



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1346
Original Issued Date: 05/28/2026
Issued Date: 05/28/2026
Expiration Date: 05/28/2027

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification Number: PMD6134

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Mederi Express LLC

Phone Number: 978-828-6921 Email Address: meredith@mederiinc.com

Business Address 1: 44 Boynton Road Business Address 2:
Business City: Holliston Business State: MA Business Zip Code: 01746
Mailing Address 1: 44 Boynton Road Mailing Address 2:
Mailing City: Holliston Mailing State: MA Mailing Zip Code: 01746

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE305024

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: 51 Percentage Of Control: 45
Role: Owner / Partner Other Role:
First Name: Heather Middle Name: Last Name: Silva Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership:	Percentage Of Control: 10		
Role: Other (specify)	Other Role: Close Associate		
First Name: Christopher	Middle Name: George	Last Name: Pantano	Suffix:
Gender: Male	User Defined Gender:		
What is this person's race or ethnicity?: Decline to Answer			
Specify Race or Ethnicity:			

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 45	Percentage of Ownership: 49	
Entity Legal Name: Mederi, Inc.	Entity DBA: N/A	DBA City: Holliston
Entity Description: Massachusetts Licensed Cannabis Cultivator and Product Manufacturer		
Entity Website: mederiinc.com		
Foreign Subsidiary Narrative:		
Relationship Description: Mederi INC. is the Class B shareholder of Mederi Express LLC and the sole Manager as defined by the Mederi Express LLC Operating Agreement. Mederi Inc. will also act as a mentor in the licensed cannabis industry for the Social Equity applicant, Mederi Express LLC.		

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Christopher	Last Name: Pantano	Suffix:
Marijuana Establishment Name: Mederi Inc. (MC282059)	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Holliston	Marijuana Establishment State: MA	

Individual 2

First Name: Christopher	Last Name: Pantano	Suffix:
Marijuana Establishment Name: Mederi Inc.(MP281806)	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Holliston	Marijuana Establishment State: MA	

Individual 3

First Name: Christopher	Last Name: Pantano	Suffix:
Marijuana Establishment Name: Mederi II, LLC (RMD 3661)	Business Type: Other	
Marijuana Establishment City: Holliston	Marijuana Establishment State: MA	

Individual 4

First Name: Christopher	Last Name: Pantano	Suffix:
Marijuana Establishment Name: Mederi, Inc. (MT281704)	Business Type: Marijuana Transporter with Other Existing ME License	
Marijuana Establishment City: Holliston	Marijuana Establishment State: MA	

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 44 Boynton Road

Establishment Address 2:

Establishment City: Holliston

Establishment Zip Code: 01746

Approximate square footage of the establishment: 16000

How many abutters does this property have?: 8

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
Plan to Remain Compliant with Local Zoning	2025-09-02 Mederi Express Plan to Remain Compliant with Local Zoning.pdf	pdf	68b715a68d0c9ab53359ad6a	09/02/2025
Community Outreach Meeting Documentation	2025-09-26 Community Outreach Documentation combined.pdf	pdf	68d6f6e9366765b777b2a597	09/26/2025
Executed HCA	Signed HCA legible.pdf	pdf	68ee97485c55e822b0466f00	10/14/2025

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.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact (2).pdf	pdf	692db890fe58050a08c5bd0c	12/01/2025

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Heather

Last Name: Silva Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Christopher

Last Name: Pantano Suffix:

RMD Association: RMD Owner

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner

Other Role:

Entity Legal Name: Mederi, Inc.

Entity DBA:

Federal Tax Identification Number EIN/
TIN: 82-3486721

Entity Description: MA Licensed Cannabis Cultivator and Product
Manufacturer

Phone: 978-828-6921

Email: meredith@mederiinc.com

Primary Business Address 1: 44 Boynton Road

Primary Business Address 2:

Date generated: 06/01/2026

Page: 3 of 6

Primary Business City: Holliston

Primary Business State: MA

Principal Business Zip Code: 01746

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Mederi Express DOR GS.pdf	pdf	68b89e175fa9118d2cdcd262	09/03/2025
Department of Unemployment Assistance - Certificate of Good standing	DUA Attestation.pdf	pdf	68b8a0388d0c9ab5335ba1b1	09/03/2025
Secretary of Commonwealth - Certificate of Good Standing	2025-08-28 Mederi Express Good Standing SOC.pdf	pdf	68c049ac6248b2e3247ba78e	09/09/2025

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Mederi Express Certificate of Organization.pdf	pdf	68b89ec38d0c9ab5335b9ec1	09/03/2025
Bylaws	Mederi Express Operating Agreement signed.pdf	pdf	68e946435c55e822b0437445	10/10/2025

Massachusetts Business Identification Number: 001883272

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	ME Plan for Insurance.pdf	pdf	6828ebde6cf3645b62fb082d	05/17/2025
Capitalization Table	20250926 Cap Table.pdf	pdf	68d6fe3c5c55e822b033deac	09/26/2025
Operating Agreement or Articles of Incorporation	20250926 Certificate of Org.pdf	pdf	68d6fe9a5c55e822b033df35	09/26/2025
Business Plan	20250926 Business Plan.pdf	pdf	68d7021c5c55e822b033e146	09/26/2025
Proposed Timeline	Proposed Timeline MEDERI EXPRESS 2025.pdf	pdf	68e94175366765b777c1edcf	10/10/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintenance of financial records	Express_Mat. of Financial Records rev.pdf	pdf	6837b4192309ac25e35b597f	05/28/2025
Record-keeping procedures	Express_Recordkeeping Procedures.pdf	pdf	6837b5c16cf3645b62044a21	05/28/2025
Prevention of diversion	Prevention of Diversion.docx.pdf	pdf	6837b6996cf3645b62044a8d	05/28/2025
Personnel policies	Personnel Policies Including Background Checks.docx.pdf	pdf	6837bd882309ac25e35b5ac4	05/28/2025

Inventory procedures	Inventory Procedures.docx.pdf	pdf	6837c0ef6cf3645b62044c37	05/28/2025
Transportation of marijuana	Transportation of Marijuana.docx.pdf	pdf	6837c22f2309ac25e35b5ba3	05/28/2025
Quality control and testing procedures	Quality Control and Testing.docx.pdf	pdf	6837c2af2309ac25e35b5bc6	05/28/2025
Security plan	Mederi Express - Operating Policies & Procedures - Security Plan.pdf	pdf	686dc8f6e57fbdf5930282ad	07/08/2025
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	MEDERI_EXPRESS Delivery Plan.docx.pdf	pdf	686dc94fe57fbdf5930282da	07/08/2025
Storage of marijuana	Mederi Express - Operating Policies & Procedures - Storage Plan.pdf	pdf	686e746cd82325fae405a403	07/09/2025
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Mederi Express - Operating Policies & Procedures - Dispensing Procedures.pdf	pdf	686e7747d82325fae405abf6	07/09/2025
Qualifications and training	MEDERI_EXPRESS' Qualifications and Training.docx.pdf	pdf	686e7981d82325fae405b46b	07/09/2025
Energy Compliance Plan	Mederi Express - Operating Policies & Procedures - Energy Efficiency .pdf	pdf	686e7c39e57fbdf59302d156	07/09/2025
A plan to obtain marijuana and marijuana products	Mederi Express - Operating Policies & Procedures - Plan for Obtaining Marijuana .pdf	pdf	686e7c45e57fbdf59302d18a	07/09/2025
A detailed plan for White Labeling	Mederi Express - Operating Policies & Procedures - White Labeling.pdf	pdf	686e7c5ae57fbdf59302d19e	07/09/2025
Diversity plan	Mederi Express - Diversity Plan.pdf	pdf	690377f71cb95ddffb7ce615	10/30/2025

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 11:00 PM
Tuesday From: 8:00 AM	Tuesday To: 11:00 PM
Wednesday From: 8:00 AM	Wednesday To: 11:00 PM
Thursday From: 8:00 AM	Thursday To: 11:00 PM
Friday From: 8:00 AM	Friday To: 11:00 PM
Saturday From: 8:00 AM	Saturday To: 11:00 PM
Sunday From: 10:00 AM	Sunday To: 10:00 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

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Mederi Express LLC will remain complaint with the local zoning requirements of the Town of Holliston by obtaining a Special Permit from the Planning Board. Mederi Express LLC has already spoken to the Town Planner, and all of the materials required by the Town of Holliston to obtain a Special Permit. Mederi Express LLC plans to schedule an appearance before the Planning Board to request the Special Permit in the coming weeks. Once the Special Permit has been awarded, Mederi Express LLC will remain in compliance with its terms at all times. Mederi Express LLC will also monitor any changes made to the Zoning Bylaws that impact cannabis companies by attending Annual and Special Town Meetings of the Town of Holliston.

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):
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:

b. Name of publication:

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:

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:

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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



Notice is hereby given that a Community Outreach Hearing for the proposed Marijuana Establishments Mederi Express LLC is scheduled for September 18, 2025 at 6pm at 44 Boynton Road, Holliston, MA 01746. The proposed Delivery facility is anticipated to be located at 44 Boynton Road, Holliston, MA 01746. There will be an opportunity for the public to ask questions.

Order Confirmation

Not an Invoice

Attachment A

Account Number:	930651
Customer Name:	A Dean Law PC
Customer Address:	A. Dean Law PC 234 Littleton RD # 1B Westford MA 01886-3530
Contact Name:	Adrienne Dean
Contact Phone:	(202) 644-8880
Contact Email:	adrienne@adean.law
PO Number:	Adrienne Dean

Date:	08/29/2025
Order Number:	11624067
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	18.0000
Height in Inches:	1.8700

Print

Product	#Insertions	Start - End	Category
NEO MET Daily News	1	09/04/2025 - 09/04/2025	Public Notices
NEO wickedlocal.com	1	09/04/2025 - 09/04/2025	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$85.28
Tax Amount	\$0.00
Service Fee 3.99%	\$3.40
Cash/Check/ACH Discount	-\$3.40
Payment Amount by Cash/Check/ACH	\$85.28
Payment Amount by Credit Card	\$88.68

Order Confirmation Amount	\$85.28
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44 Boynton Road

LEGAL NOTICE

Notice is hereby given that a Community Outreach Hearing for the proposed Marijuana Establishments Mederi Express LLC is scheduled for September 18, 2025 at 6pm at 44 Boynton Road, Holliston, MA 01746. The proposed Delivery facility is anticipated to be located at 44 Boynton Road, Holliston, MA 01746. There will be an opportunity for the public to ask questions.

AD#11624067

DN 09/04/2025

M

Meredith George

<meredith@mederiinc.com>

to greendalee@holliston.k12.ma.us, Adrienne

12:16 PM (2 hours ago)

☆ ↶ ⋮

My mistake:

Notice is hereby given that a Community Outreach Hearing for the proposed Marijuana Establishments Mederi Express LLC is scheduled for **September 18, 2025** at 6pm at 44 Boynton Road, Holliston, MA 01746. The proposed Delivery facility is anticipated to be located at 44 Boynton Road, Holliston, MA 01746. There will be an opportunity for the public to ask questions.

PLEASE CONFIRM RECEIPT OF THIS EMAIL

Meredith George
Chief Financial Officer & Co-Founder
MederiInc.com
(Latin) /medēri: to heal, cure, remedy

...

g

Greendale, Elizabeth

to me

12:48 PM (1 hour ago)

☆ ↶ ⋮

Received

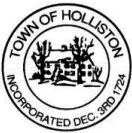
Elizabeth Turner Greendale, CMC/CMMC
Town Clerk
Massachusetts Town Clerks Association, Past President
Justice of the Peace
Notary Public
703 Washington Street
Holliston, MA 01746
508-429-0601
Fax 508-429-0642
greendalee@holliston.k12.ma.us



MASSACHUSETTS

REGISTER TO VOTE

ONLINE



...

Notice is hereby given that a Community Outreach Hearing for the proposed Marijuana Establishments Mederi Express LLC is scheduled for September 18, 2025 at 6pm at 44 Boynton Road, Holliston, MA 01746. The proposed Delivery facility is anticipated to be located at 44 Boynton Road, Holliston, MA 01746. There will be an opportunity for the public to ask questions.

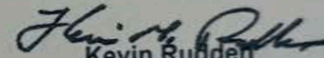
LIST COMPLETED ON AUGUST 29, 2025

CERTIFIED ABUTTERS LIST
SUBJ PROP: 44 BOYNTON ROAD
RADIUS: 300 FT

Attachment C

#	PARCEL ID	OWNER 1	OWNER 2	MAILING ADDRESS	CITY/TOWN	STATE	ZIPCODE
1	136/001.0-0001-0057.0	[REDACTED]	[REDACTED]	P.O. BOX 6770	HOLLISTON	MA	01746-
2	136/001.0-0001-0044.C	[REDACTED]	[REDACTED]	3900 W. HAMLIN RD	ROCHESTER HILLS	MI	48309-
3	136/001.0-0001-0040.0	[REDACTED]	[REDACTED]	5 BOYNTON RD	HOLLISTON	MA	01746-
4	136/001.0-0001-0043.0	[REDACTED]	[REDACTED]	P.O. BOX 270	HARTFORD	CT	06141-
5	136/001.0-0001-0044.1	[REDACTED]	[REDACTED]	375 HOPPING BROOK RD	HOLLISTON	MA	01746-
6	136/001.0-0001-0055.2	[REDACTED]	[REDACTED]	703 WASHINGTON STREET	HOLLISTON	MA	01746-
7	136/001.0-0001-0058.0	[REDACTED]	[REDACTED]	703 WASHINGTON ST	HOLLISTON	MA	01746-
8	136/001.0-0001-0055.1	[REDACTED]	[REDACTED]	40 SMITHURST DR	HOLLISTON	MA	01746-
9	136/001.0-0001-0056.0	[REDACTED]	[REDACTED]	330 HOPPING BROOK ROAD	HOLLISTON	MA	01746-

The foregoing list of abutters is correct
according to the Assessors' records.


Kevin Rudden
Principal Assessor

USPS TRACKING #



9590 9402 6039 0069 8148 24

Attachment C

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box •

MEDERI
44 Boynton Road
Holliston, MA. 01746

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

[REDACTED]

[REDACTED]

5 BOYNTON RD
HOLLISTON, MA 01746-



9590 9402 6039 0069 8148 24

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING#



Attachment C

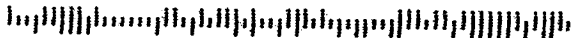
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 6039 0069 8147 70

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

MEDERI
44 Boynton Road
Holliston, MA. 01746



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

[REDACTED]
[REDACTED]
3900 W. HAMLIN RD
ROCHESTER HILLS, MI 48309-



9590 9402 6039 0069 8147 70

2. Article Number (Transfer from service label)**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X

- ☐
- Agent
-
- ☒
- Addressee

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

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

USPS TRACKING #



Attachment C

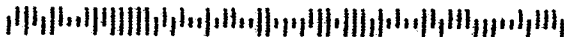
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 6039 0069 8147 94

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box •

MEDERI
44 Boynton Road
Holliston, MA. 01746



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

[REDACTED]

P.O.BOX 6770
HOLLISTON, MA 01746-



9590 9402 6039 0069 8147 94

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent☐ Addressee

C. Date of Delivery

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

HOLLISTON, MA
SEP - 2 2025

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING #



Attachment C

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

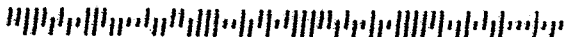
9590 9402 6039 0069 8147 56

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box •

MEDERI
44 Boynton Road
Holliston, MA. 01746

6-145944



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

40 SMITHHURST DR
HOLLISTON, MA 01746-



9590 9402 6039 0069 8147 56

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Patricia R. Thend* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

Patricia R. Thend C. Date of Delivery *9/3/25*

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING #



Attachment C

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 6039 0069 8147 87

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box •

MEDERI
44 Boynton Road
Holliston, MA. 01746

145944



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

[REDACTED]
[REDACTED]
703 WASHINGTON ST
HOLLISTON, MA 01746-



9590 9402 6039 0069 8147 87

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

K. White

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING#



Attachment C

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 6039 0069 8148 31

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

MEDERI
44 Boynton Road
Holliston, MA. 01746



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

[REDACTED]

703 WASHINGTON STREET
HOLLISTON, MA 01746-



9590 9402 6039 0069 8148 31

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING #



Attachment C

**First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10**

9590 9402 6039 0069 8148 00

**United States
Postal Service**

- Sender: Please print your name, address, and ZIP+4® in this box •

MEDERI
44 Boynton Road
Holliston, MA. 01746

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

[REDACTED]
[REDACTED]

P.O. BOX 270

HARTFORD, CT 06141-



9590 9402 6039 0069 8148 00

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

SEP 05 2025

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery



UNITED STATES POSTAL SERVICE.

HOLLISTON
1661 WASHINGTON ST
HOLLISTON, MA 01746-9998
www.usps.com

08/29/2025

01:57 PM

TRACKING NUMBERS

9589 0710 5270 2057 4408 29
9589 0710 5270 2057 4408 36
9589 0710 5270 2057 4408 43
9589 0710 5270 2057 4408 50
9589 0710 5270 2057 4408 67
9589 0710 5270 2057 4408 74
9589 0710 5270 2057 4408 98
9589 0710 5270 2057 4408 81
9589 0710 5270 2057 4409 04

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE

Send tracking number to 28777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE

at <https://www.usps.com/tracking>

Attachment C

Remov

CRUNC

with 10 DES

Retail



01746

U.S. POSTAGE PAID
FCM LETTER
HOLLISTON, MA 01746
AUG 29, 2025

\$10.48

S2324N502169-10

RDC 99

Retail



RDC 99



MEDERI
44 Boynton Road
Holliston, MA. 01746

330 HOPPING BROOK ROAD
HOLLISTON, MA 01746-

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee \$17.70
\$17.70
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$14.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$10.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$10.70
\$10.70

Total Postage and Fees \$28.40
\$28.40

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Postmark
Here

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

Plan for Positive Impact

GOALS –

Mederi Express LLC (the “Company”) hereby adopts a Plan for Positive Impact (the “Plan”), the goals of which shall be (a) to recruit and hire employees who are Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions, Commission designated Social Equity Program Participants, Commission-designated Economic Empowerment Priority applicants, (b) to assist individuals who have been negatively harmed by cannabis prohibition to have their criminal record expunged of such offenses and (c) training existing employees to advance within the company or have the skills to open their own facility. Walpole is the closest geographic area, **identified by the Commission** and according to the specific census tract data. Mederi Express will focus their efforts there in accordance with 935 CMR 500.101 (1). Mederi Express will also closely monitor the current conversations taking place within the Commission regarding the Areas of Disproportionate Impact and stay up to date with any changes made to those designated areas.

PROGRAMS -

With respect to employee recruitment, the Company shall:

1. Implement Positive Impact Hiring Plan:

Endeavor to hire a minimum of **3 employees** who have past drug convictions and or Massachusetts residents with parents or spouses who have drug convictions (such employee being a “Preferred Status Employee”). The Company will post job advertisements on local job boards which shall expressly state that Massachusetts residents with past drug convictions (or whose parents or spouses have past drug convictions), Commission designated Social Equity Program Participants and Commission-designated Economic Empowerment Priority applicants are expressly encouraged to apply and shall receive preferential hiring status. The Company will host **2 job fairs or post advertisements** for new positions on an as needed basis. The Company 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.

2. Implement Positive Impact Training Plan:

Employees that have been employed by the Company for at least one year may apply to participate in a management training curriculum. An employee in the management training curriculum shall spend at least one month working with each manager and executive within the Company. At minimum, the management training curriculum shall include instruction on

compliance with CCC regulations including security requirements, social equity goals, logistics of raising capital, identification of real property suitable for cannabis use, review of local zoning regulations, and use of payroll and accounting procedures. With respect to any notices published, the Company 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 the applicant will not violate the Commission's regulations with respect to the limitations on ownership or control or other applicable laws.

MEASUREMENTS –

The Company shall collect data from all employees as to their social equity status or history of being negatively harmed by cannabis prohibition. The Company shall also collect data from all prospective employees as to the way in which the employee learned of the job opportunity that they are applying for (i.e. via a job fair, newspaper or website). The Company shall keep a record of all job postings that it publishes in print or online. Such data shall include a copy of the advertisement, the date that it was published and the newspaper/website that it was published on.

Within two years of opening, the Company will seek to have at least 50% of employees be Preferred Status Employees. If that goal is not met, the Company shall revise its plan to increase the number of job fairs per year and/or change its method of advertising available positions (i.e. more frequent postings or posting in different publications).

The Company shall collect data as to the number of employees engaged with its management training curriculum. Within **two years** of becoming operational, the Company shall endeavor to have at least **one current employee** complete the management training program and receive a promotion at the Company. Within **five years** of becoming operational, the Company shall endeavor to have at least **three current employees** complete the management training program and receive a promotion at the Company.

All data described in this section shall be collected in the form of employee surveys, and readily available to be reviewed at any time. The Company shall record and retain such data in accordance with 830 CMR 62C.25.1: Record Retention. The Company shall provide the CCC with a copy of such data in support of any application to renew any Marijuana Establishment license. The Company shall review all data collected pursuant to this Plan for Positive Impact every six months, and create a report thereof. These biannual reports will be reviewed and utilized by the

company prior to making a decision to (a) post an advertisement for a job opening, (b) hire an employee, (c) host a job fair, (d) accept an eligible employee's application into the company's management training curriculum. Such reports will also be used to demonstrate proof of success or progress upon the yearly renewal of the Company's Marijuana Establishment License.

The Company affirmatively states that it: (1) acknowledges and is aware, and 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; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number: 001883272 (number will be assigned)		
1. The exact name of the limited liability company is: MEDERI EXPRESS LLC		
2. The address in the Commonwealth where the records will be maintained: Number and street: 44 BOYNTON ROAD Address 2: City or town: HOLLISTON State: MA Zip code: 01746 Country: UNITED STATES		
3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person): TO SEEK A LICENSE FROM THE CANNABIS CONTROL COMMISSION		
4. The latest date of dissolution, if specified: (mm/dd/yyyy)		
5. The name and address of the Resident Agent: Agent name: CHRISTOPHER PANTANO Number and street: 44 BOYNTON ROAD Address 2: City or town: HOLLISTON State: MA Zip code: 01746		
I CHRISTOPHER PANTANO, resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.		
6. The name and business address of each manager, if any:		
Title	Name	Address
MANAGER	MEDERI INC.	44 BOYNTON ST HOLLISTON, MA 01746 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address
SOC SIGNATORY	ADRIENNE DEAN ESQ.	9 PHEASANT CIR #6 MILFORD, MA 01757 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of April, 2025,

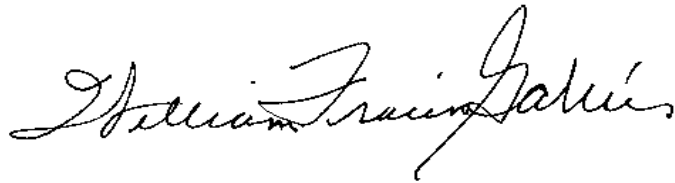
ADRIENNE DEAN ESQ.

, Signature of Authorized Signatory.

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:

April 18, 2025 10:34 AM

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

OPERATING AGREEMENT OF

MEDERI EXPRESS LLC

(a Manager-Managed Massachusetts Limited Liability Company)

Effective as of September 19, 2025

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

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OPERATING AGREEMENT OF MEDERI EXPRESS LLC

(a Massachusetts Limited Liability Company)

This OPERATING AGREEMENT (this “*Agreement*”) of MEDERI EXPRESS LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the “*Company*”), is entered into and made effective as of September 19, 2025 by and among the Company, Heather Silva, a domiciliary of the Commonwealth of Massachusetts, Mederi Inc., a domestic corporation of the Commonwealth of Massachusetts, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

WHEREAS, the Company was formed by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on April 18, 2025;

WHEREAS, the Members, the Managers, and the Company intend that this Agreement shall set forth the understanding amongst them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, its management and operation, and the economic arrangement between the Members with respect to the Company; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1: GENERAL

Definitions. Certain capitalized terms used in this Agreement shall have the respective meanings set forth on **Schedule B** attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined in the provisions of the Massachusetts Limited Liability Company Act.

Overview. This Agreement sets forth, among other things, the manner in which the

Company will be operated and the manner in which the profits and losses of the Company will be shared by the Members.

Name. The name of the Company shall be MEDERI EXPRESS LLC.

Principal Office. The principal office of the Company shall be at 44 Boynton Road, Holliston, MA or at such other place or places as the Manager may determine from time to time.

Registered Office. The registered office of the Company shall be the office of the resident agent named on the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Company may designate from time to time in the manner provided by the Act and applicable law.

The resident agent for service of process on the Company in the Commonwealth of Massachusetts shall be the resident agent named in the Certificate of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by the Act and applicable law.

Term. The Company commenced on April 18, 2025, the date that the Certificate of Organization of the Company was filed with the Massachusetts Secretary of the Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

Purposes. The purpose of the Company shall be to engage in any business that is not prohibited by the Act or any other law, and to enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purpose as may be necessary, incidental or convenient to carry out the business of the Company as contemplated by this Agreement.

Title to Property. All Company Property shall be owned by the Company as an Entity and no Member shall have any ownership interest in such property in his, her or its individual name or right solely by reason of being a Member, and except as otherwise provided in this Agreement, each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all Company Property in the name of the Company and not in the name of any Member.

Operating Agreement and the Act. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

ARTICLE 2: MEMBERS

§2.1 Meetings of Members.

The Members shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree, or telephonically, as further described below, on such date and at such time as may be fixed by the Members for the transaction of such lawful business as may come before the meeting. Special meetings of the Members may be called by any Member upon written notice

to the other Members or by telephone or facsimile, which notice must be given no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Members may be held by telephone or any other communications equipment, by means of which all participating Members can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office or other place within or outside of the Commonwealth of Massachusetts as the Members may agree. All meetings of the Members shall be called to order and presided over by such Person or Persons who may be designated by the Members.

§2.2 Quorum.

Unless a quorum consisting of members holding at least a majority of the Units entitled to vote on the particular subject matter of the meeting are present in person or by proxy, no action may be taken at a meeting of the Members.

§2.3 Action by Written Consent.

Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members holding at least a majority of the Units entitled to vote on the particular action. All Members entitled to vote who do not participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken. For the purpose of each of these votes, each unit shall carry a single vote.

§2.4 Voting Rights; Required Vote.

Consistent with Massachusetts law applicable to limited liability companies, any decision to (i) amend the Operating Agreement or (ii) alter the rights or interests of the Members in the Company imbued by virtue of their ownership of the Company's Units requires the unanimous consent of the Members.

For the avoidance of doubt, upon the occurrence of the Trigger Event as defined below and following the receipt of all local and state regulatory approvals concerning the Company's change of ownership, (i) all Class A Units shall automatically convert to Class B Units, resulting in the Class B Unitholders owning 100% of all existing Units (assuming that a new class of Units has not been issued) and (ii) the Class A Unitholder(s) shall receive a payment of \$250,000. The Trigger Event is defined as the earlier to occur of (i) the end of the Exclusivity Period as determined by the Cannabis Control Commission which requires all licensed cannabis Delivery Businesses to be majority-owned by Social Equity applicants as defined in 935 CMR 500, or (ii) April 1, 2026.

§2.5 Deadlock.

In the event that a proposed action of the Members does not receive the required vote, consent or approval of the Members entitled to vote on a particular action and results in a deadlock of the Members (a "**Deadlock**"), the Deadlock shall be resolved as follows: The Members shall mutually agree upon an independent third party of relevant experience and competence to provide mediation for 90 days. If after 90 days of mediation the matter still has not been decided, the matter shall be submitted to arbitration to be conducted by the American Arbitration Association (the

“AAA”) in accordance with the terms and conditions set forth in Section 10.15 hereof.

§2.6 RESERVED

§2.7 Preemptive Rights of Members.

Any sale and issuance of New Units shall be subject to the following preemptive rights of the Members (the “***Preemptive Rights***”): The Company must first deliver a written notice of such offer to each Member describing the type of New Units (if applicable), the price and the general terms upon which the Company proposes to issue the same. Each Member shall thereafter have a thirty (30) day period from the date such notice was received by the Member to exercise his, her or its right to purchase up to a percentage of the New Units equal to such Member’s Percentage Interest at the time of the proposed offering for the price and upon the general terms specified in the notice, such that, after the issuance of all such proposed New Units, such Member’s Percentage Interest will be the same as that maintained by such Member immediately prior to the issuance of any such New Units. Failure by a Member to give such notice of its election to purchase New Units within such thirty (30) day period shall mean that such Member has waived his, her or its right to purchase any New Units. The preemptive right granted in this Section 2.7 shall not be assignable.

§2.8 Activities of Members.

To the extent permitted under the Act, the following provisions shall apply:

Nothing in this Agreement shall preclude any Member, or any Affiliates of any Member, from engaging in other transactions and possessing interests and making investments in and loans to other business ventures of any nature or description (except, without limitation, businesses that compete directly with the Company), independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Company nor any other Member shall have any rights in or to any such other transactions, investments or ventures or the income or profits derived therefrom.

Subject to the other express provisions of this Agreement, each Member and agent of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, ventures not in direct competition with the Company, with no obligation to offer to the Company or any other Member or agent the right to participate therein.

§2.9 Liability of the Members.

Except as otherwise provided by the Act or as contemplated by this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall be obligated personally or have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other Member, officer, agent or employee of the Company, except to the extent provided in the Act or as specifically and expressly agreed to by such Member in writing.

§2.10 No Withdrawal.

A Member shall not cease to be a Member as a result of a Bankruptcy of such Member or

as a result of any other events specified in the Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void absent the unanimous written consent of the remaining Members. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

§2.11 Compensation; Expenses.

Members shall not be entitled to receive any salary, fee or draw for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, unless otherwise approved by the Members; *provided, however*, that Members shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the course of their services hereunder. Members who are also *bona fide* employees of the Company may receive salaries or guaranteed payments, as the case may be, from the Company in their capacity as employees.

§2.12 Priority and Return of Capital.

No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; *provided, however*, that this Section shall not apply to loans that a Member has made to the Company as authorized herein, or the terms of any New Units authorized in accordance with the terms of the Agreement.

§2.13 No Company Certificates.

The Units of the Members in the Company shall not be certificated.

§2.14 Names and Capital Contributions of Members.

The names of the Members, along with the number of Units owned by such Members and their respective Capital Contributions and Percentage Interests, are as set forth on Schedule A, attached hereto and made a part hereof. The Manager shall cause Schedule A to be updated as necessary from time to time.

§2.15 Confidentiality.

Each Manager and Member acknowledges that in their capacity as a member or principal of a Member, Manager, employee or officer of the Company they may from time to time be entrusted with Confidential information, which term shall refer to any information relating to the Company that is (i) not publicly available and (ii) the disclosure of which would either harm the interests of the Company or violate the disclosing Member's duties of care and loyalty owed to the Company under Massachusetts corporate law.

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Member who wishes to divulge such Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of the Manager. Each Member acknowledges and agrees that the right

to possess and maintain confidentially all such Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

§2.16 Non-Solicitation.

None of the officers, Manager, any Members or their respective Affiliates shall, directly or indirectly, (i) solicit, entice away or in any other manner persuade or attempt to persuade any employees, of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of one (1) year after such persons or entities have severed their relationship with the Company (except (x) if such employee is terminated by the Company, (y) if such employee has a pre-existing employment relationship with any Member or such Member's Affiliate or (z) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the preceding sentence shall not apply to any regional, national, or international firms engaged by the Company.

§2.17 RESERVED.

ARTICLE 3: MANAGEMENT AND OFFICERS

§3.1 Management.

The business and affairs of the Company will be managed by a single manager, which shall be Mederi Inc. In order for an action to be valid, the Manager shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, except for decisions expressly requiring a unanimous vote of the Members as provided in §2.4 herein.

The initial Manager of the Company shall be Mederi Inc.. In the event that the Manager is unable to provide services as a Manager for a period of six (6) months or longer during a one (1) year period or the Manager resigns, a replacement Manager shall be voted on by the Class B Members. Such vote must be unanimous.

The Manager may be removed only for cause, which shall be defined as the commission of fraud, theft or embezzlement with respect to the Company, upon unanimous consent of the Members excluding the Manager to be removed.

§3.2 Specific Rights and Powers of the Manager.

Without limiting the generality of this Section, the Manager shall have the power and authority on behalf of the Company to take the actions listed below, excluding any action listed in §2.4 that requires the unanimous consent of the Members:

Execute any and all documents or instruments of any kind that the Manager deems necessary or appropriate to achieve the purposes of the Company, including, without

limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Manager may determine to be necessary or desirable;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or otherwise discharge any indebtedness of the Company;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as the Manager shall deem necessary or desirable, including insurance policies insuring the Manager against liability arising as a result of any action he, she or it may take or fail to take in his, her or its capacity as Manager of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon the Manager to officers, employees or agents of the Company;

Bring, defend or settle actions at law or equity;

The decision to engage in a Capital Event;

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the Manager shall deem necessary or desirable in the Manager's discretion in order to carry out the purposes and business of the Company;

The decision to open a bank account; and

The decision to issue distributions, including the amount and timing thereof.

§3.3 Authority of Attorneys-In-Fact, Employees, Agents and Members.

Unless authorized to do so by this Agreement or by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

§3.4 Records, Audits and Reports.

Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to be audited or the reasonable inspection and examination by the Members or their duly authorized representatives for any proper purpose relating to the Company during normal business hours.

§3.5 Returns and Other Elections.

The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year, as may be required by applicable law, or upon a Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Manager. Each of the Members acknowledges and agrees that in no event shall another Member, Manager, or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Members or the Company, it being understood that each Member should consult his or her own tax advisors regarding such matters.

§3.7 Officers.

The Manager may from time to time elect or appoint one or more officers of the Company, and such officers shall have such titles, powers, duties and tenure as the Manager shall from time to time determine. Vacancies may be filled, or new offices created and filled by resolution of the Manager. Any officer or agent elected or appointed by the Manager may be removed by the Manager whenever in their judgment the best interests of the Company would be served; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Member.

§3.8 Checks, Notes, Etc.

The Manager shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments.

ARTICLE 4: CAPITAL CONTRIBUTIONS TO THE COMPANY

§4.1 Capital Contributions.

Certain Members have contributed to the capital of the Company, as their “Initial Capital Contributions,” the sums (whether in cash, by contribution of property, or a combination thereof) set forth on **Schedule A** to this Agreement in exchange for the number of Units set forth thereon. Conversely, certain other Members have or will contribute services in exchange for the Units set forth on **Schedule A**, which shall be subject to the vesting schedule contained therein. Loans made to the Company by a Member pursuant to the below subsection shall not be deemed to be Capital Contributions.

§4.2 Loans by Members.

Any one or more Members may, but shall not be obligated to, loan to the Company additional amounts from time to time to enable the Company to meet operating expenses and other cash needs; *provided, however*, that each such loan shall be approved by the Manager. Any loan made by a Member to the Company shall be fair to the Company when viewed independently. Each such loan shall be at such rate of interest and be subject to such terms and conditions that are fair and reasonable to the Company and comparable to the terms otherwise generally available at the time from commercial lenders. Each such loan shall be evidenced by a written note executed by the Company and delivered to the Member making the loan.

§4.3 Limitation on Return of Capital.

None of the Members shall be entitled to a return capital at any fixed time or upon demand, to receive interest on capital or to receive any distribution from the Company. In furtherance of and not in limitation of the foregoing sentence, the Members shall not have any right of any return of their Capital Contributions. A Member is not required to contribute or lend any cash or property to the Company to enable the Company to return any Member’s Capital Contributions.

§4.4 Third Party Liabilities.

The provisions of this Article 4 are not intended to be for the benefit of any creditor or other person (other than a Member in his, her, or its capacity as a Member) to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) the Company or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article 4, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability, or obligation (or otherwise) against the Company or any Member.

ARTICLE 5: ELECTION OF PARTNERSHIP TAXATION

§5.1 Effectiveness of Article 5.

The provisions of this Article 5 shall become effective in the event that the Company elects taxation as a partnership.

§5.2 Capital Accounts.

The Company shall maintain a Capital Account for each Member. Capital Accounts shall not govern distributions by the Company to the Members, it being understood that Capital

Accounts shall be maintained solely to assist the Company in allocating Tax Items.

The Capital Account of each Member shall be increased by an amount equal to such Member's Capital Contribution as and when paid and by such Member's share of Profits and reduced by such Member's share of Losses and the amount of any distributions to such Member. Each Member's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Member who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any Tax Item that is allocated pursuant to this Agreement and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Member's Capital Account will include the Capital Account, as so adjusted, of any predecessor holders of the interest of such Member in the Company.

§5.2 Capital Deficits.

None of the Members shall be obligated to repay to the Company, any other Member or any creditor any deficit in such Member's Capital Account arising at any time during the term of the Company or upon dissolution and liquidation of the Company. The Members shall not be liable for the return of the capital of the Members, and it is expressly understood that any such return shall be made solely from the Company's assets.

§5.3 Allocation of Profits and Losses.

Except as otherwise expressly provided in this Agreement, all Profits or Losses of the Company (including each item of income, gain, loss, deduction or credit entering into the computation thereof) for each Fiscal Year shall be allocated among the Members in accordance with their respective Percentage Interest; provided, however, that if one or more Members shall have positive balances in their Capital Accounts and one or more Members shall have deficit balances in their Capital Accounts, Profits shall first be allocated to those Members having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (b) if one or more Members shall have deficit balances in their Capital Accounts and one or more Members shall have positive balances in their Capital Accounts, Losses shall first be allocated to those Members having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Capital Accounts will not govern distributions by the Company to the Members, it being understood that Capital Accounts will be maintained solely to assist the Company in allocating Tax Items of the Company.

§5.4 Compliance with the Code.

The allocation provisions in this Article 5 are intended to comply with applicable provisions of the Code, including regulations promulgated under Section 704 of the Code, and successor statutes and regulations thereof, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

§5.5 Allocation of Profits and Losses upon Transfer or Change in Units.

It is agreed that if all or a portion of a Member's Units are transferred or adjusted as permitted herein, Profits and Losses for the transfer's Fiscal Year shall be allocated between the

transferor and the transferee based upon the number of days in said Fiscal Year that each owned such Units, without regard to the dates upon which income was received or expenses were incurred during said Fiscal Year, except as otherwise required by the provisions of Code Section 706 and Treasury Regulations thereunder or as the transferor and transferee may agree with the Board's consent.

§5.6 Contributed Property.

Notwithstanding anything contained herein to the contrary, if a Member contributes property to the Company having a fair market value that differs from its adjusted basis at the time of contribution, then items of income, gain, loss and deduction with respect to such property shall be shared among the Members so as to take account of the variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution, in the manner prescribed in Code Section 704(c) and the Treasury Regulations thereunder. Any applicable tax elections will be made by the Board and shall be binding on all Members.

§5.7 Tax Distributions.

The Company shall make distributions pursuant to this Section to each Member in an amount no less than the federal, state and local income tax liability of such Member as a result of the allocations of Tax Items to such Member. Any distribution made by reason of this Section is referred to as a “***Tax Distribution***.”

Each Tax Distribution shall be made not less than five (5) business days before the next occurring due date for federal estimated income tax payments. In determining the amount of any Tax Distribution, it shall be assumed that the Tax Items were the only items entering into the computation of tax liability of the Members.

Notwithstanding anything in this Section, the Company shall not be obligated, and the Members shall not be obligated to cause the Company, to borrow funds or obtain additional Capital Contributions to fund Tax Distributions.

§5.8 Partnership Representative.

The Members shall designate a “***Partnership Representative***” (as defined in Code Section 6223) (as in effect as of January 1, 2018, following passage of the Bipartisan Budget Act of 2015, Pub. Law No. 114-74, the “***BBA***”) who shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The initial Partnership Representative shall be determined by the Manager.

For all purposes permitted or required by the Code, and to the extent permitted by applicable law and regulations, the Company will annually elect out of the partnership audit procedures enacted under Section 1101 of the BBA (the “**BBA Procedures**”) for tax years beginning on or after January 1, 2018, pursuant to Code § 6221(b) (as amended by the BBA).

All Members (and former Members) agree to cooperate with, and to take all reasonable actions requested by the Partnership Representative or the Company, and to provide any

information reasonably requested by the Partnership Representative or the Company, to allow the Company to avoid or reduce any tax imposed under Code § 6225 (as enacted by the BBA) (or any similar provision of state or local law) or to allow the Company and the Partnership Representative to comply with the BBA (and any elections or decisions made thereunder) or any similar provision of state or local law. The Partnership Representative, in its capacity as such, (i) is authorized, to the extent provided in Code §§ 6221 through 6231, to represent the Company and the Members (and former Members) before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company and its Members (and former Members), and (ii) shall have the right to make on behalf of the Company any and all elections and take any and all actions that are available to be made or taken by the Partnership Representative or the Company under the BBA (including an election under Code § 6226, as amended by the BBA and as the same may subsequently be amended), and the Members shall take such actions requested by the Partnership Representative consistent with any such elections made and actions taken by the Partnership Representative, including filing amended tax returns and paying any tax due in accordance with Code § 6225(c)(2) as amended by the BBA, it being understood that no such amended tax return shall be filed in accordance with such section with respect to the Company without the advance written consent of the Partnership Representative in its sole discretion. The Partnership Representative shall promptly notify the Members if any tax return of the Company is audited and upon the receipt of a notice of final partnership administrative adjustment or final partnership adjustment. The Partnership Representative will promptly inform each other Member (and former Members) upon receipt of any significant written communication from any taxing authority in its capacity as Partnership Representative and will promptly forward to each Member (and former Member) a copy of any such significant written communication and copies of all significant written communications it may send to any taxing authority in its capacity as Partnership Representative. Any reasonable direct or indirect costs and expenses incurred by the Partnership Representative acting in its capacity as such, shall be deemed costs and expenses of the Company, and the Company shall reimburse the Partnership Representative for such amounts. Without the unanimous consent of the Members, the Partnership Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any taxing authority. Nothing in this Section 5.8 shall be construed to restrict or otherwise limit the any Member's (or former Member's, to the extent available) rights to participate at such Member's own cost in any administrative or judicial proceeding in connection with any tax matters relating to the Company.

§5.9 Liquidation.

In the event of a liquidation as described in Article 8, the allocation of any Profit or Loss resulting from such sales to the Capital Accounts of each of the Members shall be pro rata according to the following proportion: the number of Units owned by each Member divided by the total number of Units owned the Members.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

ARTICLE 6: DISTRIBUTIONS

§6.1 Net Cash Flow Distributions.

The Members of the Company shall be entitled to receive distributions of Net Cash Flow pro rata in proportion to each Member's Interest. Except as set forth in Section 6.3 below, distributions shall be made on a quarterly basis, or on such basis as is determined by the Manager.

§6.2 Net Capital Event Proceeds Distributions.

In the event of a Capital Event, the Net Capital Event Proceeds shall be distributed to the Members pro rata in proportion to each Member's Percentage Interest.

§6.3 Limitation upon Distributions.

No distributions of any nature shall be permitted under this Section if, after any such distribution, either (i) the net assets of the Company would be less than zero, (ii) the Company would be insolvent or (iii) the Company would not have sufficient cash available to meet the reasonably anticipated needs of the Company, as such needs are determined in the reasonable discretion of the Members. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would otherwise violate the Act or other applicable law.

§6.4 Distributions Upon Liquidation.

After paying liabilities owed first to third party creditors and second to any Members who have made loans to the Company in accordance with Section 4.2, the Manager shall set up such reserves as they deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves may be paid over by the Manager to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Manager may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth below.

After paying such liabilities and providing for such reserves, the Manager shall cause the remaining net assets of the Company to be distributed to all Members in accordance with the provisions of Section 6.1. In the event that any part of such net assets consists of notes or accounts receivable or other non-cash assets, the Manager may take whatever steps they deem appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of their fair market value net of any liabilities.

§6.5 Assets in Kind.

No Member shall have the right to require any distribution of any assets of the Company in kind. If any assets of the Company are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by an appraiser with relevant experience who is selected by the Manager. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Manager, receive separate assets of the Company and not an interest as tenant-in-common, with other Members so entitled, in each asset being distributed.

ARTICLE 7: TRANSFER OF UNITS

§7.1 Restrictions on Sale or Other Disposition.

Except as otherwise provided for in this Agreement, each Member agrees not to sell, assign, transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, “**Transfer**”) all or any portion of such Member’s Units now owned or hereafter acquired by such Member. Any purported Transfer or other disposition of Units or assets of the Company in violation hereof shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

§7.2 No Transfer without Consent.

Except as otherwise provided in this Agreement, no Member shall transfer, sell, assign, or convey their Units during their lifetime without the express consent of the Manager and a majority of the other Members.

§7.3 Transfers to Existing Members and Third Parties.

A Member desiring to sell all or part of his Units to an existing Member shall serve notice upon all other parties to this Agreement at their last known address by certified mail, return receipt requested, indicating the number of Units to be sold, and the name and address of the purchasing Member, with a copy of the offer letter attached to it (“Notice”). Unless otherwise agreed to by the Manager at that time, a formal valuation shall be performed by a third-party appraiser, which cost shall be born equally amongst the Members.

If any Member desires to transfer, sell or assign any interest in their Units to any third party (such Member being the “Selling Member”), such Selling Member shall first submit a written request to the Manager seeking approval for such transfer (“Request”). Such Request shall set forth the identity of the proposed transferee, the price or consideration to be paid for the transfer or assignment, and the terms of the proposed transaction.

For sixty (60) days following the receipt of such Notice or Request, the Company shall have an option to purchase all, or any portion, of the Units for a price (the “Option Price”) equal to the price disclosed in such Notice or Request. The Company’s option shall be exercisable by the Manager.

If the Company fails to exercise its option as provided herein, then for thirty (30) days following its expiration, the other Members shall have an option to purchase all, or any portion (including the remainder of available Units after the exercise of the Company’s option) of the Units for a price equal to the price disclosed in such Notice or Request.

Each of the other Members who elect to exercise their option may purchase up to their pro rata portion of the Selling Member’s Units in the same proportion which the purchasing Member’s Units bear to all the Units owned by all Members electing to purchase hereunder.

If any Members do not elect to exercise their option, or do not fully exercise their option, then for thirty (30) days following the expiration of the other Members’ option, the Members who elected to exercise any portion of their option shall have the right to purchase the remaining Units which the Members who elected not to exercise their option in the same proportion which their

Units bear to all of the Units owned by all Members electing to purchase hereunder.

Should either the Company or the other Members elect to exercise any of their options to purchase the Units of the Selling Member, the payment of the purchase price shall be equal to the price disclosed in such Notice or Request.

Should neither the Company nor the other Members elect to exercise their options, or their entire options, provided herein within one hundred and twenty (120) days following the receipt of the Selling Member's original Notice or Request, then the Selling Member shall be free for a period thirty (30) days to transfer ownership of their Units in strict accordance with the terms of the Notice or Request, as the case may be, given to the Company and the other Members, provided that the proposed transferee of such Units shall take them subject to the terms and restrictions imposed by this Agreement and shall be a party hereto as evidenced by the execution of this Agreement. The proposed transferee shall deliver to the Company an executed version of this Operating Agreement, as amended, prior to and as a condition of receiving the title and transfer of units.

If the Selling Member does not transfer their Units as provided herein within thirty (30) days following the expiration of the Company's option and the Members' options, then:

- i. Such Units shall once again be subject to the restrictions of this Agreement and may not subsequently be transferred or conveyed except in compliance with the terms hereof, and
- ii. Such Units may not, in any event, be transferred or conveyed by such Member for a period of twelve (12) months from the expiration of the one hundred and fifty (150) day period within which such Selling Member was free to transfer their ownership under this paragraph.

§7.4 Units Subject to Involuntary Transfer.

In the event that a Member's Units are subject to an involuntary transfer by operation of law by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, or (iii) distraint, levy, execution or other involuntary Transfer, all of that Member's Units shall be subject to a mandatory purchase by the Company. The purchase price shall be equal to the price disclosed in such Notice (as defined below), or in the event that the Notice lacks purchase price information, such price shall be determined by the Manager in his sole discretion. If the departing Member disagrees with the purchase price, he or she may request a formal valuation conducted by a third-party appraiser agreed upon by the Manager excluding the departing Member, who shall automatically cease, by operation of this Agreement, to be a Manager upon receipt of a Notice as defined below. The departing Member shall solely bear the cost of such valuation. The departing Member shall bear the cost of any such valuation. Unless the Manager decides otherwise, payment shall be made to the departing Member in the form of an unsecured promissory note with a five-year term, under which equal payments would be due on an annual basis. "Notice" shall be deemed received on the date any other Member or the Manager receive actual Notice that an involuntary transfer of Units has or will take place, and that person shall in turn promptly send notice of such to the other parties to this Agreement.

§7.5 Members Subject to Involuntary Termination or Mandatory Withdrawal.

In the event that a Member is subject to involuntary termination of his or her employment with the Company for cause (as defined below) or is required by the Manager to withdraw from the Company as a Member as provided below, all of such Member's Units shall be subject to a mandatory purchase by the Company. The purchase price shall be the fair market value of the Units as determined by an appraiser with experience evaluating cannabis businesses, whose selection is agreed upon by the Manager and the withdrawing Member. In the event that the Manager and withdrawing Member cannot agree on a single appraiser, each party shall obtain their own appraiser and, provided that the appraisals are within 10% of each other, they shall be averaged to determine the asset value. However, if the appraisals are more than 10% apart, a third appraiser shall be selected by recommendation of the initial appraisers. The two appraisals closest in value shall be averaged to determine the value of the withdrawing Member's Units. Any Member that is (i) subject to involuntary termination of his or her employment for cause, or (ii) is required by the Manager to withdraw as a Member for the reasons provided below, shall be removed automatically (by operation of this Agreement) as a Manager of the Company.

The Manager, in its sole discretion, acting in good faith and in accordance with his duties owed to the Company and Members, may demand the immediate withdrawal of a Member if such Member has committed fraud, theft or embezzlement with respect to the Company.

§7.6 Restrictions Applicable to All Transfers.

Except as may be otherwise set forth herein, all Transfers of Units will be subject to the following conditions:

Prior to any Transfer, the transferor will cause the prospective transferee, if not already a Member, to execute and deliver to the Company and the other Members a joinder to this Agreement, as amended; and

The Units have not been registered under the Securities Act of 1933 or any applicable state securities laws and may not be transferred in the absence of an effective registration statement under such laws or pursuant to an exemption from such laws. If Units are being transferred pursuant to such an exemption, then the transferor will give prior written notice of such exemption to the Company and the Company may request an opinion of the transferor's counsel as to the availability of such exemption, which opinion and counsel must be reasonably satisfactory to the Company.

§7.7 Exception for Estate Planning.

A Transfer to an Affiliate of a Member or the Family of such Member of the right to receive distributions with respect to such Member's Units, shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions herein. Further, the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units, and the Company shall continue to treat the Member making such assignment as a Member and holder of such Units for all purposes under this Agreement.

Notwithstanding anything to the contrary set forth herein, any purported Transfer or other disposition of Units of the Company that (i) violates the terms of this Agreement or (ii) violates the laws of the Commonwealth of Massachusetts shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

Notwithstanding anything contained herein to the contrary, it is expressly agreed that any transferee (or any beneficial owners deemed to own or control interests in the Company through such transferee) shall provide to the Manager certain identifying information required to be submitted to the U.S. Treasury's Financial Crimes Enforcement Network ("**FinCEN**") in order to comply with the Corporate Transparency Act ("**CTA**"), as reasonably identified by Manager, before any transfer under this Section 7 will be recognized on the books and records of the Company.

ARTICLE 8: DISSOLUTION AND TERMINATION

§8.1 Dissolution.

The Company shall be dissolved upon the occurrence of any of the following events:

unanimous written consent of the Members, or

the entry of a decree of judicial dissolution of the Company under the Act.

The Company shall not be dissolved upon the death, incompetency, retirement, resignation, expulsion, dissolution or bankruptcy of a Member, unless such an event occurs at a time when the Company has only one other Member and, within ninety (90) days after such event, the remaining Member determines that it does not want to continue the business of the Company.

§8.2 Winding Up, Liquidation and Distribution of Assets.

Upon dissolution, an accounting shall be made by the Company's independent accountants or accounting firm then engaged by the Company of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall then promptly proceed to wind up the affairs of the Company.

If the Company is dissolved and its affairs are to be wound up, the Manager shall, or shall designate a liquidator to:

sell or otherwise liquidate such of the Company's assets as may be required to discharge all debts and liabilities of the Company, including debts owed to Members who are creditors, to the extent otherwise permitted by law, excluding liabilities to Members for distributions;

discharge all debts and liabilities of the Company, including debts owed to Members who are creditors, to the extent otherwise permitted by law, excluding liabilities to Members for distributions;

establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, if applicable, the amounts of such reserves shall be deemed to be an expense of the Company);

distribute the remaining assets to the Members pro rata in proportion to their Percentage Interest. Such distributions shall be made either in cash or in kind, as determined by the Manager, with any assets distributed in kind being valued for

this purpose at their fair market value as determined by the Manager; and

in the event that the Company has elected taxation as a pass-through Entity, allocate any Profit or Loss resulting from such sales to the Capital Accounts of the Members in proportion to each Member's Percentage Interest.

The Manager shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, including filing a Certificate of Cancellation upon the completion of the winding up process.

§8.3 Return of Contribution Nonrecourse to Other Members.

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members in accordance with this Agreement, such Member or Members shall have no recourse against any other Member.

ARTICLE 9: EXCULPATION AND INDEMNIFICATION

§9.1 Standard of Care.

No Manager, officer, employee, agent or representative of the Company, including the Partnership Representative (each a "Covered Person") shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person. The Company shall indemnify and hold harmless the Covered Persons and their respective directors, trustees, shareholders, partners, officers, employees, agents and other Affiliates, against all costs, liabilities, claims, expenses, including reasonable attorneys' fees and disbursements, and damages (for purposes of this Section 9.1 only, "Losses") paid or incurred by any such person in connection with the conduct of the Company's business.

Each Covered Person who at any time is, or has been, a Member, Manager, officer, agent, employee or Partnership Representative of the Company (an "Indemnitee"), and is threatened to be, or is, made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he, she or it is, or was, a Manager, Member, officer, agent, employee or Partnership Representative of the Company, or is serving, or has served, at the request of the Company as a manager, member, employee or agent of another person, shall be indemnified against all Losses actually and reasonably incurred in connection with any such pending, threatened or completed action, suit or proceeding, except for any liability incurred as a result of such Indemnitee's gross negligence, willful misconduct or fraud.

§9.2 Good Faith Reliance.

A Covered Person shall be fully protected in relying in good faith upon the records of the

Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Act.

ARTICLE 10: MISCELLANEOUS PROVISIONS

§10.1 Notices.

All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on **Schedule A** to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

§10.2 Waiver of Action for Partition.

No Member or permitted assignee shall have the right to require a partition of all or a portion of the Company Property, and by signing this Agreement or a joinder hereto or counterpart hereof, each Member or permitted assignee irrevocably waives any right to maintain an action for partition of the Company Property.

§10.3 Further Assurances.

Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

§10.4 Waivers.

No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Member. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with

the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

§10.5 Rights and Remedies Cumulative; Creditors.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members.

§10.6 Construction.

The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

§10.7 Amendment.

This Agreement may be altered or amended only by a unanimous vote of the Members.

§10.8 Severability.

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

§10.9 Heirs, Successors and Assigns.

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

§10.10 Governing Law.

This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its rules on conflicts of laws, and specifically the Act.

§10.11 RESERVED

§10.12 Dispute Resolution.

Except as set forth otherwise herein, in the event of a dispute, the Manager shall select an independent third party of relevant experience and competence to provide mediation for 90 days. If after 90 days of mediation the matter still has not been decided, the matter shall be submitted to

arbitration to be conducted by the American Arbitration Association (the “*AAA*”).

§10.13 Code and Treasury Regulation References.

Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.

§10.14 Counterparts.

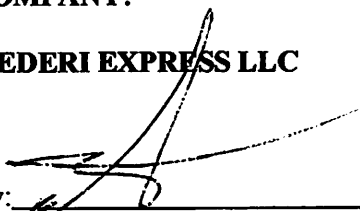
This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or other electronic transmission. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

COMPANY:

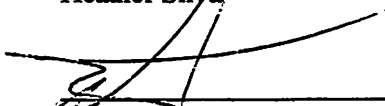
MEDERI EXPRESS LLC

By: 

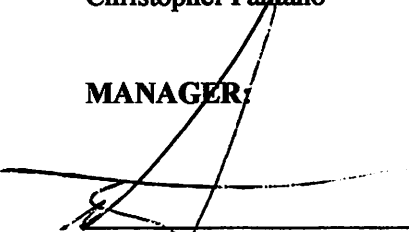
Mederi Inc., by its Manager
Christopher Pantano

MEMBERS:


Heather Silva


Christopher Pantano

MANAGER:


Mederi Inc., by its Manager
Christopher Pantano

SCHEDULE A

**OPERATING AGREEMENT OF
MEDERI EXPRESS LLC**

CAPITALIZATION TABLE

Name	Type of Equity Held	% of Total Equity Held	Total Units
Heather Silva	Class A	51%	510
Mederi Inc.	Class B	49%	490
Total		100%	1,000

Name of Manager	Mailing Address of Manager (for Notices)
Mederi, Inc.	44 Boynton Road, Holliston, MA 01746
Name of Members	Mailing Address of Members (for Notices)
Heather Silva	21A Agatha St., Revere, MA 02151
Mederi, Inc.	44 Boynton Road, Holliston, MA 01746

SCHEDULE B
OPERATING AGREEMENT OF
MEDERI EXPRESS LLC

DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

“**Act**” means the applicable law of the Commonwealth of Massachusetts governing limited liability companies organized in Massachusetts, the Massachusetts Limited Liability Company Act, *et seq.*, and any successor statute, as it may be amended from time to time.

“**Affiliate**” means, with respect to any specified Person, (i) any Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person; (ii) any Person that directly or indirectly controls fifty percent (50%) or more of the outstanding equity securities of the specified entity or of which the specified Person is directly or indirectly the owner of fifty percent (50%) or more of any class of equity securities; or (iii) any Person that is an officer of, director of, manager of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, director, partner, manager or trustee, or with respect to which the specified Person serves in a similar capacity.

“**Bankruptcy**” means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member’s assets, (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member’s inability to pay its debts as they come due, (c) the making by such Member of a general assignment for the benefit of such Member’s creditors, (d) the filing by such Member of an answer admitting the material allegations of, or such Member’s consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member’s assets.

“**Capital Contribution**” shall mean any contribution to the capital of the Company in cash or property by a Member or predecessor thereof whenever made.

“**Capital Event**” means the (i) the sale of all or substantially all of the assets of the Company, or (ii) the sale of all of the Units of the Members.

“**Certificate of Organization**” shall mean the Certificate of Organization of the Company as filed with the Massachusetts Secretary of the Commonwealth on April 18, 2025, as amended from time to time.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

“**Company Property**” means real and personal property owed, acquired by, or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

“**Control**” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities,

contract or otherwise.

“Entity” shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other business entity.

“Family”, as applied to any individual, shall mean (a) the children of such individual (by birth or adoption), (b) the parents, spouse and siblings of such individual, (c) the children of the siblings of such individual, (d) any trust solely for the benefit of, or any partnership, limited liability company or other Entity owned solely by, any one or more of such aforementioned individuals (so long as such individuals have the exclusive right to Control such trust or other Entity) and (e) the estate of such individual.

“Fiscal Year” shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date in any year in which the Company shall be dissolved as provided herein.

“Losses” shall mean the net losses of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Member” shall mean each of the parties who executes a counterpart of this Agreement as a Member, and each of the parties who may hereafter become a Member pursuant to the terms and conditions of this Agreement.

“Net Capital Event Proceeds” means the proceeds received by the Company in connection with a Capital Event, less: (i) the amount required to be paid by the Company in reduction of prior loans or liens upon Company property; (ii) costs incurred by the Company in connection with such Capital Event; and (iii) reserves for the Company as determined by the Board.

“Net Cash Flow” of the Company as determined for any period shall be computed by deducting from the gross revenues received by the Company during such period from all sources all of the following items: (a) all operating expenses of the business accrued or payable during such period, including management fees (if any), taxes payable by the Company, and insurance premiums, but excluding depreciation and amortization allowances; (b) interest and principal payments on indebtedness of the Company (including loans by Members) accrued during such period; (c) proceeds received during such period from borrowings; (d) additions to reserves; (e) anticipated working capital and fixed asset requirements for future periods as determined in the sole discretion of the Manager; and (f) cash Capital Contributions received during such period.

“Percentage Interest” of Units or of Members shall mean the number of Units of a given class held at a particular time by such Member, divided by the total number of all Units of the same class then held by all Members, expressed as a percentage.

“Person” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person, where the context so permits.

“Profits” shall mean the net profits of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Tax Items” means Profits and Losses and items of income, gain, loss, deduction and credit of the Company as determined for federal, state and local income tax purposes.

“Treasury Regulations” shall include proposed, temporary and final regulations promulgated under the Code.

“Unit” shall mean those interests in the Company that shall have (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or (b) voting membership rights in the Company. The Company shall initially have two classes of Units that bear all of the economic rights described above as well as the voting rights described in subsection 2.4 above. Additionally, the Class B Unitholder(s) shall have the exclusive right to supply product to the Company. Further, the Class B Unitholder(s) shall have the responsibility of supplying to the Company transportation van(s), rental payments on behalf the Company, point-of-sale systems, legal and accounting services needed to operate, and initial staff needed to launch the business.

Plan for Obtaining Liability Insurance

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

Mederi Express, LLC.

Business Plan

Jul 8, 2025

Table of Contents

1. Executive Summary
2. Company Description
3. Market Research
4. Product/Service
5. Marketing & Sales
6. Capitalization Table
7. Team
8. Final Remarks

1. EXECUTIVE SUMMARY

1.1 Mission Statement

Mederi is Latin for to heal or to cure. Mederi Express, LLC's ("**Mederi Express**") mission is to provide alternative solutions for patients seeking opioid-free pain management **delivered directly to their doorstep**. We have an unwavering commitment to be the market leader in, education, research and social responsibility.

Mederi Express is proposing a Marijuana Delivery Operation ("**MDO**") committed to delivering consistent, high quality cannabis to consumers who are 21 years of age or older.

Mederi Express is locally owned and operated by residents who grew up in the region and have roots in the community.

1.2 Product

Mederi Express will carry a wide range of products and services that will allow Mederi Express to serve customers with a wide variety of needs. Products Mederi Express intends to offer include, but will not be limited to:

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

1.3 Customers

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

1.4 What Drives Us

Mederi Express's goals include:

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

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

2. COMPANY DESCRIPTION

2.1 Structure

Mederi Express is a Massachusetts limited liability company interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a MDO in the Commonwealth.

2.2 Operations

Mederi Express Inc. subleased a space with Mederi Inc.’s existing licensed Marijuana Cultivation and Manufacturing facility located at 44 Boynton Road in Holliston, MA.

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

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

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

Mederi Express will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

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

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

Mederi Express has obtained a surety bond in an amount equal to its licensure fee.

The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Mederi Express Express.

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

Mederi Express has been awarded a Host Community Agreement from the Town of Holliston and has submitted its application to the Planning Board in order to receive a Special Permit.

2.3 Security

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

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

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

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

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

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

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

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

2.4 Benefits to the Municipality

Mederi Express looks forward to working cooperatively with the Town of Holliston to ensure

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

- Jobs:
 - A Marijuana Delivery operation will add 5-10 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- Access to Quality Product:
 - Mederi Express will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- Control:
 - In addition to the Commission, the Holliston Police Department and other municipal departments will have oversight over Mederi Express's security systems and processes.
- Economic Development:
 - Mederi Express's location in the industrial district will have minimal impact on the existing park and will positively contribute to the overall economic development of the local community.

2.5 Zoning

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

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

3. MARKET RESEARCH

3.1 Industry

Mederi Express's proposed location is located in Holliston, MA but would be delivering throughout the state in a small scale roll out - starting first in the local communities in and around Holliston.

3.2 Customers

According to information published by the CCC - Middlesex County where Holliston is located is consistently the highest County in cannabis sales. The decrease from 2024 to 2025 shows that there is room in the market for a new type of dispensary that can delivery direct to your door.

COUNTY	2025	2024	2023	2022	2021	2020
Berkshire	\$1,500,000	\$119,500,000	\$121,400,000	\$119,800,000	\$113,400,000	\$80,500,000
Bristol	\$2,600,000	\$214,700,000	\$219,800,000	\$179,500,000	\$127,200,000	\$80,000,000
Essex	\$1,900,000	\$145,700,000	\$134,600,000	\$135,100,000	\$147,300,000	\$78,300,000
Franklin	\$446,000	\$37,800,000	\$43,100,000	\$40,500,000	\$49,300,000	\$33,700,000
Hampden	\$1,400,000	\$108,100,000	\$105,700,000	\$126,000,000	\$140,300,000	\$85,300,000
Hampshire	\$1,400,000	\$112,100,000	\$114,000,000	\$135,700,000	\$134,500,000	\$66,700,000
Middlesex	\$3,500,000	\$270,700,000	\$273,400,000	\$276,000,000	\$183,100,000	\$74,200,000
Norfolk	\$892,500	\$73,300,000	\$78,800,000	\$91,500,000	\$113,500,000	\$102,600,000
Plymouth	\$1,800,000	\$145,300,000	\$147,600,000	\$144,300,000	\$148,600,000	\$78,100,000
Suffolk	\$2,600,000	\$189,600,000	\$154,500,000	\$131,100,000	\$132,200,000	\$89,400,000
Worcester	\$4,100,000	\$339,200,000	\$323,200,000	\$305,500,000	\$287,200,000	\$169,900,000

3.3 Competitors

Mederi Express's current competitors include other delivery operators in the state.

3.4 Competitive Advantage

In every business, there is competition. However, the adult-use cannabis industry is known to be highly competitive. Mederi Express possesses several strengths which will separate Mederi Express from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and to some extent, the branding of the business. Mederi Express will be the only MDO capable of delivering Mederi's Aquaponically Grown Cannabis - and subsequent cannabis products - directly to your door.

3.5 Regulations

Mederi Express is applying to be Marijuana Delivery Operator, consistent with the objectives of 935 CMR 500.000.

Mederi Express is registered to do business in the Commonwealth as a domestic limited liability company. Mederi Express will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue and the Department of Unemployment Assistance.

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

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

4. PRODUCT / SERVICE

4.1 Product & Service

Mederi Express will deliver flower as well as other MIPs that will be sold direct to consumer via home delivery to qualifying customers 21 years of age or older.

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

4.2 Pricing Structure

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

4.3 Intellectual Property Rights

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

4.4 Research & Development

Mederi Express plans to continually analyze, research and improve the quality of its service as well as the products it sells. Mederi Express will record this journey as a case study in what it means to be a social-equity applicant in the Commonwealth.

5. MARKETING & SALES

5.1 Growth Strategy

Mederi Express's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs rooted in education;
3. A compelling loyalty program;
4. A caring and thoughtful staff made of consummate professionals; and
5. Maintaining a robust and diverse portfolio of superior products, which rotate frequently
6. Incorporating CRM technology to uniquely hone in on trends and build relationships
7. Building a diverse strain menu and innovating cultivation techniques that will be piloted in the R&D department and rolled out if proven successful

Mederi Express plans to start small by just serving Holliston and using internal markers to help understand when to expand the delivery zones to neighboring towns.

5.2 Communication

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

All marketing, advertising, and branding produced by or on behalf of Mederi Express will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Mederi Express will communicate with customers through:

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

5.3 Sales

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

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

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

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

5.4 Logo

Mederi Express is developing a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

An image of the logo will be provided once finalized.

6. Social Equity Applicant Owner

Heather Silva

Heather is a long time resident of Revere, MA, she became a single mother at the age of 15, and went on to have another child who is now finishing high school and will be graduating from Malden Catholic High School in 2026. Heather has established community ties through her dedication and involvement in her sons lives both in and out of school. She has been the team mom for many football teams and sometimes stayed in that role even after her son had moved on from the team.

Maintaining of Financial Records

Express' Express LLC ("Express") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Medical Marijuana regulations (935 CMR 501). 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 501.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records that indicate the name of the Registered Qualifying Patient or Personal Caregiver to whom marijuana has been dispensed and the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Express' including Persons or Entities Having Direct or Indirect Control over Express', and any stipend or compensation paid to each of board of directors member, if any.
- All sales recording requirements under 935 CMR 501.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 501.

- 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 501.105(10) and all bond or escrow requirements under 935 CMR 501.105(16);
 - Fees paid under 935 CMR 501.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 501.450 or any other section of the Commission's regulations.

Recordkeeping Procedures

General Overview

Mederi Express, LLC. (“Express”) 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 Express documents. Records will be stored at Express in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Express 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 Express’s quarter-end closing procedures. In addition, Express’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

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

- Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Express, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Express and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.

- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Express will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Express will use Metrc to maintain real-time inventory. Metrc inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Express will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Express for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Express will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Express agents present during the disposal or handling, with their signatures. Express will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Express will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Express closes, all records will be kept for at least two (2) years at Express's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Express 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 Express's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Express's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Express operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the

Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

- A list of all executives of Express, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Express's website.
- Policies and procedures for the handling of cash on Express premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

Personnel Policies Including Background Checks

Overview

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

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

Job Descriptions

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

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

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

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

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

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

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

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

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

- Oversee hiring and release of Express agents;

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

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

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

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

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

Agent Personnel Records

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

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the

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

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

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

Staffing Plan and Business Hours

Hiring and Recruitment

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

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

Standards of Conduct

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

conduct that:

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

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

Violence and Weapons in the Workplace

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

At-Will Employment

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

Workplace Attire

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

Business Hours for Marijuana Retailer

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

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

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

Overview of Personnel Policies and Procedures

Standard Employment Practices

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

Advancement

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

Written Policies

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

Investigations

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

Designated Outside Counsel

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

Job Status

Job Classifications

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

Work Schedules

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

Mandatory Meetings and Community Service Days

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

Breaks

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

Performance Reviews

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

Leave Policies

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

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

Express anticipates observing the following holidays:

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

Disciplinary Policies

Purpose

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

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

Procedure

Step 1: Counseling and Verbal Warning

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

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

Step 2: Written Warning

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

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

Step 3: Suspension and Final Written Warning

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

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

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

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

Step 4: Recommendation for Termination of Employment

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

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

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

Appeal Process

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

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

Performance and Conduct Issues Not Subject to Progressive Discipline

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

Documentation

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

Separation of Employment

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

Types of Separation

1. Resignation

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

2. Retirement

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

3. Job Abandonment

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

4. Termination

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

5. Reduction in Workforce

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

6. Release

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

Exit Interview

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

Return of Property

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

Termination of Benefits

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

Health Insurance

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

Rehire

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

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

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

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

Compensation

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

Selection Criteria

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

Responsibilities

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

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

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

Management Responsibility

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

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Express will undergo a detailed background investigation prior to being granted access to a Express facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Express pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Express 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, Express will:

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

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

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

Diversity Plan

Mederi Express LLC (the “Company”) is a social-equity-owned business. As such, the Company understands and appreciates the importance of diversity and is committed to proactively working to ensure a diverse workplace is created.

It is a policy of the Company to promote equity for racial minorities and individuals from areas of disproportionate impact, women, veterans, members of the LGBTQ+ community, and people with disabilities in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to racial minorities and individuals from areas of disproportionate impact, women, veterans and people with disabilities, but this will not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

In addition to direct hiring, the Company will work in a good faith legal and non-discriminatory manner to similarly consider vendors, suppliers, contractors and builders from the local community and nearby areas of disproportionate impact to be a positive factor in hiring and retaining such vendors. The Company will endeavor to engage with qualified vendors as follows:

- 40% women
- 30% racial minorities/individuals from an area of disproportionate impact
- 20% veterans
- 10% people with disabilities

Specifically, as it relates to its own internal practices, the Company will implement the following goals, programs, and measurement metrics in connection with its diversity plan.

Goals:

The Company endeavors to provide job opportunities to racial minorities, women, veterans, LGBT+, and people with disabilities. As its employee base grows, it shall be a goal of the Company to have 20% of its workforce fall within the target demographic (or a minimum of 1 job, whichever is greater). As an example, if the Company adds 2 jobs each year, it will strive to ensure that 1 of those positions are filled by an individual from the target demographic.

- It shall be a goal of the Company to offer 100% of the Company’s opportunities for advancement to management and executive positions internally. This goal seeks to provide opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.

- The Company shall endeavor to engage and work collaboratively with other businesses locally and regionally that are owned and/or operated by racial minorities and individuals from areas of disproportionate impact, women, veterans and people with disabilities.
- The Company will prioritize hiring as follows:
 - 35% women
 - 30% racial minorities/individuals from areas of disproportionate impact
 - 20% veterans
 - 10% people with disabilities
 - 5% people who identify as members of the LGBTQ+ community

To the extent reasonably practicable, the Company shall implement the following programs:

- Advertise in diverse areas, through diverse publications and with career centers to ensure there is broad awareness of employment opportunities at its facilities. Specifically, the Company intends to advertise as follows: (a) Worcester Telegram & Gazette, (b) job fairs conducted by local non-profits serving Worcester's ADI, as well as, especially serving underserved and underrepresented communities, and (c) through social media platforms like LinkedIn and ZipRecruiter.
- Implement a non-discriminatory merit-based performance appraisal system using a Behaviorally Anchored Rating Scale, where employees are assessed within a defined set of performance parameters that are attached to the knowledge skills and attributes required to succeed in each position. A careful record of performance will be kept and utilized during appraisals to ensure objectivity is maintained over bias.
- Conduct targeted outreach efforts working collaboratively with local and regional non-profits to seek eligible and qualified employees. Outreach efforts include hosting quarterly resume and career building workshops aimed at helping qualified participants – racial minorities, women, people with disabilities, veterans and LGBTQ+ individuals, as well as those re- entering the community after incarceration for non-indefinitely disqualifying crimes.
- Form a diversity and equity committee to accomplish the goal of being diverse and to promote equitable hiring practices.
- Establish an executive mentoring program as a tool to ensure the success of its workforce.
- Require employee education on diversity and implicit biases.

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

a. Pursuant to 935 CMR 500.103(4)(a), the Company's diversity and equity committee upon license renewal and annually thereafter shall prepare an annual report on the progress and success of the plan identifying the Company's efforts to encourage diversity in the workplace, in compliance with 935 CMR 500.101(c)(7)(k) and this Diversity Policy. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation, and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information. Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of and type of information sessions held or participated in with supporting documentation;
- v. Number of postings in diverse publications or general publications with supporting documentation; and
- vi. Number and subject matter of internal trainings held on diversity and equity and the number of employees in attendance.

The Company affirmatively states that: (1) it has reached out to the Worcester Telegram & Gazette to confirm that it can post employment opportunities through that organization; (2) the Company acknowledges and is aware, and 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; and (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

This policy may also be referred to by the Company as the "**Diversity Plan**".