equivalents.

(e) The Company may pay the Regulatory Redemption Price in any combination of cash, property or rights, as required by the applicable Regulatory Authority and, if not so required, as determined by the Disinterested Board; *provided, however*, that in the event the Company elects to pay all or any portion of the Regulatory Redemption

Price with a promissory note, such promissory note shall be unsecured notes of the Company, shall be subordinated to all existing and future indebtedness of the Company, and shall contain such other terms and conditions as the Disinterested Board determine, in their discretion, to be necessary or advisable, and the terms of such promissory note shall include equal regular payments, not less than annually, and shall be reasonable and customary for a transaction of this type; and *provided, further*, that the Company may require a deferral period on commencement of payments under such promissory note, not to exceed one (1) year.

(f) Upon the redemption of the applicable Shares and Share Equivalents, the Company may, subject to compliance with the provisions of this Agreement, reissue, cancel, or hold such Shares and Share Equivalents.

(g) Except as required by a Regulatory Authority, nothing in this section shall be deemed or construed to require the Company to redeem or repurchase any Shares and Share Equivalents owned or controlled by an Affected Person.

(h) The Disinterested Board shall have the exclusive right to interpret all issues arising under this section, and any determination of the Disinterested Board under this section or by a Regulatory Authority (whether or not such determination is final, binding, or non-appealable) shall be final, binding and conclusive determination for all purposes of this section. The Disinterested Board may also impose additional terms and conditions in connection with any redemption under this section and, from time to time, may adopt such other provisions and procedures in furtherance of this section. In the event there is no Disinterested Board, the Company and the Affected Person jointly shall appoint an independent individual within forty-five (45) days.

4. Interpretation; Miscellaneous:

(a) Interpretation. The Disinterested Directors shall have the exclusive right to interpret all issues arising under this ARTICLE IV, and any determination of the Disinterested Directors under this ARTICLE IV or by a Regulatory Authority (whether or not such determination is final, binding, or non-appealable) shall be final, binding and conclusive determination for all purposes of this ARTICLE IV. The Disinterested Directors may also impose additional terms and conditions in connection with any redemption under this ARTICLE IV and, from time to time, may adopt such other provisions and procedures in furtherance of this ARTICLE IV. The Bylaws may also include provisions and procedures in furtherance of this ARTICLE IV.

(b) Waiver. Except as may be required by any Regulatory Law or Regulatory Authority, the Disinterested Directors may waive any of the rights of the Company or any restrictions contained in this ARTICLE IV in any instance in which and to the extent the Disinterested Directors determines that a waiver would be in the best interests of the Company.

(c) Legends. The restrictions set forth in this ARTICLE IV shall be noted conspicuously on any certificate evidencing the Securities in accordance with the requirements of applicable law and any applicable Regulatory Laws.

(d) Severability. If any provision of this ARTICLE IV or the application of any such provision to any person or entity or under any circumstance shall be held invalid, illegal, or unenforceable in any respect by a Regulatory Authority or court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this ARTICLE IV.

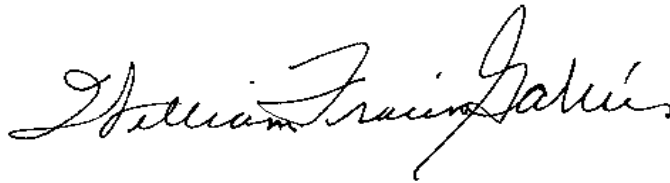
ARTICLE VI CONTINUATION SHEET

- A. Limitation of Director Liability. Except as required by applicable law, no Director of the corporation shall have any personal liability to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. The preceding sentence shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date upon which such provision becomes effective.
- B. Indemnification. The Corporation shall, to the extent permitted by G.L c. 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors, and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding, or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. The indemnification rights provided herein (i) shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any law, agreement, vote of shareholders or otherwise; and (ii) shall inure to the benefit of the heirs, executors and administrators of such persons entitled to indemnification. The Corporation may, to the extent authorized from time to time by the board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth herein.
- C. Partnership. The corporation may be a partner to the maximum extent permitted by law.
- D. Minimum number of directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.
- E. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.
- F. Authorization of directors to make, amend or repeal Bylaws. The board of directors may make, amend or repeal the Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the Bylaws requires action by the shareholders.

THE COMMONWEALTH OF MASSACHUSETTS

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

September 30, 2021 10:48 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

D
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Restated Articles of Organization (General Laws Chapter 156D, Section 10.07; 950 CMR 113.35)

FORM MUST BE TYPED

(1) Exact name of corporation: Dris Corporation

(2) Registered office address: 30 Hemlock Street, Brockton, MA, 02302
(number, street, city or town, state, zip code)

(3) Date adopted: July 20, 2022
(month, day, year)

(4) Approved by:

(check appropriate box)

☐ the directors without shareholder approval and shareholder approval was not required;

OR

☒ the board of directors and the shareholders in the manner required by G.L. Chapter 156D and the corporation's articles of organization.

(5) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02 except that the supplemental information provided for in Article VIII is not required:*

ARTICLE I

The exact name of the corporation is:

Dris Corporation

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:**

To deliver cannabis as a Marijuana Courier pursuant to MGL c. 94G and any other purpose for which a corporation may be formed in the Commonwealth of Massachusetts

* Changes to Article VIII must be made by filing a statement of change of supplemental information form.

** Professional corporations governed by G.L. Chapter 156A and must specify the professional activities of the corporation.

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	150,000			
Preferred	15,000			

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

See Continuation Sheet

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See Continuation Sheet

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

It is hereby certified that these restated articles of organization consolidate all amendments into a single document. If a new amendment authorizes an exchange, or effects a reclassification or cancellation, of issued shares, provisions for implementing that action are set forth in these restated articles unless contained in the text of the amendment.

Specify the number(s) of the article(s) being amended: Articles III, IV, and VI

Signed by: Christopher Fevry,
(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 20th day of July, 2022.

ARTICLE IV CONTINUATION SHEET

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of Dris Corporation (the "Corporation").

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein. The Common Stock is subject to a conditional right of redemption by the Corporation pursuant to an agreement among the Corporation and its shareholders.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings).

3. Classes of Common Stock. 70,000 shares of the authorized Common Stock are hereby designated as "Class A Common Stock" of which 51,000 are outstanding; 72,000 shares of the authorized Common Stock are hereby designated as "Class B-1 Common Stock" of which 42,400 shares are issued and outstanding; and 8,000 shares of the authorized Common Stock are hereby designated as "Class B-2 Common Stock", of which 6,600 shares are outstanding. Class B-2 Common Stock shall automatically convert to Class B-1 Common Stock upon any Mandatory Conversion Time (as defined below), under the same notice and procedure applicable to the conversion of Series A Preferred Stock as provided in Part B, Section 6 below. Upon such conversion, Class B-2 Common Stock shall convert to Class B-1 on a 1:1 basis, with appropriate adjustment for any stock dividend, stock split, combination or other similar recapitalization with respect to either of the Class B-1 Common Stock or Class B-2 Common Stock that is not uniformly applied to each such class of stock.

B. PREFERRED STOCK

1. 15,000 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Series A Preferred Stock" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. The Series A Preferred Stock is subject to a conditional right of redemption by the Corporation pursuant to an agreement among the Corporation and its shareholders.

Unless otherwise indicated, references to "sections" or "subsections" in this Part B of this Article IV refer to sections and subsections of Part B of this Article IV.

2. Dividends.

The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in this Amended and Restated Articles of Organization) the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend

on each outstanding share of Series A Preferred Stock in an amount at least equal to that dividend per share of Series A Preferred Stock as would equal the product of (A) the dividend payable on each share of Common Stock, as if all shares had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Series A Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend.

3. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

3.1 Preferential Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event (as defined below), the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the applicable Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock pursuant to Section 5 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “Preferred Liquidation Amount”). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this Section 3.1, the holders of shares of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. The “Series A Original Issue Price” shall mean the quotient of (a) the aggregate price paid to the Corporation on account of all outstanding Series A Preferred Stock divided by (b) the total number of shares of Series A Preferred Stock then outstanding.

3.2 Payments to Holders of Common Stock.

3.2.1 In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment in full of all Preferred Liquidation Amounts required to be paid to the holders of shares of Preferred Stock, the holders of shares of Class B-2 Common Stock then outstanding shall be entitled to be paid out of the remaining assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event (as defined below), the holders of shares of Class B-2 Common Stock then outstanding shall be entitled to be paid out of the remaining consideration payable to stockholders in such Deemed Liquidation Event or out of the remaining Available Proceeds (as defined below), as applicable, before any payment shall be made to the holders of Class A and Class B-1 Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the applicable CB-2 Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Class B-2 Common Stock been treated pari passu with all other Common Stock pursuant to Subsection 3.2.2 (the amount payable

pursuant to this sentence is hereinafter referred to as the “CB-2 Liquidation Amount”). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Class B-2 Common Stock the full amount to which they shall be entitled under this Subsection 3.2.1, the holders of shares of Class B Common Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. The “CB-2 Original Issue Price” shall mean the quotient of (a) the aggregate price paid to the Corporation on account of the outstanding Class B-2 Common Stock divided by (b) the total number of shares of Class B-2 Common Stock then outstanding.

3.2.2 In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment in full of all Preferred Liquidation Amounts required to be paid to the holders of shares of Preferred Stock and the payment in full of all CB-2 Liquidation Amounts required to be paid to the holders of shares of Class B-2 Common Stock, the remaining assets of the Corporation available for distribution to its stockholders or, in the case of a Deemed Liquidation Event, the consideration not payable to the holders of shares of Preferred Stock and Class B-2 Common Stock pursuant to Section 3.1 and Subsection 3.2.1 or the remaining Available Proceeds, as the case may be, shall be distributed among the holders of shares of Class A Common Stock and Class B-1 Common Stock, treated together as one class, pro rata based on the number of shares held by each such holder.

3.3 Deemed Liquidation Events.

3.3.1 Definition. Each of the following events shall be considered a “Deemed Liquidation Event” unless the holders of at least a majority of the outstanding shares of Series A Preferred Stock (the “Requisite Holders”) elect otherwise by written notice sent to the Corporation at least thirty (30) days prior to the effective date of any such event:

- (a) a merger, share exchange, or consolidation in which
 - (i) the Corporation is a constituent party or
 - (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) (1) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any

subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole or (2) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

3.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Section 3.3.1(a)(i) unless the agreement or plan of merger, share exchange, or consolidation for such transaction (the “Merger Agreement”) provides that the consideration payable to the stockholders of the Corporation in such Deemed Liquidation Event shall be paid to the holders of capital stock of the Corporation in accordance with Subsections 3.1 and 3.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 3.3.1(a)(ii) or 3.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within ninety (90) days after such Deemed Liquidation Event, then the Corporation and the Series A Preferred Stock holders shall cooperate in good faith to redeem, in a reasonable amount of time, the Series A Preferred Shares for the per-share amounts described in Section 3.1 (the “Series A Preferred Stock Redemption”).

(c) Surrender of Certificates. On or before any such Series A Preferred Stock Redemption, each holder of shares of Series A Preferred Stock to be redeemed shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place reasonably agreed between the Corporation and such holder.

3.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, share exchange, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities to be paid or distributed to such holders pursuant to such Deemed Liquidation Event. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

3.3.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Subsection 3.3.1(a)(i), if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the “Additional Consideration”), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the “Initial Consideration”) shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 3.1 and 3.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such

contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 3.1 and 3.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 3.3.4, consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Initial Consideration.

4. Voting.

4.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of this Amended and Restated Articles of Organization, holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class and on an as-converted to Common Stock basis.

5. Optional Conversion.

The holders of the Series A Preferred Stock shall have conversion rights as follows (the “Conversion Rights”):

5.1 Right to Convert.

5.1.1 Conversion Ratio. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Class B-1 Common Stock as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion. The “Series A Conversion Price” shall initially be equal Series A Original Issue Price. Such initial Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Class B-1 Common Stock, shall be subject to adjustment as provided below.

5.1.2 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Stock.

5.2 Fractional Shares. In lieu of fractional shares to which the holder would otherwise be entitled, the Corporation may, in its sole discretion, pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Class B-1 Common Stock and the aggregate number of shares of Class B-1 Common Stock issuable upon such conversion.

5.3 Mechanics of Conversion.

5.3.1 Notice of Conversion. In order for a holder of Series A Preferred Stock to voluntarily convert shares of Series A Preferred Stock into shares of Class B-1 Common Stock, such holder shall (a) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder's shares of Series A Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder's shares are certificated, surrender the certificate or certificates for such shares of Series A Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Class B-1 Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "Conversion Time"), and the shares of Class B-1 Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date.

5.3.2 Reservation of Shares. The Corporation shall at all times when the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Class B-1 Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Amended and Restated Articles of Organization. Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the then par value of the shares of Class B-1 Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Class B-1 Common Stock at such adjusted Series A Conversion Price.

5.3.3 Effect of Conversion. All shares of Series A Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common

Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 5.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Series A Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

5.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Series A Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Stock surrendered for conversion or on the Class B-1 Common Stock delivered upon conversion.

5.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Class B-1 Common Stock upon conversion of shares of Series A Preferred Stock pursuant to this Section 5. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Class B-1 Common Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

5.4 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the date of the filing of these Amended and Restated Articles of Incorporation effect a subdivision of the outstanding Common Stock, the Series A Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Class B-1 Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the date of the filing of these Amended and Restated Articles of Incorporation combine the outstanding shares of Common Stock, the Series A Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Class B-1 Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

5.5 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 3.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property, then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the

application of the provisions in this Section 5 with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in this Section 5 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

5.6 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 5, the Corporation at its expense shall, as promptly as reasonably practicable thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series A Preferred Stock.

6. Mandatory Conversion.

6.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public, in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, and in connection with such offering the Common Stock is listed for trading on the Nasdaq Stock Market's National Market, the New York Stock Exchange or another exchange or marketplace approved the Board of Directors or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Holders (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "Mandatory Conversion Time"), then (i) all outstanding shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate as calculated pursuant to Subsection 5.1.1 and (ii) such shares may not be reissued by the Corporation.

6.2 Procedural Requirements. All holders of record of shares of Series A Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Series A Preferred Stock pursuant to this Section 6. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Series A Preferred Stock in certificated form shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Series A Preferred Stock converted pursuant to Subsection 6.1, including the rights, if any, to receive notices and vote (other than as a holder of Common

Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 6.2. Such converted Series A Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

7. Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series A Preferred Stock then outstanding.

8. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Series A Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

ARTICLE VI CONTINUATION SHEET

1. Subject to any additional vote required by these Amended and Restated Articles of Organization, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. Each director shall be entitled to one vote on each matter presented to the Board of Directors.

2. Subject to any additional vote required by this Amended and Restated Articles of Organization or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

3. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

4. Meetings of stockholders may be held within or without the Commonwealth of Massachusetts, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the Commonwealth of Massachusetts at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

5. Any action that may be taken at a meeting of the shareholders may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action.

6. To the fullest extent permitted by law, no Director of the corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director. The preceding sentence shall not eliminate or limit the liability of a Director for any act or omission occurring prior to the date upon which such provision becomes effective. Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a Director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such Director occurring prior to, such repeal or modification.

7. The following indemnification provisions shall apply to the persons enumerated below

7.1 Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer

of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.3 of this Article, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

7.2 Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Section 7 or otherwise.

7.3 Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Section 7 is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

7.4 Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees, or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

7.5 Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

7.6 Non-Exclusivity of Rights. The rights conferred on any person by this Section 7 shall not be exclusive of any other rights which such person may have or hereafter

acquire under any statute, provision of this Amended and Restated Articles of Organization, the Bylaws of the Corporation, or any agreement, or pursuant to any vote of stockholders or disinterested directors or otherwise.

7.7 Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

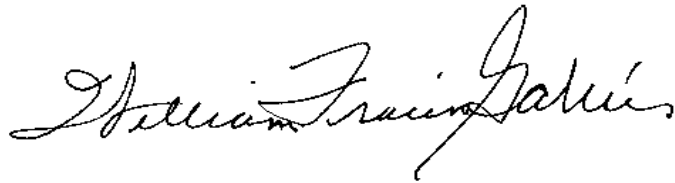
7.8 Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Section 7; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Section 7.

7.9 Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Section 7 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

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:

July 22, 2022 03:44 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**BYLAWS
OF
Dris Corporation
A MASSACHUSETTS CORPORATION
(THE “CORPORATION”)**

ADOPTED ON AUGUST __, 2021

**ARTICLE I
SHAREHOLDERS**

Section 1.01 Meetings of the Shareholders. Any meeting of the shareholders shall be held at any time and place or solely by means of remote communications (in accordance with Section 7.08 of the Massachusetts Business Corporation Act (the “MBCA”)) and may be called by the board of directors of the Corporation (the “Board of Directors”). Special meetings of the shareholders for any purpose may be called by the Board of Directors and also by the Chief Executive Officer, President, or by the holders of at least 10 per cent the outstanding shares entitled to vote at an election of directors; *provided, however*, that only business within the purpose described in the applicable notice may be conducted at such special meeting. Any meeting of the shareholders may be adjourned from time to time by the persons calling such meeting. A notice of any meeting or any adjourned meeting shall be in sent by the Corporation in accordance with the Section 7.05 of the MBCA. Any shareholder may waive such notice in accordance with Section 7.06 of the MBCA.

Section 1.02 Quorum; Action by the Shareholders. At each meeting of the shareholders a quorum shall be required to take any vote on an action. Except as otherwise required by the Articles of Entity Conversion, the MBCA, or agreements among the shareholders and the Corporation, at each meeting of the shareholders, a majority of the outstanding shares entitled to vote on the matter, present in person or represented by proxy, shall constitute a quorum for such matter. A quorum, once established at a meeting, shall not be broken by the subsequent withdrawal of an amount of such shares entitled to vote to leave less than a quorum. If a quorum is not established at any meeting of the shareholders, such meeting shall be adjourned until a quorum shall be present or represented. When a quorum is established at any meeting, any action (other than the election of directors) to be voted upon by the shareholders at such meeting shall be decided by the vote of the holders of a majority of the outstanding shares entitled to vote on such matter except where the Articles of Entity Conversion, the MBCA, agreements among the shareholders and the Corporation, or these Bylaws require otherwise.

Section 1.03 Meeting Procedures; Voting. The Corporation shall prepare a complete list of shareholders entitled to vote at each meeting of the shareholders in accordance with Sections 7.07 and 7.20 of the MBCA. The Board of Directors may adopt by resolution such rules and regulations for the conduct of any meeting of the shareholders as it shall deem appropriate, including who may preside over such meeting. Unless otherwise provided in the Articles of Entity Conversion, each shareholder shall be entitled to one vote for each outstanding share of the Corporation held by such shareholder. Each shareholder entitled to vote may appoint a proxy to vote or otherwise act for such shareholder in accordance with Section 7.22 of the MBCA.

Section 1.04 Action by the Shareholders Without a Meeting. Pursuant to and subject to compliance with Section 7.04 of the MBCA, whenever shareholders are required or permitted to take any action at a meeting of the shareholders, such action may be taken without a meeting, without prior notice and without a vote, if one or more written consents, describing the action taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

ARTICLE II REGULATORY PROVISIONS

Section 2.01 Definitions. Capitalized terms used herein and otherwise not defined shall have the meanings set forth in this Section 2.01.

(a) “Affected Person” means any holders of Securities, or any elected, appointed or qualified director or officer of the Corporation, who either (i) in the good faith determination of the Disinterested Directors, or (ii) by a determination (whether or not such determination is final, binding or non-appealable) by any Regulatory Authority:

(i) breaches any Regulatory Law, the conditions of any Regulatory Authority, or the conditions of any Regulatory Licenses;

(ii) is not suitable, not eligible or otherwise is not qualified with respect to (1) any Regulated Activities, (2) any Regulatory Licenses or (3) owning or controlling any Securities or its position as a director or officer of the Corporation, as applicable;

(iii) fails to be found suitable, eligible or otherwise qualified pursuant to any Regulatory Laws (including by the applicable Regulatory Authority) by the applicable deadline in accordance with Regulatory Laws; *provided, however*, such failure, in the good faith determination of the Disinterested Directors, precludes or materially delays, jeopardizes, impedes or impairs, or imposes materially burdensome terms and condition on, the ability of the Corporation or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License;

(iv) causes, or would reasonably likely to cause, any Regulatory License to be lost, rejected, rescinded, suspended, revoked, not renewed or not reinstated by any Regulatory Authority; or

(v) is otherwise reasonably expected to preclude or materially delay, jeopardize, impede or impair, or impose materially burdensome terms and conditions on, the ability of the Corporation or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License.

(b) “Disinterested Directors” means, with respect to any person or entity, those directors of the Corporation that have no material direct or indirect financial interest in or with respect to such person or entity. For the avoidance of doubt, any director of the Corporation that is designated to such position by any person or entity, or is an officer, director, employee or is otherwise engaged by such person or entity, shall not be deemed a Disinterested Director with respect to such person or entity.

(c) “Regulated Activities” means any activities or intended activities of the Corporation and its subsidiaries’ businesses that pursuant to applicable state and local laws requires a license or franchise (including, without limitation, permit, approval, order, authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualification) from a state or local governmental agency to conduct such activities.

(d) “Regulatory Authorities” means any state or local regulatory or licensing bodies, instrumentalities, departments, commissions, authorities, boards, officials, tribunals and agencies with authority over or responsibility for the regulation or licensing of Regulated Activities within any applicable state, local or tribal jurisdiction for Regulated Activities.

(e) “Regulatory Laws” means any applicable state and local laws, statutes and ordinances requiring a license or franchise (including, without limitation, permit, approval, order, authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualifications) for Regulated Activities and all orders, decrees, rules and regulations promulgated thereunder, and all policies and interpretations of the applicable Regulatory Authorities of such laws, statutes, ordinances, orders, decrees, rules, and regulations.

(f) “Regulatory Licenses” means any licenses or franchises (including, without limitation, permits, approvals, orders, authorizations, registrations, findings of suitability, exemptions, certifications, clearances, waivers and similar qualifications) from Regulatory Authorities or pursuant to Regulatory Laws.

(g) “Regulatory Redemption Date” means the date directed by a Regulatory Authority and, if not so directed, fixed by the Disinterested Directors for the redemption of Securities pursuant to this ARTICLE II.

(h) “Regulatory Redemption Notice” means that notice of redemption delivered by the Corporation pursuant to this ARTICLE II to an Affected Person if the applicable Regulatory Authority so requires the Corporation, or if the Disinterested Directors deems it necessary or advisable, to redeem such Affected Person’s Securities. Each Regulatory Redemption Notice shall set forth (i) the Regulatory Redemption Date, (ii) the number and type of Securities to be redeemed, (iii) the Regulatory Redemption Price and the manner of payment therefor, and (iv) if applicable, the manner and place where any certificates for such Securities (if any) shall be surrendered for payment, and (v) any other terms and conditions imposed by the applicable Regulatory Authority or the Disinterested Directors.

(i) “Regulatory Redemption Price” shall mean the per share price for the redemption of any shares of Securities to be redeemed pursuant to this ARTICLE II, which shall be (i) the price (if any) required to be paid by the applicable Regulatory Authority, or if no such price is required, (ii) the amount deemed reasonable by Disinterested Directors (which determination may account for, in their discretion, the original purchase price per share of the Securities to be redeemed, the then fair market value of such Securities, the closing price per share of such Securities on any securities exchange (if listed), the costs and expenses of the Corporation incurred in performing its obligations and exercising its rights under this ARTICLE II and any applicable circumstances or events of such Affected Person).

(j) “Securities” means the shares of the Corporation and any security or obligation that is by its terms, directly or indirectly, convertible into, exchangeable or exercisable for such shares, and any option, warrant or other right to subscribe for, purchase or acquire such shares.

(k) “Transfer” means, with respect to any Securities, any direct or indirect assignment, sale, exchange, transfer, tender or other disposition of such Securities or any interest therein, whether voluntary or involuntary, by operation of law or otherwise (and includes any sale or other disposition in any one transaction or series of transactions and the grant or transfer of an option or derivative security covering such Securities), and any agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing.

Section 2.02 Compliance with Regulatory Laws.

(a) Compliance. All Securities shall be held subject to the restrictions and requirements of all Regulatory Laws. Each individual or entity owning or controlling Securities and each individual elected, appointed or qualified as a director or officer of the Corporation, shall comply with all Regulatory Laws including (i) filing required applications for Regulatory Licenses, (ii) providing all information regarding such Person as may be requested or required by Regulatory Authorities (including in connection with any application for a Regulatory License), and (iii) responding to written or oral questions or inquiries from any Regulatory Authorities. Any individual or entity who owns or controls ten percent (10%) or more of any class or series of the Securities shall promptly notify the Corporation of such fact.

(b) New Directors or Officers. If required by Regulatory Laws, any newly elected or appointed director or officer of the Corporation shall not be deemed duly elected, appointed or qualified and shall not exercise any powers of the position to which such individual has been elected or appointed until such individual has been found suitable, eligible or otherwise qualified to hold such position pursuant to any Regulatory Laws (including by the applicable Regulatory Authority).

(c) Consents. Any individual or entity owning or controlling Securities, by virtue of such ownership or control, and any individual elected, appointed or qualified as a director or officer of the Corporation, by virtue of such election, appointment, or

qualification consents to (i) the performance of any personal background investigation that may be required by any Regulatory Authorities or Regulatory Laws and (ii) the disclosure by the Corporation of any information regarding such Person required by Regulatory Authorities or Regulatory Laws without the need to obtain approval from such individual or entity.

(d) Transfers. Any Transfer of Securities shall be subject to the requirements of all Regulatory Laws, including that such Transfer may be subject to the prior approval of the Regulatory Authorities, and any purported Transfer thereof in violation of such requirements shall be void and of no effect.

(e) Disclosure Obligation. In the event that any individual or entity owning or controlling Securities or any individual elected, appointed or qualified as a director or officer of the Corporation has experienced an event or circumstance, or otherwise reasonably believes, that such individual or entity may meet any condition to be deemed an Affected Person or has knowledge that any other individual or entity owning or controlling Securities or any other individual elected, appointed or qualified as a director or officer of the Corporation has experienced an event or circumstance, or otherwise may meet any condition to be deemed an Affected Person, such individual or entity shall promptly notify the Corporation of the relevant details. Upon receipt of such notice, the Disinterested Directors may, but are not obligated to, permit the applicable individual or entity a specified period of time (as determined by the Disinterested Directors) to take all actions to cure such condition or otherwise determine that such individual or entity is an Affected Person.

(f) Shareholder as an Affected Person. Upon any determination that any individual or entity owning or controlling Securities is an Affected Person, the Disinterested Directors may determine that the Affected Person is permitted to Transfer its Securities to an individual or entity approved by the Disinterested Directors (*provided, however, that such Transfer is permitted by the applicable Regulatory Authorities (if any) and such transferee and Transfer otherwise comply with the applicable requirements of this Section 2.02*). If the Disinterested Directors determine that such Affected Person shall not be permitted to Transfer its Securities, such applicable Securities shall be subject to redemption in accordance with **Error! Reference source not found.**

(g) Director or Officer as an Affected Person. Upon any determination that any individual elected, appointed or qualified as a director or officer of the Corporation is an Affected Person, the Corporation shall, and the stockholders shall cause the Corporation to, remove such director or officer as promptly as possible or as otherwise directed by the applicable Regulatory Authority.

Section 2.03 Regulatory Redemption.

(a) Regulatory Redemption Notice. The Securities owned or controlled by an Affected Person shall be redeemable by the Corporation, subject to applicable law, as directed by a Regulatory Authority and, if not so directed, as and to the extent deemed necessary or advisable by the Disinterested Directors, in which event the Corporation shall

deliver a Regulatory Redemption Notice to the Affected Person and shall redeem the Securities on the Regulatory Redemption Date and for the Regulatory Redemption Price set forth in the Regulatory Redemption Notice. To the extent that the redemption of less than all of the Securities held by an Affected Person would address the deficiency, the Disinterested Directors may determine, in their discretion, to redeem only such Securities to address the deficiency and such Securities shall be selected in such manner as shall be determined by the Disinterested Directors. In accordance with the requirements of the Regulatory Redemption Notice, such Affected Person shall surrender the certificate(s), if any, representing the Securities to be so redeemed.

(b) Regulatory Redemption Date. From and after the Regulatory Redemption Date, the Securities owned or controlled by the Affected Person that will be redeemed shall no longer be deemed to be outstanding, all rights of such Affected Person in such Securities, other than the right to receive the Regulatory Redemption Price, shall cease and, if such Securities represent all of the Securities owned or controlled by the Affected Person, such Affected Person shall cease to be a stockholder, member, partner or owner, as applicable, of the Corporation with respect to such Securities.

(c) Regulatory Redemption Price. The Corporation may pay the Regulatory Redemption Price in any combination of cash, property or rights, as required by the applicable Regulatory Authority and, if not so required, as determined by the Disinterested Directors; *provided, however*, that in the event the Corporation elects to pay all or any portion of the Regulatory Redemption Price with a promissory note, such promissory note shall be unsecured notes of the Corporation, shall be subordinated to all existing and future indebtedness of the Corporation, and shall contain such other terms and conditions as the Disinterested Directors determine, in their discretion, to be necessary or advisable.

(d) No Obligation. Except as required by a Regulatory Authority, nothing in this Article IX shall be deemed or construed to require the Corporation to redeem or repurchase any Securities owned or controlled by an Affected Person.

Section 2.04 Interpretation; Miscellaneous.

(a) Interpretation. The Disinterested Directors shall have the exclusive right to interpret all issues arising under this ARTICLE II, and any determination of the Disinterested Directors under this ARTICLE II or by a Regulatory Authority (whether or not such determination is final, binding, or non-appealable) shall be final, binding and conclusive determination for all purposes of this ARTICLE II. The Disinterested Directors may also impose additional terms and conditions in connection with any redemption under this ARTICLE II and, from time to time, may adopt such other provisions and procedures in furtherance of this ARTICLE II. The Bylaws may also include provisions and procedures in furtherance of this ARTICLE II.

(b) Waiver. Except as may be required by any Regulatory Law or Regulatory Authority, the Disinterested Directors may waive any of the rights of the Corporation or any restrictions contained in this ARTICLE II in any instance in which and to the extent

the Disinterested Directors determines that a waiver would be in the best interests of the Corporation.

(c) Legends. The restrictions set forth in this ARTICLE II shall be noted conspicuously on any certificate evidencing the Securities in accordance with the requirements of applicable law and any applicable Regulatory Laws.

(d) Severability. If any provision of this ARTICLE II or the application of any such provision to any person or entity or under any circumstance shall be held invalid, illegal, or unenforceable in any respect by a Regulatory Authority or court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this ARTICLE II.

ARTICLE III DIRECTORS

Section 3.01 Power; Number. Subject to the Articles of Entity Conversion, the MBCA, agreements among the shareholders and the Corporation, and these Bylaws, the business and affairs of the Corporation shall be managed by and under the direction of the Board of Directors. Unless otherwise provided in the Articles of Entity Conversion, the number of directors which shall constitute the entire Board of Directors shall be determined from time to time by resolution of the Board of Directors or by the holders of a majority of the outstanding shares entitled to vote at an election of directors; *provided, however*, that no decrease in the number of directors shall shorten the term of any incumbent director. Directors shall be subject to the requirements and qualifications set forth in the Articles of Entity Conversion and these Bylaws and shall not otherwise be required to be shareholders.

Section 3.02 Election; Term of Office. An annual meeting of the shareholders shall be held for the election of directors on a date and at a time determined by the Board of Directors. The failure to hold an annual meeting at the time stated in or fixed in accordance with these Bylaws shall not affect the validity of any corporate action. Each director shall hold office until a successor is duly elected or appointed and qualified or until such director's earlier death, resignation, disqualification, or removal.

Section 3.03 Resignation; Removal. Any director of the Corporation may resign at any time upon written notice of such director's resignation to the Corporation and such resignation shall take effect at the date of receipt by the Corporation, or the time or upon the occurrence of the event specified therein. Except as otherwise required by the Articles of Entity Conversion or by applicable law, any director of the Corporation may be removed, with or without cause, by the holders of a majority of the outstanding shares entitled to vote at an election of directors.

Section 3.04 Vacancies. Except as otherwise provided by the Articles of Entity Conversion, or agreements among the shareholders and the Corporation, any vacancy or newly created directorship may be filled by a majority vote of the directors then in office, though less than a quorum, and each director so appointed shall hold office until the next annual election and until a successor is duly elected or appointed and qualified or until such director's earlier death, resignation, disqualification, or removal; *provided, however*, that if such vacancy occurs among

the directors elected or appointed by the holders of a class or series of shares, or newly created directorship was created by the holders of a majority of the outstanding shares entitled to vote at an election of directors, then the applicable holders of such shares may supersede the Board of Directors' appointment and fill such vacancy or newly created directorship.

Section 3.05 Fees. Directors may receive a fee for their services as directors and out-of-pocket expenses actually and reasonably incurred in attending any meeting of the Board of Directors pursuant to policies and procedures of the Corporation. Nothing herein shall preclude any director from serving the Corporation in any other capacity and receiving compensation for such services.

Section 3.06 Meetings of the Board of Directors. Meetings of the Board of Directors may be held without notice at such time and at any place or by means of remote communications (in accordance with Section 9.20(b) of the MBCA) and may be called by the Board of Directors. Meetings of the Board of Directors may also be called by the Chief Executive Officer or the President, upon twenty-four (24) hours' notice of the date, time and place of such meeting by the Corporation to the directors. Notice of any other meeting or any adjourned meeting of the Board of Directors may, but is not required to, be given by the Corporation. Special meetings of the Board shall be held on the call of any Director upon at least five (5) days' written notice (if the meeting is to be held in person) or one (1) day's notice (if the meeting is to be held by electronic communications) to the Directors, or upon such shorter notice as may be approved by all of the Directors. Any director may waive such notice in accordance with Section 8.23 of the MBCA.

Section 3.07 Quorum; Action by the Board of Directors. At each meeting of the Board of Directors a quorum shall be required to take any vote or action or to transact any business. Except as otherwise required by the Articles of Entity Conversion, the MBCA, or agreements among the shareholders and the Corporation, at each meeting of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum. A quorum, once established at a meeting, shall not be broken by the subsequent withdrawal of directors to leave less than a quorum. If a quorum is not established at any meeting of the Board of Directors, such meeting shall be adjourned until a quorum shall be present. When a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Articles of Entity Conversion, the MBCA agreements among the shareholders and the Corporation, or these Bylaws require otherwise.

Section 3.08 Meeting Procedures. The Board of Directors may adopt such rules and regulations for the conduct of any meeting of the Board of Directors as it shall deem appropriate, including who may chair such meeting.

Section 3.09 Action by the Board of Directors Without a Meeting. Pursuant to and subject to compliance with Section 8.21 of the MBCA, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if the action is taken by either: (a) the unanimous written consent of the entire Board of Directors; or (b) a written consent of the number of Directors required to take such action at a meeting shall approve such action (*provided, however*, that prior written notice of such action is approved by all Directors at least one (1) day before such action is taken). Any written consent pursuant to this Section 3.09 shall have the same force and effect as a vote at a meeting where a quorum was present and may

be stated as such in any document or instrument filed with the Secretary of the Commonwealth of Massachusetts.

Section 3.10 Committees. Pursuant to and subject to compliance with Section 8.25 of the MBCA, the Board of Directors may create committees, each consisting of one or more directors, and may designate one or more directors as alternate members of any such committee. Any such committee, to the extent permitted by the MBCA and to the extent provided in the applicable resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management and direction of the business and affairs of the Corporation and each committee shall conduct itself in the same manner as the Board of Directors conducts itself pursuant to this Article II.

ARTICLE IV OFFICERS

Section 4.01 Officers; Power; Qualification. The Board of Directors shall elect or appoint one or more officers of the Corporation, including a president, a treasurer and a secretary. The Board of Directors may from time to time elect or appoint such additional officers (including to fill any vacancies) as it may determine, and any two or more offices may be held by the same person. The powers and duties of the officers shall be those required by the MBCA and such other powers and duties as usually pertain to such office and as the Board of Directors may from time to time determine. Officers shall be subject to the requirements and qualifications set forth in the Articles of Entity Conversion and these Bylaws and shall not be required to be shareholders.

Section 4.02 Term of Office. Each officer shall hold office for such term as shall be determined by the Board of Directors and until such officer's successor has been duly elected or appointed and qualified or until such officer's earlier death, resignation, disqualification, or removal.

Section 4.03 Resignation; Removal. Any officer of the Corporation may resign at any time upon written notice of such officer's resignation to the Corporation and such resignation shall take effect at the date of receipt by the Corporation, or the time or upon the occurrence of the event specified therein. Except as otherwise required by the Articles of Entity Conversion or by applicable law, any officer may be removed or have such officer's authority suspended, with or without cause, by a majority vote of the Board of Directors.

Section 4.04 Compensation. The compensation of each officer (if any) shall be determined by the Board of Directors. Nothing herein shall preclude any officer from serving the Corporation in any other capacity and receiving compensation for such services.

ARTICLE V SHARES

Section 5.01 Certificate of Shares. The shares of the Corporation may be certificated or uncertificated, as provided under the MBCA, and shall be entered in the books of the Corporation and recorded as such shares are issued. If any shares are represented by certificates, such certificates shall be in the form in accordance with the MBCA and otherwise approved by the

Board of Directors. The Corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen or destroyed, and may impose additional terms and conditions permitted by the MBCA.

Section 5.02 Transfers of Shares. Subject to any restrictions on transfer, shares of the Corporation shall be transferable on the books of the Corporation by the holder thereof, in person or by duly authorized attorney, and, if applicable, upon the surrender of the certificate representing the shares to be transferred, properly endorsed or accompanied by a written assignment or power of attorney properly executed. Except as otherwise provided by applicable law, the Corporation shall be entitled to treat the holder of record of any share as the owner thereof for all purposes until such shares have been transferred on the books of the Corporation in accordance with applicable requirements.

Section 5.03 Regulations. The Corporation, to the extent permitted by applicable law, shall have power to make all rules and regulations and to impose terms and conditions concerning the issue, transfer, conversion, redemption and registration of any shares of stock of the Corporation.

ARTICLE VI MISCELLANEOUS

Section 6.01 Fiscal Year. The fiscal year of the Corporation shall be the calendar year unless otherwise determined by the Board of Directors.

Section 6.02 MCBA. All references herein to a specific section of the MCBA shall refer to such section as of the date these Bylaws were adopted by the Corporation and shall also refer to any lawful successor provision to the extent required by applicable law. In the event of any conflict between the provisions of these Bylaws and the provisions of the MCBA, such provisions of the MCBA shall control to extent required by applicable law.

Section 6.03 Form of Records. All books and records of the Corporation may be electronic in accordance with Section 16.01 of the MBCA.

Section 6.04 Electronic Transmission. Without limiting the manner by which notices or consents may be given hereunder, any such notice or consent may be given by electronic transmission in accordance with applicable law and if given by such electronic transmission shall be deemed to be given in writing for all purposes hereunder.

Section 6.05 Amendment of Bylaws. These Bylaws may be amended or repealed, and new Bylaws may be adopted, by resolution of the Board of Directors or by the holders of a majority of the outstanding shares entitled to vote at an election of directors; *provided, however*, that (i) the Board of Directors may not amend or repeal any provision of these Bylaws which by the Articles of Entity Conversion, the MBCA or these Bylaws requires action by the shareholders and (ii) any amendment or repeal of these Bylaws by the Board of Directors and any new Bylaw adopted by the Board of Directors may be amended or repealed by the shareholders.

PERSONS HAVING DIRECT/INDIRECT CONTROL ATTESTATION FORM

Signed under the pains and penalties of perjury, I, Chris Fevry, an authorized representative of Dris Corporation ("Dris"), certify and attest to the following:

- John Muise is not considered a Person Having Direct/Indirect Control of Dris.
- John Muise does not meet any of the following criteria with respect to Dris:
 - A financial interest in the form of equity of 10% or greater, directly or indirectly, in Dris;
 - A voting interest of 10% or greater;
 - A right to veto significant events;
 - A relevant managerial, operational, or financial interest in the business of Dris and, by virtue of that interest, the ability to exercise a significant influence over the corporate governance of Dris;
 - The right to control or authority to make decisions regarding operations and strategic planning, capital allocations, acquisitions, and divestments;
 - The right to control or authority to appoint more than 50% of the directors or their equivalent;
 - The right to control or authority to appoint or remove corporate-level officers or their equivalent;
 - The right to control or authority to execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - The right to control or authority to earn 10% or more of the profits or collect more than 10% of the dividends.
- John Muise does not meet any of the above criteria with respect to an indirect holding or parent company of Dris Corporation.

Christopher Fevry

Signature

01/06/2023

Date

Name: Chris Fevry

Title: Chief Executive Officer

Entity: Dris Corporation



PLAN FOR OBTAINING LIABILITY INSURANCE

Dris Corporation (“Dris”) will contract with an insurance provider 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. Dris will consider additional coverage based on availability and cost-benefit analysis.

Vehicles used for delivery by Dris will carry liability insurance in an amount not less than \$1,000,000 combined single limit.

If adequate coverage is unavailable at a reasonable rate, Dris will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Dris will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Dris Corporation

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EXECUTIVE SUMMARY

MISSION STATEMENT AND MESSAGE FROM THE CEO

Dris Corporation (“Dris”) is an applicant for a Massachusetts Marijuana Establishment Delivery-Only License that is committed to serving residents in the Commonwealth through an efficient, compliant delivery system that interfaces with licensed retailers to ensure the accuracy and safety of our operations.

WHAT DRIVES US

Dris’ goals include:

1. Safely providing consumers 21 years of age or older, registered, qualifying patients, and caregivers (“Customers”) with a wide variety of high quality, consistent, laboratory-tested marijuana and marijuana products;
2. Having a diverse and socially representative pool of employees; and
3. Running an efficient, compliance-oriented delivery business that places an emphasis on technology-driven logistics to better serve our customers: both consumers and retailers.

TEAM

Dris’ founders are committed to the cannabis industry and to creating a company that values safe consumption and access to cannabis in a way that is socially responsible. Our executive team members have extensive experience in sales, marketing, and technology

CHRISTOPHER FEVRY CO-FOUNDER

- 5+ years of sales experience
- Experience growing companies from zero dollars in revenue to 2M
- 2+ years of selling to Tech Products to Fortune 500 companies + dealing with complex sales cycles

LOURDHARRY PAUYO CO-FOUNDER

- 3+ years of Real Estate Experience
- Deep Roots in the Brockton Community

COMPANY DESCRIPTION

STRUCTURE

Dris is a Massachusetts domestic for-profit corporation that is applying for a license from the Commission to operate a Delivery-Only company in the Commonwealth. Dris will ensure that no person or entity other than those disclosed in Dris’ application will be a Person or Entity Having Direct or Indirect Control in Dris’ Delivery-Only License.

Dris will file, in a form and manner specified by the Commission, an application for pre-certification, which will include information about the business and the individuals having direct or indirect control over the business; background check disclosures; and summaries of operating policies and procedures.

Once invited, Dris will subsequently file a provisional license application to operate a Delivery-Only License, which will include property interest documentation; capital resources documentation; any agreements with third-party technology platform providers and retailers (if known and executed at the time); Community Outreach Meeting documentation; Host Community Agreement certification; background check authorization forms; certificates of good standing from the Department of Revenue, Secretary of the Commonwealth, and Department of Unemployment Assistance; and additional narratives, including a Positive Impact Plan and a Diversity Plan.

OPERATIONS

ORDERS

All orders for delivery by Dris will comply with the following requirements:

1. All marijuana and marijuana products (“Products”) delivered by Dris will be obtained from a licensed marijuana retailer with which Dris has a delivery agreement.
2. Orders for home delivery will be received by a marijuana retailer and transmitted to Dris for delivery to a residence.
3. Only Products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by Dris.
4. Dris will deliver Products only to the residence address provided. Dris will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.
5. Dris will only deliver Products for which a specific order has been received by a licensed marijuana retailer with which Dris has a delivery agreement. Dris is prohibited from delivering Products without a specific order destined for an identified residence. An order may be generated directly through a marijuana retailer or through a third-party technology platform identified to the Commission under 935 CMR 500.145(1)(e).
6. Dris will not deliver more Products to an individual Customer than the individual possession amounts authorized by law. An individual order will not exceed one ounce of marijuana or its dry-weight equivalent. The individual order will only be delivered to the individual Customer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). Dris will only deliver one individual order, per Customer, during each delivery.

7. Dris will not deliver to the same Customer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.
8. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by Dris to the Customer.
9. Any Product that is undeliverable or is refused by the Customer will be transported back to the originating marijuana establishment that provided the product once all other deliveries included on a delivery manifest have been made. Dris is prohibited from maintaining custody of Products intended for delivery overnight. Dris will ensure that any undelivered product is returned to the appropriate marijuana establishment and not retained by Dris.

No Products will be sold or otherwise marketed that have not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

CUSTOMER VERIFICATION OF AGE

Dris will require any Customer making a purchase for delivery by Dris to have the government-issued photo identification a Customer intends to use to verify her or his age at the time of delivery examined and authenticated by the marijuana retailer prior to the first individual order. Pre-verification on the Customer's identification will be performed in-person at the marijuana retailer's physical location or through a Commission approved electronic means and will include examination of the Customer's valid, unexpired government issued photo identification that lists a date of birth.

Dris will not perform a delivery to any Customer who has not established an account for delivery through pre-verification of the Customer's identification by the marijuana retailer. Dris agents will not deliver Products to any individual other than the Customer who ordered the Products. A Dris agent, at the time of delivery of the Products to the consumer, will verify that the Customer is 21 years of age or older and/or a registered qualifying patient.

Prior to relinquishing custody of the Products to the Customer, a Dris agent conducting the delivery will verify that the identification of the Customer receiving the Products matches the pre-verified identification of the Customer who placed the order for delivery.

Dris will collect and maintain relevant information about an individual Customer for the purpose of transacting a delivery and ensuring that the recipient of a delivery is legally allowed to receive the Products. All information collected will be solely for the purpose of transacting a delivery and will be maintained confidentially.

SECURITY

Dris will implement adequate security measures to ensure that each vehicle used for transportation of Products is not readily accessible to unauthorized individuals and to prevent

and detect diversion, theft, or loss of Products. At a minimum, security measures for each operational delivery vehicle will include:

1. A vehicle security system that includes an exterior alarm;
2. For the purpose of transporting Products, a secure, locked storage compartment that is not easily removable;
3. For the purpose of transporting and securing cash used as payment for deliveries of Products, a secure, locked storage compartment that is not easily removable;
4. A secure means of communication between each vehicle and Dris' dispatching location. The secure means of communication will be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication will include:
 - a. two-way digital or analog radio (UHF or VHF);
 - b. cellular phone; or
 - c. satellite phone.
5. A global positioning system (GPS) monitoring device that is:
 - a. Not a mobile device; and
 - b. Attached to the vehicle at all times that the vehicle contains Products; and
 - c. Monitored by Dris at a fixed location during the transportation of Products for the purpose of home delivery with location checks occurring at least every 30 minutes. Dris may delegate monitoring of the GPS to a Third-party Technology Platform Provider with whom Dris has a contract, provided that Dris will be responsible for ensuring that monitoring occurs as required under 935 CMR 500.000
6. A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle. The video system will remain operational at all times during the entire transportation process and will have:
 - a. the ability to produce a clear color still photo whether live or recorded; and
 - b. A date and time stamp embedded in all recordings that will be synchronized and set correctly at all times and will not significantly obscure the picture.
7. All security equipment in each vehicle will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

Dris agents engaged in the delivery of Products to a Customer will have on their person an operational body camera during all times that the Dris agent is outside of the delivery vehicle for the purpose of transacting a delivery in accordance with Commission regulations and requirements.

Dris agents transporting Products for home delivery will ensure that all vehicles used for deliveries are staffed with a minimum of two Dris agents. At least one Dris agent will remain with the vehicle at all times that the vehicle contains Products.

All Dris agents acting as delivery employees of Dris will have attended and successfully completed Responsible Vendor Training in accordance with 935 CMR

500.105(2)(b) prior to making a delivery, which will include, but may not be limited to, training on:

1. Safely conducting deliveries;
2. Safe cash handling practices;
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;
6. Indications of impairment;
7. Notification to Customers of use of mandatory recording devices; and
8. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

A Dris agent will document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which Dris is licensed within 24 hours of the discovery of such a discrepancy. Dris will report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents.

The following individuals will have access to Dris operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law enforcement, police and fire departments, and emergency medical services in the course of responding to an emergency.

935 CMR 500.000 will not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction. All vehicles Dris uses for home delivery are subject to inspection and approval by the Commission prior being put into use. Dris understands it is responsible for making the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.

Firearms are strictly prohibited from Dris vehicles and from marijuana establishment agents performing home deliveries.

BENEFITS TO THE HOST COMMUNITY

Dris looks forward to working cooperatively with its host community to ensure that Dris operates as a responsible, contributing member of that community. Dris will establish a mutually beneficial relationship with its host community in exchange for permitting Dris to site and operate.

Dris' host community stands to benefit in various ways, including but not limited to the following:

1. Jobs: Dris will create new, full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Access to Quality Product: Dris will allow Customers in the Commonwealth to have access to high quality Products that are tested for cannabinoid content and contaminants. Access will be such that it mitigates in-person transactions as much as possible, while reducing the congregation of individuals at retail establishments.
3. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Dris' security systems and processes.
4. Responsibility: Dris is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
5. Economic Development: Dris' operations will help to contribute to the overall economic development of the local community.

MARKET RESEARCH

CUSTOMERS

Dris will only deliver marijuana and marijuana products to customers ages 21 years and older that provide valid identification, as well as registered patients that possess an active medical registration card issued by the Commission.

COMPETITORS

Dris' competitors include other licensed Delivery-Only operators in the Commonwealth. Being a certified Social Equity applicant puts Dris in a unique position in the Massachusetts cannabis industry, as it allows Dris to be one of a select few entities that can hold a Delivery-Only license for a period of at least 24 months from the date the first Delivery-Only licensee receives a notice to commence operations. That lead time puts Dris at a huge advantage over general applicants, allowing Dris to carve out a niche in the industry, making its services essential for marijuana retailers.

COMPETITIVE ADVANTAGE

Apart from having a significant head start over general applicants who wish to apply for and receive a Delivery-Only license, Dris possesses several strengths that separate Dris from the competition.

STATE AND LOCAL COMPLIANCE

Dris is a Massachusetts domestic for-profit corporation. Dris will maintain the company in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Dris will apply for all state and local permits and approvals required to operate its Delivery-Only License.

Dris will also work cooperatively with various municipal departments to ensure that its proposed operations comply with all state and local codes, rules and regulations.

Dris will remain current on the municipalities that it can deliver to, which will include the following locations:

- The municipality that Dris is located in;
- Any municipality that allows for retail operations, whether or not a Marijuana Retailer is operational; and
- Any municipality that has notified the Commission that delivery may operate within its borders.

In determining what municipalities Dris can deliver to, Dris will rely in part on the Commission's Municipal Zoning Tracker:

<https://mass-cannabis-control.com/municipaltracker/>. Additionally, Dris will conduct its own research and will communicate directly with municipalities to further confirm the ability to make deliveries in such municipalities.

Dris 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 and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Dris 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. If adequate coverage is unavailable at a reasonable rate, Dris will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Dris will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Prior to commencing operations, Dris 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 winding down business operations. If Dris is unable to secure a surety bond, it will place in escrow a sum of no less

than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Dris has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

PRICING STRUCTURE

Dris' pricing structure will vary based on market conditions and negotiations with retailers. Dris plans to provide exceptional, efficient delivery services with a user-friendly interface and will price its services accordingly. Dris and the retailers it contracts with will determine when and how the end Customer pays. Through the experience of its executive management team, Dris is cognizant of competitive pricing structures and offering the most value it can to Customers and retailers.

MARKETING & SALES

GROWTH STRATEGY

Dris' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer experience for consumers, patients, and retailers; and
4. A caring and thoughtful staff made of consummate professionals.

As Dris grows, Dris plans to expand both the municipalities in which we offer delivery services and the number of delivery vehicles and agents we employ, thereby expanding our footprint in Massachusetts. Dris will develop sales and financial benchmarks to determine whether and when we will expand our delivery services.

COMMUNICATION

Dris 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 face of the advertisement.

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

hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Dris 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, Dris will market its products and services to reach a wide range of qualified consumers.

Dris will communicate with customers through:

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

SALES

Dris will sell its services by engaging Customers with a robust social media marketing campaign, while engaging Retailers with our top-of-the-line delivery services that can drastically increase their Customer base.

Dris will work with Retailers to ensure that all Products that are delivered to Customers are sold in tamper or child-resistant packaging. Packaging for Products sold to Customers, including any label or imprint affixed to any packaging containing Products or any exit packages, will not be attractive to minors.

Packaging for Products sold to Customers in multiple servings will allow a Customer 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.” Dris 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. In no instance will an individual serving size of any Product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

While engaging retailers, Dris will ensure that packaging and labeling standards are met prior to agreeing to deliver Products for any retailer.

Logo

Dris will develop a logo to be used for its marketing and branding on its website, delivery platform, and social media accounts. The logo will be discreet, unassuming, and will not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. The logo will not be used for Dris’ vehicles, as those will have no external markings, words, or symbols that indicate the vehicle is being used for home delivery.



CLOSING REMARKS

Dris has the experience and know-how to safely and efficiently deliver marijuana and marijuana products to consumers and registered, qualifying patients throughout the Commonwealth. Dris hopes to bring its high-quality standards to adult-use consumers and registered, qualifying patients to provide them with convenient, expanded access to the products that they need without the continuous need to step outside of their homes. Dris' security systems and technology-driven logistics will also help ensure safe and secure deliveries that will help deter and prevent diversion.

Dris is well positioned in the cannabis delivery market to contribute to the continued growth of the Massachusetts cannabis industry. Dris is comprised of a highly experienced team of successful operators and industry influencers working under an established framework of high quality standard operating procedures and growth strategies. We look forward to working cooperatively with municipalities, retailers, and consumers to increase access, spread financial benefits, and further reduce any stigmas associated with cannabis.

INVENTORY PLAN

Dris Corporation (“Dris”) will maintain real-time inventory in compliance with 935 CMR 500.105(8) and track all Marijuana and Marijuana Product deliveries using, Metrc, the Seed-to-sale SOR as designated by the Commission. Dris will only deliver inventory that is capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. All Marijuana and Marijuana Products delivered by Dris will be obtained from a licensed Marijuana Establishment with which Dris has a Wholesale Agreement. All agreements between Dris and a Marijuana Establishment will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). The Commission shall be notified in writing of any substantial modification to a Delivery Agreement.

The maximum retail value of Marijuana or Marijuana Products allowed in Dris’ vehicle at any one time shall be \$10,000. Marijuana and Marijuana Products will be transported in a secure, locked storage compartment that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8). Dris will maintain, in each vehicle used for deliveries of Marijuana and Marijuana Products, a secure, locked storage compartment for the purpose of transporting and securing cash used as payment. The compartment will be separate from compartments required under 935 CMR 500.145(4)(h) for the transport of Marijuana and Marijuana Products.

Dris will establish inventory controls and procedures for inventory reviews, which will include conducting a monthly inventory of marijuana and conducting a comprehensive annual inventory. Dris will promptly transcribe inventories if taken by use of an oral recording device. The minimum inventory record requirements will include, the date, a summary of findings, and the names, signatures, and titles of the individuals who conducted the inventory. Dris will tag and track all marijuana seeds, clones, plants, and marijuana products, using Metrc.

ORDERS

All orders for delivery by Dris will comply with the following requirements.

1. Only marijuana products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by Dris.
2. Dris will deliver Products only to the residence address provided. Dris will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.
3. Dris will only acquire its inventory at its Warehouse.
4. Dris will only deliver Products for which a specific order has been received. Dris is prohibited from delivering Products without a specific order destined for an identified residence. An order may be generated directly through Dris or through a third-party technology platform identified to the Commission under 935 CMR 500.145(1) (e).
5. Dris will not deliver more Products to an individual consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An individual order will not exceed one ounce of marijuana or its dry-weight equivalent. The



individual order will only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3).

6. Dris will only deliver one individual order, per consumer, during each delivery.
7. Dris will not deliver to the same consumer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.
8. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by Dris to the consumer.
9. Any Product that is undeliverable or is refused by the consumer will be transported back to the establishment once all other deliveries included on a delivery manifest have been made.

MANIFESTS

Every home delivery will have a manifest produced by the originating Marijuana Establishment and provided to Dris. A manifest will be completed in duplicate, with the original manifest remaining with Dris during the delivery. The manifest must be signed by the Consumer receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of Dris. The manifest will be maintained within the vehicle during the entire transportation process, until all the deliveries are completed. Dris will retain all transportation manifests for no less than one year and make them available to the Commission on request.

A signed manifest shall serve as the written record of the completion of the delivery. The manifest will, at a minimum, include:

1. The name, address, and License number of Dris;
2. The names and marijuana establishment agent numbers of the marijuana establishment agents performing the delivery;
3. The consumer's name and address;
4. A description of the Products being transported, including the weight and form or type of product;
5. Signature lines for the agents who transported the Products;
6. A signature line for consumer who receives the Products.; and
7. The Dris vehicle make, model, and license plate number.

Dris will ensure that any Marijuana or Marijuana products that Dris delivers are tracked using Metrc.

For deliveries between marijuana establishments, a manifest will be filled out in triplicate, with the original remaining with the originating establishment, a second provided to the destination establishment upon arrival, and a third to be kept with the agent during transportation and returned to the originating establishment. Prior to transport, the manifest shall be securely transmitted to the destination establishment by facsimile or email.



Upon arrival, the agent at the destination establishment shall compare the manifest produced by the agents who transported the marijuana to the copy transmitted by facsimile or email. This manifest must, at a minimum, include:

- The originating establishment name, address, and license number;
- The names and registration numbers of the agents who transported the marijuana;
- The name and registration number of the agent who prepared the manifest;
- The destination establishment name, address, and license number;
- A description of the products being transported, including the weight;
- The mileage of the transporting vehicle at departure from the originating establishment, at the destination, and upon return at the originating establishment;
- The date and time of departure from originating the establishment and arrival at destination establishment;
- A signature line for the agent who receives the marijuana products;
- The weight and inventory before departure and upon receipt;
- The date and time that the transported products were re-weighed and re-inventoried;
- The name of the agent at the destination establishment who re-weighed and re-inventoried products; and
- The transportation vehicle's make, model, and license plate number.



QUALITY CONTROL AND TESTING

QUALITY CONTROL

Dris Corporation (“Dris”) will comply with any sanitary requirements of 935 CMR 500.000 with respect to its delivery operations. Dris will ensure that Dris’ vehicles are always maintained in a sanitary fashion and will comply with all applicable sanitary requirements. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands appropriately.

Dris will transport Marijuana and Marijuana Products in a secure, locked storage compartment that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8). For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by Dris to the Consumer. Only Marijuana Products that are Shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by Dris. Dris will coordinate with the originating Marijuana Establishment and any relevant Third-party Technology Platform Provider as necessary to ensure that only appropriate products are available for delivery. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination.

Dris will ensure that there is sufficient space (in both its vehicles and at its licensed location) for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. All contact surfaces, will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana.

Any Marijuana or Marijuana Product that is undeliverable or is refused by the Consumer will be transported back to Dris once all other deliveries included on a delivery manifest have been made.

TESTING

Dris will ensure that any contract with a Marijuana Establishment includes language pertinent to the proper testing of marijuana and marijuana products prior to Dris delivery of such products, which will include the standards required under 935 CMR 500.160 (as further detailed below).

Dris will not deliver 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 that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a



signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of any marijuana products delivered by Dris will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of the environmental media used by cultivators will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The marijuana delivered by Dris will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Dris acknowledges and understands that the Commission may require additional testing.

Dris will ensure that, for each marijuana establishment that it sources its products from, such marijuana establishment's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both the marijuana establishment and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

The marijuana establishments that Dris delivers products for 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. Dris acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

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 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 the marijuana establishment for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of



marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Dris Corporation (“Dris”) will securely maintain personnel records, including registration status and background check records. Dris 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 business hours and safe work conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

AGENT PERSONNEL RECORDS

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Dris 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; and
- Results of initial background investigation, including CORI reports.

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

AGENT BACKGROUND CHECKS

- In addition to completing the Commission’s agent registration process, all agents hired to work for Dris will undergo a detailed background investigation prior to being granted access to a Dris facility or vehicle or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Dris pursuant to 935 CMR 500.030 and will be used by the Chief Executive Officer, 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 Dris.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Dris 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, Dris will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Table B 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, Dris 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.

- 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 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 Dris or the Commission.

PERSONNEL POLICIES AND TRAINING

As outlined in Dris' Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Dris agents are required to complete training as detailed in Dris' Qualifications and Training plan which includes but is not limited to Dris' strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained by Dris and a comprehensive discussion regarding Dris' policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Dris will have a 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 Dris' 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.

All individuals delivering Marijuana and Marijuana Products for Dris directly to Consumers will be employees of Dris and will hold a valid Dris agent registration.

RECORDKEEPING

Dris Corporation (“Dris”) 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 Dris documents. Records will be stored at Dris in a locked room designated for record retention.

To ensure that Dris 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 Dris’ quarter-end closing procedures. In addition, Dris’ operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Dris will maintain its records in accordance with generally accepted accounting principles.

- Corporate Records

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 Contracts
- Delivery Agreements
- 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 Commonwealth Filings

- Business Records

Business Records 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 employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Dris.
- Personnel Records

At a minimum, Personnel Records 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 Dris 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: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Dris 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. Inventory records will be maintained as required by 935 CMR 500.105(8).
- Seed-to-Sale Tracking Records
 - Dris will use Metrc as the seed-to-sale tracking software to maintain real-time inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Dris will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the

appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .

- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Dris 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 within Dris' jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log 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 to be disposed of, Dris will create and maintain a record of any marijuana or marijuana products returned for waste disposal. Dris 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.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Dris is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Dris will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records
 - Records that any and all of Dris' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on 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).
- Responsible Vendor Training
 - Dris shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure



- In the event Dris closes, all records will be kept for at least two (2) years at Dris' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Dris 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 Dris' 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 be maintained as required by 935 CMR 500.105(1).
- License Renewal Records
 - Dris will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

MANIFESTS

Every home delivery will have a manifest produced by the originating marijuana establishment. A manifest will be completed in duplicate, with Dris. The manifest will be signed by the consumer receiving the Products and the marijuana establishment agent acting on behalf of Dris. A signed manifest will serve as the written record of the completion of the delivery.

The manifest must, at a minimum, include:

1. The name, address, and License number of Dris;
2. The names and marijuana establishment agent numbers of the marijuana establishment agents performing the delivery;
3. The consumer's name and address;
4. A description of the Products being transported, including the weight and form or type of product;
5. Signature lines for the agents who transported the Products;
6. A signature line for consumer who receives the Products.; and
7. The Dris vehicle make, model, and license plate number.

The manifest will be maintained within the vehicle during the entire transportation process, until all deliveries are completed. All manifests will be retained for no less than one year and made available to the Commission upon request.

A separate log will be maintained for each delivery. For each delivery, Dris agents will record:



1. The location of the originating marijuana establishment and date and time the vehicle leaves the location;
2. The mileage of the transporting vehicle at departure from the marijuana establishment, the mileage on arrival at each Consumer destination, and mileage on return to the marijuana establishment;
3. The date and time of departure from the marijuana establishment and arrival at each consumer destination for each delivery; and
4. An entry indicating the date and time of the last delivery in an order.

Dris will ensure that all orders for delivery will comply with the regulations pursuant to 935 CMR 500.145(2).

THIRD-PARTY PLATFORMS

Dris may use a third-party technology platform to facilitate the ordering of marijuana and marijuana products. This provider will comply with all privacy and consumer protection standards. Any agreement between Dris and third-party technology platform provider will be available for inspection pursuant to 935 CMR 500.101 and control limitations pursuant to CMR 500.050(1)(a). Dris will notify the Commission within five (5) days of any modification to an agreement with third-party technology platform provider and any new, additional, or assigned agreements with the provider.

WHOLESALE AGREEMENTS

Dris may deliver Marijuana or Marijuana Products directly to Consumers from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which the Delivery Operator has a Wholesale Agreement. A licensed Marijuana Establishment with which the Delivery Operator has a Wholesale Agreement with for the purpose of transacting home deliveries to Consumers shall establish a Pre-verification process for Consumers who intend to place orders for delivery with the Marijuana Establishment. Dris will only obtain Marijuana or Marijuana Products for delivery from a licensed Marijuana Establishment with which Dris has a Wholesale Agreement. All agreements between Dris will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). The Commission will be notified in writing of any substantial modification to a Delivery Agreement.

RECORD-RETENTION

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

MAINTAINING OF FINANCIAL RECORDS

Dris Corporation (“Dris”) 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). Dris will deliver marijuana and marijuana products directly to consumers from a Marijuana Establishment with whom Dris has a Wholesale Agreement. All agreements between Dris and a marijuana establishment will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). Dris will notify the Commission of any substantial modifications to the delivery agreement.

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;
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over nature.
- All applicable sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - 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;
 - If Dris determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the financial recording system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and



- 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 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Dris will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant will provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.



QUALIFICATIONS AND TRAINING

Dris Corporation (“Dris”) will ensure that all individuals hired will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Dris will maintain a list of anticipated positions and their qualifications, which (at a minimum) will require the following.

QUALIFICATIONS AND SUITABILITY

In accordance with 935 CMR 500.030, all candidates 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.

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

All individuals delivering marijuana and marijuana products directly to Consumers will be employees of Dris and will hold a valid Marijuana Establishment Agent registration and have a driver’s license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Dris prior to transporting or otherwise handling Dris’ products.

TRAINING

As required by 935 CMR 500.105(2), and prior to performing job functions, each agent 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 Training Program and eight (8) hours of on-going training annually.

Dris agents will first take the Basic Core Curriculum. After successful completion of the Basic Core Curriculum, each Dris agent involved in the handling or sale of marijuana for adult use will fulfill (at a minimum) the four-hour RVT requirement every year thereafter for Dris to maintain designation as a Responsible Vendor. In addition to the Basic Core Curriculum, all Dris agents acting as delivery employees of a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement will have attended and successfully completed the Delivery Core Curriculum

All owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will attend the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Dris is designated a “Responsible Vendor”, all new



employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Dris 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. Dris’ 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 applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Dris’ agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Safely conducting deliveries;
2. Safe cash handling practices;
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;
6. Indications of impairment;
7. Notification to Consumers of use of mandatory recording devices;
8. Marijuana’s effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
9. Diversion prevention and prevention of sales to minors, including best practices;
10. Compliance with all tracking requirements;
11. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification; and
 - Common mistakes made in verification
12. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;



- Licensee responsibilities for activities occurring within licensed premises;
- Maintenance of records;
- Privacy issues; and
- Prohibited purchases and practices.

Job Description

Delivery Agent

Delivery Agents are responsible for ensuring that marijuana and marijuana products are transported from Marijuana Establishments in which Dris has a wholesale agreement with.

Delivery Agent responsibilities include:

- Following best practice for safety, both on the road and while receiving and delivering products;
- Communicate with Security Agents while on the road every thirty minutes;
- Meet delivery deadlines daily;
- Log entries, and maintain manifest log; and
- Ensure you are adhering to Dris' security and transportation policies and procedures as well as the Delivery Plan.

ENERGY COMPLIANCE PLAN

Dris Corporation (“Dris”) energy usage will be derived primarily from vehicles instead of buildings. Dris is currently exploring utilizing vehicles that use alternative fuels, to help to reduce carbon emissions and increase Dris’ energy security. Dris will regularly evaluate alternative fuel vehicle options. When making vehicle fleet decisions, Dris will consider the following factors: fuel efficiency; security; functionality; dependability; ability to outfit to meet the requirements of the Commission’s regulations and guidance; and cost. Given the magnitude of Dris’ travel throughout the Commonwealth, Dris will place an emphasis on fuel-efficient vehicles 1) to reduce emissions; and 2) to reduce fuel expenditures.

In addition to seeking energy efficient vehicles as described above, Dris will demonstrate consideration of the following factors as they relate to the business location:

1. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Dris will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and, if requested will provide energy and water usage reporting to the Commission in a form determined by the Commission.

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). Dris will regularly check for such guidelines and continue to follow the Commission’s standards.



Dris Leadership Diversity Plan:

Goal #1: 80% of Dris's Executive Leadership and Board will be made up of either women; minorities; veterans; people with disabilities; or people who identify as LGBTQ+.

Programs: Dris's existing leadership team will attend at least one (1) diverse networking event annually to meet the talent that may fit these roles. Networking opportunities include virtual mixers and industry conferences that attract diverse talent.

Measurement & Accountability:

Upon receipt of a Provisional License and each year thereafter upon renewal, we will assess what percentage of our leadership team and board came from these groups, with the goal of ensuring that at least 80% identify as being either women; minorities; veterans; people with disabilities; or people who identify as LGBTQ+.

We will also measure which was the most effective method for hiring from these areas and make adjustments accordingly.

Dris Employee Diversity Plan:

Goal #2: Dris's employees will identify as:

- Minorities (50%)
- Women (25%)
- LGBTQ+ (10%)
- People with Disabilities (10%)
- Veterans (15%)

Programs: We will post to job boards that target diverse demographics, such as DiversityJobs.com and HirePurpose.com.

Measurement & Accountability:



Upon receipt of a Provisional License and each year thereafter upon renewal, we will assess what percentage of Dris's employees identify as:

- Minorities (50%)
- Women (25%)
- LGBTQ+ (10%)
- People with Disabilities (10%)
- Veterans (15%)

We will also document any relevant job advertisements placed.

Acknowledgements:

- Dris will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Dris will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.