



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
Bureau of Health Care Safety and Quality  
**Medical Use of Marijuana Program**  
99 Chauncy Street, 11<sup>th</sup> Floor, Boston, MA 02111

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MARYLOU SUDDERS  
Secretary

MONICA BHAREL, MD, MPH  
Commissioner

Tel: 617-660-5370  
[www.mass.gov/medicalmarijuana](http://www.mass.gov/medicalmarijuana)

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

**INSTRUCTIONS**

This application form is to be completed by a non-profit corporation that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health (the "Department") to submit a *Management and Operations Profile*.

Once invited by the Department to submit a *Management and Operations Profile*, the applicant must submit the *Management and Operations Profile* within 45 days from the date of the invitation letter, or the applicant must submit a new *Application of Intent* and fee.

If invited by the Department to submit a *Management and Operations Profile* for more than one proposed RMD, you must submit a separate *Management and Operations Profile*, attachments, and application fee for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

However, even if submitting a *Management and Operations Profile* for more than one RMD, an applicant need only submit one background check packet, including authorization forms for all required individuals, and fee associated with the background checks.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labelled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

RECEIVED

OCT 26 2015

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

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

Mail or hand-deliver the *Management and Operations Profile*, with all required attachments, the \$30,000 application fee, and completed Remittance Form to:

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

**All fees are non-refundable and non-transferable.**

## REVIEW

Applications are reviewed in the order they are received.

After a completed application packet and fee is received by the Department, the Department will review the information and will contact the applicant if clarifications/updates to the submitted application materials are needed. The Department will notify the applicant whether they have met the standards necessary to be invited to submit a *Siting Profile*.

## PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants have one year from the date of the submission of the *Management and Operations Profile* to receive a Provisional Certificate of Registration. If an applicant does not receive a Provisional of Certificate of Registration after one year, the applicant must submit a new *Application of Intent* and fee.

## REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100.

It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

## PUBLIC RECORDS

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements at M.G.L. c. 4, § 7(26).

## QUESTIONS

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

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Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here:

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_**CHECKLIST**

The forms and documents listed below must accompany each application, and be submitted as outlined above:

- A fully and properly completed *Management and Operations Profile*, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")
- A copy of the Corporation's *Articles of Incorporation*
- A copy of the Corporation's *Certificate of Good Standing* from the Massachusetts Secretary of State
- A copy of the Corporation's bylaws
- An *Employment and Education* form (use template provided) for each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations
- A bank or cashier's check made payable to the *Commonwealth of Massachusetts* for \$30,000
- A completed *Remittance Form* (use template provided)
- A sealed envelope with the name of the Corporation and marked "authorization forms," that contains the background check authorization forms (use forms provided) and fee, for each of the following actors:
  - Chief Executive Officer; Chief Operating Officer; Chief Financial Officer; individual/entity responsible for marijuana for medical use cultivation operations; individual/entity responsible for the RMD security plan and security operations; each member of the Board of Directors; each Member of the Corporation, if any; and each person and entity known to date that is committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, authorizations forms must be completed and signed by the entity's Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

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Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

**SECTION A. APPLICANT INFORMATION**

- 1. New England Patient Network, Inc.  
Legal name of Corporation
- 2. Julius Sokol  
Name of Corporation's Chief Executive Officer  
1 Curtis Street, East Boston, MA 02128
- 3. \_\_\_\_\_  
Address of Corporation (Street, City/Town, Zip Code)
- 4. Julius Sokol  
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
- 5. (781) 608-3057  
Applicant point of contact's telephone number
- 6. juliussokol@gmail.com  
Applicant point of contact's e-mail address
- 7. Number of applications: How many *Management and Operations Profiles* do you intend to submit?  
2

**SECTION B. INCORPORATION**

- 8. Attach a copy of the corporation's *Articles of Incorporation*, documenting that the applicant is a non-profit entity incorporated in Massachusetts.
- 9. Attach a copy of the corporation's *Certificate of Good Standing* from the Massachusetts Secretary of State.
- 10. Attach a copy of the corporation's bylaws.

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Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

**SECTION C. NON-PROFIT COMPLIANCE**

Answer each of the questions below to explain how the Corporation will remain in compliance with the non-profit requirements of Ch. 369 of the Acts of 2012, the regulations at 105 CMR 725.000, and "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance." Please refer to the "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance" document in completing this form.

11. Please identify any management company that the applicant intends to utilize and summarize the terms of any agreement or contract, executed or proposed, with the management company.

At this time, New England Patient Network, Inc. does not intend to utilize a management company.

In the event that New England Patient Network, Inc. elects to utilize a management company, it will be prepared to provide an independent legal opinion that the proposed contract complies with the non-profit requirements of Ch. 369 of the Acts of 2012, the regulations at 105 CMR 725.000, and the Department of Public Health's "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance" and all information regarding the management company will promptly be disclosed to the DPH.

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**12. Please identify any agreements or contracts, executed or proposed, in which the applicant will engage in a Related Party Transaction and summarize the terms of each such agreement.**

New England Patient Network, Inc. does not have any agreement or contracts, executed or proposed, in which they will engage in any Related Party Transactions.

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13. Please identify whether any members of the Board of Directors are also serving as employees of the proposed RMD and, if so, their title and role with the proposed RMD.

Julius Sokol will serve as the President and a Director on New England Patient Network's Board of Directors and will also serve as the Chief Executive Officer (CEO) for the Non-profit. As CEO, Julius will have overall responsibility and authority for managing the business and affairs of New England Patient Network in accordance with its mission.

Arthur Sandberg, will serve as a Director on New England Patient Network's Board of Directors and will also serve as the Chief Financial Officer (CFO) for the Non-profit. As CFO, Arthur will be responsible for overseeing New England Patient Network's finances.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: AS

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

14. Please identify whether any members of the Board of Directors are serving as officials, executives, corporate members or board members for any management company, investor or other third party proposed to contract or otherwise conduct business with the proposed RMD.

No members of New England Patient Network's Board of Directors are serving as officials, executives, corporate members or board members for any management company, investor or third party proposed to contract or otherwise conduct business with the proposed RMD.

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Application 1 of 2


Applicant Non-Profit Corporation \_\_\_\_\_

15. Please identify any contract or agreement, executed or proposed, under which a percentage or portion of the applicant's revenue will be distributed to a third party and summarize the terms of any such agreement or contract.

New England Patient Network, Inc. has entered into an arm's length Application, Training, and Consulting Agreement with 4Front Advisors, LLC which will further our nonprofit goals through ongoing consulting support, management training, and education about best practices needed to comply with the significant specialized regulatory requirements in the medical marijuana industry. The Agreement reflects reasonable compensation terms including a sliding scale of fees, which are adjusted based on both the type of services and the number of locations at issue.

First, the Agreement includes a flat fee for the Applicant to use intellectual property and related services during the application process, which varies based on the number of applications filed. Second, the Agreement includes a variable license fee for ongoing use of the intellectual property and related training, management, and consultation services during the operational phase. The variable fee is expressed as a percentage of gross revenues - not exceeding 5% - with the applicable percentage based on the number of locations and certain revenue thresholds. Finally, the Agreement requires reimbursement for ordinary and necessary business expenses related to the Agreement.

The applicant agrees and attests that it will operate in compliance with all applicable state laws and regulations, including, but not limited to, laws regarding child support and taxation, as well as the "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance."

  
Signature of Authorized Signatory  
Julius Sokol

10/23/2015  
Date Signed  
Chief Executive Officer

\_\_\_\_\_  
Print Name of Authorized Signatory

\_\_\_\_\_  
Title of Authorized Signatory

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**SECTION D. EXPERIENCE**

- 16. Attach an *Employment and Education* form (use template provided) for each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations.
- 17. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with running a non-profit organization or business.

Julius Sokol (CEO) has approximately 8 years of experience running a business. He has been associated with several successful business ventures since he graduated from Brandeis University with a degree in economics. He quickly entered the commodities business and built a successful grocery trading portfolio at Acme Wholesale in Needham. Through cold-calling customers in the United States, South America, the Middle East, and Asia, Mr. Sokol grew the business's export revenue from \$0.00 to over \$3,000,000.00 per year by the time he was 24.

He subsequently went on to receive a law degree from the University of San Diego School of Law. He returned to Boston to begin a career as a real estate investor. Over the next 5 years Mr. Sokol took a \$20,000.00 investment and parlayed it into a portfolio worth over \$9,000,000.00. Today his companies own and manage nearly \$20,000,000.00 in real estate and business assets.

With the expansion of his business acumen, Mr. Sokol took a role as the Business Manager for a high profile litigation firm. With a multi-million dollar budget, Mr. Sokol managed all of the firm's finances, accounting, real estate, and lending relationships. He also oversaw the marketing and advertising for all internet and media outlets, including relationships with local and state news networks, politicians, and local and national bar associations. Lastly, Mr. Sokol administered all hiring, insurance, and human resources aspects.

With his business background, Mr. Sokol is well suited to manage the many layers needed to successfully master the operation of a prosperous dispensary. With his background in finance and litigation, Mr. Sokol will be well suited to confront the fiscal and liability issues that are a concern in this industry.

Michael Bennett (COO), has almost 25 years of experience in running a business, human relations, and upper-level management. Michael graduated from Boston University in 1992 with a bachelor's degree in Psychology and a minor in Business Administration. Since graduating, Michael has co-managed an entertainment venue in Boston where he manages over 30 employees on a daily basis and oversees human resources, hiring, payroll, training, and accounting. Michael also has extensive real estate experience. In 2003, Michael founded and served as the manager of a real estate company that purchased and sold three unit family homes and managed a thirty-unit apartment building in Boston.

Arthur Sandberg (CFO) has over 40 years of experience running a business. He is a managing partner at Sandberg and Creeden, P.C., a public accounting firm which he founded over 40 years ago. Mr. Sandberg, a veteran of the United States Army, graduated Boston College in 1969. He subsequently received a Master's of Science in Taxation from Bentley College in 1985. With licenses in both Florida and Massachusetts, Mr. Sandberg has focused his practice on individuals and small to medium-sized businesses.

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18. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing health care services.

While neither the Chief Executive Officer, Chief Operations Officer, nor Chief Financial Officer have any experience providing health care services, New England Patient Network, Inc. has engaged Dr. Joseph Thakuria as the Chief Medical Officer.

Dr. Joseph Thakuria has over twenty (20) years of experience providing health care services. Dr. Thakuria is on the faculty at Harvard Medical School and is an attending physician in Medical Genetics and a pediatrics instructor at Massachusetts General Hospital where he has been seeing patients for over 10 years. He completed his Internal Medicine residency at the University of Pennsylvania Health System, and his residency and fellowship training in Medical Genetics and Biochemical Genetics at Harvard Medical School where he was a Harvard Clinical Scholar.

Dr. Thakuria is an internationally recognized medical geneticist and expert on next generation DNA sequencing and analyses. He has received numerous awards, authored textbook chapters in this specialized area, and his contributions in clinical genomic analyses have been published in several medical journals including Nature, Science, and Lancet. Dr. Thakuria also reviews internal Harvard Medical School faculty member's genetic research proposals for scientific merit and funding. Dr. Thakuria's academic research interests include development and improvement of gene editing techniques and he has collaborated with the Department of Neurology at Massachusetts General Hospital to correct damaging mutations in the cell lines of patients with Dravet Syndrome.

Commercially, Dr. Thakuria recently co-founded a human genetics diagnostic testing laboratory which has raised over \$12.5 million dollars in Series A funding. Dr. Thakuria's involvement in NEPN is personally motivated by a desire to conduct scientifically rigorous, non-biased studies of cannabinoids in treating Dravet Syndrome and other severe, inherited epilepsies for which there are currently no available effective treatments. Dr. Thakuria is uniquely qualified to oversee quality control and testing of marijuana crops intended for medical use. He also provides NEPN with rare expertise to genetically characterize plant strains, and isolate and analyze the many different medically active compounds present in marijuana. Dr. Thakuria will oversee all of the Non-profit's health services policies, particularly patient care, continuing education, compliance, and other health services. He will also help serve as a liaison between both state and federal health care agencies. With Dr. Thakuria's extensive background and experience, NEPN has a truly diverse medical professional overseeing all medical operations, cultivation, and patient services.

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19. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing services for marijuana for medical purposes.

Although Julius Sokol (CEO) has no direct experience providing services for marijuana for medical purposes, Julius has completed the Medical Cannabis Institute's Clinical Cannabinoid Medical Curriculum. This curriculum, developed in collaboration with the Society of Cannabis Clinicians (SCC), provides education on the history, pharmacology, and delivery and dosage of medical cannabis, as well as the underlying endocannabinoid system. Classes cover topics including SCC History of Cannabis as Medicine; SCC The Endocannabinoid system; SCC Cannabis - the Plant, a Phytocannabinoid Medicine; SCC Pharmacology of Cannabis and Physiologic Effects of Phytocannabinoids; SCC Delivery and Dosage of Medicinal Cannabis; SCC Clinical Practice I: Cannabis Use for Pain; SCC Clinical Practice II: Insomnia, Glaucoma, and Immune Disorders; SCC Clinical Practice III: Movement Disorders and Neurodegenerative Diseases; SCC Clinical Practice IV: Mental Health Conditions and Potential Psychiatric Applications; SCC Clinical Practice V: Cancer and Palliative Care; SCC Clinical Practice VI: Cannabis Use Disorders and Precautions; SCC Clinical Case Study Reviews; and SCC Introduction to 20th Century Cannabinoid Chemistry

Although Michael Bennett (COO) has no direct experience providing services for marijuana for medical purposes, he completed a marijuana educational program with the Grass Roots Institute in Quincy, Massachusetts. The program covered topics including Cannabis Political History; Medicinal Cannabis Science; Horticultural and Organic Medicine; Methods of Extraction; Methods of Ingestion; Cooking with Cannabis; Harm Reduction Methods; Sensible Cannabis Use; Patient/Caregiver Relations; and Massachusetts Medical Marijuana Law.

Arthur Sandberg (CFO) has no experience providing services for marijuana for medical purposes.

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20. Describe the experience, and length of experience, of the Corporation's individual/entity responsible for marijuana for medical use cultivation operations and individual/entity responsible for the RMD security plan and security operations with providing services for marijuana for medical purposes.

Dennis DePaolo (Director of Cultivation) has approximately 4 years of experience providing services for marijuana for medical purposes. He holds a graduate degree in Plant Biology with a focus on plant genetics and nutrient acquisition. Mr. DePaolo is a 4 year member of the International Cannabinoid Research Society and is currently collaborating with researchers in Massachusetts, Colorado, and Canada on cannabis genomics.

Since September 2014, Mr. DePaolo has served as the Director of Cultivation for Maine Organic Therapy where he is responsible for plant cultivation and processing, facility and team management, harvest scheduling, integrated pest management, and strain selection and management. Other duties include oversight of compliance and safety protocols, hiring and training employees, team building and planning team structure, staff scheduling, material purchasing and price negotiation, facility maintenance and repair, point of sales management, and business development. Mr. DePaolo was also responsible for the design and development of Maine Organic Therapy's 9,000 sq. ft. dispensary build-out.

Recently, Mr. DePaolo was appointed president of a cannabis cultivation consultation group, which has been hired by "Canuvo," the second largest state registered medical marijuana group in Maine. He is currently designing a 116,000 sq. ft. dispensary facility in Maine which will be one of the largest cultivation facilities on the East Coast. Mr. DePaolo also helps train Canuvo's grow team and aids in developing industry best practices.

Although Mark DeJackome (Director of Security) has no direct experience providing services for marijuana for medical purposes, he has over 35 years of security and law enforcement experience. Mr. DeJackome served as the Chief of the Shelburne, Massachusetts Police Department for 26 over years. During his tenure as Chief of Police, Mr. DeJackome managed 10 police officers, prepared the department budgets, drafted and implemented grants, and taught continuing education to police officers in his department and police officers throughout Massachusetts. Simultaneously, for 9 years, Mr. DeJackome served as the Police Administrator for the Town of Charlemont where his duties were similar to those as Chief of Police in Shelburne. After retiring from the Shelburne Police Department, Mr. DeJackome became Director of Public Safety and Security at the Holyoke Mall where he managed 50 security officers and was responsible for overseeing mall safety and security. His duties included managing a 1 million dollar budget, processing payroll, risk management, and processing insurance claims. Mr. DeJackome has also served on the Executive Board of the Massachusetts Chiefs of Police Association, served as president of the Franklin County Police Chief's Association, and was treasurer of the Grace Community Fellowship Church.

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**SECTION E. OPERATIONS**

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

New England Patient Network (NEPN) intends for its cultivation operations to reflect the highest standards in the medical marijuana industry. NEPN has designed an eco-friendly, cleanroom facility equipped with next generation equipment and protocols in order to yield a steady supply of organic, scientifically-tested, professionally packaged medical marijuana.

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

All phases of cultivation will take place in designated, locked, limited access areas that are monitored by a surveillance system in accordance with 105 CMR 725.110(D)(1)(d)-(i). All cultivation at NEPN will be consistent with U.S. Department of Agriculture organic requirements at 7 CFR Part 205.

We employ a perpetual harvest cultivation process that will allow for weekly harvests. This process keeps the flower production consistent, enables the growing staff to effectively manage contamination/infestation, and allows us to meet market demand.

We use soilless growth medium comprised of coconut shell shavings and perlite. This medium is sterile when it arrives and minimizes insects, reducing the need for insecticide. Our watering/fertigation process will be completely automated to minimize waste. NEPN will have a sufficient plumbing system and water supply. Our water will be derived from a public water source, and we will use a reverse osmosis water filtration system, which will minimize waste water. Our nutrient application follows a "less is more" mentality to reduce water and waste.

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

Proper sampling collection steps will be followed to avoid contamination, including use of disposable gloves, clean sampling areas, and appropriate tools. Records will be kept for each sample. Representative samples will be collected and maintained for DPH review. 5% of duplicate samples will be collected for each medical marijuana product type. All soils/solid will be sampled and analyzed initially prior to use for cultivation of medical marijuana, at least annually, and within the quarter if amended. Logbooks, chain of custody forms, and cultivation and sampling diagrams will be kept and available for DPH review.

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Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

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

Our goal is to provide consistent and safe Marijuana Infused Products (MIPs). NEPN intends to make a variety of MIPs available to our patients including:

- 12 oz infused beverage
- 1 oz infused sub-lingual tincture
- 9 ml infused sub-lingual spray
- 12 oz infused lotion
- Infused edibles including chocolate bars, cookies, brownies, mints, capsules, peach rings, and gumdrops
- Vaporizer pen oil cartridges

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

Cannabis-infused lotions products are lab tested cannabis concentrate infused into a lotion/topical cream base to be applied directly to the skin.

Each chocolate bar will be comprised of four (4) breakable segments. Bars come in three (3) different dosages of THC (single = 50 mg, double = 100 mg, triple = 200 mg) and different flavor profiles, such as, dark chocolate, milk chocolate, fire chocolate, cookies and cream, ice chocolate, and cherries and cream chocolate.

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

All of our MIP’s labels will identify the list of ingredients, including the cannabinoid profile of the marijuana contained within the product.

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Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

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

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

All MIPs will be produced in a secure area on food-grade stainless steel tables and packaged in a secure area. MIPs ingredients will be from a DPH approved source. All processing of the leaves and flowers of the female marijuana plant will take place in a safe and sanitary manner. The leaves and flowers used for processing will be well cured, free of seeds, stems, dirt, sand, debris, and other foreign matter. All MIPs will be labeled pursuant to 725.105(E)(2)-(3) and will identify the list of ingredients, including the cannabinoid profile of the marijuana contained within the product. Processes will be HACCP compliant. MIPs and food will be safe, in good condition, unadulterated, and tested pursuant to 725.105(C)(2).

All MIPs will be packaged in plain, opaque, tamper-proof, and child-proof containers without depictions of the product, cartoons, or images, other than our logo and no MIP will bear a reasonable resemblance to any product available for consumption as a commercially available candy.

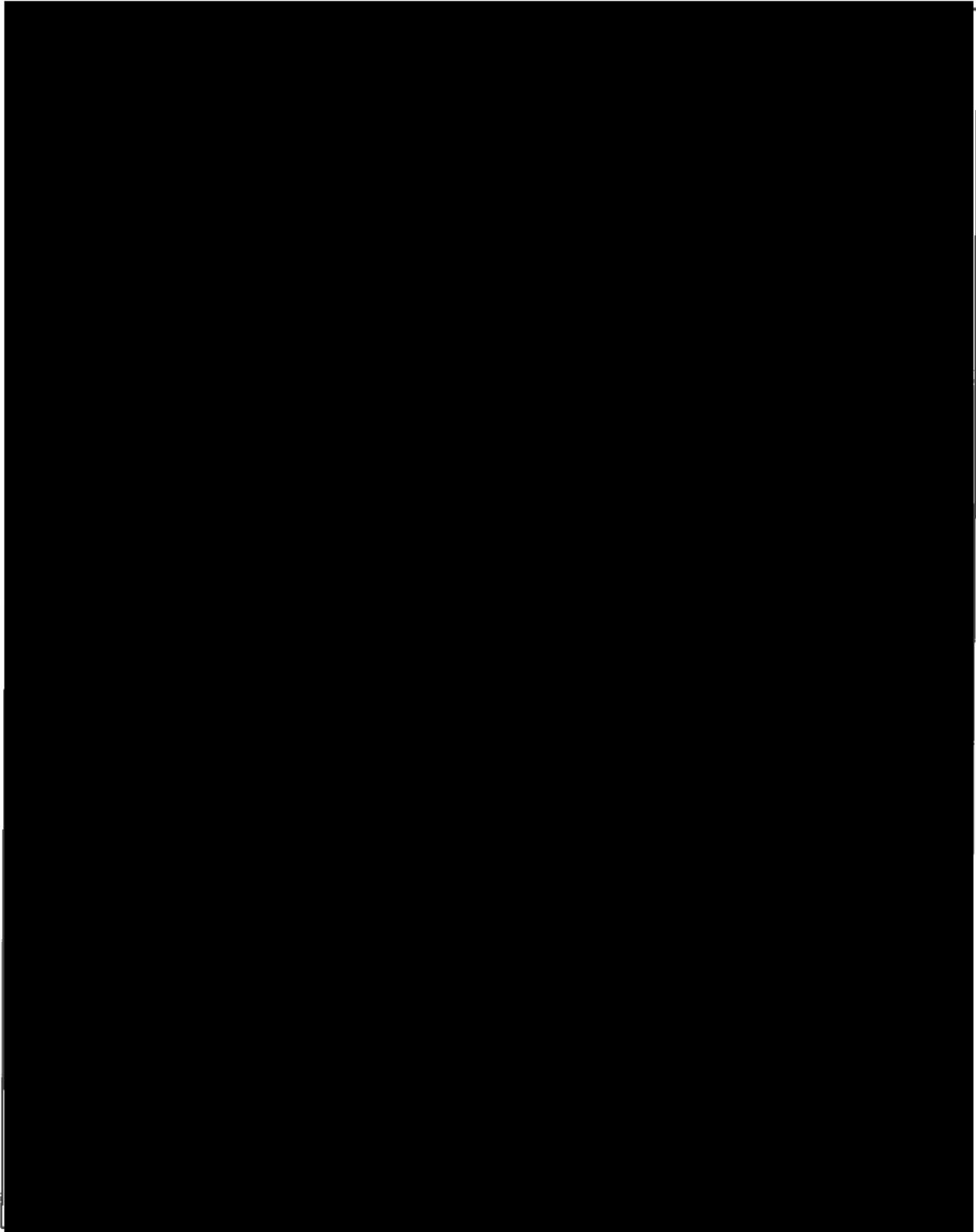
Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: DB



Application 1 of 2

Applicant Non-Profit Corporation \_\_\_\_\_

24. Provide a summary of the RMD's operating procedures for the provision for security at the RMD.

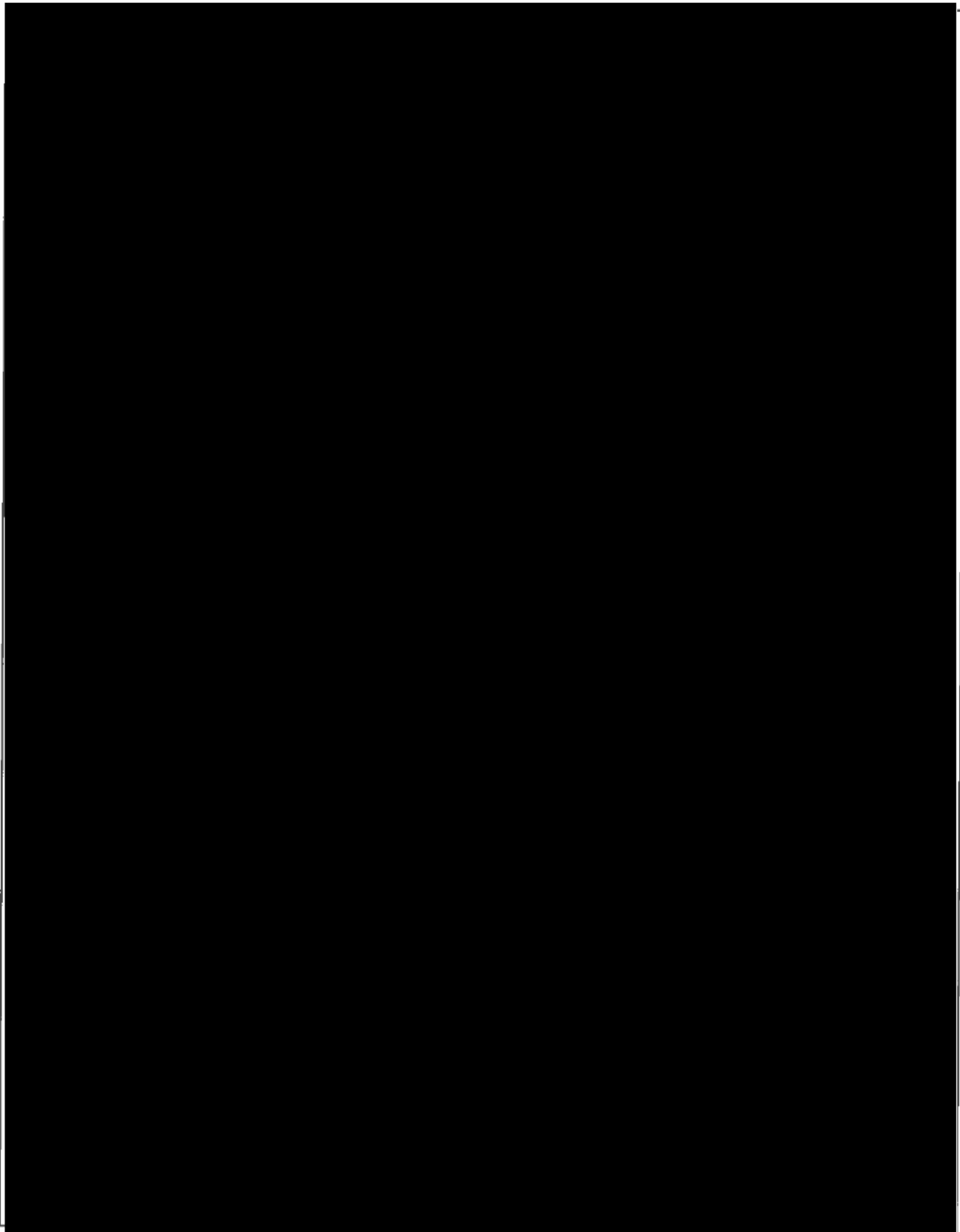


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Application 1 of 2

Applicant Non-Profit Corporation \_\_\_\_\_

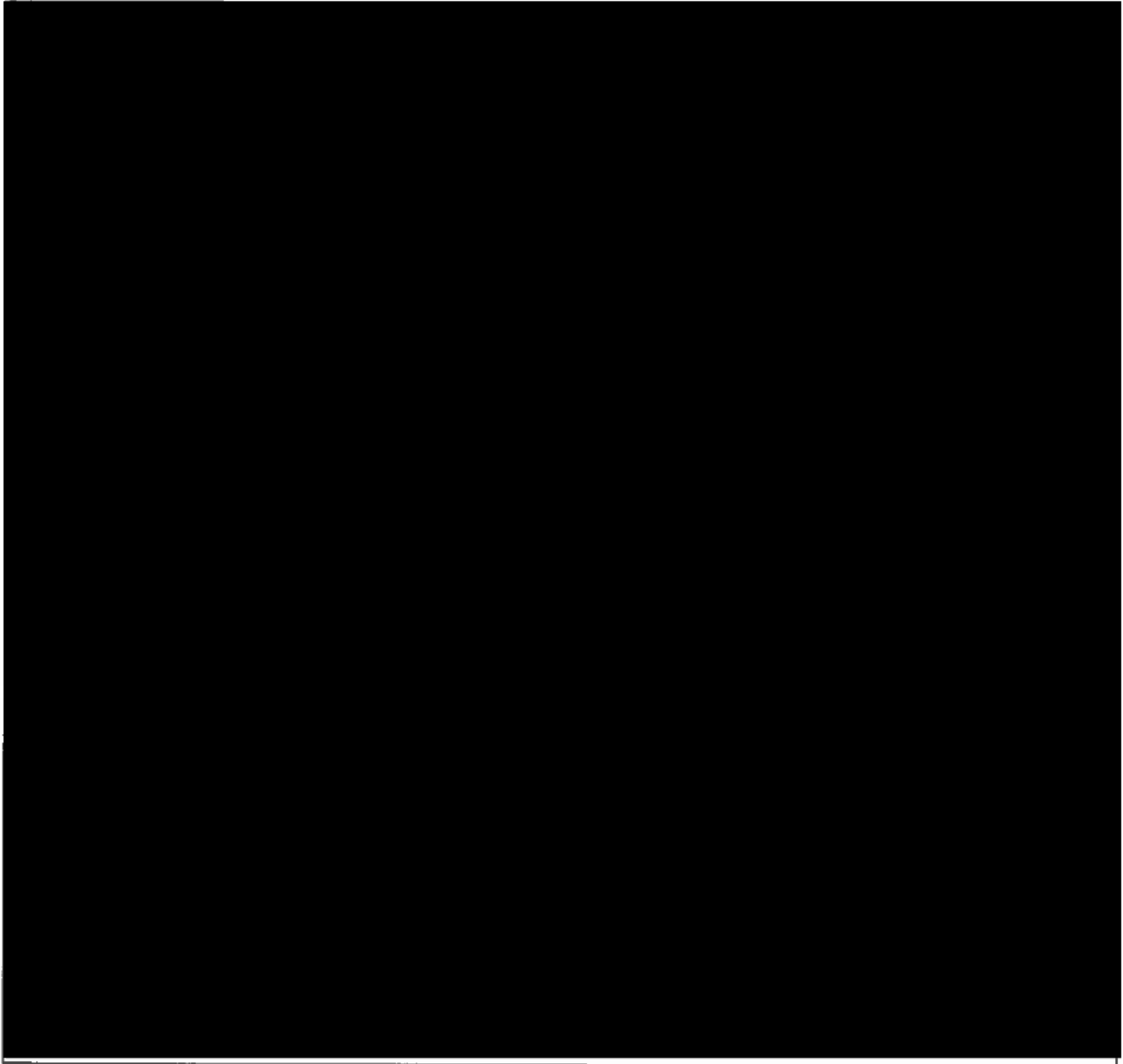
25. Provide a summary of the RMD's operating procedures for the prevention of the diversion of marijuana.



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Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

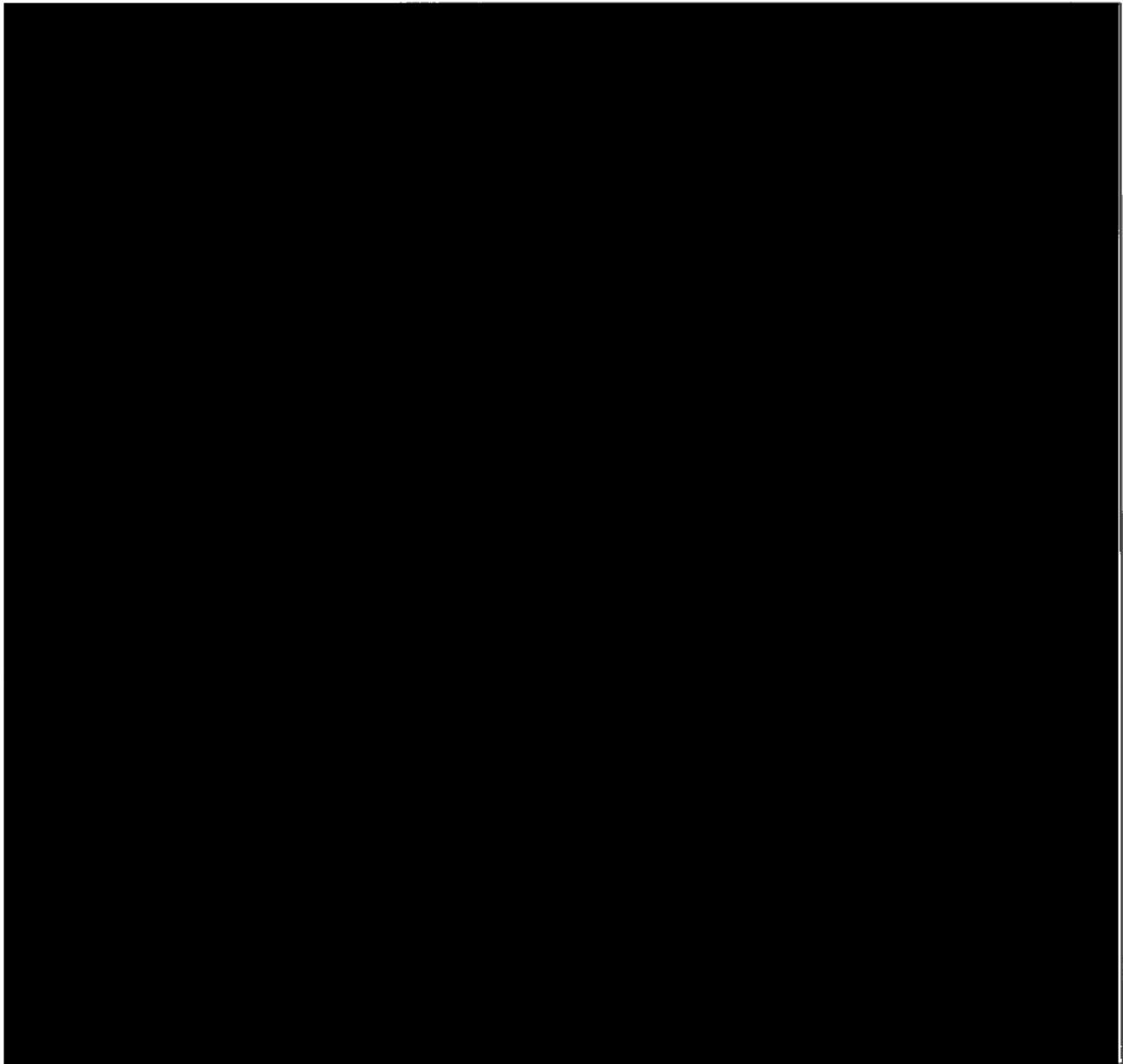
26. Provide a summary of the RMD's operating procedures for the storage of marijuana for medical use.



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Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

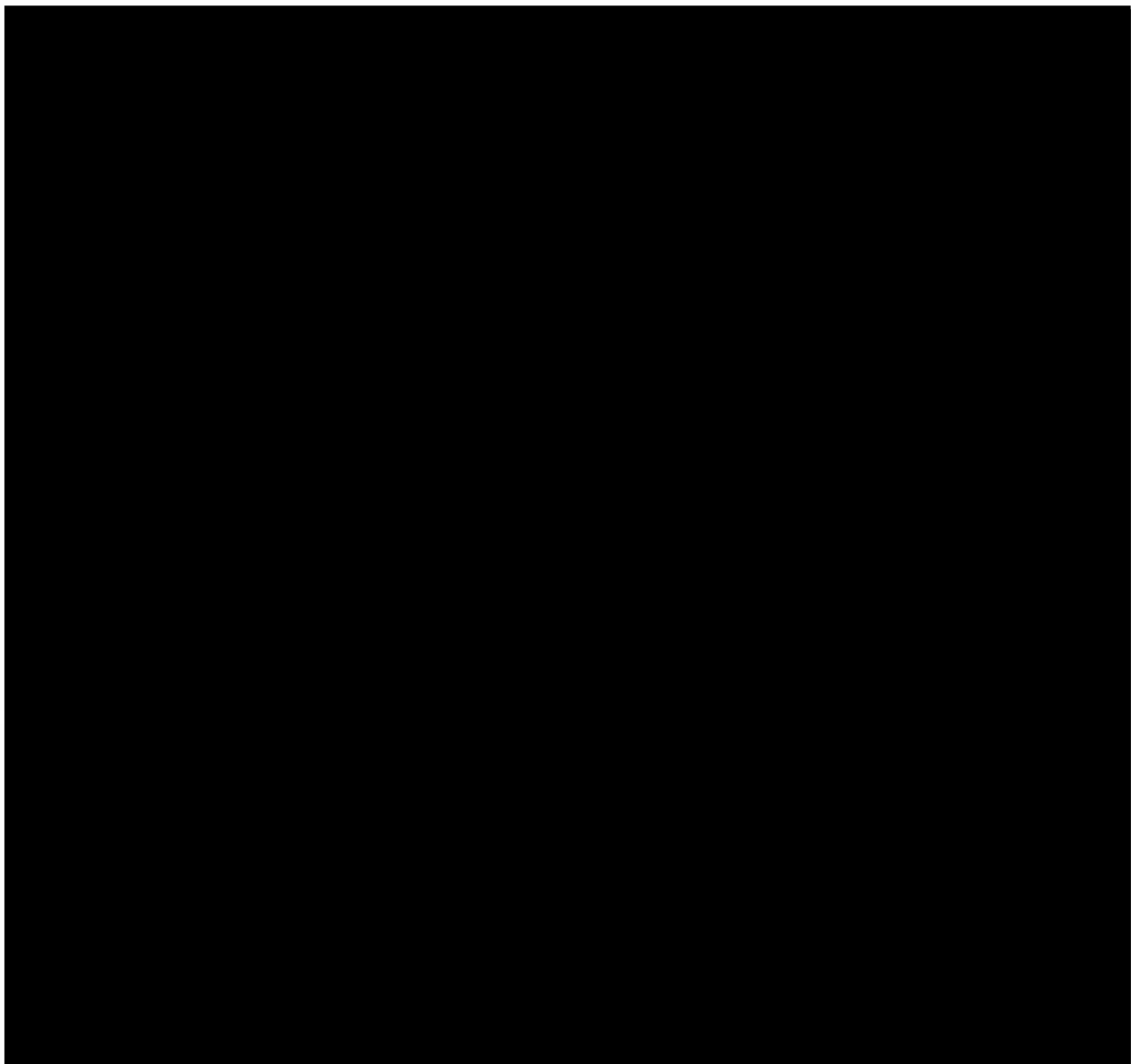
27. Provide a summary of the RMD's operating procedures for the transportation of marijuana for medical use.



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Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

28. Provide a summary of the RMD's operating procedures for inventory management.



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Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

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

All marijuana cultivated by NEPN will be tested for the cannabinoid profile and for contaminants as specified by DPH, including, but not limited to, molds (ultraviolet light and high power microscope inspection), residual insecticides, fungicides (both through chromatographic analysis), and cannabinoid profiles (THC/THC-A/THC-V/CBN/CBD/CBD-A) using High Performance Liquid Chromatography.

All testing will be conducted by an independent accredited ISO 17025 laboratory approved by DPH and at a frequency as required by DPH. NEPN will maintain the results of all laboratory testing for no less than 1 year. Testing laboratory will provide NEPN with a data package in accordance with the Finished MMJ Protocol 8.0. Any excess marijuana will be returned to NEPN for disposal.

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

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

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: SB

30. Provide a summary of the RMD's operating procedures for maintaining confidentiality of registered qualifying patients, personal caregivers, and dispensary agents, as required by law.

NEPN will implement record keeping policies and procedures to ensure that records are maintained pursuant to 725.105.

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

Patient records will be established and maintained for each qualifying patient who obtains marijuana from the dispensary. All entries made to a qualifying patient's record will be dated and signed electronically by the authorized dispensary agent making the entry and will include the agent's RMD identification number. An entry within the patient's record will be made to reflect each purchase, denial of sale, and any educational materials provided.

NEPN will manually access and consult with the DPH web-based system. Verification and update of information to the system will occur during the patient check-in and/or sales process.

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

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

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

NEPN's personnel policies are designed to create a safe, sanitary, and DPH compliant workplace for our employees. NEPN is an equal opportunity employer dedicated to professional development, equitable compensation and generous employee benefits. To strengthen the local community, recruiting locally will be a priority.

All board members, directors, employees, executives, managers, and volunteers associated with NEPN will be registered dispensary agents and remain compliant pursuant to 725.030(A)-(E). We will have a staffing plan and staffing records will be compliant with 725.105(1)(4). Pursuant to 725.105(A), NEPN will have policies in place for employee security; emergency procedures including a disaster plan; and maintaining an alcohol, smoke and drug-free workplace.

We will immediately dismiss a dispensary agent who has diverted marijuana or engaged in unsafe RMD practices. Such activities will be reported to law enforcement and the DPH. Personnel records will be kept for at least 12 months following termination of an employee. We will notify the DPH no more than 1 business day after a dispensary agent ceases to be associated with the RMD.

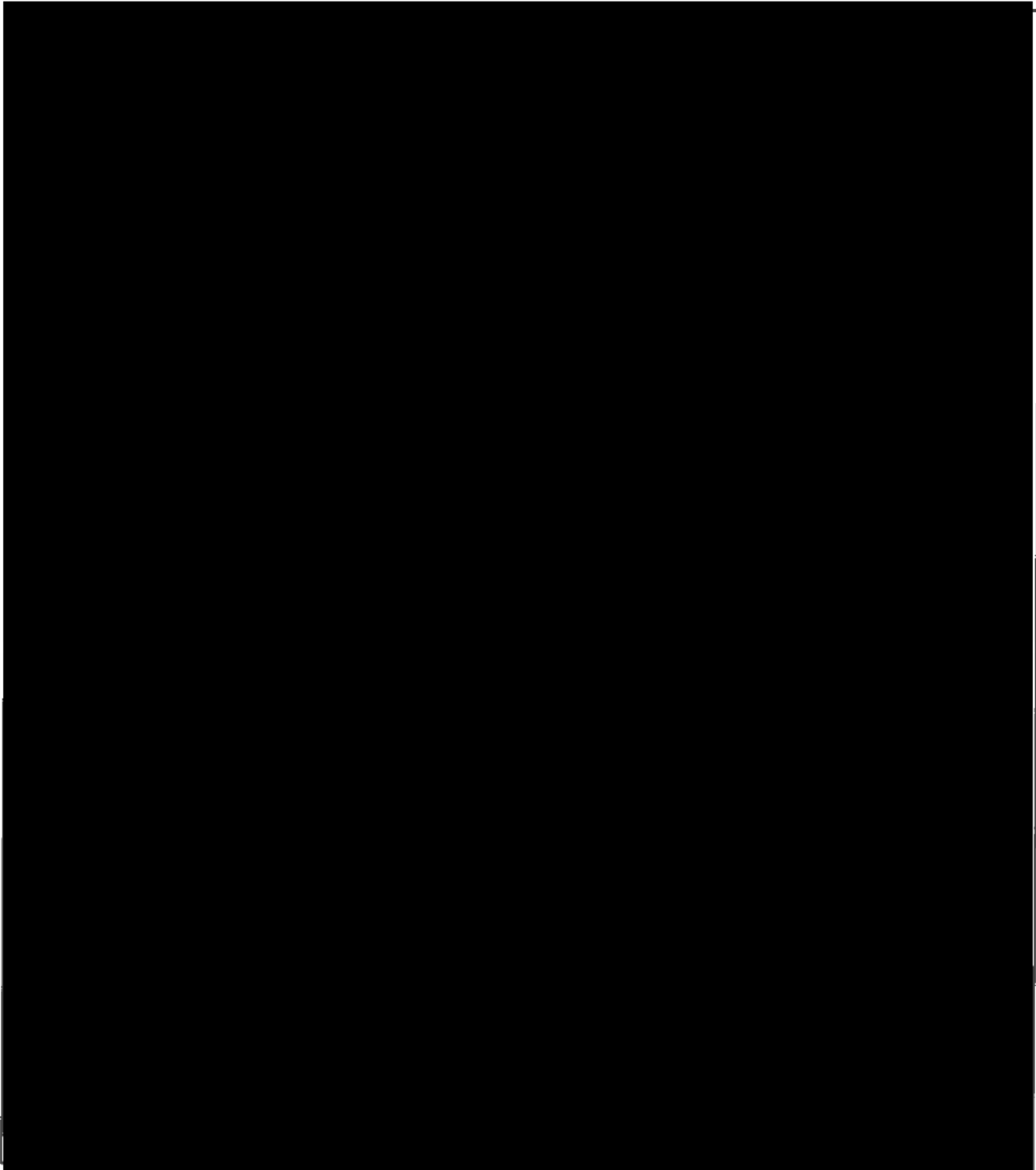
Any dispensary agent whose job includes contact with marijuana or non-edible MIPs, will be subject to the requirements for food handlers specified in 105 CMR 300.000 and shall conform to sanitary and good hygienic practices. We will provide our employees with adequate and sanitary hand washing and toilet facilities.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JB



Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

32. Provide a summary of the RMD's operating procedures for dispensing of marijuana for medical use.



Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JD

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

33. Provide a summary of the RMD's operating procedures for record keeping.

NEPN's SOPs ensure its records are accurate and compliant with 725.105(G)-(L). Records maintained and available to DPH include, but are not limited to:

- Staffing plan/personnel
- Board members/executives/members of non-profit corporation
- Training materials for agents
- Patient education materials
- Seed-to-Sale/Cultivation/Inventory records utilizing BioTrackTHC
- CORI reports (properly obtained and kept separate from general personnel records)
- Assets and liabilities
- Monetary transactions
- Account books (journals/ledgers and supporting documents; agreements/checks/invoices/vouchers)
- Sales (name of patient/caregiver to whom dispensed, including quantity/form/cost)
- Business (employee salary/wages, stipend paid to board members, executive compensation, and any bonus/benefit/item of value paid to anyone affiliated with NEPN)
- Waste disposal pursuant to 725.105(J)
- Product Sampling/Testing
- Transportation
- Security
- Incident Reports
- DPH Correspondence
- Recalls/Withdrawals/Complaints
- Most recent 3rd party financial audit
- Results of new/ongoing RMD agent background info
- SOPS and changes to SOPS
- DPH notification/de-registration of RMD agents

NEPN will immediately notify law enforcement/DPH within 24 hours after discovering any loss/unauthorized alteration of records. Records will be kept in a secure location pursuant to DPH regulations. In the event NEPN closes, all records will be kept for at least 2 years at NEPN's expense in a form/location acceptable to DPH.

Information on this page has been reviewed by the applicant and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: 

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

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

NEPN will ensure the availability of an adequate supply of up-to-date educational materials for patients and caregivers. These materials will be available in languages accessible to all patients and caregivers, as well as for the visually and hearing-impaired and will be available for inspection by DPH upon request. Patient and caregivers who register with NEPN will receive our Patient Handbook (PH).

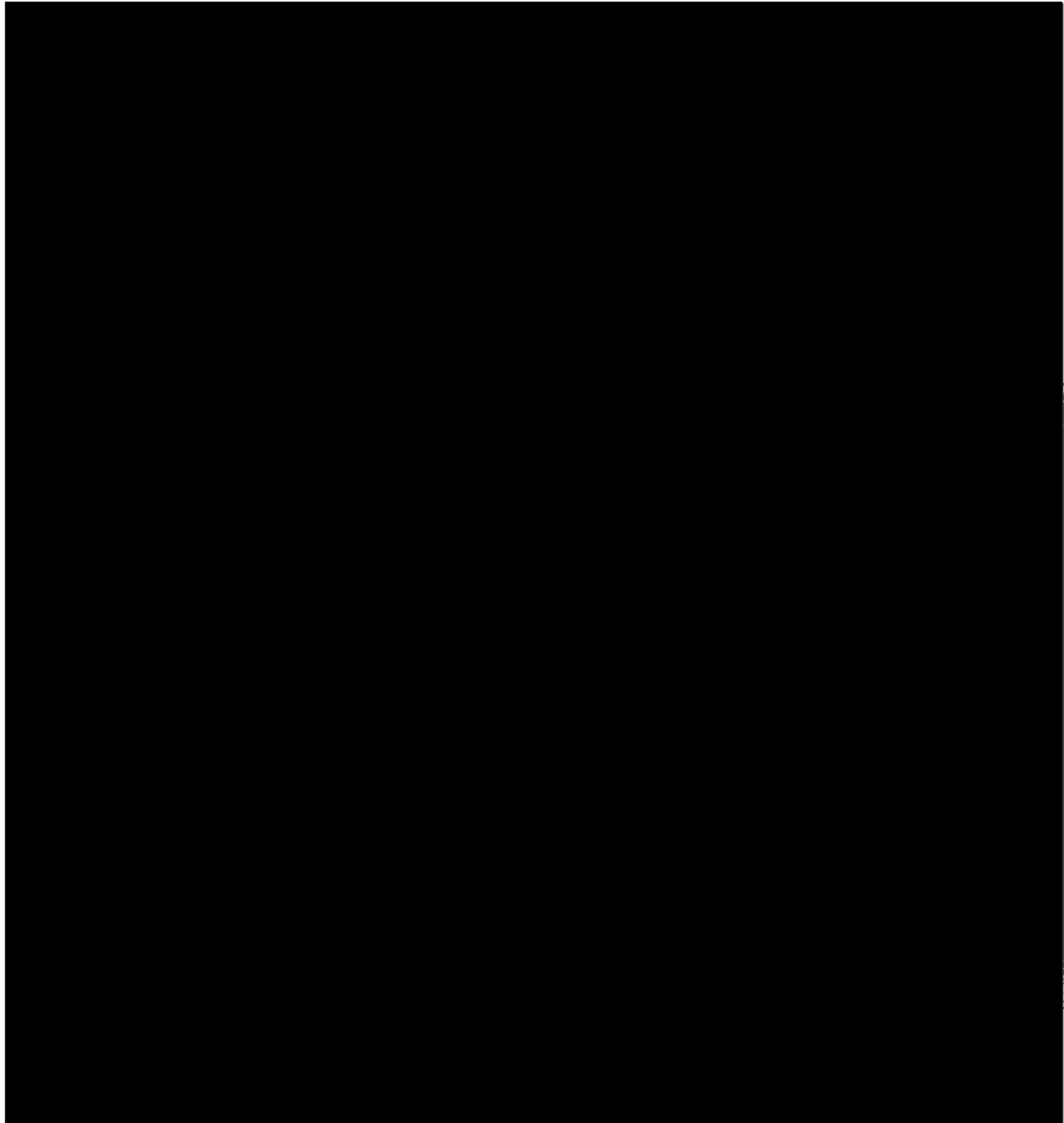
Educational materials in our PH include, but are not limited to:

- Warnings: FDA has not analyzed or approved marijuana; there is limited information on side effects; potential health risks; marijuana should be kept away from children; driving under the influence of marijuana prohibited by M.G.L. c. 90, s. 24; machinery should not be operated
- Info to assist in selection, descriptions of strains' differing effects, as well as the various forms of administration
- Patient Log: to track the strains used and their associated effects
- Dosage Guidelines: proper dosage and titration for each route of administration; emphasis on using smallest amount possible to achieve the desired effect; impact of potency explained
- Info regarding tolerance, dependence, and withdrawal
- Substance abuse signs/symptoms and referral info for treatment programs
- Statement that patients may not distribute marijuana to other individuals and that unused, excess, or contaminated product must be returned to NEPN for disposal
- Patient rights
- Condition-specific booklets
- Any other info required by the DPH

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: PS

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

35. Provide a summary of the RMD's operating procedures for patient or personal caregiver home-delivery, if the RMD plans to provide home-delivery services.



Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JS

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

36. Provide a summary of the RMD's policies and procedures for the provision of marijuana for medical use to registered qualifying patients with verified financial hardship without charge or at less than the market price.

New England Patient Network is committed to assisting those with verified financial hardships. Applicants who have a Verified Financial Hardship (VFH), i.e. are recipients of MassHealth, or Supplemental Security Income, or their income does not exceed 300% of the Federal Poverty Level (FPL), adjusted for family size, shall qualify for NEPN's financial hardship program per 105 CMR 725.004 and 105 CMR 725.100(A)(6).

All patients with a documented VFH as defined by 105 CMR 725.004 will be provided reduced cost or free marijuana.

Based on current projections, the amount of free or reduced cost medicine that patients with a documented VFH will receive will be determined through the following point system (Any single patient is eligible for up to 4 points):

- MassHealth Recipient = 1 point
- Supplemental Security Income Recipient = 1 point
- If patient's annual gross income for the current year is < 150% of the FPL = 1 point
- If patient's annual gross income for the year is between 151% and 300% of the FPL = 1 point

Patient's total number of points equals the following:

- 4 points = 1 free gram of marijuana flowers or the equivalent in non-smoked medicine products every week and 50% reduction in cost of medicine beyond free amount
- 3 points = 1 free gram of marijuana flowers or the equivalent in non-smoked medicine products every week and 30% reduction in cost of medicine beyond free amount
- 2 points = 20% reduction in cost of medicine
- 1 point = 10% reduction in cost of medicine

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: CB

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

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

New employees must complete Orientation, Safety, and Medical Training Modules. Upon completion of these modules, employees will then complete specialized departmental training that will cover all of the policies, procedures, knowledge, and skills required to operate effectively within the respective departments.

Training will be documented and records will include a signed statement of the agent indicating the date, time, and place of training and the topics discussed, including the name/title of the trainer. Employees will receive a minimum of 8 hours of ongoing training each year.

Orientation Training includes:

- Review of the Patient, Employee, and Safety Handbooks
- Compliance, regulation, law
- Tour of the dispensary facilities and introductions to fellow staff
- Injury and illness prevention program
- Smoke, alcohol, and drug free workplace

Safety Training includes:

- Counterfeit currency identification and detection
- Warning signs of possible diversion to the illegal market
- Security, lock, and alarm procedures
- Perimeter and entrance control
- Robbery response
- Conflict resolution
- Diversion detection

Medical Training includes:

- HIPAA
- Patients with disabilities
- Medical marijuana risks and benefits
- How to provide support to patients and caregivers related to the assessment of symptoms
- Cannabis use patterns and dependence detection
- Refusal techniques for patients who appear to be impaired or abusing marijuana

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: DS

Application 1 of 2

Applicant Non-Profit Corporation \_\_\_\_\_

38. Will the Corporation provide worker's compensation coverage to the RMD's Dispensary Agents?

Yes  No

39. Will the Corporation obtain professional and commercial insurance coverage?

Yes  No

40. Describe the Corporation's plan to obtain liability insurance or place in escrow the required amount to be expended for coverage of liabilities.

NEPN has met with multiple insurers to discuss options for obtaining and maintaining 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 and \$2,000,000 in aggregate, annually. The deductible will be no higher than \$5,000 per occurrence.

In the event adequate coverage is unavailable in the marketplace at a reasonable rate, NEPN will place in escrow at least \$250,000 to be expended for coverage of liabilities. Any withdrawal from escrow will be replenished within 10 business days.

NEPN will keep records documenting compliance with 725.105(Q) in a manner and form determined by the DPH, pursuant to 725.105(M).

NEPN will work with the insurer to meet the strict underwriting criteria concerning loss by theft or diversion. Our analysis indicates that many of these criteria mirror the DPH's security requirements. For example, insurers require the RMD to have security measures to deter and prevent unauthorized entrance into areas containing marijuana, as well as the use of a highly-rated, permanent safe for product storage. The general and product liability coverage we will obtain will meet or exceed DPH requirements.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JS

Application 1 of 2 Applicant Non-Profit Corporation \_\_\_\_\_

**SECTION F. CAPITAL CONTRIBUTORS**

List all persons and entities known to date that are committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, list the entity's Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

Attach additional tables if needed.

Individual Name	Amount of Initial Capital Committed	Percentage of Initial Capital Committed
Victor Riley	\$ 500,000.00	100%
	\$	
	\$	
	\$	
	\$	

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: SR



Application 1 of 2

Applicant Non-Profit Corporation \_\_\_\_\_

Entity Name	Leadership Names	Amount of Initial Capital Committed	Percentage of Initial Capital Committed
N/A	Entity CEO/ED:  Entity President/Chair:	\$	
N/A	Entity CEO/ED:  Entity President/Chair:	\$	
N/A	Entity CEO/ED:  Entity President/Chair:	\$	
N/A	Entity CEO/ED:  Entity President/Chair:	\$	
N/A	Entity CEO/ED:  Entity President/Chair:	\$	

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: AS

Application 1 of 2

Applicant Non-Profit Corporation \_\_\_\_\_

**ATTESTATIONS**

Signed under the pains and penalties of perjury, I, the authorized signatory of the non-profit applicant corporation, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.

  
\_\_\_\_\_  
Signature of Authorized Signatory  
Julius Sokol

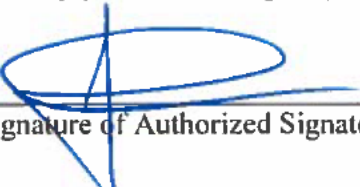
10/23/15  
Date Signed

\_\_\_\_\_  
Print Name of Authorized Signatory

Chief Executive Officer

\_\_\_\_\_  
Title of Authorized Signatory

I hereby attest that if the corporation is allowed to proceed to submit a *Siting Profile*, the corporation is prepared to comply with all *Siting Profile* requirements.

  
\_\_\_\_\_  
Signature of Authorized Signatory  
Julius Sokol

10/23/15  
Date Signed

\_\_\_\_\_  
Print Name of Authorized Signatory

Chief Executive Officer

\_\_\_\_\_  
Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: B



William Francis Galvin  
Secretary of the  
Commonwealth

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

Date: October 23, 2015

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**NEW ENGLAND PATIENT NETWORK, INC.**

is a domestic corporation organized on **May 20, 2015**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 15105915520

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

Processed by: nmc



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

Minimum Fee: \$35.00

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

**Articles of Organization**

(General Laws, Chapter 180)

Identification Number: 001174163

**ARTICLE I**

The exact name of the corporation is:

NEW ENGLAND PATIENT NETWORK, INC.

**ARTICLE II**

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

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

**ARTICLE III**

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

MAY BE SET FORTH IN BYLAWS.

**ARTICLE IV**

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

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

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

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

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

#### ARTICLE V

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

#### ARTICLE VI

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

#### ARTICLE VII

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

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

No. and Street: 88 ENDICOTT AVENUE  
City or Town: REVERE State: MA Zip: 02151 Country: USA

b. The name, residential street address and post office address of each director and officer of the

corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	JULIUS SOKOL		Perpetual
TREASURER	MICHAEL BENNETT		Perpetual
CLERK	NICK SPAGNOLA		Perpetual
DIRECTOR	MICHAEL BENNETT		Perpetual
DIRECTOR	NICK SPAGNOLA		Perpetual
DIRECTOR	JULIUS SOKOL		Perpetual

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

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

Name: TIMOTHY CALLAHAN  
 No. and Street: 100 STATE STREET  
9TH FLOOR  
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

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

**IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 20 Day of May, 2015. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)**

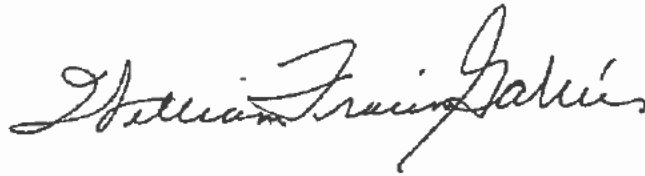
TIMOTHY CALLAHAN VICENTE SEDERBERG LLC 100 STATE ST, 9TH FLOOR BOSTON, MA 02109

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

May 20, 2015 01:12 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**BYLAWS OF NEW ENGLAND PATIENT NETWORK, INC.**  
**A MASSACHUSETTS NON-PROFIT CORPORATION**

**ARTICLE I: General**

Section 1. Name and Purposes. The name of the Corporation is New England Patient Network, Inc. The purpose of the Corporation shall be as set forth in the Corporation's Articles of Organization as adopted and filed with the Office of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the "Articles of Organization") pursuant to Chapter 180 of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law ("*Chapter 180*").

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

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

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

Section 5. Location of Offices of Corporation. The principal office of the Corporation shall be One Curtis Street, in East Boston, Massachusetts 02128. The Board of Directors may approve a change of the location of the principal office in the Commonwealth of Massachusetts effective upon the filing of a certificate indicating the new location with the Office of the Secretary of the Commonwealth of Massachusetts. The Corporation may establish and maintain offices in such other locations, within and outside of the Commonwealth of Massachusetts, as the Board of Directors may determine.

**ARTICLE II: Members**

Section 1. Identity of Initial and Sole Members. The initial and sole members of the Corporation shall be Julius Sokol, a resident of Marblehead, Massachusetts, Nicholas Spagnola, a resident of Boston, Massachusetts, and Michael Bennett, a resident of Boston, Massachusetts (hereinafter referred to herein as the "*Original Member(s)*"). In the event an Original Member dies or becomes incapacitated, the legal representative of the estate of the Original Member shall be vested with exclusive authority to appoint a substitute Member, subject to such terms and conditions, including terms and conditions with respect to voting rights, as such legal representative may determine to be appropriate at the time of such appointment.

Section 2. Additional and Substitute Members. The Original Members may increase the number of members of the Corporation and may appoint additional members and substitute members on such terms and conditions, including terms and conditions related to voting rights, as the Original Members may from time to time determine ("*Additional Members*"). Rights conferred upon an Additional Member by the Original Members, including voting rights, need not be uniform for all Additional Members. As used in these Bylaws, the term "*Member(s)*" shall refer only to the Original Members (including their substitute Members described in Section 1 of this Article), unless and until the Original Members act to designate one or more Additional Members as specified in these Bylaws, at which time the term "*Member(s)*" shall refer to the Original Members and the Additional Members collectively.

Section 3. Tenure. Unless a different term is designated at the time an Additional Member is admitted by the Original Members, for so long as a Member continues to comply with the qualifications, rules and regulations applicable to Membership as shall be established from time to time by the Member, each such Member shall continue to be a Member in good standing until such Member dies, resigns, withdraws, dissolves, becomes incapacitated or disqualified.

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

Section 5. Annual Meeting. The annual meeting of the Members shall be held on such day and at such hour as may be named in the notice of such meeting designated by the Members. In the event that the annual meeting is not held on such date, a special meeting in lieu thereof may be held with all of the force and effect of an annual meeting.

Section 6. Special Meetings. Special meetings of the Members may be called by the Members, the President or by a majority of the Directors, and shall be noticed by the Clerk, or in the case of the death, absence, incapacity or refusal of the Clerk, by any other officer.

Section 7. Notice. A written notice of the date, place, and hour of all meetings stating the purposes of the meeting shall be given by the Clerk (or by any other officer) at least seven calendar (7) days before the meeting to the Members. The Members may waive notice either before or after a meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting and without notice if the Members unanimously consent to the action in writing and the written consent is filed with the records of the meetings of the Members. Such consent shall be treated for all purposes as a vote at a meeting.

Section 9. Quorum; Action at Meetings; Proxy Voting Not Permitted. Except as otherwise provided by law, the Articles of Organization or these Bylaws, at all meetings of the Members, a majority of the total number of Members then in office shall constitute a quorum for the transaction of business, and the vote of a majority of the Members present and voting at a meeting when a quorum is present shall be the act of the Members. A majority of the Members present, whether or not a quorum is present, may adjourn any meeting to another time, date and place. Each Member shall be entitled to one (1) vote on any matter that comes before the Members. There shall be no voting by proxy.

Section 10. Presence through Communications Equipment. Unless otherwise provided by law or the Articles of Organization, Members may participate in a meeting by means of a conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

Section 11. Powers of the Members. In addition to and without limiting the powers, rights and privileges the Members shall have that are afforded to "members" of a Corporation organized under Chapter 180, the Articles of Organization, these Bylaws and other applicable law, the actions and powers of the Corporation listed below shall be reserved exclusively to the Members:

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

### ARTICLE III: Directors

Section 1. Enumeration; Qualifications. The Corporation shall have a Board of Directors that shall serve as the governing body of the Corporation and shall have all the powers and duties of a board of directors under Massachusetts law, subject to Section 9 of Article II and Section 7 of this Article. The Board of Directors shall consist of such number of Directors as shall be determined initially by the incorporators, and thereafter by the Members (but not less than the minimum number required by law). Directors shall possess such qualifications as may be determined by the Members.

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

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

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

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

Section 6. Powers. The Board of Directors shall manage, control and be responsible for oversight of the affairs and property of the Corporation, and at all times may exercise on behalf of the Corporation all lawful powers, rights and privileges of the Corporation under Chapter 180 and any other applicable law, except those powers reserved to the Members by law, the Articles of Organization or these Bylaws. The Board of Directors, in its discretion, may from time to time establish committees, appoint individuals to serve as members of any such committee, define or limit the powers and duties of any such committee, and thereafter may disband the same. The Board of Directors may delegate its powers, or a portion thereof, to committees that either consist solely of Directors or give voting power only to Directors on any such committee, except that the Board of Directors may not delegate the powers specified in Section 55 of Chapter 156B of the Massachusetts General Laws or other actions under Massachusetts law that require action by the Board of Directors including, without limitation, the Board may not delegate the power to:

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

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

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

#### **ARTICLE IV: Meetings of the Board of Directors**

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

Section 2. Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such hour as may be determined by the Board and identified in the notice of such meeting. Special meetings of the Board may be called by the Members, the President or by a majority of the Directors, and shall be noticed by the President or the Clerk, or in the case of the death, absence, incapacity or refusal of the President or the Clerk, by the Members or any other officer.

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

Section 4. Quorum; Action at Meetings; Proxy Voting Not Permitted. Except as otherwise provided by law, the Articles of Organization or these Bylaws, at all meetings of the Board of Directors, a majority of the total number of Directors then in office shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present and voting at a meeting when a quorum is present shall be the act of the Board. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time, date and place. Each Director shall be entitled to one (1) vote on any matter that comes before the Board of Directors. There shall be no voting by proxy.

Section 5. Action by Unanimous Written Consent. Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting and without notice if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 6. Presence through Communications Equipment. Unless otherwise provided by law or the Articles of Organization, members of the Board of Directors or any committee thereof may participate in a meeting by means of a conference telephone or similar communications equipment so that all persons participating in the meeting can hear each

other at the same time and participation by such means shall constitute presence in person at the meeting.

## ARTICLE V: Officers and Agents

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

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

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

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

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

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

Section 7. President. The President shall be the chief executive officer of the Corporation and as such shall have charge of the affairs of the Corporation subject to the supervision of the Board of Directors. Subject to limitations that the Board of Directors may approve generally or in any specific instance, all checks drawn on bank accounts of the Corporation may be signed on its behalf by the President or such other persons as may be authorized from time to time by the Board of Directors. The President shall also have such other powers and duties as customarily belong to the office of the chief executive or as may be designated from time to time by the Board of Directors. The President shall be responsible for the administration of the Corporation in all its activities subject to such policies as may be adopted and such orders as may be issued by the Board of Directors from time to time, or by any committees of the Board to which the authority for such action has been specifically delegated.

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

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

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

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



## **ARTICLE VI: Inspection of Records**

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

## **ARTICLE VII: Execution of Instruments; Evidence of Authority**

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

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

## **ARTICLE VIII: Conflict of Interest; Transactions with Interested Parties**

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

Section 2. Transactions with Interested Parties. Nothing shall prevent the Corporation from entering into any contract or transaction between the Corporation and one or more of its Members, Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of the Corporation's Members, Directors or officers are directors or officers, or have a financial interest. In addition, no contract or transaction between the Corporation and one or more of its Members, Directors or officers, or between the Corporation and any other corporation,

limited liability company, partnership, association, or other organization in which one or more of the Corporation's Members, Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Member, Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction or solely because the votes of such Member, Director or officer are counted for such purpose, if:

- (a) The material facts as to his, her or its relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or
- (b) The material facts as to his, her or its relationship or interest and as to the contract or transaction are disclosed or are known to the Members (provided that the Member is disinterested), and the contract or transaction is specifically approved by vote of the Members; or
- (c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the Members.

#### **ARTICLE IX: Personal Liability; Indemnification**

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

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

Notwithstanding the foregoing, as to any matter disposed of by a compromise payment by an Indemnified Person, pursuant to a consent decree or otherwise, no indemnification for said payment shall be provided unless such compromise and indemnification therefor shall be approved:

- (a) By a majority vote of a quorum consisting of disinterested Directors;
- (b) If such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting of all the disinterested Directors then in office;
- (c) By the Members if they are disinterested;
- (d) If there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by Independent Legal Counsel (as defined below) appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the Indemnified Person appears to have acted in good faith and in the reasonable belief that the Indemnified Person's actions were in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to a Related Entity, in the best interests of the Related Entity (and, if the Related Entity is an employee benefit plan, in the best interests of the participants or beneficiaries of such plan)); and with such care as an ordinarily prudent person in a like position with respect to a similar corporation organized under Chapter 180 would use under similar circumstances; or
- (e) By a court of competent jurisdiction.

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

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

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

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

- (a) *"Costs and Expenses"* means all reasonable costs and expenses incurred by an Indemnified Person in investigating, defending or appealing any Proceeding, including attorneys', accountants', experts' and other professional fees and disbursements; reasonable compensation for time spent by the Indemnified Person on behalf of the Corporation during which he or she is not otherwise compensated by the Corporation or a third party; any premium, security for, and other costs relating to any costs or other appeal bond or its equivalent, whether such Proceeding is of a civil, criminal, arbitrational, administrative or investigative nature, whether formal or informal, including an action by or in the name of the Corporation. Costs and Expenses shall include all reasonable costs and expenses incurred by an Indemnified Person, including attorneys', accountants', experts' and other professional fees and disbursements, in connection with successfully establishing his or her right to indemnification, in whole or in part, hereunder.
- (b) *"Indemnified Person"* means each person who:
- (i) Shall be, or at any time shall have been, a Member, Director or officer of the Corporation, or
  - (ii) At the request of the Corporation, shall serve, or at any time shall have served, as an incorporator, director, trustee, officer, employee, agent, member, manager or in any other capacity with respect to any Related Entity, or
  - (iii) The Board of Directors by vote shall designate, who shall be, or at any time shall have been, an employee or agent of the Corporation or who shall serve, or at any time shall have served, at the request of the Corporation, in any capacity with respect to any Related Entity.
- (c) *"Proceeding"* means any threatened, pending or completed claim, action, suit or proceeding or any alternative dispute resolution mechanism (including an action by or in the right of the Corporation or an affiliate of the Corporation) or any formal or informal inquiry, hearing or investigation, whether conducted by the Corporation or an affiliate of the Corporation or any other party, and any other action that an Indemnified Person in good faith believes might lead to the institution of any such action, suit or proceeding, whether civil, criminal, arbitrational, administrative, investigative or other, including any appeal relating to any of the foregoing.
- (d) *"Related Entity"* means any corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise in which the Corporation is in any way interested in, or as to which an

Indemnified Person is serving or shall have served at the Corporation's request or on its behalf, as a director, officer, partner, employee, agent, fiduciary, member, manager or representative including, but not limited to, any employee benefit plan or any corporation of which the Corporation or any Related Entity is, directly or indirectly, a stockholder, member, limited or general partner, beneficiary or creditor.

- (e) *"Independent Legal Counsel"* means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the previous five (5) years has been retained to represent: (A) the Corporation or the Indemnified Person in any other matter material to either party, or (B) any other party to the threatened, pending or completed proceeding or action giving rise to the claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Legal Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or the Indemnified Person in a proceeding or action to determine the Corporation's obligations or such Indemnified Person's rights hereunder.
- (f) "Person," "director," "officer," "employee," "agent" and "Indemnified Person" shall include their respective heirs, executors and administrators, and an "interested" director, officer, employee or agent is one against whom in such capacity the Proceedings in question or other Proceedings on the same or similar grounds is then pending.

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

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

**ARTICLE X: Advisory Boards or Committees**

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

**ARTICLE XI: Nondiscrimination Policy**

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

**ARTICLE XII: Amendments**

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

**ARTICLE XIII: Policies**

The Members may adopt policies that shall be incorporated into these Bylaws. The following policies have been adopted and incorporated herein:

- Appendix 1: Whistleblower Policy
- Appendix 2: Document Retention and Destruction Policy
- Appendix 3: Compensation Setting Policy
- Appendix 4: Comprehensive Information Security Policy
- Appendix 5: Antitrust Policy

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## Appendix 1:

### NEW ENGLAND PATIENT NETWORK, INC. WHISTLEBLOWER POLICY

#### I. Expectation

New England Patient Network, Inc. (the "Non-profit") expects Members, Directors, Officers and employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

#### II. Open Door Policy

If any Member, Director, Officer or employee has complaints, concerns, or questions as to the ethics or legality of a particular action taken by another Director, Officer or employee, he/she is encouraged to raise such complaints, concerns or questions with the relevant individual. With Respect to a Member, the relevant individual is any other Member(s). With respect to Directors, the relevant individual is the President of the Board of Directors or any other Director. With respect to officers and employees, the relevant individual is the President, if there is one in office, and if not, any Director on the Board of Directors. In the event a Member, Director, Officer or employee believes there may have been a legal transgression, and that it is not reasonable to raise the issue with a another Member, Director or the President, he/she should contact an outside attorney. Anyone filing a complaint concerning a violation or suspected violation of a law, regulation or ethical requirement must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Individuals making baseless or malicious accusations will be disciplined up to and including termination.

#### III. Requirement of Investigation

Within a reasonable time of receiving a complaint, concern or question regarding compliance with a law, regulation or ethics requirement, the president and/or director shall open an investigation into the matter and pursue it to resolution. Should the president or director find that a law, regulation or ethics requirement has been violated, appropriate action should be taken.

#### IV. Confidentiality

To the degree possible, the names of the individuals reporting under this Whistleblower Policy shall be kept confidential.

#### V. Protection from Retaliatory Action

Neither the Non-profit nor its Members, Directors, Officers, or employees may take any negative employment or other retaliatory action against any director, officer or employee who in good faith reports a violation of a law or regulatory requirement. A Member,

Director, Officer, or employee who retaliates against someone who has reported a violation in good faith is subject to discipline including, but not limited to, termination of employment.

#### VI. General Policy

This general policy is not a contract and it may be rescinded or amended at any time by the Non-profit. It is not intended to and does not create any legally enforceable rights whatsoever for any employee.



## Appendix 2:

### NEW ENGLAND PATIENT NETWORK, INC. DOCUMENT RETENTION AND DESTRUCTION POLICY

#### I. Retention Policy

New England Patient Network, Inc. (the "Non-profit") takes seriously its obligations to preserve information relating to litigation, audits, and investigations. The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Non-profit may be required to keep in the future, and may include records that the Non-profit is not required to keep.

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

<b>File Category</b>	<b>Item</b>	<b>Retention Period</b>
<b>Corporate Records</b>	<i>Bylaws and Articles of Organization</i>	Permanent
	<i>Corporate resolutions</i>	Permanent
	<i>Board and committee meeting agendas and minutes</i>	Permanent
	<i>Conflict-of-interest disclosure forms</i>	4 years
<b>Finance and Administration</b>	<i>Financial statements (audited)</i>	7 years
	<i>Auditor management letters</i>	7 years
	<i>Payroll records</i>	7 years
	<i>Check register and checks</i>	7 years
	<i>Bank deposits and statements</i>	7 years
	<i>Chart of accounts</i>	7 years
	<i>General ledgers and journals (includes bank reconciliations)</i>	7 years
	<i>Investment performance reports</i>	7 years
	<i>Equipment files and maintenance records</i>	7 years after disposition
<i>Contracts and agreements</i>	7 years after all obligations end	

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

## II. Electronic Documents and Records

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods should be tested on a regular basis.

## III. Emergency Planning

The Non-profit's records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Non-profit operating in an emergency should, if possible, be duplicated or backed up at least weekly and maintained off-site.

## IV. Document Destruction

Documents should be eliminated at the end of the relevant retention period. Destruction of financial and personnel-related documents should be accomplished by shredding.

Document destruction with respect to relevant documents will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or lawsuit.

## V. Compliance

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

### Appendix 3:

## NEW ENGLAND PATIENT NETWORK, INC. COMPENSATION SETTING POLICY

### I. Introduction

This policy codifies the procedures by which the Board of Directors of New England Patient Network, Inc. (the "Non-profit") sets the compensation of directors, top management officials, officers and key employees ("executive compensation"). These procedures are designed to comply with the "safe harbor" requirements set forth in the tax regulations on intermediate sanctions to create a rebuttable presumption of reasonableness in compensation levels.

### II. Policy

The Board of Directors shall oversee the setting of executive compensation and shall (1) determine compensation of all directors, top management officials, officers and key employees, and (2) review, assess and approve the reasonableness of such compensation on a regular basis.

In order to be approved as reasonable, compensation must be an amount that would ordinarily be paid for comparable work by similarly situated organizations under like circumstances. The particular education, experience and skill of the compensated individual may also be taken into account.

### III. Guidelines

Compensation determinations made by the directors will be made in accordance with the following guidelines:

1. In setting and determining the reasonableness of executive compensation, the board shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.
2. Directors involved in setting and approving executive compensation, as well as any third parties providing professional advice to the directors in connection with setting and approving executive compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Directors shall have no conflict of interest for these purposes if they (1) will not economically benefit from the compensation arrangement, (2) are not family members of a person who will economically benefit, (3) have no material financial interest affected by the compensation arrangement, and (4) are not family members of a person who has a material financial interest affected by the compensation arrangement.

3. Timely and accurate minutes of all final actions by the board regarding the setting and approval of executive compensation will be recorded and held with board records. Such minutes will include (1) the terms of the approved compensation arrangement and the date approved, (2) a list of the directors present during discussion, showing those who approved the arrangement, those who rejected it and those who recused themselves due to conflicts of interest, (3) the comparability data relied upon and how such data was obtained, and (4) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.

**Appendix 4:**

**NEW ENGLAND PATIENT NETWORK, INC.  
COMPREHENSIVE INFORMATION SECURITY POLICY**

I. Objective.

It is the objective of New England Patient Network, Inc. (the "Non-profit") in the development and implementation of this comprehensive information security program ("CISP") to create effective administrative, technical and physical safeguards for the protection of personal information, and to comply with obligations under 201 CMR 17.00. This CISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. For purposes of this CISP, "personal information" means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (1) social security number; (2) driver's license number or state-issued identification card number; or (3) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. Non-profit generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public.

II. Purpose.

The purpose of the CISP is to:

1. Ensure the security and confidentiality of personal information;
2. Protect against any anticipated threats or hazards to the security or integrity of such information; and
3. Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

III. Data Security Coordinator.

RMD appoints the Treasurer to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:

1. Initial implementation of the CISP;

2. Regular testing of the CISP's safeguards;
3. Evaluating the ability of each of Non-profit's third party service providers to implement and maintain appropriate security measures for the personal information to which Non-profit permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;
4. Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in Non-profit's business practices that may implicate the security or integrity of records containing personal information; and
5. Conducting an annual training session for all directors, officers, employees, volunteers and independent contractors, including temporary and contract employees who have access to personal information on the elements of the CISP.

#### IV. Handling Personal Information.

1. Paper Records. All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with Non-profit's document destruction policy using an office-grade shredder. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible employee, and if hand delivered, will not be left unattended at any point in the transition.
2. Checks. When Non-profit receives checks from members of the public, it will make only one hard copy and keep it in a locked file cabinet with restricted access. The checks themselves will also be kept under lock and key until they are deposited.
3. Paper Employment Records. Paper employment records must be kept under lock and key and accessed only by staff members responsible for employment issues and/or by the president.
4. Electronically Held Records. Non-profit requires the following security systems with respect to the maintenance of personal information on its computers:
  - A. The Data Security Coordinator shall secure user authentication protocols including:
    1. Control of user IDs and other identifiers;
    2. A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;

3. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
  4. Restricting access to active users and active user accounts only; and
  5. Blocking access to user identification after multiple unsuccessful attempts to gain access.
- B. The Data Security Coordinator shall implement the following secure access control measures:
1. Restrict access to records and files containing personal information to those who need such information to perform their job duties; and
  2. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which is reasonably designed to maintain the integrity of the security of the access controls.
- C. Non-profit will not, as a general rule, send or accept personal information by e-mail. To the extent exceptions must be made, the security measures described in this CISP shall be taken.
- D. Should any records and files containing personal information be transmitted across public networks or wirelessly, such records or files shall be encrypted. Personal information stored on laptops and other portable devices shall also be encrypted.
- E. Non-profit shall take all steps necessary to reasonably monitor its computer network for unauthorized use of or access to personal information.
- F. All files containing personal information on a system that is connected to the Internet shall be protected by a reasonably up-to-date firewall protection and operating system security patches designed to maintain the integrity of the personal information.
- G. All computers containing personal information shall be protected by reasonably up-to-date versions of system security agent software, including malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
5. Vendors. Non-profit routinely shares personal and financial information with its payroll service, its CPA firm, legal counsel, credit card vendors and Pay Pal. Non-profit requires each of these organizations to send written evidence, signed by an authorized person, confirming that they follow a security plan that fully complies with 201 CMR 17.



V. Training.

The Data Security Coordinator shall ensure that all employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers who have access to personal information are trained on the data security requirements provided in this CISP.

VI. Persons Separating from Non-Profit.

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers upon termination or resignation shall immediately be denied access to physical and electronic records containing personal information and will be required to return or destroy all records and files containing personal information in any form that may at the time of such termination or resignation be in their possession or control, including all such information stored on laptops, portable devices, or other media, or in files, records, notes, or papers.

VII. Security Breach and Notification.

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers, shall as soon as practicable and without unreasonable delay notify the Data Security Coordinator when such person knows or has reason to know of a security breach or when the person knows or has reason to know that personal information was acquired or used by an unauthorized person or used for an unauthorized purpose.

A "security breach" is any unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information that creates a substantial risk of identity theft or fraud. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for lawful purposes, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

When the Data Security Coordinator is informed of a security breach, she will (1) notify the individual whose information was compromised, and (2) notify the Massachusetts Attorney General and the Office of Consumer Affairs and Business Regulation.

The notice to the individual will be in writing, possibly by electronic mail, and will include the following information:

1. A general description of the incident;

2. Identification of the personal information that may be at risk;
3. A description of Non-profit's security program;
4. A phone number to call within Non-profit for further information;
5. Suggestion of extra caution, to review account statements, and to obtain a credit report; and
6. Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

The notice to the Office of Consumer Affairs and Business Regulation and to the Attorney General will include the following:

1. A detailed description of the nature and circumstances of the breach of security;
2. The number of people affected as of the time of notification;
3. The steps already taken relative to the incident;
4. Any steps intended to be taken relative to the incident subsequent to notification; and
5. Information regarding whether law enforcement is engaged investigating the incident.

#### VIII. Non-Retaliation.

Non-profit will not retaliate against anyone who reports a security breach or non-compliance with CISP, or who cooperates in an investigation regarding such breach or non-compliance. Any such retaliation will result in disciplinary action by the responsible parties up to and including suspension or termination.

#### IX. Documentation.

Non-profit shall document all responsive actions taken in connection with any incident involving a security breach.

**Appendix 5:**

**NEW ENGLAND PATIENT NETWORK, INC.  
ANTITRUST POLICY**

It is the policy of the New England Patient Network, Inc. (the "Non-profit") to comply fully with all federal and state antitrust laws, which prohibit companies from working together to restrict competition. It is also the policy of the Non-profit that it and its directors and officers are informed about antitrust laws and recognize possible antitrust issues or questions.


It is legal for competitors within the medical use of marijuana industry to work together, unless such work unlawfully restricts competition within the industry. Although the Non-profit's activities generally do not present antitrust issues, to ensure against inadvertent violations of federal and state antitrust laws, directors, except to insure that prices are reasonable and affordable for the Non-profit's patients, and to prevent diversion for non-medical purposes, directors, officers and employees shall not discuss with competitors the following: increasing, decreasing, or stabilizing prices for medical marijuana or related products and services; and establishing market monopolies for products or services.

Furthermore, directors, officers, and employees shall not engage in any actions in the context of the Non-profit's activities which appear to be anti-competitive in purpose or inconsistent with this policy.

Any questions regarding antitrust issues and the Non-profit's activities shall be directed to the President, if any, and referred to counsel if deemed necessary.

Pursuant to 105 CMR 725.100(A)(2), no executive, director or any entity owned or controlled by such executive or director may directly or indirectly control more than three RMDs.

I, ARTHUR SANDBERG, the Clerk of the Board of Directors for NEW ENGLAND PATIENT NETWORK, INC. attest that these Bylaws with the incorporated Appendices were adopted by NEW ENGLAND PATIENT NETWORK, INC. on May 5, 2015, by a duly authorized vote of the Board.

  
ARTHUR SANDBERG, CLERK

Applicant Non-Profit Corporation \_\_\_\_\_

**SECTION D. EMPLOYMENT AND EDUCATION FORM**

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

**Name**

Julius Sokol

**Residential Address**

[Redacted]

**Title (at applicant non-profit corporation)**

Chief Executive Officer

**Name of Applicant Non-Profit Corporation**

New England Patient Network, Inc.

**Highest Education Attained – Institution, Degree, and Year**

Juris Doctor, University of San Diego School of Law, 2007

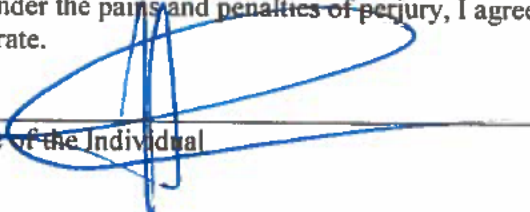
Applicant Non-Profit Corporation \_\_\_\_\_

**Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.**

Employer	Title	Time Period
Sokol Enterprises LLC	Manager	12/02/2009 - Present
Sheff Law Offices, P.C.	Office Manager	04/15/2012 - 7/1/2015
Acme Wholesale	Sales Associate	09/2007 - 12/01/2009

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

Signature of the Individual



Date Signed

10/10/2015

Applicant Non-Profit Corporation \_\_\_\_\_

**SECTION D. EMPLOYMENT AND EDUCATION FORM**

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**Name**

Michael Bennett

**Residential Address**

[Redacted]

**Title (at applicant non-profit corporation)**

COO

**Name of Applicant Non-Profit Corporation**

New England Patient Network, Inc.

**Highest Education Attained – Institution, Degree, and Year**

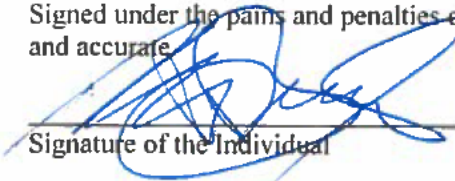
Boston University  
B.A Psychology  
1992

Applicant Non-Profit Corporation \_\_\_\_\_

**Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.**

Employer	Title	Time Period
Lagrange St. Corp	Manager	2004 - Present
Bennett Realty Enterprise, LLC	Founder/Manager	2003 - Present

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

  
\_\_\_\_\_  
Signature of the Individual

10-22-15  
Date Signed

Applicant Non-Profit Corporation \_\_\_\_\_

**SECTION D. EMPLOYMENT AND EDUCATION FORM**

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

**Name**

Arthur Sandberg

**Residential Address**

[REDACTED]

**Title (at applicant non-profit corporation)**

CFO

**Name of Applicant Non-Profit Corporation**

New England Patient Network, Inc.

**Highest Education Attained – Institution, Degree, and Year**

Bentley College (1985)  
Master of Science in Taxation



Applicant Non-Profit Corporation \_\_\_\_\_

**Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.**

Employer	Title	Time Period
Sandberg & Creedon PC	Partner	1993-Present

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

  
 \_\_\_\_\_  
 Signature of the Individual

10/13/15  
 Date Signed

Applicant Non-Profit Corporation \_\_\_\_\_

**SECTION D. EMPLOYMENT AND EDUCATION FORM**

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

**Name**

Dennis Bernard DePaolo

**Residential Address**

[Redacted]

**Title (at applicant non-profit corporation)**

Director of Cultivation

**Name of Applicant Non-Profit Corporation**

New England Patient Network, Inc.

**Highest Education Attained – Institution, Degree, and Year**

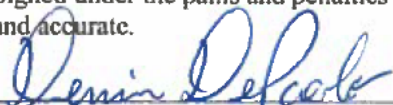
University of Massachusetts, Amherst, MS - Plant Biology, 2014

Applicant Non-Profit Corporation \_\_\_\_\_

**Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.**

Employer	Title	Time Period
Maine Organic Therapy	Director of Cultivation	Sept. 2014- Current
UMASS Amherst	Teachers Assistant	2010-2014
Boyce Thompson Institute	Student Researcher	2008-2009
Applebees	Server	2005-2006

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

  
\_\_\_\_\_  
Signature of the Individual

7-15-15  
Date Signed

Applicant Non-Profit Corporation \_\_\_\_\_

**SECTION D. EMPLOYMENT AND EDUCATION FORM**

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

**Name**

Mark DeJackome

**Residential Address**

[REDACTED]

**Title (at applicant non-profit corporation)**

Director of Security

**Name of Applicant Non-Profit Corporation**

New England Patient Network, Inc.

**Highest Education Attained – Institution, Degree, and Year**

American Christian College and Seminary, MA - Ministry, 2005  
American International College, MS - Criminal Justice, 1980

## Applicant Non-Profit Corporation \_\_\_\_\_

**Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.**

Employer	Title	Time Period
New England Pathology Springfield Ma	Courier	October 2013 to June 2014
IPC International Bannockburn, IL	Director of Public Safety	11/2009 to 08/2012
Pyramid Management Syracuse NY	Director of Public Safety	04/2007- 11/2009
Pyramid Management Syracuse NY	Asst. Director of Public Safety	09/2006-04/2007
Town of Shelburne	Chief of Police	04/1980-12/2006
Town of Charlemont	Police Administrator	03/1997-05/2006

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

  
\_\_\_\_\_  
Signature of the Individual

2/3/15  
Date Signed