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**LIST OF AUTHORIZED SIGNATORIES
(EXHIBIT B)**

This exhibit must be completed and submitted as part of the application.

Corporation Name: ANL, Inc.

Application # (if more than one): _____

	Name	Role within the Corporation
1	Josh Goldman	Executive Chair
2	Marina Goldman	Executive Director
3	John Stobierski	General Counsel
4		
5		



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APPLICATION RESPONSE FORM COVER PAGE

Make this the first page of your response

Corporation

The applicant corporation's legal name, trade name, and any other name under which the bidding entity does business (if any): [ANL, INC. - d/b/a A New Leaf, Dispensary]

Website URL (if applicable): [www.anewleafdispensary.com]

Address:

[P.O. Box 266]

[71 Main Street]

City: [Montague, MA] **State:** [MA] **Zip:** [01351]

Executive Director (ED)

First Name: [Marina] **Last Name:** [Goldman]

FEIN: [46-3450409]

Contact Person

First Name: [Marina] **Last Name:** [Goldman]

Title: [Executive Director]

Telephone: (413) 626-1208 **FAX:** () - **E-Mail:** [mgoldman@anewleafdispensary.com]

Contact Person Address (if different):

City: [State: Zip:

Authorized Signature

This application must be signed by an authorized signatory of the non-profit corporation who is listed on the corporation's list of authorized signatories (complete and attach exhibit B). The original application must have an original or "wet" signature in blue ink.

Background Check Authorization

The Department will conduct a background check on:

1. Each member of the applicant's **Executive Management Team** (those persons listed in exhibit 2.1);
2. Each member of the **Board of Directors** (those persons listed in exhibit 1.4);
3. Each **Member** of the corporation. In the event a **Member** of the corporation is an organization, the CEO/ED and Board Officers of that entity will be checked (those persons listed in exhibit 1.5);

ORIGINAL

- 4. The CEO/ED and Board Officers of any parent corporation, partially or wholly owned subsidiaries, or related organizations (those persons listed in exhibit 1.8);
- 5. And each person contributing 5% or more of the initial capital to operate the proposed RMD. In the event that a contributor is an entity, the CEO/ED and **Board Officers** of that entity will be checked (those persons listed in exhibit 4.2).

Each required individual must complete and sign the attached authorization forms (exhibits A1-A4), with a wet signature in blue ink.

Submit all original signed authorizations (no copies) and list of authorizations (exhibit A5) in one sealed envelope marked "authorization forms" and name of corporation? and include it with the original application.

Application Fee

Enclose a bank/cashier's check or money order made payable to the Commonwealth of Massachusetts in the amount of \$30,000. Personal checks will not be accepted. Failure to include a bank/cashier's check or money order will result in disqualification of the application.

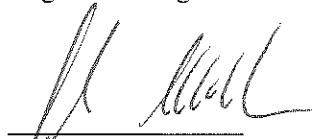
\$30,000 bank/cashier's check attached.

A selection committee established by the Department shall evaluate and score applications for the purpose of granting registrations. Decisions will be based on the thoroughness and quality of the applicants' responses to the required criteria, and the applicants' ability to meet the overall health needs of registered qualifying patients and the safety of the public.

Required Signatures

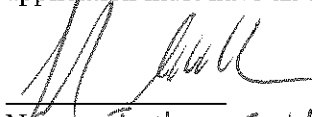
Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.

Signed under the pains and penalties of perjury, the authorized signatory (as designated in exhibit B) agrees that all information included in this application is complete and accurate. The hard original application must have an original wet signature in blue ink.


 Name: Joshua Goldman
 Title: Exec. Chair

11-19-13
Date

I hereby attest that if the corporation is approved for a provisional RMD certificate of registration, the corporation is prepared to pay a non-refundable registration fee of \$50,000, as specified in 105 CMR 725.000, within two weeks of being notified that the RMD has been selected for a provisional registration. The hard original application must have an original wet signature in blue ink.


 Name: Joshua Goldman
 Title: Executive Chair

11-19-13
Date

APPLICATION RESPONSE FORM

Enter your response in the gray shaded areas using Microsoft Word.

A note about the text boxes: Type or paste text into the gray areas. Text input is limited to a maximum number of characters. MS Word will not allow more than this limit. Spaces, commas, line breaks, etc. are counted as characters. The spell-check feature does not work in a text box.

Example: text input limit 625 characters, 100 words, 1 paragraph
 limit 1,250 characters, approximately 200 words, 2 paragraphs
 limit 2,500 characters, approximately 400 words, 4 paragraphs
 limit 6,000 characters, approximately 1,000 words, one page

Enter text here: example text limit 1,250 characters

If a question includes a text box, a narrative response in the text box is required.

When a question indicates that an exhibit must be included, the response must be included as an attachment, as instructed. The provided exhibit forms are not optional and must not be left blank.

It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000.

Definitions

EXECUTIVE MANAGEMENT TEAM means the individuals who are responsible for the day-to-day operations of the RMD, including the chief executive officer (CEO) or executive director (ED), chief operations officer (COO) or director of operations, chief financial officer (CFO) or director of finance, director of human resources, chief medical officer and any other individuals involved in the oversight and business management of the RMD operations.

BOARD OF DIRECTORS means the directors of a corporation, including persons and officers having the powers of directors, with fiduciary responsibility for the RMD.

BOARD OFFICERS means the board president/chair, vice president/vice chair, treasurer, and clerk/secretary.

MEMBER means an individual having membership rights, whether or not designated as a member, in a corporation in accordance with the provisions of its articles of organization or bylaws.

Questions

1. Applicant's Corporate Background

1.1 Provide the legal name of the applicant's non-profit corporation/organization and date of incorporation.

[ANL, Inc, - Incorporated August, 2013]

1.2 Describe the organization's mission and vision.



ANL, Inc. (d/b/a 'A New Leaf Dispensary') in Franklin County seeks to improve patient quality of life through the production and sale of high quality medical marijuana to serve the needs of qualifying patients from a safe, friendly, community oriented and fully accessible location.

ANL is a Franklin County-based non-profit organization, founded by local professionals with deep roots and a long history of service to the community. We have assembled a unique group of founders and Board members who bring considerable skills and experience to ensure ANL is successful in meeting its organizational mission and objectives. Our Board includes two physicians, an advanced practice nurse, a noted expert in controlled environment aquaculture, a international expert in medicinal plant sciences and agronomy, and others business and community leaders with decades of experience in non-management, marketing, communications and regulatory affairs.

ANL has and will continue to work cooperatively with the communities of Franklin County. We seek to provide economic high quality employment opportunities for skilled technical workers, including fully benefited jobs and opportunities for education and advancement. ANL has adopted a strong conflict of interest policy to ensure that it operates in an independent and ethical manner.

ANL is committed to ensuring satisfactory patient outcome through education and continuous improvement to serve the unique needs of patients in Franklin County. ANL's carefully constructed plans and strong financial backing ensure that it will have the ability to scale its facilities and production concomitant with patient demand. In sum, ANL seeks to become a leader in delivering high quality treatment to our patients through a rigorous approach to production, quality control, education and community safety.

1.3 Provide an organizational chart that clearly demonstrates the roles, responsibilities, and relationships of individuals within the organization. Clearly identify the **Executive Management Team** and any management consultants or contractors for the provision of services, and include title, name (if known at the time of submission), and function for each position.

Organizational chart attached as exhibit 1.3

1.4 Provide the name and contact information of each individual on the applicant's **Board of Directors**.

List of Board of Directors attached as exhibit 1.4

1.5 Provide the names and contact information for each **Member** having membership rights in the applicant corporation. In the event a **Member** of the corporation is an organization, provide the names and contact information of the CEO/ED and Board Officers of that entity. If there are no **Members** of the non-profit corporation, indicate N/A on the exhibit.

List of members of the applicant corporation attached as exhibit 1.5

1.6 Attach the corporation's bylaws.

Bylaws attached as exhibit 1.6

1.7 Attach any amendments to the corporation's articles of organization made since August 22, 2013, and explain in the text box the reason(s) for the amendments. If the articles have not been amended, indicate N/A in the text box and on the exhibit.

ANL amended its articles of organization to expand its board of Directors to include several new Directors. This was done to enhance the breadth and experience of its Board. The new board members are Dr. Stephen Fox, Beth Fox, Dr. Lyle Craker and Robert Cohn.

Amended articles of organization attached as exhibit 1.7

1.8 Provide a list of the names and addresses of any parent corporation, any partially or wholly owned subsidiaries, and any other organizations related to the applicant non-profit corporation, and explain the nature of each relationship.

List of parent corporation, partially or wholly owned subsidiaries, or related organizations attached as exhibit 1.8 (if not applicable indicate N/A on the exhibit)

1.9 Provide three professional references from among those entities with which the applicant's CEO/ED has had business or employment experience within the last three years. DPH may contact these references and any other individual or organization, whether or not identified by the applicant.

List of references attached as exhibit 1.9

2. Applicant's Evidence of Business Management Experience

2.1 Provide a list of the applicant's **Executive Management Team** (as defined above) including each person's name, business address, email, and role within the organization.

List of Executive Management Team attached as exhibit 2.1

2.2 Describe the **Executive Management Team's** experience with running a non-profit organization or other business, including the type of business and its performance. Please indicate how this experience will ensure the success of the proposed registered marijuana dispensary. Attach each Executive Team Member's current résumé.

ANL's executive management team brings together seasoned professionals with decades of experience in health care, non-profit management, controlled environment agriculture, food safety, business management, marketing and regulatory affairs. The background and experience of the key members of our executive team is summarized below:

Marina Goldman, NP, Executive Director, is an advanced practice Nurse Practitioner with more than twenty years of clinical experience in primary care, psychiatric and addictions medicine. In addition to her clinical experience, Goldman brings substantial non-profit management experience. She was the founding Executive Director of Over the Wall Cycling Adventures (2004), a founding Board member of Sy's Fund, a Western Mass based non-profit organization which raises money for children with cancer, Mountaintop for Woman's Progress (Freetown, Sierra Leone) and currently serves on the Board of Greenfield Community College Foundation as well as Baystate Franklin Medical Center Community forum advisory committee. Ms. Goldman also coordinates complex logistical and tactical arrangements for medical missions with International Surgical Health Initiative (ISHI Global).

Josh Goldman, Executive Chairman, is an entrepreneur with more than three decades of executive management, technical and operational experience in aquaculture and hydroponics. Goldman is the co-founder

and CEO of Australis Aquaculture, LLC, a company with operations in Turners Falls Mass and Vietnam and more than 150 employees. Australis has created one of the seafood industries leading health and sustainability brands and its products are available in more than 5,000 retail locations across N America. Goldman is an internationally recognized pioneer of controlled environment aquaculture and holds multiple patents on water recirculation systems design. Although Mr. Goldman does not have experience in the commercial cultivation of marijuana, ANL believes that many aspect of his are directly relevant to the successful operation of ANL's business.

John Stobierski, Esq. General Counsel, founded and runs one of Pioneer Valley's preeminent law firms, which has been in operation since 1990. Stobierski founded the firm of Stobierski & Stobierski with his wife, Pamela Stobierski. He has earned an unparalleled reputation in litigation. Attorney Stobierski brings a deep knowledge of civil, regulatory, and consumer law to the Board. For over twenty years he has managed one of Pioneer Valley's most successful law firms, and won multi-million dollar verdicts and settlements for his clients. Attorney Stobierksi's understanding of consumer law, regulatory process, zoning, and local issues, will enhance ANL's ability to be responsive to the Franklin County communities. Stobierski was Franklin County's representative on the Board of Governor's of the Massachusetts Academy of Trial Attorneys. He served in the American Bar Associations House of Delegates and was a Franklin County Commissioner. Attorney Stobierski graduated from Drew University with degrees in economics and political science in 1982 and then from Suffolk University Law School.

Beth S. Fox, Chief of Dispensary Operations, has extensive professional experience with non-profits in Franklin County. Currently she is the Corporate Marketing Director for New England Public Radio. She has also worked, volunteered and fundraised for numerous non-profits and community development organizations in Franklin County. The non-profits Ms. Fox has worked with include Baystate Franklin Medical Center, The Brick House Community Resource Center, and Artspace Community Arts Center.

These founding executives have established a solid working relationship and formed a cohesive group. Together, this group has all of the skills to ensure ANL's meets in operational objectives and fulfill its mission. ANL's executive team is supported by its Board of Directors and through its relationship with American Cannabis Consulting ("ACC"). ACC is the premier industry consulting firm whose principals have been responsible for the successful design and build out of more than 500,000 square feet of indoor medical marijuana production, a large fraction of which employ organic production methodologies.]

Current résumé of each Executive Management Team member attached as exhibit 2.2--clearly labeled on each page with the individual's name and title within the applicant's organization

2.3 Describe the **Executive Management Team's** experience, by team member, with providing health care services or services providing marijuana for medical use.

Marina Goldman NP, Executive Director, has over 20 years of experience providing direct care as an advanced practice Nurse Practitioner. Ms. Goldman worked in primary care at West County Physicians in Shelburne Falls, MA (1989-2003) at Tapestry Health in Greenfield and Northampton during this same period. More recently, she has worked with psychiatric patients at the Brattleboro Retreat and currently works in addictions medicine at Clean Slate, Inc. in Greenfield. Goldman is a Franklin County resident with strong ties to the community. Having worked as a health care provider in the area for over 20 years, she brings an in depth knowledge of the demographic base of the community. She has a deep understanding of the needs of this region, which is mostly rural, agriculturally based, and skewed lower economically. That knowledge will be augmented via her relationships with other health care providers in the community.

ANL is also fortunate to have two Franklin County-based physicians on its Board of Directors; Dr. Susan Lowery, MD and Dr. Stephen Fox MD.

2.4 Describe the **Executive Management Team's** experience, by each individual team member, with running a financially sound organization/business (including budget size) and indicate which member of the team will be responsible for the financial management and oversight of the organization.

Josh Goldman, Executive Chairman, will have overall responsibility for financial oversight of ANL. Mr. Goldman is an executive and entrepreneur with more than three decades of senior level management experience in aquaculture and commercial hydroponics. Goldman is the co-founder and CEO of Australis Aquaculture, LLC, a company with operations in Turners Falls, Mass and Vietnam, with more than 150 employees and over \$20 million in annual sales. Australis has created one of the seafood industries leading health and sustainability brands and its products are available in more than 5,000 retail locations across N. America. Goldman also manages commercial real estate and serves as the Chair of the Jewish Community of Amherst's Finance Committee, where he is responsible for the preparation and monitoring of the communities budget. He also serves on the Board of directors of Seeds of Solidiery; a community based non-profit educational organization based in Western Massachusetts.

John Stobierski, General Counsel, has personally managed a prestigious law practice in Greenfield for over 25 years. He was also a principal in a successful real estate development company in the late 80's. As a Franklin County Commissioner and as an Executive Board member of the Franklin Council of Governments he was responsible for proposing and supervising annual budgets, executing warrants and the general management of County government. He helped to successfully create a new form of government and oversaw the regions transition from a mandatory to a voluntary cooperative structure. As a Deerfield Finance committee member Attorney Stobierski reviewed the town's budget in order to make recommendations to town meeting.

Marina Goldman NP, Executive Director, was the founding Executive Director of Over the Wall Cycling Adventures (2004), a founding Board member of Sy's Fund, a Western Mass based non-profit organization which raises money for children with cancer, Mountaintop for Woman's Progress (Freetown, Sierra Leone) and serves on the Board of Greenfield Community College Foundation as well as Baystate Franklin Medical Center Community forum advisory committee.

Beth S. Fox, Manager, Dispensary Operations, is currently Corporate Marketing Coordinator for New England Public Radio (NEPR). She graduated from Mount Holyoke College in 1991 and has volunteered and worked in local fundraising and community development since moving to Franklin County in 2003. Beth has served and supported various non-profits in the arts, education and health fields including Artspace Community Arts Center, The Brick House Community Resource Center, local schools private & public and Baystate Franklin Medical Center.

2.5 Describe the **Executive Management Team's** experience, by team member, with managing financial corrective action measures that they had to undertake as the result of an operational review.

Josh Goldman, ANL's Executive Chairman has extensive experience in managing regulatory and compliance related matters as well as turnaround of distressed organizations. In his capacity at Australis, Goldman is responsible for overseeing corrective action plans for food safety and environmental audits at facilities in the US and SE Asia. These audits are undertaken by governmental agencies and internationally accredited auditing firms to confirm compliance with environmental, worker and food safety standards set by governmental entities, major customers (e.g. Nestle, Costco, Safeway, Whole Foods, etc) as well as international food standards bodies such as BRC, Global Gap, BSCI, GFSI, etc. In addition, Goldman has previously worked as a consultant on behalf of clients to assist with financial turnarounds and

undertake negotiations with State and Federal regulatory agencies to address complex environmental issues. Finally, Goldman has led and participated in efforts to address the financial performance of non-profit entities in his capacity as Chair of the Jewish Community of Amherst's Finance Committee and as Board member of Seeds of Solidarity Education Center.

John Stobierski, Chief Compliance Officer, served as a Franklin County Commissioner and as voting member in adjudicatory hearings interpreting statutory and case law. The Nuclear Regulatory Commission selected the commissioners to convene the citizens review board concerning the decommissioning of the Yankee Rowe Nuclear generating facility and Atty. Stobierski held joint hearings with the NRC involving, in part, the regulatory requirements of the first nuclear generating facility decommissioning in the United States. As a Deerfield Finance committee member Attorney Stobierski reviewed the town's budget in order to make recommendations to town meeting. About a decade ago he served as Chair of the Franklin County Reinventing Task Force Court House Committee which developed the concept for a community sensitive justice center. Construction should begin this spring utilizing the task forces vision. For two decades Atty. Stobierski has served as counsel to the South Deerfield Water District.

3. Applicant's Evidence of Suitability

3.1 Indicate whether is/has been in compliance with all laws of the Commonwealth relating to taxes, child support, and workers' compensation with regard to any business in which the individual has been involved. In cases in which an Executive Management Team member is not in compliance with such a law, indicate which team member is non-compliant and describe the circumstances surrounding that situation. Indicate N/A for each individual with no history of non-compliance.

Marina Goldman N/A; Josh Goldman N/A; Beth Fox N/A; John Stobierski, N/A,

3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but not limited to action against any health care facility or facility for providing marijuana for medical purposes in which those individuals either owned shares of stock or served as executives, and which resulted in conviction, guilty plea, plea of nolo contendere, or admission of sufficient facts. If no history of such criminal action, indicate N/A.

[Redacted]

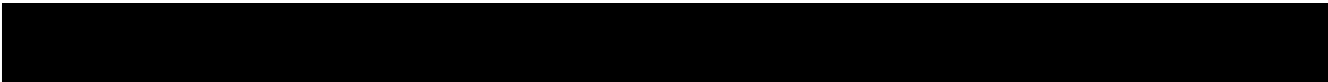
3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but not limited to actions related to fraudulent billing practices and any attempt to obtain a registration, license, or approval to operate a business by fraud, misrepresentation, or submission of false information. If no history of such civil or administrative action, indicate N/A.

[Redacted]

3.4 Indicate and describe whether any member of the **Executive Management Team or Board of Directors, including Board Officers**, has been the subject of any past discipline, or a pending disciplinary action or unresolved complaint, by the Commonwealth, or a like action or complaint by another state, the United States, or a military, territorial, or Indian tribal authority, with regard to any professional license or registration.

[Redacted]

3.5 Indicate and describe whether any member of the **Executive Management Team or Board of Directors, including Board Officers,** with respect to any business, has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If no such history, indicate N/A.



4. Applicant's Evidence of Financial Condition

4.1 Provide a one-page statement in the name of the applicant's non-profit corporation, or in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, from an insured financial institution documenting the available liquid cash balance in a single account (\$500,000 for the first application and \$400,000 for each subsequent application, if invited to submit more than one), dated no earlier than 14 days prior to the response deadline (November 7, 2013). If the Corporation has the required funds in an individual account in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, said individual must provide a completed and signed a notarized Letter of Commitment (in exhibit 4.1).

Proof of liquid funds in an account in the name of the corporation or, if applicable, in an account in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, plus the Letter of Commitment attached as exhibit 4.1

4.2 If applicable, provide the names and addresses of all persons or entities contributing 5% or more of the initial capital to operate the proposed RMD, by application, and specify the actual percentage contributed by each person or entity. Indicate whether the contribution is cash, in-kind, or land or building. When the contributor is an entity include the names and addresses of its CEO/ED and **Board Officers**.

List of persons/entities/creditors contributing more than 5% and what form that capital takes attached as exhibit 4.2

4.3 Provide a narrative summary of projected capital expenses to build out both the proposed dispensary and cultivation or processing facilities, and attach a copy of the proposed capital budget.

ANL Phase I project build out costs are forecast at \$600,000, covering the cost of retrofitting the Hallmark building for use as a dispensary, cultivation and MIPs processing facility. The facility has all critical infrastructure (electricity, water, sewer, bathrooms, etc.) required by the project and as specified under the regulations which will allow for a relatively straight forward build out process. The capital budget includes \$24,500 of planning and development costs, \$231,000 of build out costs (including security system installation) and \$344,500 of Equipment, including cultivation equipment, HVAC, drying, extraction, transport vehicle and MIPs preparation area. The budget also includes \$42,500 (7%) for contingency.

The estimates for the build out have been developed in consultation with a builder. Equipment costs and installation estimates were generated in consultation with American Cannabis Consultants (ACC), who have many years of experience and background in developing indoor cultivation facilities.

The Phase I build out will be sized to produce 30 pounds per month of finished product, which is sufficient to support our expected 500 patient population at the end of Year 1. To support this level of production, ANL will rough in (4) four 1,000 Sq Foot flowering rooms as well as the required cloning, vegetative, drying and packing facilities. We plan to fully outfit (3) three of the four flowering rooms and leave one room ready to be

outfitted to support expansion as the patient population grows over time and demand warrants. The flowering rooms will be designed in a modular fashion to reduce operational risk. We plan to implement a state of the art closed loop HVAC and air handling system which integrates humidity control, carbon filtration and UV sterilization. This approach conserves heat and CO₂ and minimizes the risk of odor emission. The use of closed loop systems is also considered more environmental friendly but also reduces the degree to which penetrations and other changes to the build envelope are required.]

Capital expenses attached as exhibit 4.3

4.4 Provide a narrative summary of the proposed year-one RMD operating budget, including projected revenues by sales type, line item operating expenses, and budget assumptions, and include the budget as an attachment.

ANLs financial model assumes a patient adaption rate that reaches 2.5% of the Franklin County population (71,000) in four years, plus a small 'carry over' of patients from more populous (158,000) Hampshire country, which is just to the south of our location. We have assumed that 90% of our patients are from Franklin County and 10% are from Hampshire County. This adoption rate is equivalent to 42 new patents per month, or 500 patients at the end of year one. We assume each patient will purchase an average of 1 gram of product per day.

During year one, approximately 90% of ANLs revenue is assumed to be derived from the sale of packaged marijuana, 7% from MIPs and 3% from delivery equipment such as vaporizers. 20% of the product (marijuana and MIPs) are assumed to be sold at discounted rates in accordance with ANLs hardship plan.

Major costs of goods sold (COGS) for the production of medical marijuana including horticulture and processing labor (totaling \$206,000, including benefits) cultivation supplies such as soil and fertilizer (\$110,000) and utilities (\$47,000), primarily for lighting and HVAC. We estimate total COGS of \$429,000 for Year 1, including retail dispensary operating costs. By the end of the year, when steady state production has been achieved, we anticipate unit production costs will drop to reach \$1,500 per finished pound, packed and shelf ready.

There are relatively minor additional costs associated with the production of MIPs, including ingredients, supplies and blending agents. The operational scope of the dispensary will grow over the course of the year as the patient population increases to reach an expected 3.5 FTEs (plus the Dispensary Manager) generating total payroll expense of \$116,000, including benefits. The dispensary staff, however, does not begin their employment with ANL until immediately prior to the harvest of the first crop.

Selling, General and Administrative expenses are assumed to cost \$304,000 for Management and Administrative personal (\$182,000). Patient education and advertising expenses (\$20,000), consultants (\$20,000), travel and entertainment (\$6,000), Rent (\$48,000), Insurance \$15,000), professional services (\$6,000) being primarily accounting, and telecommunications (\$3,600) round out the S,G&A budget. Additional costs will include the DPH permitting fee; interest to ANLs lenders (which will accrue but not be paid during Year 1), depreciation on equipment and amortization, plus a small (1%) allowance for bad debt are other budgeted costs.

Taken together, the costs of start up and inherent operational inefficiencies which occur prior to establishing a sufficiently large patient population, results in ANL generating an operating loss estimated at \$294,000 during its first year; which will be funded by its founders.

Year-one operating budget attached as exhibit 4.4

4.5 Provide a detailed summary of a three-year business plan for the proposed RMD, including strategic planning assumptions, utilization projections, growth projections, and projected revenue and expenses. Note that the complete business plan will be reviewed as a component of the provisional inspection process. Include projected revenue and expenses as an attachment.

As the size of the patient population increases and patient preferences and demand for various product types come into focus over the course of the next few years, ANL will respond to the changing scope and needs of its patient base. This response may take the form of specialized or more diverse product strains, additional types of MIPs and/or the scaling of its operations to meet the demands of a changing marketplace.

With respect to utilization, we will ensure that our initial dispensary build out is large enough to accommodate the needs of a growing patient population, while ensuring an informationally rich, secure, private and convenient purchase experience. Similarly, the modular approach to cultivation (individual 30 light/1,000 Sq Ft. flowering rooms) and abundant space available within the building we control, and on an immediately adjacent 2 acre parcel, which is also under our control, should enable us to meet a wide range of operational scenarios over time.

It is premature in our view to make detailed plans for the expansion of ANLs operational or strategic plan at this stage, other than to ensure that (i) we have access to the physical space we may need to keep pace with demand, if warranted, (ii) that we establish a robust human and physical infrastructure to support organizational resilience so that we are capable of growing and managing change, (iii) that we remain committed to prudent financial management so that we have the resources needed to fund growth, if warranted, and (iv) that we ensure that we develop institutional mechanisms to listen to our patients and learn from other industry participants and make adjustments to strategy as quickly and efficiently as is prudent. Finally, we will take steps to ensure the active engagement of our Board; a group which brings significant talent in a wide range of areas of great relevance to ANLs strategic development.

Three-year projections attached as exhibit 4.5

4.6 Provide a description of the proposed RMD's plan to obtain a liability insurance policy or otherwise meet the requirements of 105 CMR 725.105(Q).

ANL has engaged Franklin County insurance agency, Gilmore & Farrell, as well as a National insurance company, Cannassure, to secure coverage. Through Gilmore & Farrell, ANL has submitted applications and received quotes from carriers that offer General Liability and Products Liability coverage specific to medical marijuana. ANL will continue to work with these agents to secure all required coverage.

5. Location and Physical Structure

5.1 Provide the physical address of the proposed RMD dispensary site if a location has been secured. If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option

to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event the Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

Primarily Location: 253 Millers Falls Road, Turners Falls, Ma. 01376.

Evidence of interest attached as exhibit 5.1

5.2 Provide the physical address of the proposed RMD cultivation site if a location has been secured (the response must be the same as the location indicated in the response to 5.1 or 5.3). If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location (see examples of evidence in 5.1).

Primarily Location: 253 Millers Falls Road, Turners Falls, Ma. 01376; 24 Industrial Blvd, Turners Falls MA, 01376

Evidence of interest attached as exhibit 5.2

5.3 Provide the physical address of the proposed RMD processing site if a location has been secured (the response must be the same as the location indicated in the response to 5.1 or 5.2). If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location (see examples of evidence in 5.1).

Primarily Location: 253 Millers Falls Road, Turners Falls, Ma. 01376; 24 Industrial Blvd, Turners Falls MA, 01376

Evidence of interest attached as exhibit 5.3

5.4 Describe efforts to obtain assurances of support or non-opposition from the local municipality(ies) in which the applicant intends to locate a dispensary, cultivation site, and/or processing site and indicate whether the municipality expressed any opposition. If the sites are in different municipalities, provide information related to each community. If available, include a demonstration of support or non-opposition furnished by the local municipality, by attaching one or more of the following:

- A letter from the Chief Administrative Officer, as appropriate, for the desired municipality, indicating support or non-opposition;¹
- A letter indicating support or non-opposition by the City Council, Board of Aldermen, or Board of Selectmen for the desired municipality; or
- A letter indicating support or non-opposition by the Board of Health in the desired municipality.

ANL has secured letters of support from relevant boards and officials in the Towns of Montague and the Mayor of the City of Greenfield. In addition, we have received letters of support from the Sheriff of Franklin County and the Executive Director of the Franklin County Chamber of Commerce. ANL garnered the unequivocal support of all the towns and municipalities it appeared before. We believe this support was offered because of our demonstrated commitment to working cooperatively with these entities and the strong background and familiarity with the individuals involved. Each municipality, and how ANL secured their support and approval, is summarized below:

¹ Chief Administrative Officer is the Mayor, Town Manager, Town Administrator, or other municipal office designated to be the chief administrative officer under the provisions of a local charter.

Town of Montague - Prior to securing a building for cultivation and dispensary operations, ANL representatives met with the Police Chief, the Health Inspector, the Board of Health and the Board of Selectmen to seek their input and suggestions. Town officials expressed their ideas concerning where an RMD would be most appropriately sited in Montague. ANL limited its search parameters to those areas acceptable to the Town. ANL secured an option on building as well as adjacent in the area preferred by these aforementioned officials. ANL reviewed and discussed the security plan with the Montague Police Chief, as well as the proposed site and a security plan. ANL requested and received letters of support from both the Board of Health and the Board of Selectmen. ANL's proposed sites in Montague are both within the appropriate zone for use as an RMD and do not conflict with local or State laws or regulations. ANL's Executive Chair has a long history of operating a successful business in Montague and has longstanding cooperative relationship with public officials. Montague has unequivocally indicated its strong support for ANL's efforts and would like ANL to establish its facility on the selected locations within the Town. ANL has also secured an option on a ??? acre parcel of land in the Montague Industrial Park. There is a secondary plan to install a modular structure and growing facilities consistent with out general scheme as a secondary option or as part of an expansion. This site is located approximately yard from the standing building.

Deerfield - ANL met with the Planning Board, the Building Commissioner, the Board of Selectmen, the Board of Health, and the Chief of Police to seek their input and suggestions. Deerfield had concerns, in the absence of local zoning regulations, about having an RMD in particular areas of town. Prior to being apprised of this, ANL had identified a property in one such area. As soon as ANL was made aware of the Town's concerns, it rejected the site and began looking for an alternative location that would be acceptable to the Town. Working together, and prior to the passage of new zoning regulations addressing RMD sites, the Town and ANL identified potential sites which were acceptable. These sites maintained the integrity of the community, enhanced security, and comply with local regulations. ANL entered into an oral agreement with a property owner but as formal negotiations proceeded another RMD applicant offered a substantially higher lease payment as well as large nonrefundable deposit for exclusivity ANL was granted a building permit by Deerfield for this proposed site. If ANL's is awarded a license it may revisit the site it obtained town approval for assuming the other applicant has not be awarded a license.

Greenfield - ANL met with the Mayor and the Economic Development Commission to seek their input and suggestions concerning a potential site for its RMD facility. After discussing the proposed plan, informing the Mayor who was on the Board, and how ANL would implement its plan, the Mayor gave his unequivocal support for ANL's efforts and has submitted a letter on ANL's behalf. ANL will continue to work with Greenfield to guarantee safety, community support, accessibility, as well as compliance with all local zoning and regulatory issues. ANL has identified several potential sites in Greenfield and is pursuing a negotiations with the owner, but has not secured control as of the date of this application.

Letter(s), if any, attached as exhibit 5.4

5.5 Provide a summary chart reflecting answers to questions 5.1 -5.4 indicating evidence of local support or non-opposition for cultivation, processing or dispensing activities of the proposed RMD.

Summary chart attached as exhibit 5.5

5.6 Provide a description of the applicant's plans to ensure that the proposed RMD is or will be compliant with local codes, ordinances, zoning, and bylaws, as well as state requirements for the physical address of the proposed

RMD dispensing site and for the physical address of the additional location, if any, where marijuana will be cultivated or processed.

ANL has worked collaboratively with the Franklin County municipalities to ensure compliance with all local codes, ordinances, zoning, and bylaws, as well as state requirements. ANL has shared its plans and discussed all proposed sites with the local municipalities. The plans have been reviewed by relevant public officials and Boards of the municipalities ANL is hoping to be sited in. ANL will continue to work with, listen to, and engage the deliberative bodies of each municipality to ensure their concerns, as well as all relevant laws and regulations, are met.

In Montague, ANL has received letters of support from the Board of Selectmen and Board of Health, and has established a good working relationship with the Chief of Police. ANL has also met with the Building Inspector and sought and received input concerning the proposed development sites. The Town has expressed its approval of ANL's proposed sites and as such positively affirms their view that the proposed sites development plan is compliant with zoning requirements and all other local regulations. ANL will continue to work with the Town to ensure a safe and accessible site operating in compliance with all local regulations.

In Deerfield, ANL has been issued a building permit for its proposed RMD. ANL submitted a building application for its RMD, along with blueprints. After the Building Inspector ensured local compliance, ANL was granted a building permit. ANL shared its security plans with the Chief of Police and sought his input. ANL expects to continue to work with Deerfield in anticipation of reopening negotiations with the building owner if it receives a license and the applicant who hold an exclusive option on the site does not.

ANL, as part of its corporate structure, has a dedicated position of General Counsel and appointed a well-respected Franklin county attorney, John Stobierski, to this position. He is well-grounded in local, county, and state wide compliance issues. His responsibilities will include staying current in any and all proposed changes, local or state, which may impact the Towns and ANL.

All but Dr. Kraker (who lives in Amherst, one town outside of the County) of ANL's Board members live and work in Franklin County. ANL sees these efforts as an extension of its commitment to its community and will continue them into the future.

5.7 Describe the applicant's plan to continue to develop and maintain a positive relationship in each community in which the RMD is/will be located.


ANL has the support of all the municipalities it is proposing for its RMD site because the Board is comprised of well respected local professionals; because the plan as shared with each community protects the integrity of each community; because ANL has listened and engaged and been receptive to all local concerns; because ANL has worked with local officials to ensure that safety, security, zoning, siting, and other issues are addressed; because ANL has provided the municipalities with an economic vision that the Towns see as sustainable and good for the community. ANL has also met with and received the full support of the Sheriff of Franklin County. Moving forward, ANL will continue in this cooperative manner.

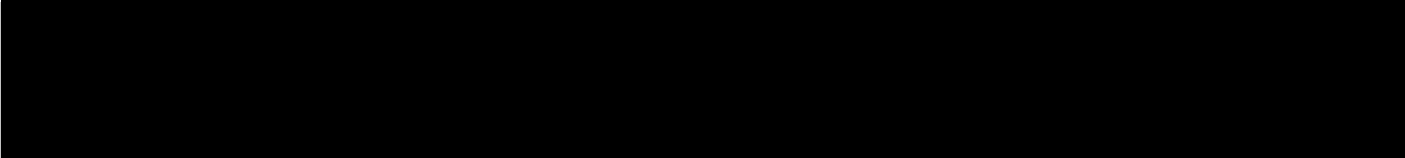
In addition to satisfying the important local and state requirements, ANL will maintain a positive relationship most readily by operating as an economic engine for the community. ANL plans to hire locally and anticipates providing full-time employment with benefits at a living wage for many qualified community

members. As an employer and community stakeholder, ANL will treat its employees with the highest regard and respect, and earn the same in return. Again, because ANL is a local organization, these individuals are not simply employees- they are neighbors and fellow community members.

ANL seeks to establish an advisory group comprised of health care professionals, law enforcement representatives, a representative from the Sheriff's office, a representative of the General Court, business leaders, and other stakeholders to meet, discuss, and plan systematic approaches to addressing substance abuse and economic opportunity in Franklin County.

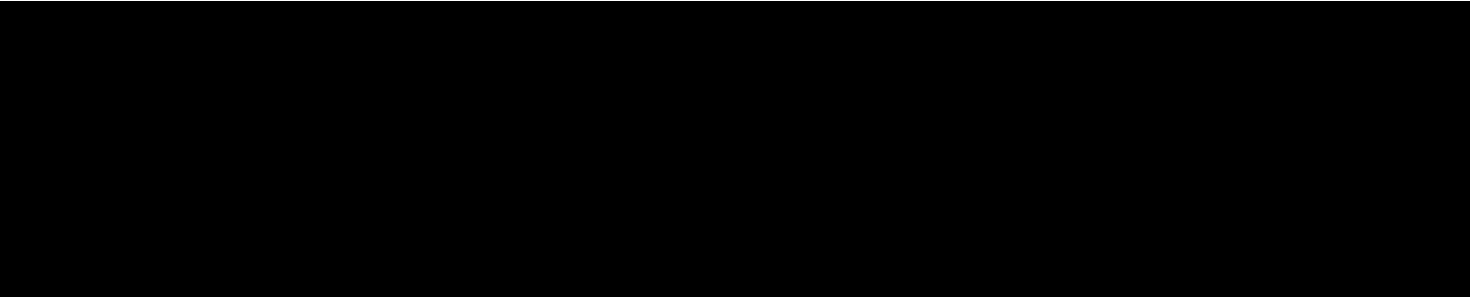
5.8 Provide a description of the proposed enclosed, locked facility that would be used for the cultivation and/or processing of marijuana, including steps to ensure that marijuana production is not visible from the street or other public areas. Note that the security plan will be reviewed as a component of the provisional inspection process.

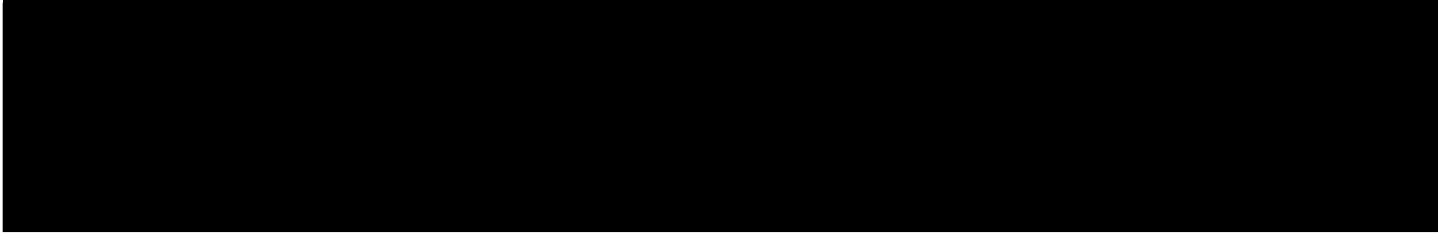
ANL primary cultivation site is a cinderblock building located at 253 Millers Falls Road in the Town of Montague. This is a well light and traveled area less than 1 mile from the Town's Public Safety complex. 



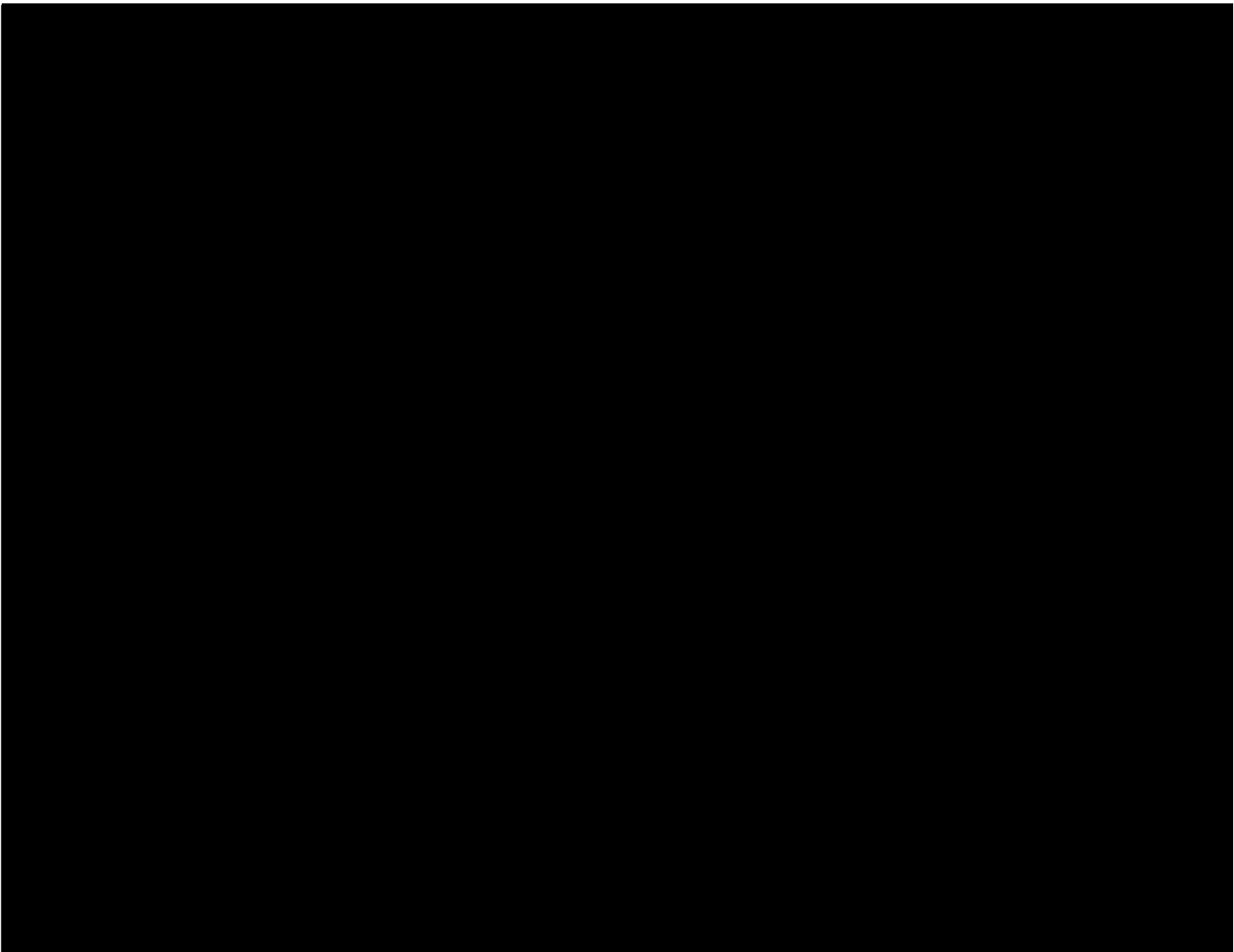
In Turners Falls, a village of Montague, ANL also has secured an option for a 2-acre parcel of land adjacent to the above mentioned building in the industrial park. Presently there is no structure on the land. If ANL needs the land to support future expansion, it intends to build a fully enclosed concrete building employing octaform technology. This is a pvc and concrete, leave in place, forming system resulting in, from a security standpoint, a solid and very secure building.

In Greenfield and Deerfield, ANL have active discussions for leases on two existing buildings and has the full support of both municipalities in its efforts. The buildings share an industrial design such that all activities, including cultivation, are shielded from outside observers. Both Greenfield and Deerfield are Butler buildings. There are no windows into the cultivation area. No marijuana will be visible from the outside. In Greenfield ANL will also create a visual barrier or berm between the street and the cultivation center. In Deerfield, a partial visual screen is already present between the site and the road, but not such that it creates a security issue as ANL has already checked with the Town. All transportation vehicles will be driven into the interior of cultivation facility and then the building will be secured. No production will be visible from the outside at either of the two pre-existing buildings.





5.9 Describe how the facility's security plan will help deter and prevent unauthorized entrance into areas containing marijuana and/or MIPs and theft of marijuana and/or MIPs at the proposed RMD and the alternate location, if any. Note that the security plan will be reviewed as a component of the provisional inspection process.



6. Staffing Plan and Development

6.1 Provide a narrative description of the proposed RMD staffing plan including position description, full time equivalency, and reporting structure. Attach an organizational chart in which you identify all staff and all reporting relationships. If this level of detail is already included in exhibit 1.1, include the same organizational chart in exhibit 6.1.

The RMD staffing plan and management structure is summarized as follows: The Executive Director will have ultimate operational authority. Reporting directly to her will be the (1) Finance and Accounting Manager, (2) the Production Operations Manager, and (3) the Dispensary Operations Manager. For compliance issues, the Executive Director will consult with the General Counsel.

Bookkeeping and Inventory Control Officer will report to the Finance and Accounting Manager. The Horticultural Lead, Production Technician and Maintenance Lead will report to the Production Operations Manager. Patient Sales representatives and entrance control/security officer will report to the Dispensary Operations Manager. Horticulture and processing Technicians will report to the Horticultural Lead.

Executive Director - Responsible for all employment and business decisions. This includes, but is not limited to, ensuring that the facility is accessible and safe for all qualified patients; that the available products are aligned with the medical needs of the patients; that the employee screening, training, hiring, and retention policies are complied with; that, in conjunction with the General Counsel, all local codes, ordinances, zoning, and bylaws are complied with, and; in conjunction with the General Counsel, ensure that all state laws are complied with. She will have day to day authority over the operations of the RMD. This is a full-time position. The Executive Director will report directly to the Board. The Executive Director, Marina Goldman, is an advance practice Nurse Practitioner with many years of experience in the non-profit sector.

Finance and Accounting Manager - Responsible for oversight of payroll, accounts payable, accounts receivable, maintenance of inventory controls, including the "seed to sale" POS system, and, in conjunction with the Chief Compliance Officer, all financial regulatory compliance. She will have supervisory authority over bookkeeping and Inventory Control. She will have no power to hire or fire, promote or demote. She may assist in the screening of applicants and aid in interviews, however her recommendations to the ED are non-binding. She will report directly to the Executive Director. This is a full-time position.

Production Operations Manager - Responsible for all medical marijuana production, and MIPs, within the RMD. Responsibilities will include oversight of production schedules, strain development, product quality control, facilities, compliance with testing requirements, development and implementation of SOP's, employee safety, and the security systems. She will have supervisory authority over the Horticultural Lead, Maintenance Lead and Processing Techs. She will have no power to hire or fire, promote or demote. She may assist in the screening of applicants and aid in interviews, however her recommendations to the ED are non-binding. She will report directly to the Executive Director. This is a full-time position.

Dispensary Operations Manager - Responsible for day to day operations and personnel within the dispensary. Her responsibilities include patient outreach and education, developing explanatory materials for patient use, ensuring the dispensary is accessible to all qualified individuals, and that all patients are made to feel welcome. She will be responsible for training the Patient Sales Representatives. This will include, but not be limited to, SOP's, safety, emergency training response, language facilities for non-English speakers, and operation of the POS system. She will have supervisory authority over all Patient Sales Representatives. She will have no power to hire or fire, promote or demote. She may assist in the screening of applicants and aid in interviews, however her recommendations to the ED are non-binding. She will report directly to the Executive Director. This is a full-time position.

Horticultural Lead - Responsible for oversight and implementation of horticultural activities related to plant propagation and harvesting. This shall include cultivation and maintenance of the mother plants, cloning, vegetative and flower production and harvesting, as well as integrated activities of soil and nutrient management, pest control and waste disposal. Horticultural lead will contribute to the development, and have a strong working knowledge, of all SOP's, safety, and emergency response procedures. This is a full-time position.

Horticultural & Processing Techs – Will be responsible for following the detailed SOPs and checklists for care and maintenance of all plants and production at the RMD. They must have a working knowledge of and experience in cultivation and plant maintenance, mother plants, cloning, vegetative and flower production and harvesting, as well as familiarity with soil and nutrient management. They will report directly to the Horticultural Lead. These are full-time positions

Security Officer – Will be responsible for all security and security systems throughout the RMD, as well ensuring that ANL is fully compliant with all state laws and local ordinances, bylaws, and codes. Will work closely with local and county law enforcement. Must have prior law enforcement or security and emergency response and investigation experience. Will report to the Dispensary Operations Manager. This is a full-time position.

Maintenance Lead – Will be responsible for the workings and maintenance of the physical plant and surroundings. Must have electrical license, and preferably a plumbing or contractor's license as well. Must have at least 5 years comparable experience in the field. Will report directly to the Productions Operations Manager. This is a full-time position.]

Organizational chart attached as exhibit 6.1

6.2 Explain the hiring plan for the RMD staff by role, including qualifications and experience by position description. Include a description of the applicant's process to complete a Criminal Offender Record Information (CORI) check on each staff member working at the RMD at hire and on an ongoing basis.

[All RMD positions shall have a position description summarizing the knowledge, skills and abilities required to adequately perform the job in a satisfactory manner. All job descriptions will be written and applied in a non-discriminatory manner with respect to age, race, sex, national origin, sexual orientation, and religious beliefs.

Following their development, the Executive Director shall review the position descriptions. Once the Executive Director has signed off on the position descriptions and approved the decision to fill positions, ANL shall follow the following process for the recruitment and hiring of its employees:

Step 1: Internal Posting – Positions shall be posted internally to afford existing employees the opportunity to apply.

Step 2: Advertise – ANL shall advertise, as required, to attract a suitable pool of candidates from which to conduct screenings. Applicants will be encouraged to submit their applications for employment via electronic mail.

Step 3: Initial Review: The relevant hiring manager shall conduct an initial review of the applicants and decide which applicants to interview based on a review of their back round, employment history and qualifications.

Step 4: Telephone Interview: The relevant hiring manager shall conduct an initial telephone interview to make a further assessment of the suitability of the applicant and to educate the applicant on the requirements for the position, address their questions and set up the screening process provided both the applicant and the hiring manager wish to proceed to the next step.

Step 5: Screening- ANL has developed and will adopt a CORI Policy which describes the process by which prospective employees will have their backgrounds reviewed. The applicant will be asked to sign a CORI authorization form authorizing ANL to submit the prospective employee's data to DCJIS for a background check. In addition, ANL will develop a secondary policy to run out of state checks for relevant applicants. ANL policy is in compliance with the DCJIS for employers making over 5 requests per year. Only applicants who pass the screening process will be invited to ANL for an on-site interview. CORI reports will be updated yearly through the DJCIS system and records maintained in ANL's SIS.

Step 6: On-Site Interview- Applicable team leader, co-workers shall interview prospective employees in order to assess their qualifications for the positions, and sign off by Executive Director.

Step 7: Approval: The Executive Director shall have the authority to approve of the hiring of the candidates. If approved, the applicant shall be invited to join the organization as an employee.

A summary of the key qualifications of each position at the RMD is described below:

1. **Executive Director** – A minimum of five years direct experience in health care and the operation of medical facilities and/or nonprofit organizations. Strong organizational and communication skills.
2. **Chief Compliance Officer or General Counsel** – This shall be a Board position with operational responsibility for ensuring consistent compliance with all relevant regulations and internal policies and procedures. The qualifications of this candidate shall include a background in regulatory compliance and the law, strong organizational and communications skills.
3. **Finance and Accounting Manager** -A minimum of five years experience in bookkeeping, information management systems, preferably Idalis SIS or comparable POS system.
4. **Production Operations Manager** – A background in management systems, operations and employee management and supervision. Basic computer skills. Excellent communication skills. Strong computer skills as required to enter and access information and efficient manner. Perform a variety of skilled work and work with team to prioritize, schedule, assign and coordinate work of assigned staff to accomplish a wide variety of duties. Assure compliance with appropriate safety practices and procedures and with applicable federal, State and local codes, regulations and requirements.
5. **Dispensary Operations Manager** – A background in sales and/or customer service. Strong organizational and communications skills. Multilingual is preferable. Experience with non-profits organizations. Sound computer skills. Assure compliance with appropriate safety practices and procedures and with applicable State and local codes, regulations and requirements
6. **Horticultural Lead** – A background with at least three years experience in horticulture or commercial agriculture with working knowledge of soils, nutrient management, chemistry, organic pest control, and the physical systems necessary to maintain and enhance plant growth. Horticultural lead should have

computer skills as required to enter and access information and efficient manner for successful completion of assigned work

7. **Maintenance Lead** - Must have electrical license, and preferably a plumbing or contractor's license as well. Must have at least 5 years comparable experience in the field. Schedule and direct an inside and contract technicians involved in various specialties. Perform a variety of skilled work in the maintenance and repair of facilities and equipment; prioritize, schedule, assign and coordinate the work of assigned staff to accomplish a wide variety of duties related to the building trades. Assure compliance with appropriate safety practices and procedures and with applicable federal, State and local codes, regulations and requirements.
8. **Horticultural & Processing Techs** - Must have a working knowledge of and experience in cultivation and plant maintenance, mother plants, cloning, vegetative and flower production and harvesting, as well as familiarity with soil and nutrient management. Ideally, candidates will have a background in plant sciences or greenhouse cultivation. Horticulture and processing techs should have computer skills as required to enter and access information in an efficient manner for successful completion of assigned work.
9. **Security Officer** - Must have substantial prior law enforcement or security, emergency response and investigation experience. Knowledge of the local community a plus.

Proof of enrollment with Department of Criminal Justice Information Systems (DCJIS) to complete CORI checks attached as exhibit 6.2

- 6.3 Provide a detailed summary of the RMD's personnel policies, including proposed wages, opportunities for advancement, the benefits package, and any employment provision required by law that will be offered to employees. Note that the Department will review the RMD's personnel policies as a component of the provisional inspection process.

ANL personnel policies and procedures are being written, and once adopted, will govern the RMD employees and cultivation site employees. ANL employees will follow these policies. These policies address, among other issues: workplace safety; patient confidentiality; job performance standards; events leading to corrective and/or disciplinary action, up to and including termination; corrective action plans; dress code; continuing educational opportunities; career advancement process; emergency preparedness; evacuation procedures; anti-harassment and anti-discrimination; drug and alcohol issues; drug and alcohol testing; progressive discipline; health coverage; job benefits, and; wage rates.

Entry level RMD employee wages will begin at 13 dollars per hour, and will be negotiable, depending on the individual's skill set, training, experience, and knowledge. All employees will qualify for raises based on performance. Management positions will begin at 21 dollars per hour and will be negotiable. Entry level cultivation site positions will begin at 13 dollars per hour and will be negotiable, depending on the individual's skill set, training, experience, and knowledge. Cultivation managers will begin at 21 dollars per hour and will be negotiable. Cultivation employees will also qualify for raises and bonuses. Employees furthering their education in relevant fields will be eligible for increased wage rates.

Benefits will be provided to all employees and management who work full time for over 90 days. Medical insurance coverage will be the RMD's main benefit. All employees will be eligible to qualify for medical insurance. Sick leave, family medical leave, funeral and bereavement leave, agreed upon unpaid leaves of absence, sabbaticals, and jury duty leave will also be provided. Employees may qualify for child care coverage if RMD requirements are met. Any ANL employee called up for active military service will be guaranteed their position upon their return. Worker's compensation will be mandatory and will cover both the RMD and cultivation sites accordingly.

ANL will have a zero tolerance policy with respect to drug use. All employees will be subject to drug testing. Testing will occur on a random basis throughout the year. ANL will cover the cost of all required tests. Additionally, based upon reasonable suspicion, any member of the executive management team may request a drug screen for any employee at any time. Failure to comply with the request for a drug test will result in termination. Drug testing will follow strict chain of custody and split sample protocols, and ANL will contract with a reputable local provider for services. ANL will apply DOT drug testing regulations to any employee who may be involved in transport. Testing positive for marijuana without a department issued registration card will be grounds for termination.

Safety, compliance, and training policies comprise the majority of ANL personnel policies. Emergency preparedness will be the highest priority for all employees and managers. Extensive knowledge of the location and functionality of the RMD security system will be required. All evacuation routes must be known. Knowledge of these procedures will be taught and tested. Any individual who does not pass the safety and compliance examination will not be permitted to work at the RMD or the cultivation site.

ANL will draft and adopt an educational advancement policy. This policy will encourage ANL employees to further their education, especially in the fields of agronomy, horticulture and agriculture. ANL will encourage this by helping to defray part of the cost, allowing for flexible work time schedules to allow for school participation, and making available the potential for higher wages with higher degrees. Owing to ANL's ties to the flagship educational institutions in Pioneer Valley, ANL hopes this policy will encourage employees to seek to further their educations.

6.4 If known at the time of submission, provide the name and the role/title of each dispensary agent that the proposed RMD intends to employ. If the identity of dispensary agents is unknown at the time of application, indicate N/A.

Completed list of known RMD staff attached as exhibit 6.4

6.5 Describe the applicant's staff development plan, including a detailed description of all proposed training(s) for dispensary agents.

All dispensary agents will participate in mandatory training to ensure they have a sound working knowledge of the essential systems, protocols and regulatory requirements. This will include training in the operation of ANL's security system and Limited Area Access protocols and workplace safety. In addition, each functional team shall have domains specific training to ensure that they have the skills required to effectively perform their duties in accordance with the governing protocol.

There are mandatory trainings which must occur prior to an employee beginning their first day of work; trainings which culminate in an employee demonstrating proficiency, and; on-going trainings continuing throughout the course of employment. Trainings will be led by the appropriate supervisor or co-workers.

Trainings are expected to occur on ANL premises. Agents will be cross-trained where appropriate so they can act as back-ups when required. Training will be used as a means of corporate development and advancement.

Training requirements are summarized as follows:

Universal Training: *(Applies to All RMD Employees):*

Horticultural and Processing Technicians, and Sales Representatives will have training in inventory control systems. Training will focus on developing expertise in using the secure information system (“SIS”). This will be a main goal throughout the trainings as this skill will be used to achieve compliance in numerous areas of operation. Agents will use the SIS to update inventory upon all transfer and harvest events. These inventory reports will guarantee the immediate detection of weight discrepancies that will then be reported to executive management for further investigation. Agents will be proficient not only in the reporting and investigation of incidents, but in properly documenting incidents in the Incident Report Log (“IRL”)

All Agents will be thoroughly trained in detection and reporting of suspicious activity, any incidents involving theft, diversion, unauthorized intrusion, or any loss of marijuana.

The training will communicate the seriousness of strictly adhering to RMD operational procedures and complying with state law statutes. It will also be stressed for its importance in protecting co-workers, the company and the patients we serve. Means for employees to anomalously report suspected diversion will be provided. In addition several degrees of accountability will be conveyed to dispensary agents. Training will be ongoing as required to address deficiencies. Training protocols will be reviewed annually or after any incident occurrence. Universal training will cover the following key area:

- 1) Security System Operation
- 2) Emergency Preparedness
- 3) Workplace Safety
- 4) Overview of compliance regulations and responsibilities
- 5) All governing protocols relevant to the successful completion of their job duties

Dispensary Staff Training:

Dispensary sales representatives will be trained in safe marijuana dispensing methods by a medical professional. Close supervision of patient interactions by the Executive Director and/or Dispensary Manager during each employee’s initial 90 days of employment at ANL to ensure that dispensary agents demonstrate competency in their duties.

Sales Reps will be trained to differentiate between registered qualifying patients and caregivers, and those who do not have the proper credentials. They will be trained to scrutinize all Department issued cards and government issued identification. Dispensary sales agents will trained to be adept in the SIS patient/caregiver file record keeping methods, including properly creating patient and caregiver individual files, with images of all credentials and medical information pertinent to dispensing marijuana safely and effectively. The accurate product weight of a transaction will be recorded in the SIS. These reps will be trained to understand and comply with all HIPPA and other patient confidentiality mandates. Other areas of training will include:

- 1) POS System Operation
- 2) Customer ID Verification
- 3) Strains Recommendations
- 4) Products
- 5) Delivery Methods
- 6) Patient Screenings
- 7) Hardship Verification & Management Protocols
- 8) Inventory Control Procedures
- 9) Emergency Protocols
- 10) Governing protocols including:
 - o Patient Data and Records Management- HIPAA Compliance
 - o Roles and Responsibilities
 - o Patient Information
 - o Intake Process
 - o Patient Logs and History Management
 - o Addiction Education
 - o Sales and Invoicing
 - o Cash Handling
 - o Reporting
 - o Checklist and Worksheets - Open/Close/Duties Checklist

Horticultural Staff-Training:

- 1) Horticultural Methods Protocols:
 - o Cloning
 - o Transplanting
 - o Pruning and Training
 - o Soil Management
 - o Nutrients Management
 - o Curing
 - o Pest Identification
 - o Cleanliness and Containment Protocols
 - o Quality Control
 - o Extracting and Infused Products Production
- 2) Organic Pest Control
- 3) Record Keeping Procedures
- 4) Diversion Prevention and Waste Disposal
- 5) Environmental Systems
- 6) Emergency Protocols

7. Operations and Programmatic Response Requirements

7.1 Explain the RMD start-up timeline, including evidence that the RMD will be ready to dispense within that proposed timeline if the RMD receives a provisional certificate of registration by the Department. The timeline must detail, by location, the start up period, including key benchmarks, leading up to the Department's final inspection.

ANL site and operation development plans are designed to facilitate our becoming fully operational and ready to begin dispensing pharmaceutical grade cannabis within nine months of being awarded a provisional certificate to operate. ANL benefits from having secured an option to lease an existing facility with all the necessary infrastructure (water, electricity, accessible bathrooms, and sewer) requires to support its anticipated production, processing, packaging, storage and retail operations. While significant interior renovations to the facility will need to occur, ANL has also already retained a local architect who has developed preliminary plans for the fit out of the building. ANL expects be in position to secure a building permit from the Town of Montague approximately 45 days after being granted a provisional certificate.

ANL believes it will be in a position to commence construction within 8 weeks of being awarded a provisional certificate. Construction is expected to last a total of 26 weeks (6 months), but shall be staged to allow for the commencement of horticultural operations 22 weeks following issuance of the Provisional Certificate and 13 weeks following the initiation of construction. The schedule is designed to allow the initial crop to begin while the remaining phases of construction (processing and dispensary) are being completed.

In order to produce the anticipated volumes required by its patient population and the end of its first year of operations (following the opening of the dispensary) ANL plans to build (4) four 1,000 Sq Foot flowering rooms as well as the required cloning, vegetative, drying and packing facilities. Each of these rooms will be designed in a modular fashion to reduce operating risk. Our plans call for the implementation of a closed loop HVAC and air handling system that integrates humidity control, carbon filtration and UV sterilization. The closed loop system is more environmental friendly and reduces the degree to which penetrations and other changes to the building envelope are required.

In order to ensure we meet this timeframe from start up, ANL anticipates leasing a modular PharmPod (see <http://www.pharmpods.com/>) with these being located inside ANLs facility to allow for acquisition and stabilization of a variety of strains of mother plants and the commencement of cloning operations while construction is continuing on other parts of the facility. These Pods will follow the same Limited Access Protocols as all subsequent cultivation areas.

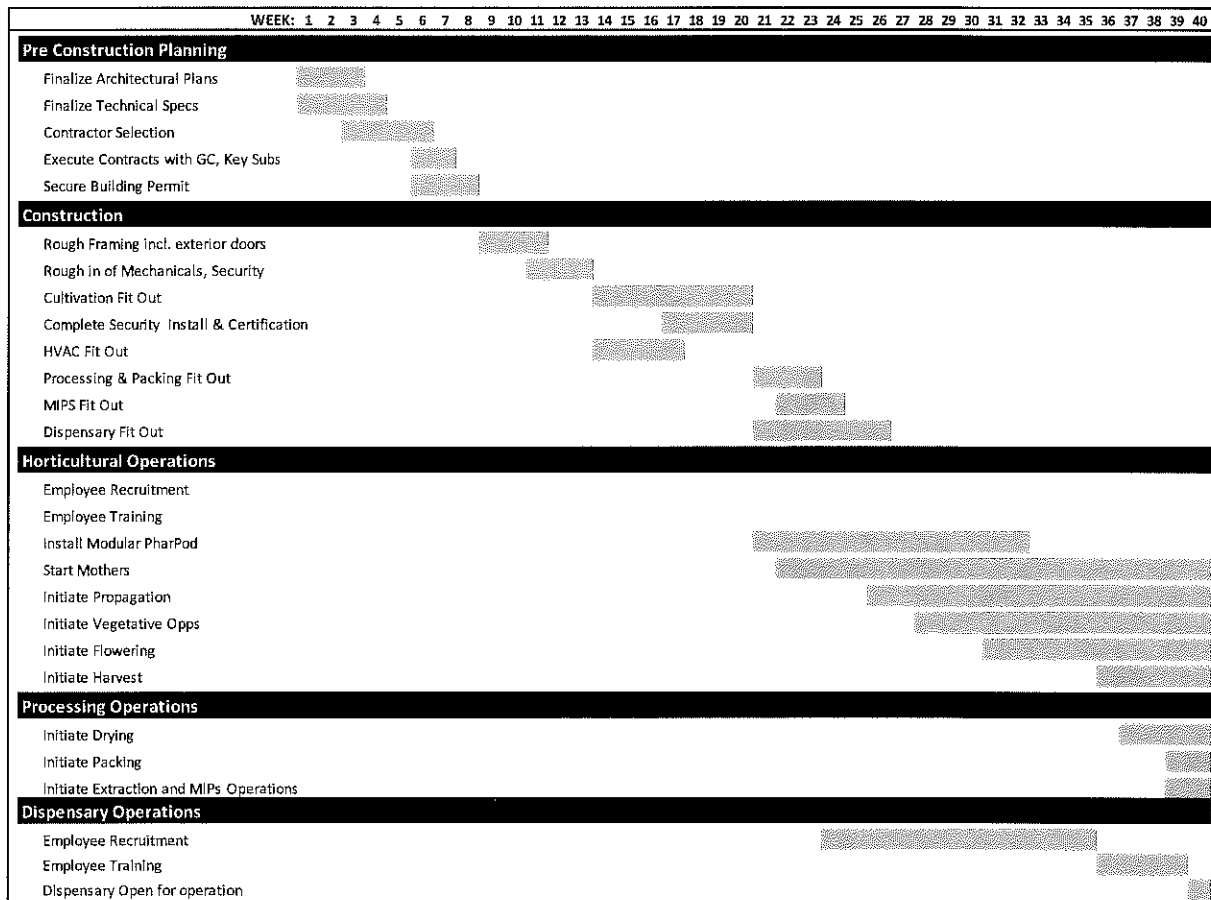
The Cultivation Cycle will be: Propagation 14 Days + Vegetative Cycle 30 Days (Start-up cycle, 60 days thereafter) + Flowering Cycle 63 Days + Cure 14 Days + Processing & Packaging 5 Days = Total 112 Days. Estimating that we begin operating 135 days from date of receiving provisional license + 112 Day cultivation cycle at 247 days or approximately 9 months ANL will be fully operational.

ANL's team have significant commercial development experience within Franklin Country, and one member has a background in agricultural engineering with specific experience in build out of agricultural and food processing facilities. This expertise will help to ensure that ANL can establish relationships with qualified

suppliers and contractors who have experience and skills to build out of the facility. ANL's Executive Chairman has operated a large indoor fish farming operation in Montague and has longstanding relationship with the Building Inspector and other members of the community, which we expect will help to facilitate permitting and development processes in an efficient manner.

Key milestones of the build out and start up process are summarized in the table below. The weeks specified are following the issuance of Provisional Certification:

Summary of Key Milestones for Planning, Build Out and Start Up



Preliminary discussions with a qualified general contractor have already occurred and ANLs development timeline assumptions have benefited from their input. ANL anticipates hiring a general contractor to oversee the construction of the RMD and structuring the contract to provide a bonus for the timely completion of the facility and penalties for delays beyond the aforementioned time schedule. This contract structure will help to ensure careful planning, while providing incentives for the timely completion of the RMD facilities build out.

ANL also anticipates hiring a licensed electrician as its lead maintenance employee. We further anticipate that this individual will be directly involved throughout the build out process to assist with construction management, liaise between the GC and ANL's Executive team and generally help to ensure a smooth transition from construction into operations.

Upon start up of horticultural operations, we will employ a sequential batch production methodology that enables perpetually harvest of 1 batch per week (Batch=all plants of the same strain produced at the same time). To achieve perpetual harvest, the flowering portion of the facility will be segmented into 9 zones: Flowering Zone One through Flowering Zone Nine (F1-F9) with each zone representing one 9-week cycle. A Flowering Zone can hold more than one batch so that multiple strains can be produced in a single cycle. F1 > Batch A, B, C > Batch Date. The stock requirement for mothers, clones and vegetative plants is determined by the total plants per zone. If each zone is 40 plants all other functions must move a minimum of 40 plants through the production cycle weekly as we well.

By harvesting 1 batch per week, ANL expects to provide a consistent supply to registered patients. This approach also reduces the risk of catastrophic losses since a batch never represents more than 11% of the flowering stock. Finally, this approach also enhances security and reduces the risk of diversion by reducing the number of times product is handled, facilitating process monitoring and tracking.

Start-up timeline with clear benchmarks and dates attached as exhibit 7.1

7.2 Provide a detailed summary of the year-one operating plan, including key business check-in points over the year that will inform business practice improvements.

ANL's Year 1 operating plan is based on the assumption that we will serve 500 active patients per month at the end of our first year of operations. Following the commencement of planning and construction as described in 7.1 (above), ANL anticipates the commencement of horticultural operations approximately 21 weeks following Provisional Certification. Processing, Packaging and MIP production are scheduled to begin 36, 37 and 37 weeks following Provisional Certification as shown in the timeline above. Employee recruitment for the dispensary is scheduled to begin 16 weeks prior to the commencement of dispensary operations, allowing ample time to screen, interview, hire and train new employees. Our plan calls for an four (4) week preoperational training period for the initial set of dispensary employees in order to provide adequate time for them to learn the full set of skills needed prior to initiating product sales to qualified patients.

ANL's plan assumes that the 500 qualified patients being served will each purchase at an average rate of 1 gram per day. This requires production of approximately 33 lbs of finished dry product per month at the end of year 1. In order to support the anticipated level of demand, ANL will initially develop (4) 1,000 sq feet flowering rooms as well as the attendant cloning, vegetative and processing support infrastructure. Each of these flowering rooms will be outfitted with (30) 1,000 watt HPS lights and follow operation protocols for organic production developed by our consultants at American Cannabis Consulting ('ACC').

ACC's methodologies are conservatively assumed to allow for the harvest an average of one pound per light per cycle. The full production benchmark will be met when there is a minimum of one batch at each phase of the production cycle. Phase one operations will accommodate 100 flowering lights and we have the opportunity to significantly expand at the same location based on the structure of our lease option and the available area suitable for build out. As such, ANL will have the ability to scale production based on patient demand.

ANL plans to initiate production with six different strains with varying characteristics to meet the diverse needs our anticipated patient population. ANL will actively solicit feedback from patients and expects to adjust its strain portfolio based on this feedback, and as the horticultural team gains experience with the facility and production methodologies.

Another key achievement expected to occur during the first year of operation will be the development of condition specific products and the ability to provide these to patients via multiple delivery methods (Inhaled Extraction, Ingested, Sub-lingual, Transdermal). The majority of these products will be made on site with oil derived via CO₂ extraction methods. This approach has the advantage of providing a standardized concentration which can be added to or blended with various products to produce known concentrations of finished MIPs products in a variety of forms. These product options are expected help patients determine what has the most palliative effect for their condition.

Key check-in points over year one will include: Batch/strain baseline testing, production baselines, batch/strain testing and assessment once perpetual harvest is established. Patient feedback and adjustments to the strain portfolio; product testing and quality control reports; evaluation of security protocols; review of any diversion and loss incidence; staff recruitment and training; inventory control reviews; operating procedure and protocol deployment; patient education materials, employee satisfaction and retention rates, patient satisfaction survey results.

7.3 Describe the applicant's knowledge of (and experience with) growing methods to be used in the cultivation of medical marijuana. Note that a copy of the marijuana cultivation and management plan will be reviewed as a component of the provisional inspection process.

ANL's Executive Chairman, Josh Goldman has more than three decades of senior level technical and operational experience in intensive aquaculture and commercial hydroponics. Goldman is the co-founder and CEO of Australis Aquaculture, LLC, a company with operations in Turners Falls Mass and central Vietnam. Goldman played a significant role in developing modern production methodologies and overseeing the build out of aquaculture facilities over many years. Between 2002 – 2005, Goldman served as Senior Consultant for Aquatic Advisors where he provided engineering and operational consulting services to clients involved in aquaculture and aquaponic operations on four continents. Goldman holds multiple patents on water reuse systems and is a specialist in developing production techniques for biological processes. Goldman does not have direct experience in the cultivation of marijuana. However, ANL believes that many aspect of his background (aquaculture, hydroponics, processing, packaging and inventory management) will prove relevant to the successful operation of ANL's business.

ANL is fortunate to have Dr. Lyle Craker on its Board. Dr. Craker is an internationally recognized expert in medical plant sciences. He is a professor of agronomy and plant genetics at the Stockbridge School of Agriculture at the University of Massachusetts, Amherst. Dr. Craker's office is located approximately 15 minutes south of ANLs location, which will facilitate his active involvement in operations. Dr. Craker directs the Medicinal Plant Program at UMASS and is the Executive Editor of the Journal of Medicinally Active Plants, past editor of the Journal of Herbs, Spices, and Medicinal Plants, and Past-Chairman of the Medicinal and Aromatic Plant Section of the International Society for Horticultural Science (ISHS). He is Chairman of the Research Committee within the American Herbal Products Association, organizing member of the International

Council on Medicinal and Aromatic Plants, member of the Advisory Board for the American Botanical Council, and serves on the Scientific Board for a number international medicinal plant journals. Dr. Craker's research is directed toward the control mechanisms regulating essential oil synthesis and composition in medicinal plants, including the effects of light and environmental stress on physiology, especially as related to increasing production and quality of plant extracts.

A New Leaf has partnered with American Cannabis Consulting ("ACC") to support its production activities. ACC is a premier industry consulting firm whose principals have been responsible for the design and build out of more than 500,000 square feet of indoor medical marijuana production facilities; a large percentage of which deploy organic production methodologies. Mr. Smith, of ACC, has 15 years of horticultural experience, eight years owning/operating businesses, and 2 years of international horticulture in Kyrgyzstan Central Asia. He has owned and operated a successful medical marijuana facility in Colorado. He was responsible for identifying the Hemp Russet Mite and is working to educate the industry about this emergent pest. ACC's organic production methodologies will be included ANLs cultivation manual which is organized in a checklist format to help ensure a smooth and efficient technology transfer process.

7.4 Describe steps that will be taken to ensure the quality of the medical marijuana, including purity and consistency of dose and the presence of potential contaminants. Include a description of the testing process and frequency, quality standards, and plans to engage with a lab to conduct the testing. Note that a copy of the RMD's quality control plan will be reviewed as a component of the provisional inspection process.

ANLs approach to quality assurance encompasses five (5) critical areas to ensure product safety and provide high quality information to its patients about the profile and strength of its products. The key areas of ANLs approach to ensuring purity and avoiding contamination are summarized below:

1. **Raw Material Selection, Screening and Tracability** – All raw materials will be purchased from reputable suppliers. Lot codes will be recorded in a supplies registry data base upon receipt and hold back samples of key inputs (soil, fertilizers, etc) will be retained and be stored on site for period of one year following receipt. The process will provide a critical feedback loop for informing decision that will improve operations.
2. **Controlled Environment Production** – ANL's production approach is based on proven indoor organic cultivation methods that mitigate many of the risks of product contamination. These methods will be embodied in detailed SOP's and operational checklists to help ensure consistent application by ANLs horticultural team. Use of standardized 'check list' driven protocols is a well establish means of achieving consistent results over time. ANL's protocols will, among other things, ensure "flushing" of plants to remove nutrients for 14 days prior to harvest. Environmental controls systems, which include process monitoring and logging, will help to ensure consistent results.
3. **Harvesting, Curing and Packaging** - Plants will be placed in darkness for a period of 48 hours prior to harvest. They will then be carefully harvested by hand, facilitating inspection. They will go through a two week curing process within a controlled environment. The curing system will include monitoring and alarms to ensure rapid response in the event of equipment malfunction or key parameters falling outside of established ranges.

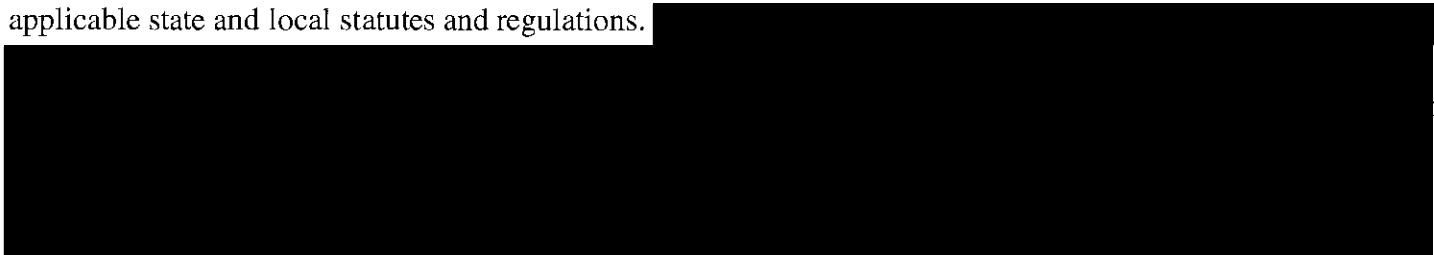
4. **Laboratory Testing** – ANL has a Letter of Intent (‘LOI’) with MCR Labs to assist in the development of sampling protocols and to perform product safety and purity testing consistent with regulations. ANL anticipates testing a minimum (3) samples from every batch to ensure product quality, purity and consistency of dose. In addition, at least one sample will be tested from each batch of extracted oil to determine its Cannabinoid profile and concentration prior to blending with MIPs products. The sampling protocols are expected to be refined over time in consultation with MCR Labs based on statistical analysis of the variability of the products determined over the first 6-12 months of operations. At a minimum, ANL is committed to testing for the following:

- **Cannabinoid profile:** High performance liquid chromatography (HPLC) test for quantization of cannabinoids.
- **Microbiological (mold and mildew):** A combination of quantitative polymerase chain reaction (qPCR) and microscopic analysis to test for pesticides including mold, mildew, and bacteria.
- **Heavy metals:** Atomic Absorption Spectroscopy (AAS) to detect trace levels of heavy metals including but not limited to Arsenic, Cadmium, Lead, Mercury, Chromium, and Nickel.
- **Plant-growth regulators:** Detect the plant growth regulators (PGRs) paclobutrazol and daminozide, two dangerous compounds most widely used in the MMJ industry in other states.
- **Non-organic pesticides:** Liquid chromatography with tandem mass spectrometry (LC-MS-MS), using state-of-the-art methods to detect hundreds of harmful pesticides at or below parts per billion (ppb).

5. **Recordkeeping** – Our Secure Information System will capture and store relevant data and maintain hardcopies of all company documentation for the required period. Hard copies will also be scanned and uploaded for back-up. A critical component of producing consistent quality is our ability to maintain a constant environment, including temperature, humidity, and CO₂. Environmental readings will be taken daily with monitoring systems also in place to alert staff if any area falls outside of acceptable ranges.]

7.5 Describe the applicant’s plan to dispose of excess or damaged plants or products, including security and plans to avoid diversion. Note that a copy of the RMD’s marijuana disposal plan will be reviewed as a component of the provisional inspection process.

All waste containing marijuana plants or products (‘Waste’) will be stored and managed in accordance with applicable state and local statutes and regulations.



- No fewer than two dispensary agents will witness and document incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection.

- No fewer than two dispensary agents will witness and document disposal in the landfill holding a valid permit issued by the Department of Environmental Protection; or
- If the material mixed with the medical marijuana waste is organic material as defined in 310 CMR 16.02, the mixture may be composted at an operation that is in compliance with the requirements of 310 CMR 16.00.

The RMD will also accept at no charge unused, excess, or contaminated marijuana from registered qualifying patient or personal caregivers, and destroy it as provided in 105 CMR 725.105(J) and maintain an accurate record of such disposal, which shall include the name of the supplying registered qualifying patient or personal caregiver if applicable. Liquid waste from the RMD containing marijuana or by-products of marijuana processing will be disposed of in compliance with requirements for discharge into surface water (314 CMR 3.00), groundwater (314 CMR 5.00), and sewers (314 CMR 7.00), or disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00.]

7.6 If the proposed RMD intends to produce MIPs, describe the types and forms of MIPs that the RMD intends to produce, the methods of production (including sanitation and food protection processes), and procedures for labeling, storing, disposing, dispensing, and tracking MIPs. Note that a copy of the MIPs production plan will be reviewed as a component of the provisional inspection process. If the RMD does not plan to produce MIPs, indicate N/A.

ANL plans to produce multiple strains with varying THC/CBD ratios to meet the needs of a diverse patient population. ANL will use this strain portfolio to produce four (4) types of MIPs products, supporting the four main delivery methods; Inhalation, ingestion, sublingual and transdermal.

These four MIP product categories will be produced from either (i) dried flower, or (ii) a marijuana oil generated from CO₂ extraction process using the “trim” leaf. This extraction process has the benefit of providing a stable concentration of key cannabinoids which will then be verified through laboratory testing prior to blending with the other ingredients. The concentration of the original material and the rate at which it is blended with other ingredients will provide our patients with a consistent and dosage of THC and CBD.

The specific MIP products ANL anticipates producing are as follows:

1. **Inhaled Products** – CO₂ Extracted Oil for vaporization.
2. **Ingestible Products** – For edible delivery, ANL will produce capsules with dose specific amounts of extracted oil. Labeling will integrate testing results and strain information in order to providing patients with control over dosage as described below. Capsules will be clearly labeled and packaged in childproof containers to reduce the risk of accidental ingestion by children and/or non-patients.
3. **Sublingual Products** – Non-Alcohol based tinctures administered through a pump spray. Labeling will integrate testing results and strain information in order to providing patients with control over dosage as described below. Product will be clearly labeled and packaged in childproof containers to reduce the risk of accidental ingestion by children and/or non-patients.

4. **Transdermal Products** - Creams and Topicals administered through a pump spray. Labeling will integrate testing results and strain information in order to providing patients with control over dosage as described below. Product will be clearly labeled to reduce the risk of accidental ingestion by children and/or non-patients.

Summary of Production of Processes: The production of MIPs will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000. Specifically:

- Hand-washing facilities will be accessible and maintained in good working order.
- The RMD staff will reserve space for equipment and storage of materials that are needed for the maintenance of sanitary operations.
- Litter and waste will be properly removed and disposed according to 105 CMR 725.105(J)
- Floors, walls, and ceilings of the RMD will be constructed in a manner that will allow them to be kept clean and in good repair.
- All toxic items will be identified and contained in a manner that provides protection against contamination of marijuana and MIPs.
- The RMD's water supply will be sufficient for all operations.
- All water sourced will be safe, potable, and adequate to meet the RMD's demands.
- The RMD facility will contain adequate and accessible toilet facilities.
- All products that may support the rapid growth of undesirable microorganisms will be contained in a manner that prevents this occurrence.
- All storage and transportation of finished products will be done so in a manner that protects them against any physical, chemical, or microbial contamination and deterioration of the products.

Packaging and Labeling of MIPs: Edible Mips Produced by the RMD will not bear a resemblance to any commercially available candy. All Mips will be packaged in food grade packaging with a legible, firmly affixed label on which the wording is no less than 1/16 inch in size with the following information on each MIP that it prepares for dispensing, containing at a minimum the following information:

- The RMD name and registration number, the RMD's telephone number and mailing address, and website information
- The Products name
- Ingredients
- Variety or Strain: Indica, Sativa, Hybrid or CBD
- The quantity activated infused marijuana contained within the product as measured in ounces
- The test results of infused marijuana including the cannabinoid profile of the marijuana contained within the product, including the THC level and A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2)
- The date of product was created and the expiration date

- A batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing
- Directions for use
- A warning if nuts or other known allergens are contained in the product; and
- This statement, including capitalization: “This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.
- Before the transaction is finished, on each MIP that is sold, a RMD employee will firmly affix an additional label with the registered qualifying patient’s name.

Dispensing MIPs’s: All MIPs will be dispensed in the secured dispensing section of the RMD to qualified patients and caregivers only. Real-time inventory will be maintained as specified by the DPH in 105 CMR 725.105(G)(3) and (4), including all MIPs, and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal.]

7.7 Describe the applicant’s inventory management program, including seed-to-sale tracking procedures, prevention of diversion, and storage of marijuana products. Note that a copy of the inventory management program policies and procedures will be reviewed as a component of the provisional inspection process.

ANL plans to utilize Adilas secure information system (SIS) as the backbone of its inventory management system. The program will enable ANL to conduct ‘seed to sale tracking’ and maintain a real-time inventory of all plants, products and inventory. The system incorporates accounting and patient records management, thereby providing an integrated solution facilitating complete tracability via integrated records management (plants, product, dollars and patient sales).

The SIS system also allows for the assignment of varying levels of user access based on assignment by the system administrator. Access levels will be restricted to allow each functional area (horticulture, packing/MIPs, dispensary, and accounting, compliance) to access only the parts of the system that they need to fulfill their mission. The system maintains a permanent log of all inputs by user along with a date and time stamp. These features facilitate the ability to track any discrepancies that may occur through a reconciliation process and determine their source as part of a corrective action procedure.

The inventory management procedures will be designed to provide real time information on the number of plants at each stage in the production process. Tracking begins when a seed or part of the parent plant is removed and a propagating plant or clone is created. A unique plant identification number will be assigned, labeled and recorded and will then be used to track the history and data through propagation, vegetation, flower, harvest, processing, cure and final packaged inventory. The plant will also be tracked by its physical grid location in the premises. All transfer dates will be recorded throughout the plant life cycle in the SIS.

This information can be used to recall any contaminated medium, nutrient, or issue that may occur during the stages listed above to allow for easy removal of any product from production or inventory that does not meet the requirements of 725.100(C)(4). An inventory of marijuana in cultivation, processing, finished, and

storage will be conducted at the end of each week. The production design will assign a standard number of plants to each grid area facilitating the process. Auditing the inventory of plants will efficiently mitigate any diversion during cultivation, processing and /or packaging, as well as detecting any human error that may have occurred while entering the information during the plant's life cycle.

Plants will be batch harvested and immediately transferred to an enclosed secure drying system under continuous video surveillance. Once drying is complete, the plants will be weighted, trimmed and packed into heat sealed tamper proof pouches with unique individual labeling (lot/bar coded) which will then immediately be scanned in the SIS system. Following entry into the inventory managing SIS system, packaged product will be grouped into units of 10 to 20 pouches and transferred under video surveillance to a secure storage room and held in a locked safe. There will be no retention or storage of loose finished product.

Trimmings will be weighed, labeled and stored in sealed containers with a tamper proof clamp seal with a unique ID number, and logged into and out of the secure storage area prior to oil extraction or MIPs production. The record of MIPs inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Physical Inventories of finished products will be taken monthly. At the start of each day the dispensary is open for business, inventories will be logged out of the secure storage area via bar code scanning of the inventory using the SIS system. At the close of business each day, the inventory will be returned to the secure storage area and the inventory levels will be reconciled against the SIS inventory and invoices generated from sales during the same business day. All invoices, inventory adjustments and invoice payments will be represented in the SIS system. When both the physical count of money collected and the physical count of product on-hand match the SIS system, no inventory correction should be expected. Any discrepancies that cannot be reconciled will be recorded and disclosed immediately to Executive Director and the Chief Compliance officer.

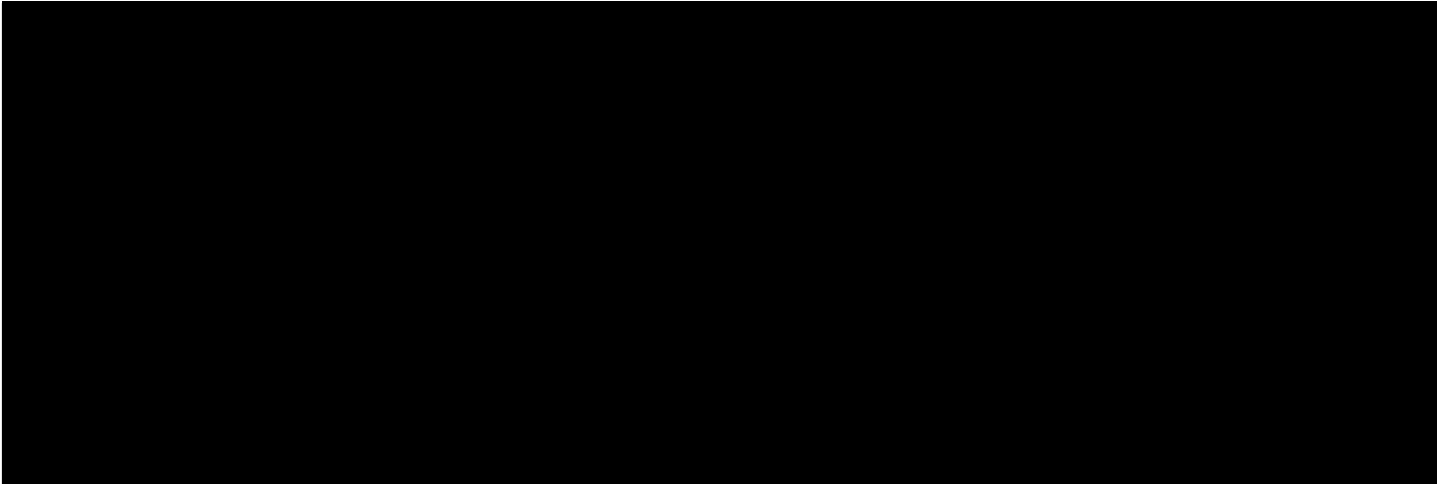
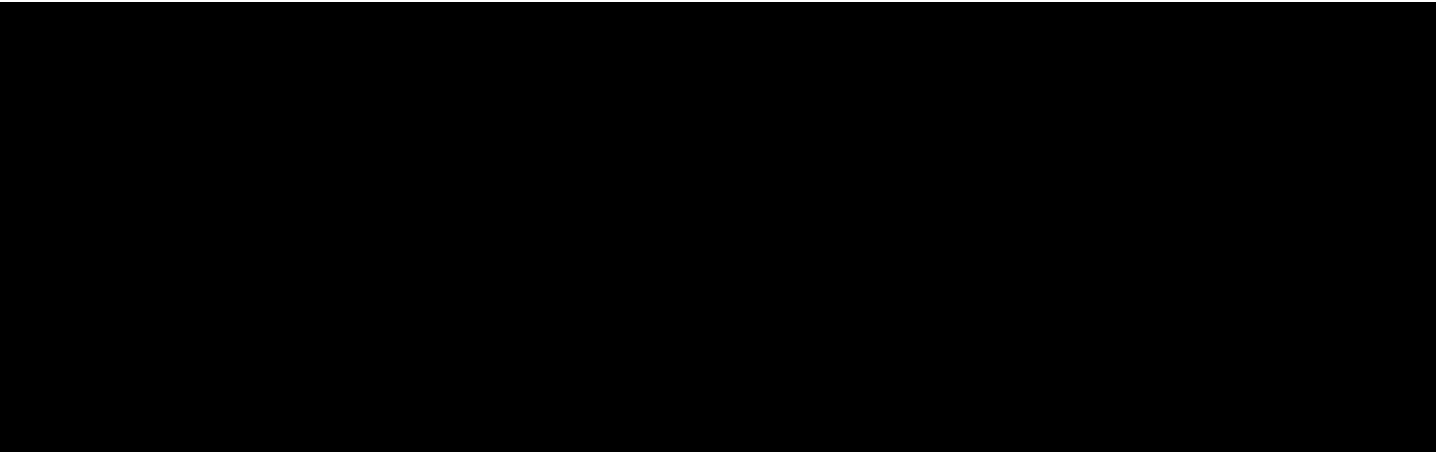
All dispensary agents will be monitored under video surveillance which will have time and date stamped histories for all SIS user activity. When a discrepancy occurs, the SIS history and video surveillance will be reviewed as part of protocol.

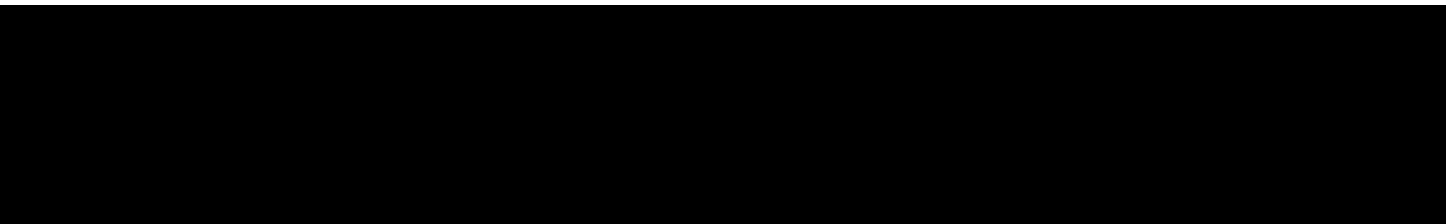
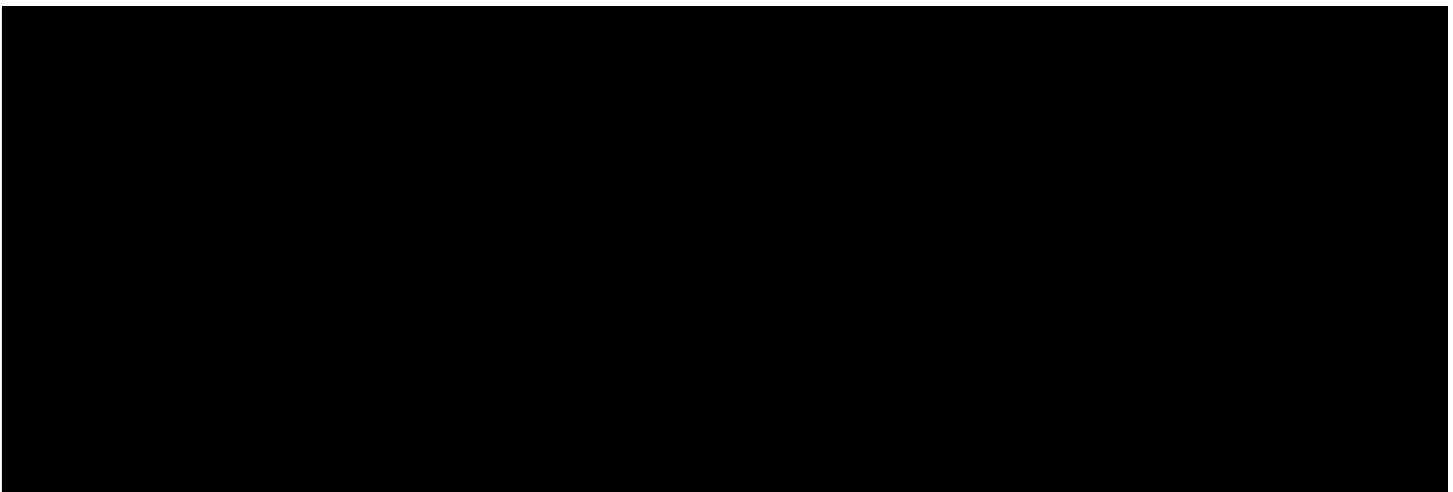
The systems will be designed provide complete "seed to bank" tracking, including processes for record-keeping, ID verification, security, quality control, patient confidentiality and access to appropriate medicine for each patient's specific needs. Using our SIS, all payments collected from sales will be tracked back to the patient's invoice and products the patient purchased. The system has the ability to see the usage of each item, tracking every quantity on invoices and production/purchase orders. ANL places the same priority on the accurate handling of real time inventory as it does on all money handling processes. Using a daily in-balance integrated inventory and accounting system allows us to maintain the strictest compliance for on-hand inventory control, sales tax collection and transparent accounting of inventory and revenues for the state and local authorities.

Finally, ANL's General Counsel, John Stobierski, is a Board Member with 'dotted line' responsibility to the Executive Director. This organizational structure provides a high degree of independence in affording the General Counsel with the autonomy to monitor and confirm that the inventory management processes are

working as intended, and to trigger an investigation or recommend policy changes directly to the Board of Directors, if warranted.

7.8 Describe how the applicant will transport marijuana, whether between the cultivation and dispensing site or between the dispensing site and a patient's home, including provisions for preventing diversion and tracking inventory during transport. Include a description of the RMD's proposed home delivery protocol, including an identification check of the registered patient or registered personal caregiver and record keeping. Note that a copy of the transportation program policies and procedures will be reviewed as a component of the provisional inspection process.





7.9 Define the applicant's service area and provide an analysis of the projected patient population and projected need in the service area of the proposed RMD, including the applicant's strategy for delivering culturally competent and linguistically appropriate services.

Franklin County is the most rural county in Massachusetts with a population of 71,372. Despite the modest population size, the populace has a strong 'alternative' orientation, as evidenced by the number of residents who make use of alternative health care services. Franklin County also has a slightly higher proportion of elderly residents and people with qualifying medical conditions than the state as a whole. Together, these two factors suggest that there is likely to be a somewhat larger patient base as a proportion of the general population than will be typical in the State as a whole.

For modeling purposes, we have estimated that 2.5% of Franklin counties population (1,770 patients) will become regular purchases over a four year adoption period. This results in an average adoption rate of 37

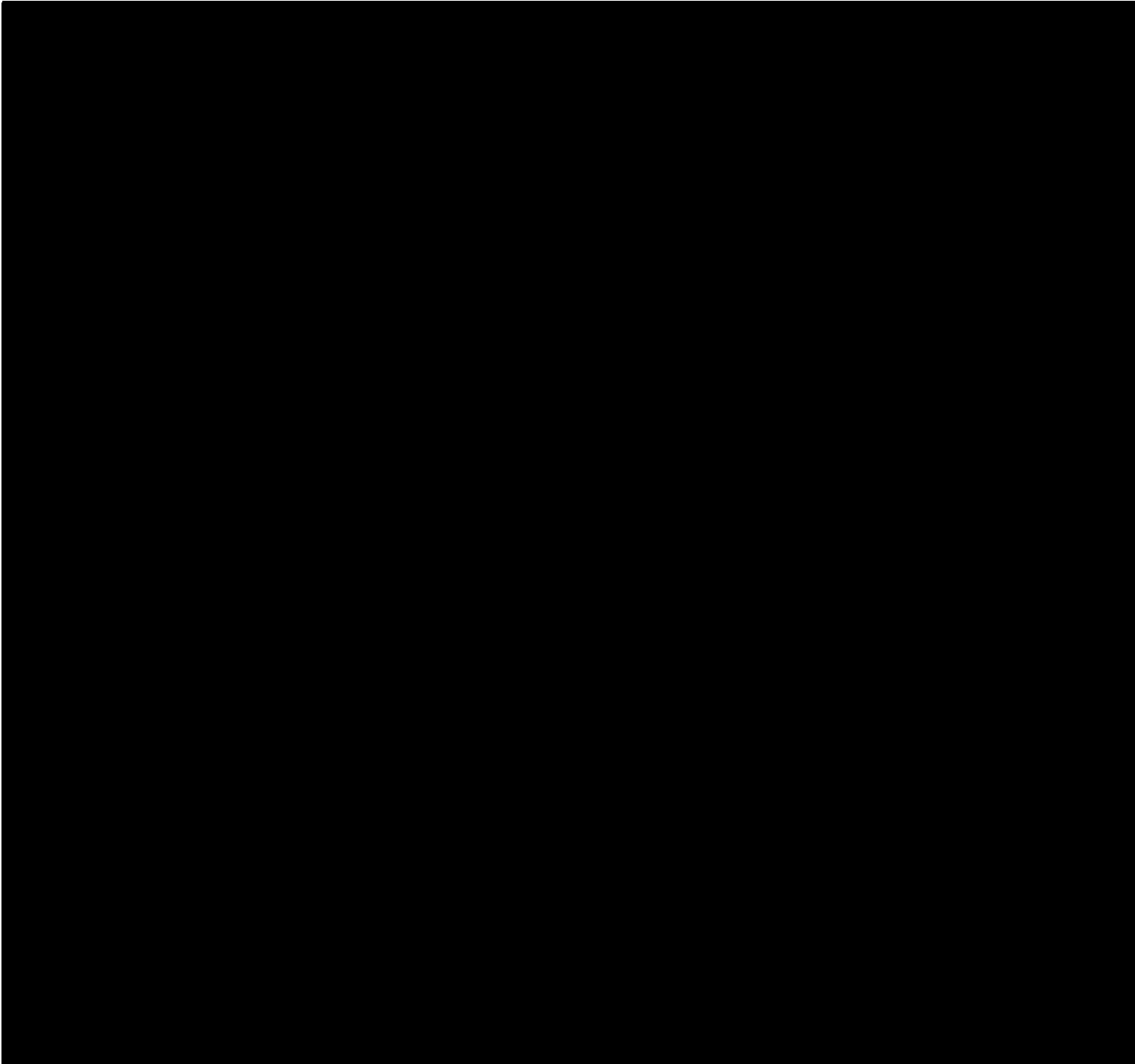
patients per month from Franklin County. Our target dispensary location is also readily accessible to the much larger populations of Hampshire (pop. 157,822) and Hamden (pop. 463,783) counties to the south. Drive time from our targeted dispensary location is approximately 20 minutes from Amherst and approximately 25 minutes from Northampton, owing to its proximity to the Interstate-91 corridor.

We have assumed that in addition to the Franklin County population, an estimated 0.25% of the residents of Hampshire County will become regular purchasers, resulting in an additional ~800 patients after a four year adoption period. We have not assumed any sales to Hamden county residents, though we believe such sales are likely given the convenience, and the limited number of dispensary in the region. Together, the patient base used in our model totals ~ 41 new patients per month, growing to steady state of ~2,500 patients or over a four year adoption period. The assumption of patient churn (old patients leaving) is effectively built into the aforementioned adoption rate. We have further assumed that each patient purchases an average of 1 ounce per month. We believe our estimates of the patient base, adoption rate and purchase rate and unit costs are reasonable based on and publically available information and estimates from consultants with experience in other states with active medical marijuana markets.

The ANL facility in Montague is easily accessible by car and public transportation. It is centrally located in Franklin County on a major thoroughfare. It is designed to be welcoming of all qualified patients with all differing physical abilities. Also, the RMD dispensary Manager is multi-lingual for non-English speakers. Materials will be available in English and Spanish.

The Executive Director, Marina Goldman, NP, has amassed empirical and experiential data over the past 20 year by providing health care services in Franklin County. While ANL will have a firm understanding of the demographic data, ED Goldman, will bring a culturally sensitive understanding to the RMD. For example, Franklin County is mostly rural, agriculturally based, and skews economically lower than the rest of Massachusetts. How these societal and social factors bear on individuals' health and well-being is well understood by Ms. Goldman.

- 7.10 Describe the RMD's procedures for safely dispensing medical marijuana to registered qualifying patients or their registered personal caregiver, including a process for identifying patients/caregivers, ensuring their safety, and protecting their privacy.



7.11 Describe the RMD's patient record keeping system and planned use of technology to support business operations, including use of the Department's electronic registration and dispensing tracking system. Note that a copy of the patient record keeping policies and procedures will be reviewed as a component of the provisional inspection process.

ANL will use a secure record keeping information system (SIS) that will be the primary means for maintaining and accessing complete and accurate records. SIS will maintain all patient, caregiver, visitor, inventory, seed-to-sale tracking, personnel, and business records. SIS provides dispensary agents with extensive live data at their fingertips to help guide RMD operational procedures and increases the accuracy of medical marijuana patient recommendation. This system will be available for inspection by the DPH upon request at all times, and is secured in the manner described above in 7.7.

The first time a qualifying patient or caregiver enters ANL they will be required to complete a Patient Intake Form. A patient file is created at this time. This comprehensive questionnaire, among other inquiries, asks for details of the patient's specific debilitating medical condition. The Patient Intake is designed to help dispensary agents make informed decisions. The Patient Intake is scanned and uploaded as a digital image within the patient's newly created file. The physical copies will be maintained on the RMD premises. Data collected from the Patient Intake will be entered into the appropriate fields and entered into a user-maintained flex grid. This data tool enhances connective relationships between and among data from otherwise disparate fields. This information can be linked virtually to any other information within the system to create an all-encompassing user history. For example, logs maintained by dispensary agents can be aligned with patient feedback, reactions, and input to better understand the patient and her medical condition and treatment.

Within the SIS, all registered cardholders will have their own individual file. Each file is capable of storing and tracking myriad data points. Once the dispensary agent has validated a cardholder's documentation, including the department issued Registration Card and Government issued identification, it must be scanned and uploaded as a digital image that will remain in the file. Physical copies of the documentation will also be maintained on ANL premises. Upon collecting the cardholders Registration Card and identification, the contact information and department issued registry number will be entered into the appropriate fields in the file. The contact information will be transferred directly from the patient's identification. Not only is the cardholder's contact information gathered for Department authentication, but will print directly onto the receipt after every RMD transaction. This acts as a safety measure and a mutual accountability for both cardholders leaving the facility with medical marijuana, and ANL personnel dispensing medical marijuana.

The next key piece of information gathered will be the registration card's expiration date. Once this date is entered into the correct field, the SIS will automatically flag any registration card that is within 30 days of expiration. This tool acts as a reminder for cardholders to begin the registration renewal process, and aids the dispensary agent in identifying registration cards that are no longer valid. This file, created on the first date of entry, will be accessed and updated upon every subsequent visit to ensure accuracy.

With this secure information ANL and the patient have access to an all-encompassing patient history. The more complete the file, the better equipped any dispensary agent will be in appropriately tending to patients needs. The ability to maintain such a large amount of centrally located data, allows dispensary agents and executives to audit, in accord with HIPPA and regulatory requirements, patient files. The SIS system will perform such functions as auditing, customer demographic reports, and mapping trends. This data will allow for more informed personal patient choices and also allow ANL to more accurately predict which products lines are most beneficial and efficacious.

7.12 Provide a detailed summary of the proposed RMD's policies and procedures for the provision of marijuana to registered qualifying patients with verified financial hardship at no cost or reduced cost, including a sliding fee scale. Note that a copy of these policies and procedures will be reviewed as a component of the provisional inspection process.

ANL will provide financial assistance to qualified patients who are unable to pay for medical marijuana. ANL will strive to ensure that financial issues do not prevent patients from seeking or receiving care. ANL will use the Federal Poverty Level as a guide to provide free or discounted medicine to individuals who meet the

policy's criteria. ANL will use the Census Bureau's definition of a family and family income, for the relevant area, when computing federal poverty level guidelines. The program is as follows:

1. ANL will dedicate 20% of its monthly production towards its Hardship program. The level of discount available and prioritization of available supply will be structured in three tiers, as shows below:

1. Tier 1 - For those qualified patients who are between 0 to 300% of the federally recognized poverty level the price will be at a 30% reduction;
2. Tier 2 - For those qualified patients who are at or below the federally recognized poverty level the price will be a 50% reduction;
3. Tier 3 - For qualified patients who meet one of the above financial hardship definitions and who are hospice patients shall receive a 75% reduction.

Eligibility will be based upon a determination of financial needs in accordance with this policy. In order to receive financial hardship benefits, patients must fill out a required application. The application will include mandatory attachments that document proof of income. Applicant will have the option to submit all of the following documents: W-2, paycheck stubs, income tax return, forms from Medicaid or other state-funded medical assistance programs, or forms from employers or welfare agencies. Other circumstances that will be taken into consideration are bankruptcy settlements and catastrophic situations (e.g., death, disability in family). Applicants without the above mentioned proof must provide documentation that shows the patient is unable to pay their medical marijuana bills and still be able to pay for other basic necessities. It shall not take into account age, gender, race, social or immigrant status, sexual orientation, or religious affiliation. This application must be completed annually in order to be placed in ANL's financial hardship program. Any denial of the discount/no cost request will be documented as such, and instructions for reconsideration will be provided by ANL.

All applicants and their records will be kept confidential. Patients must cooperate with ANL and satisfy its procedures for obtaining financial assistance. Patients are expected to contribute to the cost of care based on their ability to pay within this framework. This policy assures access to medicine for all who are qualified patients, while offering economic aid to those patients who would otherwise be deprived of their medicine. ANL shall notify patients and caregivers of its financial assistance policy by posting notices in our facility, making the policy available on the company website and offering one on one counseling to our patients.

In the event that a patient chooses to cultivate marijuana on their own, and has already applied with the department for a Hardship Cultivation Registration card that has been approved, the patient may receive cultivation advice from ANL. After ANL has verified a patient or caregiver's identification and Hardship Cultivation Registration card, the cardholder may request information from ANL to aid in learning the cultivation process. Information will be maintained on ANL premises, containing current research and up-to date cultivation techniques that may simplify the process. Security and sanitation methods will also be thoroughly explained. Copies of 105 CMR 725.000 will be available upon request at all time on ANL premises. All dispensary personnel will be fully versed in the law. Information and clarification of the relevant laws will be available.

Proposed sliding price scale attached as exhibit 7.12

7.13 Describe the proposed plans to provide counseling and educational materials to registered qualifying patients and their personal caregivers related to methods of marijuana administration and information about the health effects of marijuana use.

ANL will provide counseling and educational materials to qualifying patients and caregivers concerning different methods of marijuana administration and the possible health effects of marijuana use. ANL's educational system includes on-line materials, hard printed materials, personal interaction with knowledgeable dispensary agents, and an on-site health care professional. The ANL plan is as follows:

1. **On Line Resource list** – A user friendly website which assists with product selection, provides information on how to read product labels, understand strain selection and how to use THC/CBD ratios in making informed purchasing decisions. It will include information on dosage and titration as well as emergency contact information for adverse events. It will be remotely accessible, but only qualified patients will be able to access the information. All sensitive content will be kept in a secure patient area. This is to prevent hacking, maintain privacy, and keep children from viewing the content.
2. **Educational Materials** - ANL will provide free educational materials to its patients, including reprints of the Americans for Safe Access series. This is a series of condition based booklets addressing the following: Overview of the Scientific Research on Medical Cannabis, Research on Cannabis and Aging, Cannabis and Arthritis, Cannabis and Chronic Pain, Cannabis and Cancer, Cannabis and Movement Disorders, Cannabis and Neurological Disorders, Comparison of Medications: Efficacy and Side-Effects. These will be available free at ANL.
3. **Dispensary Agents** – When assisting a qualified patient with products or delivery systems queries, the Dispensary Agent will begin by asking the patient a series of questions in accordance with a standardized script. This will garner information about the patient. The information will also be input into the SIS. ANL agents will be highly trained to answer patient questions about product selection and delivery systems. ANL Agents will be trained to rule out intoxication (intoxicated patients will be denied access) and assist patients in avoiding possible adverse reactions. If the Dispensary Agent determines that a patient requires a higher level of care or may not be appropriate for treatment, the Dispensary Agent will invite the patient to meet with ANL's practitioner..
4. **On-Site Practitioner** - ANL's Executive Director, Marina Goldman is an advanced practice Nurse Practitioner with more than twenty years of clinical experience in primary care, psychiatric and addictions medicine. She has been responsible for conducting physical and psychiatric assessments across diverse populations, including many patients with dual diagnosis and substance abuse problems. ANL's dispensary will incorporate a private consultation room where patients can meet with the practitioner for a no-cost consultation or educational session. The practitioner will also advise patients who are not appropriate for treatment with medical marijuana. She will also be able to consult with Primary Care Physicians and any certifying MD's as required.

In addition, ANL will also recommend to qualifying patients that consumption of medical marijuana be in edible form if they are non-smoking patients, and particularly for those with respiratory illnesses or issues.

Patients who elect to use this method of intake will be educated in both dosage and safety. Vaporizing will be encouraged as an alternative to smoking. Vaporizing helps improve breathing functions in adverse conditions. The RMD will maintain a collection of vaporizers for registered cardholders purchase. Once purchased, training in the vaporizer technology will be provided along with recommended dosages.

Finally, Dispensary Agents will always explain that their information and recommendations cannot replace that of their doctor's. Dispensary Agents can however assist in obtaining studies concerning current marijuana findings, as well as maintain log entries for individual patient feedback and reactions to various marijuana strains and consumption methodologies. Cautionary advice will be explained to patients, including marijuana's psychoactive effects. Cautionary advice will be given to patients exhibiting cardiovascular issues, or are pre-disposed to anxiety and panic attacks. Warning patients of the potential respiratory risks of smoking marijuana or any substance will be persistently communicated.

7.14 Describe the RMD's proposed marketing and advertising plan, including the company logo, printed materials and flyers, external signage, advertising practices, and outreach and promotional materials. Note that a copy of the marketing and advertising plan will be reviewed as a component of the provisional inspection process. Do not include reproductions or representations of the logo, printed materials, or flyers.

Patient education and community outreach will be the driver of all ANL's marketing activities. ANL has created a clean, professional, wellness based image for the company compliant with DPH regulations. ANL Executive Director, Marina Goldman, will oversee all patient education and marketing activities.

The company will create and maintain a website as a means to communicate to the public the various resources available at ANL. The site will be available in English and Spanish. The bi-lingual website will act as a useful, educational resource, and will contain links to several up to date sources of medical marijuana research and data. Legal information will also be made readily available, including links that are relevant to Massachusetts's medical marijuana laws. The website will also contain counseling resources, including local drug addiction treatment centers, emergency information, and information about the warnings of driving under the influence. Finally, the website will display all RMD contact information for individuals to call or email to request additional information. There will be a secure patient portal through which qualified patients may enter to . The website will contain no images, statements, designs, or representations that encourage or represent the use of marijuana for any purpose other than to treat a debilitating medical condition. The website will not contain images of people administering marijuana in any fashion.

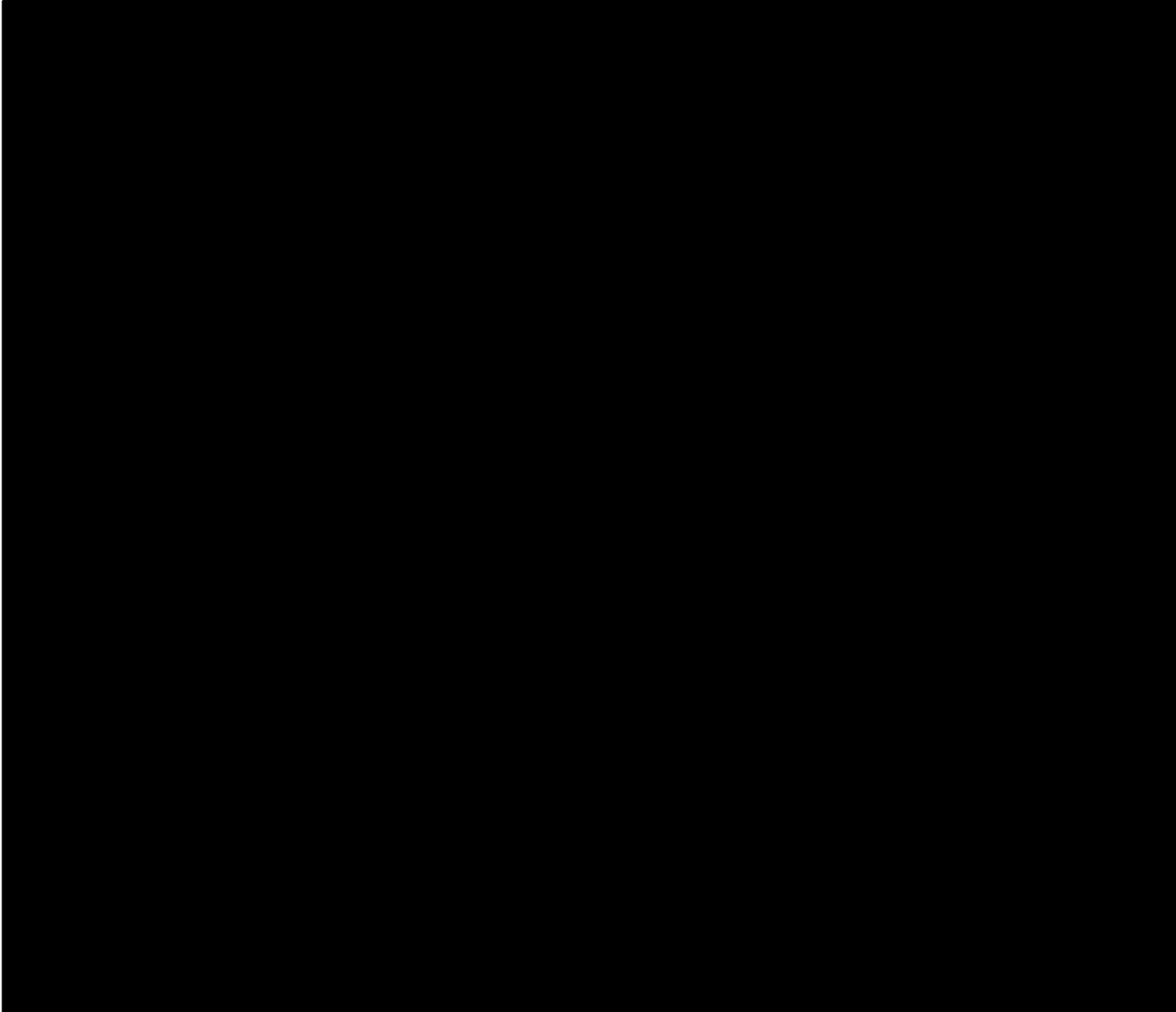
The RMD will display only a small sign with company name, number and website to help guide patients. The cultivation areas will contain no signage and no other outdoor signage will be utilized at the facility location.

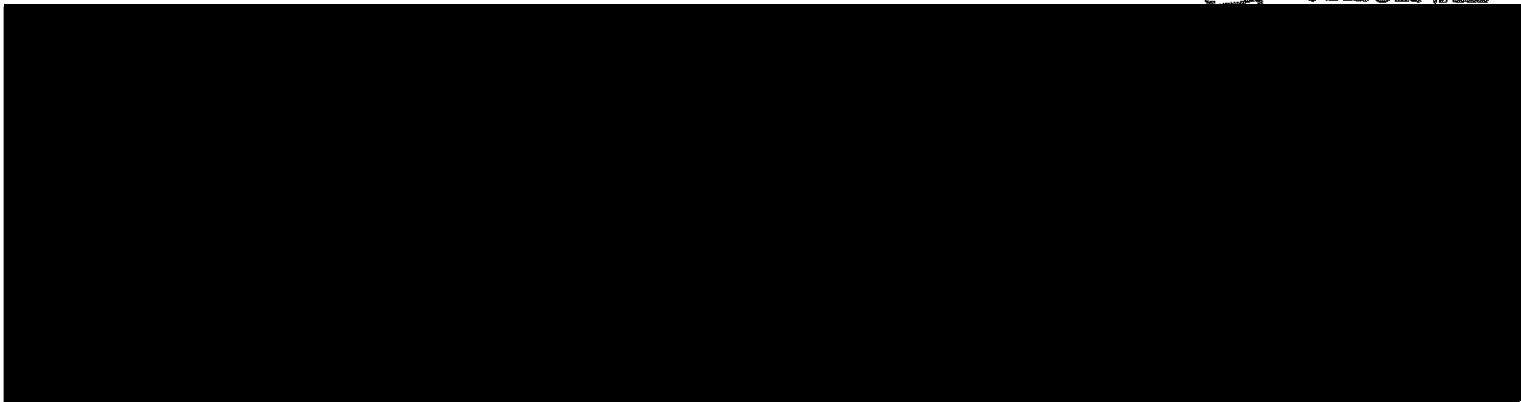
Social Media will also be used, though sparingly, as a communication technique. Current medical marijuana news relevant to patients will be made available through social media properties, in addition to its website, The ANL Facebook page will be monitored frequently, and any inappropriate comments in the forums will be removed immediately. No individual will be able to discuss marijuana for any reason other than to treat a debilitating medical condition. No references to recreational marijuana smoking will be permitted on the social media site, nor will any pictures of individuals administering marijuana be permitted.

Although this is a new field in Massachusetts, ANL is well positioned to be able to reach the target audience of qualified patients and caregivers. ANL has an experienced health care professional as Executive Director and she has deep ties to the community. In addition, ANL's Board has various, well respected local doctors.

Just as importantly, from a marketing standpoint, is the entrepreneurial spirit and know-how of the other Board members, some of who have created new industries and businesses and then brought them success out of obscurity. ANL was formed by a group of professionals committed to successfully providing patients with access to medical marijuana and doing so in an economically sustainable fashion.]

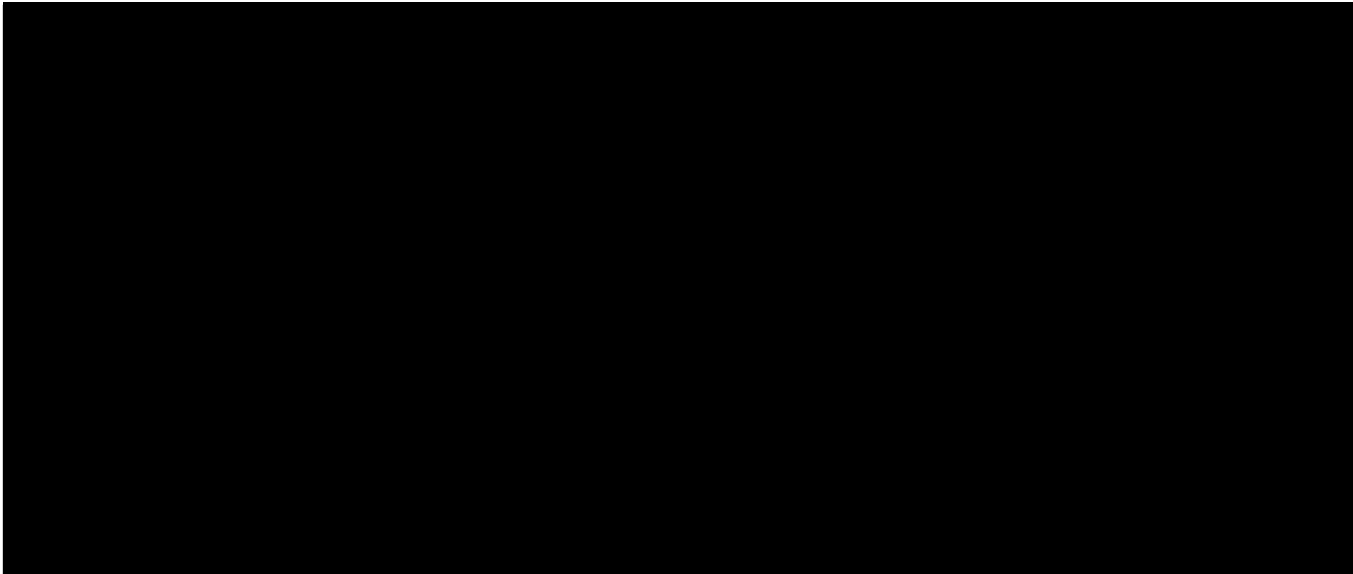
7.15 Describe the RMD's emergency preparedness procedures, including a disaster plan with procedures to be followed in case of fire or other emergency. Note that a copy of the safety and security procedures will be reviewed as a component of the provisional inspection process.

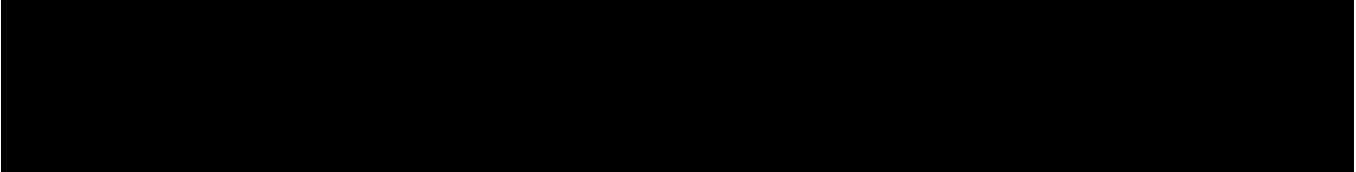


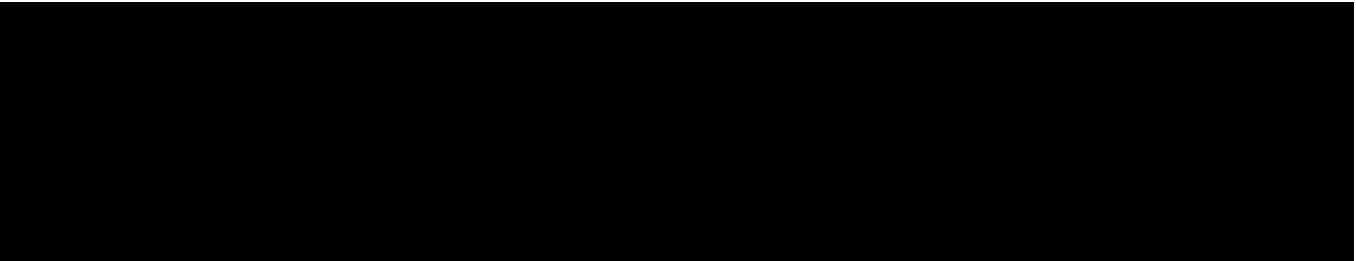


7.16 Describe the RMD's employee security policies, such as an employee ID/badge system and personal safety. Note that a copy of employee security policies will be reviewed as a component of the provisional inspection process.



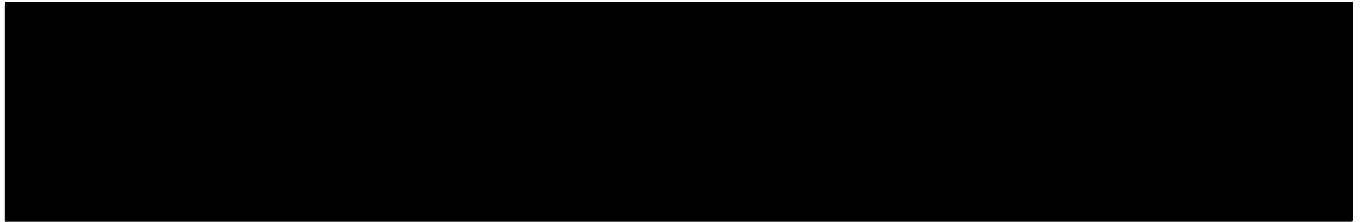
1. 

2. 

3. 



4.



7.17 Describe the RMD's incident management program, including policies and procedures to document, report, and manage adverse incidents, consumer complaints, operational concerns, and issues that will be reported to law enforcement and/or the Department. Note that a copy of the incident management program policies will be reviewed as a component of the provisional inspection process.

ANL's incident reporting procedure will include detailed protocols to capture a description of the incident to facilitate evaluation of its cause and personal or systems involved in order to address deficiencies and prevent a recurrence. In accordance with CMR 725.110, ANL will maintain an ongoing Incident Report Log (IRL) both physically and digitally. The IRL will include the following fields: name of reporting dispensary agent, contact information for the reporting dispensary agent, incident date and time, methods used for identifying the incident, potential witnesses, a detailed explanation of the incident, and possible impact to the RMD.

The most effective way to detect an inventory discrepancy is to complete daily inventory updates. The secure information system (SIS) offers the ability to cross check the documented data with the physical on-hand inventory on a daily basis. This cross check is a mandatory operating procedure and will be conducted immediately after business hours. Taking physical inventory includes quantifying all usable marijuana on the RMD premises. In the event of an inventory discrepancy, several steps will need to be taken accordingly so as to rule out potential infractions. Step one is to determine the amount of the discrepancy. The next step in the procedure calls for an analysis of the daily sales report, which may reveal any abnormal activity. During the sales report analysis a dispensary agent may be able to pinpoint corresponding inventory transactions. Should a corresponding transaction exist, an investigation will be conducted accordingly. This includes follow up with the dispensary agent and customer, and a thorough play-back and viewing of the day's surveillance footage. Regardless of the cause of the discrepancy the incident must be properly recorded into the Incident Report Log. All other incidents including suspicious acts pursuant to CMR 725.110 Subsection F.1.b., unauthorized destruction of marijuana, and any unauthorized alterations of records will be recorded in the incident log and reported. If theft or diversion is detected local authorities will be alerted immediately, the DPH will be notified within 24 hours and the complete incident report will be supplied to the Department within 10 calendar days.

The RMD's alarm system, if triggered, will activate and require a public safety personnel response. The failure of any security alarm system or any other breach of security will be recorded in the incident report log and corrective action will be taken accordingly.

Dispensary agents will undergo extensive training in the aforementioned procedures. Agents must be able to not only detect incidents, but also record them properly and determine a plan for prevention. A dispensary agent's ability to follow this methodology will prevent them from becoming liable for a loss or a crime. Any dispensary agent that does not follow protocol and or is found liable of a crime will be terminated, their dispensary agent license revoked, and the Department will be notified within 24 hours.

Other recordable incidents include consumer complaints. The SIS contains a personalized file for every registered cardholder. The file will be used to document consumer complaints. This log will date and time stamp the incident and provide adequate space for a detailed explanation of the incident. A consumer's log will be readily retrievable at all times for future reference and available to the Department upon request.

The culmination of the incident management process is the development of a strategic prevention plan. Identifying and addressing the underlying cause of the incident, its impact on the business and development of a preventative response plan.

APPLICATION RESPONSE FORM SUBMISSION PAGE

**CERTIFICATION OF ASSURANCE OF COMPLIANCE:
ADA and NON-DISCRIMINATION BASED ON DISABILITY**

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The Applicant must complete a Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability. By signing, the Applicant formally notifies the Department that the Applicant is in compliance and shall maintain compliance with all applicable requirements.

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
 - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
 - purchase accessible equipment or modify equipment;
 - modify policies and practices; and
 - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.

I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.

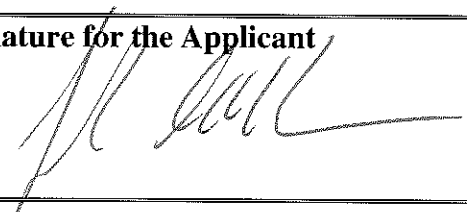
- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, and this Contractual Agreement.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Corrective Action Plan shall be deemed a breach of a material provision of the Registered Facility registration between DPH and the Registered Facility. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of the registration by the Department.

I affirm that I will comply with the requirements of this proposal.

Authorized Signatory (as designated in exhibit B):
First Name: [Joshua] **Last Name:** [Goldman]

Title: [Executive Chair]

Authorized Signature for the Applicant
Organization
(in blue ink):



CHECKLIST OF REQUIRED DOCUMENTS FOR SUBMISSION IN PHASE 2

Assemble the required items for each individual application in the following order. If an exhibit is not applicable, indicate N/A on the exhibit form and submit it in order.

- Package Label (attached to the front or side of banker's box) – exhibit C
- Package Label (with original only) – exhibit C
- Bank/cashier's check for \$30,000 (with original only)
- 2 CDs (with original only)
- Sealed envelope with signed background check authorization forms and list—exhibits A1-A5 (with original only)
- List of authorized signatories—exhibit B
- Application Response Form (cover page on top)—original signed in blue ink by authorized signatory
- Organizational chart—exhibit 1.3
- List of Board of Directors (as defined on the Application Response Form)—exhibit 1.4
- List of Members of the corporation (as defined on the Application Response Form), if any—exhibit 1.5
- Corporation bylaws—exhibit 1.6
- Amended articles of organization (if applicable)—exhibit 1.7
- List of parent or subsidiary corporations, if any—exhibit 1.8
- List of references—exhibit 1.9
- List of Executive Management Team (as defined on the Application Response Form)—exhibit 2.1
- Resumes for Executive Management Team—exhibit 2.2
- One-page statement demonstrating liquid funds in an account in the name of the corporation; or in an account in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, with Letter of Commitment —exhibit 4.1
- List of individuals/entities contributing 5% or more of the RMD's initial capital—exhibit 4.2
- Capital expenses—exhibit 4.3
- Year-one operating budget—exhibit 4.4
- 3-year budget projections—exhibit 4.5

- Evidence of interest in dispensary site—exhibit 5.1
- Evidence of interest in cultivation site—exhibit 5.2
- Evidence of interest in processing site—exhibit 5.3
- Evidence of local support or non-opposition—exhibit 5.4
- Summary chart of responses to questions 5.1 to 5.4—exhibit 5.5
- RMD organizational chart—exhibit 6.1
- Proof of enrollment with the Department of Criminal Justice Information Services (DCJIS)—exhibit 6.2
- List of RMD staff, if known—exhibit 6.4
- RMD start-up timeline—exhibit 7.1
- Proposed sliding price scale—exhibit 7.12
- Certification of Assurance of Compliance: ADA and Non-Discrimination Based on Disability (original signed in blue ink)—part of Application Response Form

Addendums or attachments not specifically requested in this document or on Comm-PASS will not be reviewed.

ORGANIZATIONAL CHART
(Exhibit 1.3)

This exhibit must be completed and attached to a required document and submitted as part of the application.

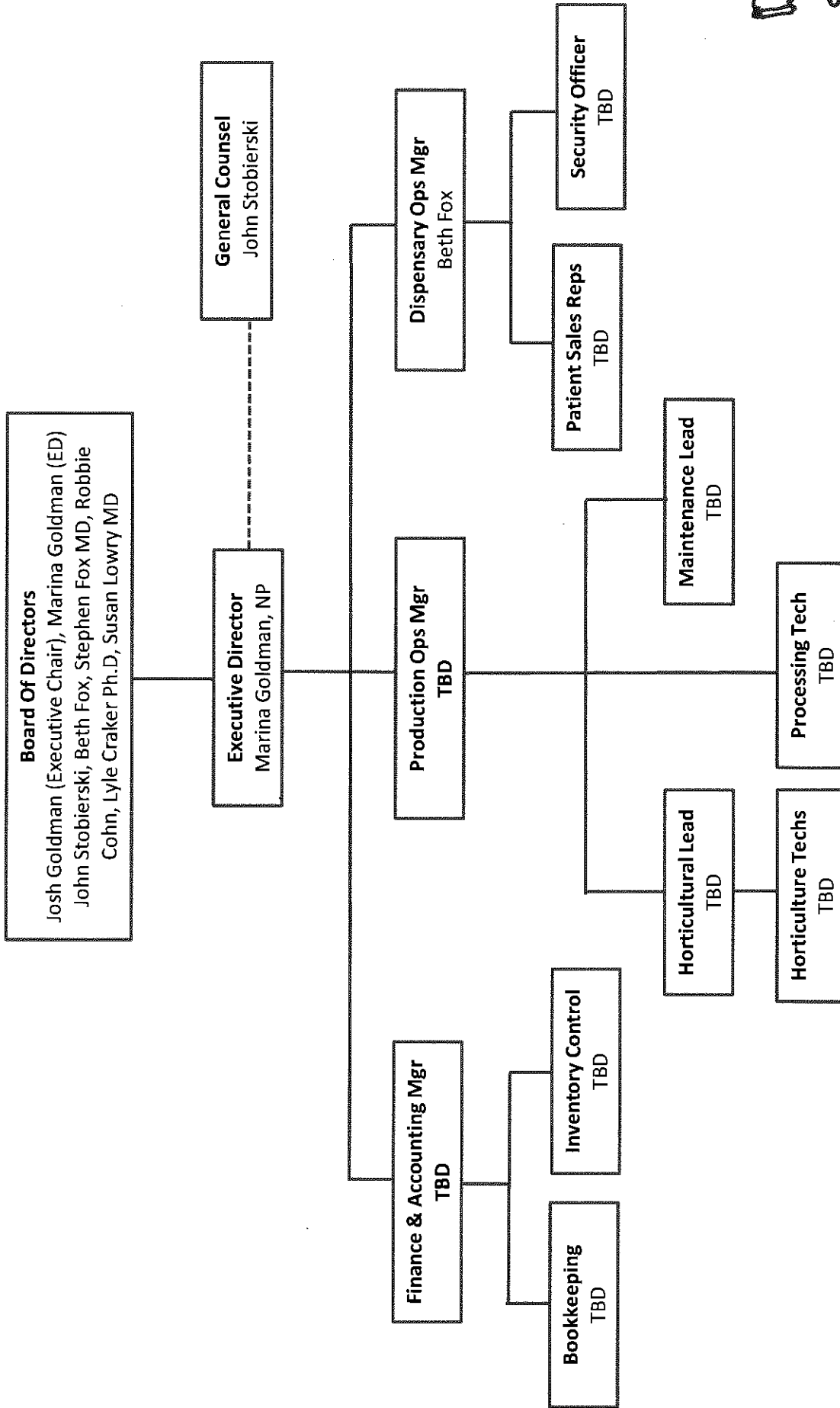
Corporation Name: ANL, Inc.

Application # (if more than one): _____

Attach organizational chart.



ORIGINAL



BOARD OF DIRECTORS
(Exhibit 1.4)

 ORIGINAL

This exhibit must be completed and submitted as part of the application.

Corporation Name: ANL, Inc.

Application # (if more than one): _____

	Board Role	Name	Date of Birth	Business Email	Business Address
1	Executive Chair	Joshua N. Goldman		josh@australis.us	1 Australia Way, Turners Falls, Ma 01376
2	Vice President/ Vice Chair	John Stobierski		john@stobierski.com	377 Main St. Greenfield, Ma 01301
3	Treasurer	Marina D. Goldman		Marinagold2@yahoo.com	278 Main St. Greenfield, Ma 01301
4	Clerk/Secretary	Marina D. Goldman		Marinagold2@yahoo.com	278 Main St. Greenfield, Ma 01301
5	Director	Susan C. Lowery, MD		trionsmama@yahoo.com	274 Greenfield Rd. Montague, Ma. 01351
6	Director	Joshua N. Goldman		josh@australis.us	1 Australia Way, Turners Falls, Ma 01376
7	Director	Robert Cohn		robcohn@cohnandcompany.com	117 Main St. Greenfield Ma. 01301
8	Director	Lyle Craker, Ph.D.		craker@pssci.umass.edu	UMass Amherst, Stockbridge School, 121 Stockbridge Hall, 12A Amherst, Ma. 01002-9246
9	Director	Dr. Stephen Fox		shunterfox@gmail.com	BayState Center 48 Sanderson St. #2 Greenfield, Ma 01301

 ORIGINAL

10	Director	Beth Fox	11/27/69	bstarfox@gmail.com	Hampshire House 131 County Circle Amherst, MA 01003-9257
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 ORIGINAL

MEMBERS OF THE CORPORATION
(Exhibit 1.5)

This exhibit must be completed or marked N/A and submitted as part of the application.

Corporation Name: ANTL, Inc. Application # (if more than one): N/A

A. Member as Individuals

Individual Name	Business Address	Type of Membership Rights	If Member of Other RMD, Which One?
1 N/A			
2			
3 Add more rows as needed.....			

B. Member as Corporations

Corporate Name/ Business Address	Leadership	Type of Membership Rights	If Member of Other RMD, Which One?
1	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		
2	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		
3 Add more rows as needed.....	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		

CORPORATE BYLAWS
(Exhibit 1.6)

This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: ANL, Inc.

Application # (if more than one): _____

Attach bylaws.

 ORIGINAL

BYLAWS
OF
ANL, INC.

A MASSACHUSETTS NON-PROFIT CORPORATION

ARTICLE I
Articles of Organization

The name and purpose of the corporation shall be as set forth in the Articles of Organization and these bylaws. The powers of the corporation and of its directors and members and all matters concerning the conduct and regulation of the business of the corporation shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization, and the Articles of Organization are hereby made a part of these bylaws.

All references in these bylaws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation as from time to time amended.

ARTICLE II
Offices

Section 1 Principal Office

The principal office of the corporation for the transaction of its business will be located at 71 Main Street, Montague, MA 01351.

Section 2 Other Offices

The corporation may at any time establish a branch or subordinate offices or centers within or without the Commonwealth of Massachusetts, at any place where the corporation is qualified to conduct its business and activities.

ARTICLE III

Purpose

The primary purpose of this corporation shall be to operate exclusively for educational, charitable, medical and other non-profit purposes in accordance with G.L. c. 180, §4.

ARTICLE IV Nonpartisan Activities

This corporation has been formed as a Massachusetts nonprofit corporation, for the beneficial purposes described above, and it shall be nonprofit and nonpartisan. The corporation shall not participate in or intervene in any political campaign on behalf of or against any candidate for public office (including the publishing or distribution of statements) or attempt to influence legislation other than as permitted by laws governing the operation and maintenance of nonprofit organizations.

ARTICLE V Members

Section 1 Powers.

Members shall elect members and directors at annual meetings as provided herein. Members shall also have such rights and powers as determined by the board of directors.

Section 2 Annual Meeting.

The annual meeting of members shall be held on the second Monday in March of each year (or if that is a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at an hour fixed by the President and stated in the Notice of the meeting. The purposes for which the Annual Meeting is to be held, in addition to those prescribed by law, by the Articles of Organization, or by these Bylaws, may be specified by the President or by a majority of the Board of Directors. If no Annual Meeting is held in accordance with the foregoing provisions, a Special Meeting may be held in lieu thereof, and any action taken at such meeting shall have the same force and effect

as if taken at the Annual Meeting.

Section 3 Special Meetings.

Special Meetings of the members may be called by the President or by a majority of the Directors, and notice shall be given by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other officer. No call of a Special Meeting of the members shall be required if such notice of the meeting shall have been waived in writing (including a telegram) by every member entitled to notice thereof, or by his or her attorney thereunto authorized.

Section 4 Place of Meetings.

All meetings of the members shall be held at the principal office of the corporation or at such other location as the President, Board of Directors or persons calling the meeting shall designate. Any adjourned session of any meeting of the members shall be held as outlined above.

Section 5 Notice of Meetings.

A written notice of the place, date and hour of all meetings of members, stating the purposes of the meeting, shall be given at least seven (7) days before the meeting to each member entitled to vote by law, the Articles of Organization, or by these Bylaws to such notice, by leaving such notice with him or her or at his or her residence or usual place of business, or by mailing it, postage prepaid, and addressed to such member at his or her address as it appears in the records of the corporation. Such notice shall be given by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other officer or by a person designated either by the Clerk, by the person or persons calling the meeting or by a majority of the members. Whenever notice of a meeting is required to be given a member under any provision of law, or the Articles of Organization, or of these Bylaws, a written waiver thereof, executed before or after the meeting by such member or his or her attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

Section 6 Quorum.

At any meeting of the members, a quorum for the transaction of business shall consist of a majority of the members, except when a larger quorum is required by law, by the Articles of Organization or by these Bylaws. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 7 Voting.

Each member shall have one vote.

Section 8 Action by Consent.

Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if all members entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of the members. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9 Proxies.

Members entitled to vote may vote either in person or by written proxy dated not more than six (6) months before the meeting named therein, which proxies shall be filed with the Clerk or other person responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment of such meeting. A proxy purporting to be executed by or on behalf of a member shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

Section 10 Action at Meeting.

When a quorum is present, the action of the members on any matter properly brought before such meeting shall be decided by a

majority of the those present or represented and entitled to vote and voting on such matter, except where a different vote is required by law, the Articles of Organization or these Bylaws. Any election by members shall be determined by a plurality of the votes cast by the members entitled to vote at the election. No ballot shall be required for such election unless requested by a member present or represented at the meeting and entitled to vote in the election.

ARTICLE VI Directors

Section 1 Powers.

The business of the corporation shall be managed by a Board of Directors who shall have and may exercise all the powers of the corporation except as otherwise reserved to the members by law, by the Articles of Organization or by these Bylaws. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

Section 2 Enumeration and Election.

The Board of Directors shall consist of not less than three (3) directors, except that whenever there shall be only one (1) member the number of Directors shall be not less than one (1), and whenever there shall be only two members the number of Directors shall be not less than two (2). The Directors shall be chosen at the annual meeting of the members by such members as have the right to vote thereon.

Section 3 Vacancies.

The members having voting power may, at a special meeting called at least in part for the purpose, choose a successor to a Director whose office is vacant at any time.

Section 4 Enlargement of the Board.

The number of the Board of Directors may be increased and one

or more additional Directors elected at any special meeting of the members, called at least in part for the purpose.

Section 5 Tenure.

Except as otherwise provided by law, by the Articles of Organization or by these Bylaws, Directors shall hold office until the next annual meeting of members and thereafter until their successors are chosen and qualified. Any Director may resign by delivering his or her written resignation to the corporation at its principal office or to the President or Clerk. 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.

Section 6 Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places within the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Director who is absent when such times and places are fixed shall be given notice of the fixing of such times and places. The first meeting of the Board of Directors following the annual meeting of the members may be held without notice immediately after and at the same place as the annual meeting of the members or the special meeting held in lieu thereof. If in any year a meeting of the Board of Directors is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

Section 7 Special Meetings.

Special meetings of the Directors may be held at any time and at any place designated in the call of the meeting, when called by the President or the Treasurer or by two (2) or more of Directors, reasonable notice thereof being given to each Director by the Clerk, or by the officer or the Directors or one of the Directors calling the meeting.

Section 8 Notice.

It shall be reasonable and sufficient notice to a Director to send notice by mail at least forty-eight (48) hours or by telegram at least twenty-four (24) hours before the meeting addressed to him or her at his or her usual or last known business or residence address or to give notice to him or her in person or by telephone at least twenty-four (24) hours before the meeting. Notice of a meeting need not be given to any Director if a written waiver of notice, executed by him or her before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her. A notice or a waiver of notice not need specify the purposes of the meeting.

Section 9 Quorum.

At any meeting of the Directors, a quorum for any election or for the consideration of any question shall consist of a majority of the Directors then in office. Whether or not a quorum is present, any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the votes of a majority of the Directors present shall be requisite and sufficient for election to any office and shall decide any question brought before such meeting, except in any case where a larger vote is required by law, by the Articles of Organization or by these Bylaws.

Section 10 Action by Consent.

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting 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 consent shall be treated for all purposes as a vote of the Directors at a meeting.

Section 11 Committees.

The Board of Directors, by vote of a majority of the Directors then in office, may elect from its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organization, or by these Bylaws, they are prohibited from delegating. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors, or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these Bylaws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall, upon request, report its action to the Board of Directors. The Board of Directors shall have the power to rescind any action of any committee, but no such rescission shall have retroactive effect.

Section 12 Action by Telephonic Communication.

Any action that could be taken at a regular or special meeting or by consent may also be taken by consultation on the telephone provided that all other requirements with regard to quorum and notice shall be met. With regard to any vote taken pursuant to telephonic communication, as soon as is practicable thereafter, written notice of the action taken by telephonic communication shall be mailed to each member of the Board of Directors and a copy of same shall be kept with the Corporate Minutes.

**ARTICLE VII
Officers and Agents**

Section 1 Enumeration; Qualification.

The officers of the corporation shall be a President, a Clerk, and such other officers, if any, as the Directors from time to time in their discretion elect or appoint. 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 two or more offices may be held by the same person. 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.

Section 2 Powers.

Subject to law, to the Articles of Organization and to the other provisions of these Bylaws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his or her office and such duties and powers as the Directors may from time to time designate.

Section 3 Tenure.

Except as otherwise provided by law or by the Articles of Organization or by these Bylaws, the President, the Treasurer and the Clerk shall hold office until the first meeting of the Directors following the next annual meeting of the members and until their respective successors are chosen and qualified, and each other officer shall hold office until the first meeting of the Directors following the next annual meeting of the members and until their respective successors are chosen and qualified, unless a different period shall have been specified by the terms of his or her election or appointment, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his or her authority at the pleasure of the Directors.

Section 4 Election.

The President, Treasurer and Clerk shall be elected annually by the Directors at their first meeting following the annual meeting of members, or the special meeting held in lieu thereof. Other officers may be chosen by the Directors at such meeting or at any other meeting.

Section 5 President.

The President, when present, shall preside at all meetings of the members and of the Directors. The President shall have general charge of and control over the affairs of the Corporation subject to decisions of the Board of Directors. It shall be his or her duty and he or she shall have the power to see that all orders and resolutions of the Directors are carried into effect. The President shall, from time to time, report to the Directors all matters within his or her knowledge which the interests of the corporation may require to be brought to its notice. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 6 Treasurer.

The Treasurer shall keep or cause to be kept full and accurate accounts of receipt and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as shall be designated by the Directors or, in the absence of such designation, in such depositories as he or she shall, from time to time, deem proper. He or she shall disburse the funds of the corporation as shall be ordered by the Directors, taking proper vouchers for such disbursements. He or she shall promptly render to the President and to the Directors such statements of his or her transactions and accounts as the President and a majority of the Directors respectively may from time to time, acquire. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 7 Clerk.

The Clerk shall record in books kept for the purpose all votes and proceedings of the members and the Directors at their meetings. The Clerk shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

**ARTICLE VIII
Resignations, Removals and Vacancies**

Section 1 Resignations.

Any director or officer may resign at any time by delivering his or her resignation in writing to the President or the Clerk or to a meeting of the Directors. Such resignation shall take effect at such time as is specified therein, or if no such time is so specified then upon delivery thereof.

Section 2 Removals.

Directors may be removed with or without assignment of cause by vote of a majority of the members entitled to vote in the election of Directors.

Section 3 Vacancies.

Any vacancy in the Board of Directors may be filled by vote of a majority of the members entitled to vote in the election of Directors.

If any office becomes vacant, the members may elect or appoint a successor by the vote of a majority of the members.

Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor shall be elected or appointed and qualified, or until he or she sooner dies, resigns, is removed or becomes disqualified.

ARTICLE IX

Indemnification of Directors and Others

The members, directors, and officers shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or officer of the corporation, or at its request as a Director, Trustee, Officer, Employee or other Agent of any organization in which the corporation owns shares or of which it is a creditor,

against all liabilities and expenses, including but not limited to amounts paid in satisfaction of judgments, in compromise or as fines and penalties and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while serving or thereafter, by reason of his or her being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that this action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, employee, or Agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless:

- (a) such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification by a disinterested majority of the Directors then in office or by a majority of the disinterested members entitled to vote for Directors; or
- (b) in the absence of action by disinterested directors or members, there has been obtained at the request of a majority of the Directors then in office an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation.

Expenses including counsel fees, reasonably incurred by any such Director, Officer, Trustee, Employee, or Agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an agreement by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such

Directors, Officers, Trustees, Employees or Agents may be entitled by contract or otherwise under Law. As used in this Article, the terms "Directors," "Officer," "Trustee," "Employee" and "Agent" include their respective heirs, executors and administrators, and an "interested" Director, Officer, Trustee, 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.

ARTICLE X
Inspection of Records

Books, accounts, documents and records of the corporation shall be open to inspection by any Director or member at all times during the usual hours of business. The original, or attested copies, of the Articles of Organization, Bylaws, and records of all meetings of the incorporators and members, shall be kept at the principal office of the corporation. They shall be available at all reasonable times to the inspection of any director or member for any proper purpose, but not to secure a list of directors or members for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a director or member, relative to the affairs of the corporation.

ARTICLE XI
Execution of Papers

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the corporation shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise determine.

ARTICLE XII
Voting of Securities

Except as the Directors may generally or in particular cases otherwise specify, the President or the Treasurer may on behalf of the corporation vote or take any other action with respect to any beneficial interest of any other corporation, or of any

association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the corporation, with or without power of substitution, at any meeting thereof.

ARTICLE XIII
Checks, Notes, Drafts and Other Instruments

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the corporation may be signed by any officer or officers or person or persons authorized by the Directors to sign the same. No officer or persons shall sign any such instrument as aforesaid unless authorized by the Directors to do so.

ARTICLE XIV
Seal

The seal of the corporation shall be circular in form, bearing its name, the year of its incorporation and if authorized by the President, the "Commonwealth of Massachusetts." The Treasurer shall have custody of the seal and may affix it (as may any other officer if authorized by the Directors) to any instrument requiring the corporate seal.

ARTICLE XV
Fiscal Year

The fiscal year of the corporation shall in each year end on December 31.

ARTICLE XVI
Evidence of Authority

A certificate by the Clerk as to any matter relative to the Articles of Organization, Bylaws, records of the proceedings of the incorporators, members, Board of Directors, or any committee of the Board of Directors, or as to any action taken by any person

or persons as an officer or agent of the corporation, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

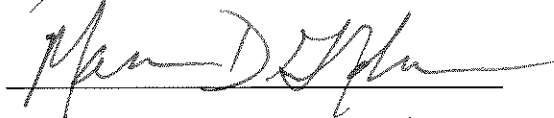
ARTICLE XVII
Dissolution

After dissolution of the organization or termination of its non-profit status, and after satisfaction of all debts, liens, obligations, or other monies owed, all remaining resources, income, and/or assets of the organization shall strictly inure to a separate non-profit organization and not to any private person, except for as described above.

ARTICLE XVIII
Amendments

These Bylaws may be amended or repealed in whole or in part by the affirmative vote of a majority of the members and entitled to vote at any annual or special meeting of members, provided that notice or the substance of the proposed amendment is stated in the notice of such meeting. Not later than the time of giving notice of the meeting of members next following the making, amending or repealing by the Directors of any Bylaw, notice thereof stating the substance of such change shall be given to all members entitled to vote on amending the Bylaws. No change in the date fixed in these Bylaws for the annual meeting of members may be made within sixty (60) days before the date fixed in these Bylaws, and in case of any change in such date, notice thereof shall be given to each member in person or by letter mailed to his or her last known post office address at least twenty (20) days before the new date fixed for such meeting.

Adopted 11/11/13 (date)



AMENDED ARTICLES OF ORGANIZATION
(Exhibit 1.7)

This exhibit must be completed and attached to a required document (if applicable) and submitted as part of the application.

Corporation Name: ANL, Inc.

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

YES

NO

The Commonwealth of Massachusetts

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

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS OF NON-PROFIT CORPORATIONS (General Laws, Chapter 180, Section 6D)

I, Marina D. Goldman, *Clerk / *Assistant Clerk

of ANL, INC.
(Exact name of corporation)

having a principal office at 71 Main Street, Montague, MA 01351
(Street address of corporation in Massachusetts)

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential address, and expiration of term of each director and the president, treasurer and clerk are as follows:

	NAME	RESIDENTIAL ADDRESS	EXPIRATION OF TERM OF OFFICE
President:	Joshua N. Goldman	71 Main Street, Montague, MA 01351	2015
Treasurer:	Marina D. Goldman	71 Main Street, Montague, MA 01351	2015
Clerk:	Marina D. Goldman	71 Main Street, Montague, MA 01351	2015
**Assistant Clerk:			
Directors:	Joshua N. Goldman	71 Main Street, Montague, MA 01351	2015
	Marina D. Goldman	71 Main Street, Montague, MA 01351	2015
	Susan C. Lowry, MD	274 Greenfield Rd, Montague, MA 01351	2015
	Robert Cohn	124 Highland Avenue, Greenfield, MA	2015

Please see attached sheet

SIGNED UNDER THE PENALTIES OF PERJURY, this 5th day of November, 20 13

Marina Goldman, *Clerk / *Assistant Clerk

*Delete the inapplicable words.

**Please provide the name and residential address of the assistant clerk if he/she is executing this certificate of change.

THE COMMONWEALTH OF MASSACHUSETTS
CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS
OF NON-PROFIT CORPORATIONS

ANL, INC

Federal ID 46-3450409

	<u>NAME</u>	<u>RESIDENTIAL ADDRESS</u>	<u>EXPIRATION OF TERM OF OFFICE</u>
Director	Lyle Craker, Ph.D	176 Heatherstone, Amherst, MA 01002	2015
Director	Beth Fox	76 Meadow Lane, Greenfield, MA 01301	2015
Director	Stephen Fox, MD	76 Meadow Lane, Greenfield, MA 01301	2015
Director	John Stobierski, Esq.	254 River Road, Deerfield, MA 01342	2015



ORIGINAL

PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)

This exhibit must be completed and submitted as part of the application.

Corporation Name: ANL, Inc. Application # (if more than one): _____

Corporation Name	Chief Executive Officer	CEO Business Phone & Email	Corporation's Board Officers	Corporate Relationship to Applicant
1 Deerfield Industries	Josh Goldman	(413)626-0096 josh@australis.us	President/Chair: Josh Goldman Treasurer: John Stobierski Clerk/Secretary: John Stobierski	Corporation formed to assist ANL in real estate acquisition, build-out, construction phase, and provide services thereafter. Both Board Officers of Deerfield Industry are Board and Executive Team Members of ANL.
2			President/Chair: Treasurer: Clerk/Secretary:	
3			President/Chair: Treasurer: Clerk/Secretary:	

REFERENCES
(Exhibit 1.9)

This exhibit must be completed and submitted as part of the application.

Corporation Name: A New Leaf, Incorporated Application # (if more than one): _____

Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1 Dr. Alan Weiner	(c) (413) 687-1087 aweiner@cleanslatecenters.com	Ms. Goldman, NP, is a co-worker and colleague of Dr. Weiner. They practice at Clean Slate, an additions treatment facility.	1999- present
2 Dr. Ziad Sifri	(973) 972-2400 Zs0072@gmail.com	Ms. Goldman, NP, works with Dr. Sifri, who is the Founder and President of ISHI Global, a volunteer, non-profit health care organization providing free surgical services in underserved communities worldwide.	2010-2013
3 Robert Pura, President	(413) 775-1410 Pura@gcc.mass.edu	Ms. Goldman, NP, serves on the Greenfield Community College Foundation Board with Mr. Pura. He is the President of the Board.	2011-2013



ORIGINAL

EXECUTIVE MANAGEMENT TEAM

(Exhibit 2.1)

This exhibit must be completed and submitted as part of the application.

Corporation Name: ANL, Inc. Application # (if more than one): _____

Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1 Executive Chair	Joshua Goldman	[REDACTED]	josh@australia.us (413) 863-2040	1 Australia Way, Turners Falls, Ma. 01376
2 Executive Director	Marina Goldman	[REDACTED]	Marinagold2@yahoo.com (413) 376-4343	278 Main St., Greenfield, Ma. 01301
3 General Counsel	John Stobierski	[REDACTED]	john@stobierski.com (413) 774-2867	377 Main St. Greenfield, Ma 01301
4 Chief of Dispensary Operations	Beth Fox	[REDACTED]	bstarfox@gmail.com (413) 545-0100	Hampshire House 131 County Circle Amherst, Ma 01003
5 Other(specify)				

RESUMES FOR EXECUTIVE MANAGEMENT TEAM
(Exhibit2.2)

This exhibit must be completed and attached to the required documents and submitted as part of the application.

Corporation Name: ANL, Inc.
Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Executive Chair	Joshua Goldman
2	Executive Director	Marina Goldman
3	General Counsel	John Stobierski
4	Chief of Dispensary Operations	Beth Fox
5	Other(specify)	
6	Other(specify)	

ANL, INC., EXECUTIVE CHAIR
Joshua N. Goldman
71 Main Street / PO Box 266
Montague, MA 01351
(413) 367-0036

Professional Experience

Co-Founder and Chief Executive Officer, Australis Aquaculture, LLC **2004-Present**

- Created one of the leading health and sustainability brands in the seafood sector
- Developed large scale production for a new species
- Developed sales and marketing program that resulted in placements in approximately 4,000 retail locations across N. America and Australia.

Sr. Consultant, Aquatic Advisors, LLC, Montague, MA **2001-2004**

- Provided consulting services to aquaculture clients in the US, Australia, Europe and mid east.
- Focused on environmental performance, sustainably, production and marketing
- Conducted complex technical analysis and regulatory negotiations on behalf of clients

Co-Founder, Great Bay Aquaculture, Newington, NH **2004**

- Developed first commercial marine fish hatchery in N. America producing cod and summer flounder for grow-out by third party producers.

Co-Founder, President, AquaFuture, Inc. Turners Falls, MA **1987 – 2000**

- Large hybrid striped bass farm with integrated hydroponics (lettuce, basil, herbs)

Co-Founder, Bioshelters, Inc. Amherst MA. **1986 – 1987**

- One of N. America's first commercial Tilapia farms, incorporating integrated hydroponics

Community Activities

Board Member, Seeds of Solidarity Education Center, Orange Mass

Chair, Finance Committee, Jewish Community of Amherst

Co-Chair, Capital Campaign, Jewish Community of Amherst

Frequent speaker and mentor to young scientists interested in sustainably and agriculture.

Awards and Recognitions

Featured in more than 200 media articles, including 2011 cover story of TIME Magazine.

Served on numerous government and industries panels for the National Marine Fisheries Service, the US Department of Agriculture, Environmental Defense Fund, Monterey Bay Aquarium, Chefs Collaborative.

Recipient of International Food Technologies' Boloffi award for Innovation in Food Production

Recipient, Seafood Choices Alliance's "Seafood Champion" award

Education

BA, Aquatic Bioengineering, Hampshire College, Amherst, MA 198

Division III Thesis on Integration of aquaculture and hydroponics. Graduate course work in Plant Nutrition.

Logonet: A three year professional development course in leadership and strategy, Berkley Ca

ANL, Inc. Executive Director
Marina D. Goldman
71 Main Street / PO Box 266
Montague, MA 01351
(413) 367-0036
marinagold2@yahoo.com

Highlights

- A experienced medical clinician and educator with exceptional organizational, interpersonal and communications skills.
- A project manager with a proven successful approach to problem-solving, managing under stressful conditions and meeting deadlines.

Professional Experience

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Executive Director, ANL Inc. | 2013-Present |
| Clinician, Clean Slate, Inc. | 2012-Present |
| <ul style="list-style-type: none">• Provide outpatient clinical treatment to opiate addicts | |
| Clinician, Brattleboro Retreat | 2011-2013 |
| <ul style="list-style-type: none">• Conduct physical and psychological assessments of patients as part of the admissions process• Provide medical services to resident patient population | |
| Consulting Health Educator | 2004-2005 |
| <ul style="list-style-type: none">• Presented medically expert educational sessions on biology, pathology, sexuality. to elementary middle school students at public and private schools in the pioneer valley• Developed health curriculum for secondary school.• Facilitated panel presentations for elementary and secondary schools. | |
| Clinician, West County Physicians, | 1989 – 2003 |
| <ul style="list-style-type: none">• Conducted primary healthcare clinic office visits for 7-15 clients per day.• Increased monthly office income and patient satisfaction.• Developed nursing triage and Nurse Practitioner protocols.• Consulted with pharmaceutical sales representatives and briefed physicians on new resources and samples. | |
| Nurse Practitioner, Tapestry Health Services, | 1989 – 2003 |
| <ul style="list-style-type: none">• Primary clinician for weekly health clinic.• Need one more bullet here about your experience. | |
| Editor, Consulting Producer, InLight Interactive | 1999-2001 |
| <ul style="list-style-type: none">• Wrote, provided technical review and acted in medical educational videos.• Consulted on short and longterm development planning. | |
-

MARINA GOLDMAN ANL, Inc. Executive Director

Founder & Executive Director, Over the Wall Cycling Adventures, 2000 – 2003

- Designed and implemented outdoor education summer programs for at-risk youth.
- Led workshops in healthy choices, peer counseling, sexuality and self-defense.
- Successful at obtaining grants and individual donations to support the program.

Community Activities

Board Member, Greenfield Community College Foundation

Boar Member, Mountaintop for Woman's Progress (Freetown, Sierra Leone)

Board Member, Sy's Fund (Greenfield, MA)

Member, Bystate Franklin Medical Center Community Forum Advisory Committee

Volunteer Coordinator, International Surgical Health Initiative (ISHI Global)

United State Peace Corps, Sierra Leone West Africa

Education

**Masters of Science in Nursing Clinical Nurse Specialist
Massachusetts General Hospital, Boston, MA**

**Bachelor of Arts (Psychology & Theater)
Hamilton College. Clinton, NY**

**Registered Nurse Practitioner (Mass #186337 NP)
Registered Nurse Clinician (NAACOG Certification).**

Additional Skills

Fundraising

- Managed numerous community events to raise funds and awareness for artistic, medical, political and social service organizations.

Communication Skills

- Able to communicate using a variety of methods including: presentations, directing, acting and videography.
- Proficient in a wide range of writing styles including: medical protocols, scripts, fiction and grant writing.

Languages

- French, Krio, American Sign Language.
-

**ANL, Inc. General Counsel
JOHN J. STOBIEFSKI
377 MAIN STREET
GREENFIELD, MASSACHUSETTS 01301
TELEPHONE: 413-774-2867
FAX: 413-774-6551
E-MAIL: john@stobierski.com**

Education: 1982 - Drew University, B.A. Economics and Political Science
Harry S. Truman Scholar, 1980
1986 - Suffolk University, J.D.; National Trial Team

Professional History:

1986 - 1988	Sole Practitioner, Greenfield, MA
1988 - 1990	Partner-Law Firm of Merrigan and Stobierski, Greenfield, MA – General Practice with concentrations in personal injury, real estate, business law, estate planning and criminal matters
1990 - Present	Partner-Law Firm of Stobierski & Stobierski Greenfield, MA - General practice with a concentration on representing plaintiffs in tort actions, sex abuse claims, complex litigation and employment law.

Memberships:

Franklin County Bar Association – Chair & Legislative Committee 1992-?
Massachusetts Academy of Trial Attorneys – Board of Governors 1996 to date
American Bar Association – Member, House of Delegates 1984-1986
American Trial Lawyers Association
Massachusetts Bar Association

Community Involvement:

Town of Deerfield Finance Committee, 2005 – 2008
Deerfield Town Committee Democratic Chair, 2001 – date
Franklin County Commissioner, 1992 – 1999
Executive Committee, Franklin Council of Governments, 1999-2000
Co-Chair, Franklin County Reinventing Justice Courthouse Committee, 1992-2005

ANL, Inc. General Counsel
John Stobierski, Esq.

Notable Cases:

Russell v. Osterman Gas, Franklin County Superior Court Civil Action No. 05-00017-A, Awarded the highest jury verdict in Hampshire or Franklin County for the victim of a gas explosion after three weeks of trial.

Estate of Ryan Perry v. Martineau, Franklin County Superior Court Civil Action No. 99-005, Eighteen year old Ryan Perry was watching the movie *Pulp Fiction* when his best friend retrieved a handgun improperly stored by his roommate. As he wielded the weapon, it accidentally discharged killing Perry. The case established law on appeal that an owner is liable for the foreseeable harm his gun causes.

Doe v. Diocese of Springfield, Hampden Superior Court Civil Action No. 02-385, Represented 46 survivors of clergy abuse against the Diocese of Springfield. Achieved the highest per person group settlement in Massachusetts clergy sex abuse history. The litigation uncovered a child sex abuse ring within the leadership of the Diocese which led to the only indictment of a sitting Bishop in the United States. The firm's work was featured in a Public Broadcasting Film and received frequent attention in the national and international media. I currently represent 25 additional survivors of clergy abuse with claims against the Diocese of Springfield.

Greenfield Country Estates v. Deep, 423 Mass. 81 (1996), Represented elderly and low income manufactured home owners in an action to own their park after a notorious slum lord wrongfully denied them ownership. The case established new law that a judge had the equitable authority to transfer property ownership to the tenants. The firm's efforts preserved the affordability of 66 units of moderate income housing in Greenfield.

Franklin v. War Tax Resisters Franklin County Superior Court Civil Action. Represented a couple who purchased a home at a tax auction from individuals who refused to pay their taxes in opposition to the United States Military Policies. The War Tax Resisters in civil disobedience occupied the buyer's home and persecuted them for their beliefs. I became enmeshed in a highly publicized debate involving the rule of law and civil disobedience. The case received national attention, has been written about in numerous books and was made into a Sundance Festival film.

Beth Starosta Fox
ANL, Inc.
Chief of Dispensary Operations
76 Meadow Lane
Greenfield, MA 01301
413.522.8632
bstarfox@gmail.com

Education:

Northfield Mount Hermon School '87
Mount Holyoke College, B.A. '91

Skills:

Organization, attention to detail, leadership, public speaking, self-starter, volunteer motivation & coordination, fundraising, event planning, proficient in Microsoft office, email, social media for non-profits: Facebook & Twitter, website maintenance, languages: basic Spanish & French.

Employment:

2013- present New England Public Radio, Amherst. Corporate Support Associate. Emphasis on lead development and appointment setting for the station's four full-time corporate marketing representatives.

2012- present Artspace Community Arts Center, Greenfield. Fundraise event coordinator, outreach development & marketing including social media content for Facebook & Twitter, website management, office assistant, scheduler, & volunteer coordinator. Specific fundraising events include: *Valley Gives*, an annual on-line social media giving platform, *Hearts on Fire Live & Silent Auction*: Auctioneer, *Soup & Sass & Toast to Art*. Total event funds raised-\$12K.

2010-2011 Brick House Community Resource Center, Turners Falls. Outreach development & marketing, event planning, volunteer coordinator for *Powertown Music*, a music production program of the BHCRC.

2009-2010 Old Deerfield Productions, Deerfield. Educational content consultant, program designer, registrar for the launching of ODP's Summer Theatre Program for Children at Eaglebrook School.

1991-1995 South Hill Elementary School, Avon, CT & Pine Grove Elementary School, Ithaca, NY. Special Education Teacher's Assistant.

1989-1991 Planned Parenthood, Northampton & Womanshelter/Companeras, Holyoke. Office Intern & Hotline Advocate for domestic violence victims.

1984-1991 Cape Cod & Maine. Restaurant employment.

Beth Starosta Fox
ANL, Inc.
Chief of Dispensary Operations

Community Volunteer Experience:

Local Schools

2012-present Frontier Regional School, South Deerfield. Frontier Football Parents Association, President.

2010-2012 Northfield Mount Hermon School, Mt. Hermon. 25th Reunion & Gift Committee member, auction coordinator & auctioneer. Total funds raised-\$9K.

2003- 2006 Greenfield Public Schools, Greenfield. PTO, President.

Baystate Franklin Medical Center

2008-present BFMC Development committee member, spokesperson for Baystate Health Foundation's DVD, *The Circle of Giving*.

2007-2012 Community and social liaison; New physician recruits & families.

2005-2007 Event planner of awareness events at home residencies & businesses of Franklin County, committee member, *Second Century Campaign*. Campaign raised over 6 million dollars for new radiology department including MRI suites, ER renovations & private in-patient rooms.

Pioneer Valley Arts

2005-2011 Artspace Community Arts Center, Greenfield. Vice President, board member, annual fund drive. Chair, solicitor, volunteer coordinator, auctioneer for *Annual Hearts on Fire Live & Silent Auction*, Hope & Olive restaurant, Greenfield. Total funds raised over 4 years-\$27K for Artspace's music & art educational programs, financial aid for tuition and the Strings for Kids program in the Greenfield Public Schools.

2009-2011 *ARTJAM*, Turners Falls. Lead organizer, volunteer coordinator, booking manager for youth music & arts festival.

2008-2010 Old Deerfield Productions, Deerfield. Actor, board member, annual fund drive.

2006-2010 Sticks 'n' Stones, teen rock band. Tour & account manager, promoter. Sticks 'n' Stones performed at over 15 local venues and charity events including the Iron Horse Music Hall and annual AIDS Benefit Bay to Bridge bike ride.

Local Philanthropic Philosophy:

My husband, Stephen, and I firmly believe in supporting local, high quality organizations that are dear to us and have discovered the joy through the gift of giving. We value the many contacts & friendships we have made since moving to the Pioneer Valley in 2003 through our local philanthropy. Here are some organizations that we support: Academy of Music, Artspace Community Arts Center, Baystate Franklin Medical Center, CISA, CT River Watershed Council, Deerfield Elementary School, Double Edge Theatre, Green River Elementary School, Hampshire Bird Club, Massachusetts Audubon Society, Mount



ANL, Inc.
Beth Starosta Fox
Chief of Dispensary Operations

Holyoke College, New England Public Radio, Northfield Mount Hermon School, Old Deerfield Productions, Pioneer Valley Symphony Orchestra, YMCA of Greenfield.

Biography:

Born November 27, 1969, Thanksgiving day, Falmouth, MA, the youngest of five.
Married Stephen H. Fox, MD in 1992. We have three sons: Jack, 18, Oliver, 16 and Charlie, 13. Interests: family, music, art, theatre, philanthropy and Frontier football.

EVIDENCE OF CAPITAL
(Exhibit 4.1)

This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: ANL, Inc.

Application # (if more than one): _____

Total Capital needed for this application: \$ 500,000.00

Attach one-page bank statement.

This letter must be completed when the Corporation has its liquid operating capital in an individual account in the name of the Corporation's CEO/Executive Director or President of the Board of Directors instead of in the name of the Corporation. If this letter is not applicable, indicate N/A.

Date: N/A

Name of the Corporation:

Name of CEO/Executive Director of the Corporation:

Name of Account Holder:

This Letter of Commitment is to ensure access to the required liquid capital to support the operations of [NAME OF CORPORATION] if so approved by the Department of Public Health. The total required capital needed for this application equals \$_____.

As Chief Executive Officer/Executive Director or President of the Board of Directors of [NAME OF CORPORATION], I affirm that these funds will remain in [ACCOUNT #] with [FINANCIAL INSTITUTION NAME] for the sole purpose of supporting the operations of the Corporation. Exhibit 4.1 of this application includes a one-page copy of the bank statement referenced here.

Signature of CEO/Executive Director or President of the Board of Directors: _____

Print Name _____

Date: _____

Notary Public

On this (insert date) day of (insert month), 20__, before me, the undersigned notary public, personally appeared (insert name of document signer), proved to me through satisfactory evidence of identification, which were (insert type of ID presented), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (insert he/she/they) signed it voluntarily for its stated purpose.

If applicable, add:


- (as partner for (insert name of partnership), a partnership)
- (as (title) for (name of corporation), a corporation)
- (as attorney in fact for (name of principal), the principal)
- (as (title) for (name of entity/person), (a) (the) (type/description))

Signature of Notary Public


GREENFIELD SAVINGS BANK

In the neighborhood since 1869

Account Relationship Profile

Checking Account Number  Teller
 ANL INC Account Title:
 71 MAIN ST ANL INC
 MONTAGUE MA 01351-8913

Address Type Customer Primary Address

Account Nickname Tax ID Number 

Available Balance 500,876.54

Current Balance 500,876.54

Account Status Open

Relationship Plan Description

Maturity Date

Rate 0.0300

Direct Deposit No

Customer Relationships

Customer Name	Relationship	Privacy Act
<u>ANL INC</u>	Bus-Cmpy-Org	OK to share information
<u>JOSHUA GOLDMAN</u>	Auth Signer	OK to share information

INDIVIDUALS/ENTITIES CONTRIBUTING 5% OR MORE OF INITIAL CAPITAL
(Exhibit 4.2)

This exhibit must be completed and submitted as part of the application.

Corporation Name: ANL, Inc. Application # (if more than one): _____

Individual Name	Business Address	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1 Joshua Goldman	1 Australia Way, Turners Falls, Ma. 01376	\$ 250,000 % 50	cash	Executive Chair	N/A
2 John Stobierski	377 Main St. Greenfield, Ma. 01301	\$ 250,000 %50	cash	General Counsel	N/A
3 Add more rows as needed.....		\$ %			

Entity Name/ Business Address	Leadership Names	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1 N/A	CEO/ED: President/Chair:	\$ %			

 ORIGINAL

	Treasurer: Clerk/Secretary:				
2	Add more rows as needed.....	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %		

CAPITAL EXPENSES
(Exhibit 4.3)

This exhibit must be completed and submitted as part of the application.

Corporation Name: ANL, Inc. Application # (if more than one): _____

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$7,500	
2	Environmental survey	\$	
3	Permits and Fees	\$4,500	
4	Security assessment	\$	
5	Land/building cost	\$	
6	Site clean-up and preparation	\$5,000	
7	Other- Contingency	\$7,500	
8			
9			
	Build-out Costs		
1	Construction expenses	\$105,000	
2	Painting and finishes	\$15,000	
3	Security system	\$75,000	
4	Landscape work	\$3,500	
5	Parking facility	\$	
6	Other- Signage	\$2,500	
7	Retail Display	\$10,800	
8	Contingency	\$20,000	
9			
	Equipment Costs		
1	Vehicles and transportation	\$28,000	
2	Cultivation equipment	\$118,000	Based on detailed equipment listing provided by ACC
3	Furniture and storage needs	\$9,700	
4	Computer equipment	\$5,000	
5	HVAC	\$75,000	
6	Kitchen/food prep equipment	\$22,000	
7	Other- CO2 Extraction Equip	\$60,000	
8	Vulcan Drying System	\$16,000	
9	Contingency	\$15,000	
	TOTAL	\$ 600,000	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

This exhibit must be completed and submitted as part of the application.

Corporation Name: ANL, Inc. Application # (if more than one): ____
 Budget Period: First 12 months of operation (assumed to be
 Projected Number of Patients: 500 Number of Visits: 1,000/month (at end of year 1)

			Year ONE Budget	Budget Notes ¹
REVENUE				
1	Medical Marijuana sales		\$ 768,000	Assumes 500 active patients at end of year 1
2	Other supplies sold		\$14,000	Vaporizers, etc.
3	Other revenue sources		\$	
A	TOTAL REVENUE:		\$782,000	
PAYROLL EXPENSES				
	Personnel Category	# FTE		
1	xxx ⁱⁱ Horticultural Team	5	113,000	Phased in through year as production builds
2	Xxx Processing Team	3	46,000	Start production in month 5 following start up
3	Xxx Dispensary Staff	3.5	64,000	Start production in month 6 following start up
4	Xxx Managers & Admin	4	130,000	Exec Dir, Dispensary and Hort, Mgs, Admin
B	TOTAL SALARIES		\$353,000	
C	Fringe Rate and Total	30%	\$105,900	
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$458,900	
OTHER EXPENSES				
1	Consultants		\$24,000	ACC for 12 month contract
2	Equipment		\$5,500	replacement parts supporting maintenance
3	Supplies		\$110,229	Fertilizer, soil, grow bags, etc
4	Office Expenses		\$14,300	
5	Utilities		\$47,000	Primarily electricity for lighting and HVAC
6	Insurance		\$15,000	Based on quote received
7	Interest		\$150,000	Accruing, but not paid during year 1
8	Depreciation/Amortization		\$45,000	Based on 15% depreciation, plus amortization
9	Leasehold Expenses		\$48,000	Based on initial 5,200 Sq. Ft area leased
10	Bad Debt		\$1,000	1% of sales
11	DPH Permit Fee		\$50,000	
12	Advertising		\$15,000	
13	Patient Education Materials		\$5,000	
14	Other Misc		82,500	T&E, Professional fees, MIPs supplies, etc,
E	TOTAL OTHER EXPENSES		\$617,529	
	TOTAL EXPENSES: (D+E)		\$ 1,076,429	
	DIFFERENCE		\$(294,429)	

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

This exhibit must be completed and submitted as part of the application.

Corporation Name: ANL, Inc Application # (if more than one): N/A

Fiscal Year Time Period: August 2014 – August 2017 Projected Start Date for the First Full Fiscal Year: August, 2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2014	SECOND FULL FISCAL YEAR PROJECTIONS 2015	THIRD FULL FISCAL YEAR PROJECTIONS 2016
Projected Revenue	\$782,000	\$2,435,000	\$3,580,000
Projected Expenses	\$1,076,429	\$1,871,344	\$2,587,280
TOTAL :	\$1,858,429	\$4,306,344	\$6,167,280
Number of Patients	500 ⁱ	1,000	1,500
Number of Patient Visits	4,500	9,000	13,500
Projected % of growth rate annually	100%	50%	25%
Total FTE in staffing	13.5 FTE	22.5 FTE	29 FTE
Projected Medical Marijuana Inventory	45 Lbs.	60 Lbs.	90 Lbs.

ⁱ Enter projected information



ORIGINAL

EVIDENCE OF INTEREST IN DISPENSARY SITE
(Exhibit 5.1)

This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.

Corporation Name: ANL, Inc Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
253 Millers Falls Rd., Turners Falls, Ma 01376	Franklin	Option to lease

OPTION TO LEASE

This Option to Lease is made this 19 day of November, 2013 (the "Effective Date"), by and between **HALLMARK IMAGING INC.**, with an address of c/o Michael Peltier, 116 North Mountain Road, Dalton, Massachusetts 01226 ("Hallmark"), and **DEERFIELD INDUSTRIES, INC.**, with a mailing address of 71 Main Street, Montague, Massachusetts 01351 ("Deerfield").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hallmark grants to Deerfield an option to lease (the "Option") a portion of the building located at 253 Millers Falls Road, Turners Falls, Massachusetts (the "Premises"), as more particularly shown on Exhibit A, on the following terms:

1. **Acknowledgement.** Deerfield acknowledges that Hallmark has leased a portion of the property on which the Premises are located to a third party (the "Third Party Lease"). The Third Party Lease may be terminated if the Third Party is not award a Medical Marijuana Dispensary License.

2. **Option Period and Payments.** Hallmark hereby grants to Deerfield the Option to lease the Premises on substantially the terms indicated on Exhibit B. The Option shall expire ninety (90) days after the Effective Date (the "Option Period"). On the Effective Date, Deerfield shall pay Hallmark \$2,500 for the Option. Deerfield has three (3) options to extend the Option Period for three (3) periods of thirty (30) days each (each an "Option to Extend"). Each Option to Extend is exercisable by (i) providing written notice to Hallmark prior to the expiration of the Option Period, as the same may be extended by an Option to Extend, and (ii) payment of One Thousand and 00/100 Dollars on the date of such exercise. All payments are non-refundable and will not be applied toward rent under the contemplated lease. Failure of Deerfield to make any payment hereunder shall be a default under this Option to Lease entitling Hallmark to terminate the same.

3. **Exercise of Option.** The Option may be exercised at any time during the Option Period by written notice to Hallmark, provided that the Option may not be exercised (i) if the Third Party under the Third Party Lease is awarded a Medical Marijuana Dispensary License in Round 2 of Department of Public Health's process for awarding such licenses, and (ii) unless the Third Party Lease is terminated by either the Third Party or Hallmark. Hallmark shall provide written notice to Deerfield promptly following the termination of the Third Party Lease. Hallmark and Deerfield will then have fourteen (14) days from the date of Hallmark's notice (the "Negotiation Period") to negotiate in good-faith and execute, a mutually agreeable standard commercial lease, containing substantially the terms attached hereto as Exhibit B. If upon the expiration of the Negotiation Period no lease has been executed by both parties, then this Option to Lease shall terminate and all obligations of the parties shall cease.

[SIGNATURE PAGE FOLLOWS]

Rec'd
\$2,500.00
mca



ORIGINAL

EXHIBIT A

M
(me)

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EXHIBIT B

PROPOSED LEASE TERMS

1. **Initial Term.** Three (3) years
2. **Extension Terms.** Two (2) period of two (2) years
3. **Base Rent.** The Base Rent for the initial term shall be \$8.00 per square foot for the finished office space comprised of the stand-alone office building at the westerly portion of the facility and \$6.00 per square foot for the space shown as "Area 1" on Exhibit A, paid monthly. The parties will negotiate the Base Rent for each Extension Term after each is exercised.
4. **Additional Rent.** Deerfield's proportionate share of operating expenses and taxes.
5. **Right of First Refusal.** Deerfield shall have the right of first refusal to purchase the Premises.
6. **Deerfield's Permitted Use.** A Registered Medical Marijuana Dispensary.
7. **Maintenance.** Deerfield shall be responsible for all maintenance of the leased portion of the Premises.
8. **Build Out.** Deerfield shall be responsible for all improvements and alterations to the Premises necessary for the Permitted Use. All improvements and alterations, structural and non-structural are subject to Hallmark's prior written consent, which Hallmark shall not unreasonably withhold.



AGREEMENT

WHEREAS A New Leaf, Inc. ("ANL") is a duly formed non-profit, Massachusetts Corporation and intends to file an application with the Massachusetts Department of Public Health to obtain a medical marijuana dispensary license;

WHEREAS Deerfield Industries ("Deerfield") is a duly formed Massachusetts Corporation which is desirous of locating, and developing real estate in Franklin County, Massachusetts for the purpose of leasing said real estate to ANL;

WHEREAS Deerfield has secured options to lease two (2) locations in Montague, Massachusetts, has been in negotiations with a landowner for an option to lease for one site in Deerfield, Massachusetts and a second site in Greenfield, Massachusetts and has identified and has communicated with the owner of two other properties in Deerfield, Massachusetts and has under review several other potential medical marijuana dispensary locations in Franklin County;

WHEREAS Deerfield has advised all prospective property owners that it was desirous of entering into leasehold agreements for the express purpose of developing the property into a Medical Marijuana Dispensary and subleasing it to ANL

WHEREAS the purpose of this agreement is to confirm that Deerfield agrees to develop real estate in accordance with ANL's specifications and agrees to exclusively develop and pursue opportunities on ANL's behalf and to lease any interests in real estate it possesses at ANL's option;

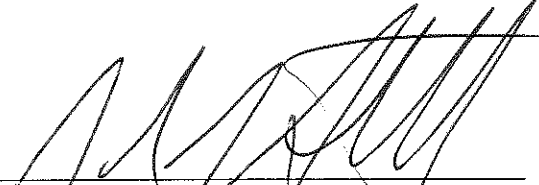
In consideration of the foregoing, ANL and Deerfield agree as follows:

1. Deerfield agrees to develop and lease to ANL any location in Franklin County in which it has obtained or may obtain an option to lease;
2. Deerfield currently holds an option to lease land at 24 Industrial Boulevard, Turners Falls, Massachusetts and agrees to exercise said option and enter into a standard commercial lease agreement with ANL, if ANL receives the provisional license from the Massachusetts Department of Public Health;
3. Deerfield has also entered into an option to lease with Hallmark Imaging, Inc. for a 32,000 square foot building and property located at 253 Millers Falls Road, Turners Falls, Massachusetts and agrees to exercise said option and enter into a standard commercial lease agreement with ANL, if ANL receives the provisional license from the Massachusetts Department of Public Health;

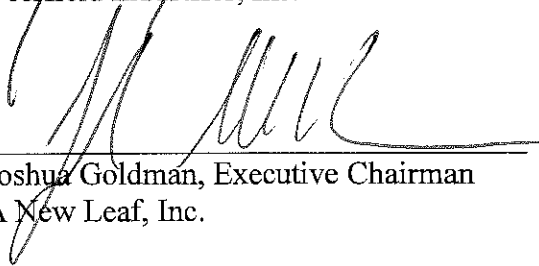
 ORIGINAL

4. Deerfield agrees to act as the developer and landlord for the 24 Industrial Boulevard, 253 Millers Falls Road site and/or any subsequent site and exercise lease options it holds and lease the finished premises to ANL.

DATED this 20th day of November, 2013.



John J. Stobierski, Secretary and Treasurer
Deerfield Industries, Inc.



Joshua Goldman, Executive Chairman
A New Leaf, Inc.

EVIDENCE OF INTEREST IN CULTIVATION SITE
(Exhibit 5.2)

This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.

Corporation Name: ANL, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
253 Millers Falls Rd., Turners Falls, MA 01376	Franklin	Option for lease
24 Industrial Blvd., Turners Falls, MA 01376	Franklin	Option for lease

OPTION TO LEASE

This Option to Lease is made this 19 day of November, 2013 (the "Effective Date"), by and between **HALLMARK IMAGING INC.**, with an address of c/o Michael Peltier, 116 North Mountain Road, Dalton, Massachusetts 01226 ("Hallmark"), and **DEERFIELD INDUSTRIES, INC.**, with a mailing address of 71 Main Street, Montague, Massachusetts 01351 ("Deerfield").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hallmark grants to Deerfield an option to lease (the "Option") a portion of the building located at 253 Millers Falls Road, Turners Falls, Massachusetts (the "Premises"), as more particularly shown on Exhibit A, on the following terms:

1. **Acknowledgement.** Deerfield acknowledges that Hallmark has leased a portion of the property on which the Premises are located to a third party (the "Third Party Lease"). The Third Party Lease may be terminated if the Third Party is not award a Medical Marijuana Dispensary License.

2. **Option Period and Payments.** Hallmark hereby grants to Deerfield the Option to lease the Premises on substantially the terms indicated on Exhibit B. The Option shall expire ninety (90) days after the Effective Date (the "Option Period"). On the Effective Date, Deerfield shall pay Hallmark \$2,500 for the Option. Deerfield has three (3) options to extend the Option Period for three (3) periods of thirty (30) days each (each an "Option to Extend"). Each Option to Extend is exercisable by (i) providing written notice to Hallmark prior to the expiration of the Option Period, as the same may be extended by an Option to Extend, and (ii) payment of One Thousand and 00/100 Dollars on the date of such exercise. All payments are non-refundable and will not be applied toward rent under the contemplated lease. Failure of Deerfield to make any payment hereunder shall be a default under this Option to Lease entitling Hallmark to terminate the same.

3. **Exercise of Option.** The Option may be exercised at any time during the Option Period by written notice to Hallmark, provided that the Option may not be exercised (i) if the Third Party under the Third Party Lease is awarded a Medical Marijuana Dispensary License in Round 2 of Department of Public Health's process for awarding such licenses, and (ii) unless the Third Party Lease is terminated by either the Third Party or Hallmark. Hallmark shall provide written notice to Deerfield promptly following the termination of the Third Party Lease. Hallmark and Deerfield will then have fourteen (14) days from the date of Hallmark's notice (the "Negotiation Period") to negotiate in good-faith and execute, a mutually agreeable standard commercial lease, containing substantially the terms attached hereto as Exhibit B. If upon the expiration of the Negotiation Period no lease has been executed by both parties, then this Option to Lease shall terminate and all obligations of the parties shall cease.

[SIGNATURE PAGE FOLLOWS]



 ORIGINAL

EXHIBIT A



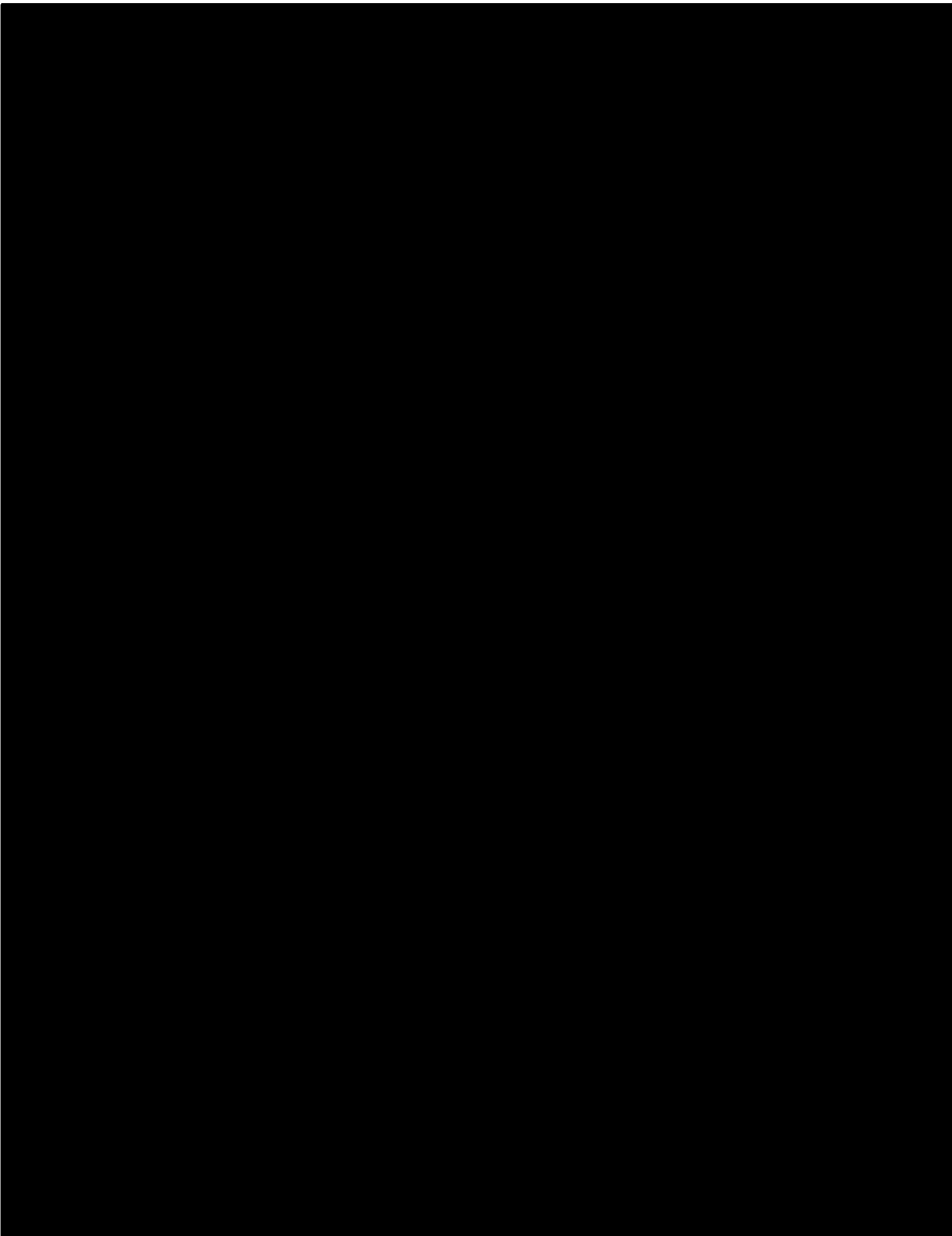



EXHIBIT B

PROPOSED LEASE TERMS

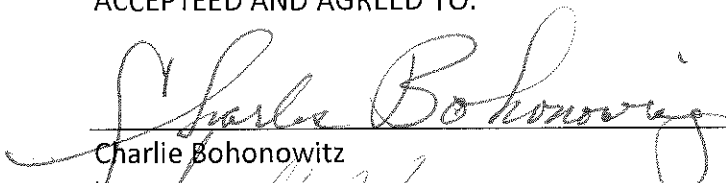
1. **Initial Term.** Three (3) years
2. **Extension Terms.** Two (2) period of two (2) years
3. **Base Rent.** The Base Rent for the initial term shall be \$8.00 per square foot for the finished office space comprised of the stand-alone office building at the westerly portion of the facility and \$6.00 per square foot for the space shown as "Area 1" on Exhibit A, paid monthly. The parties will negotiate the Base Rent for each Extension Term after each is exercised.
4. **Additional Rent.** Deerfield's proportionate share of operating expenses and taxes.
5. **Right of First Refusal.** Deerfield shall have the right of first refusal to purchase the Premises.
6. **Deerfield's Permitted Use.** A Registered Medical Marijuana Dispensary.
7. **Maintenance.** Deerfield shall be responsible for all maintenance of the leased portion of the Premises.
8. **Build Out.** Deerfield shall be responsible for all improvements and alterations to the Premises necessary for the Permitted Use. All improvements and alterations, structural and non-structural are subject to Hallmark's prior written consent, which Hallmark shall not unreasonably withhold.

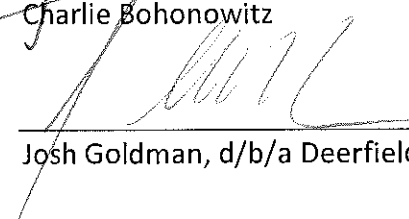


Option to Lease Land

1. Granting of Lease Option – Charlie Bohonowitz ('Bohonowitz') who owns undeveloped land at 24 Industrial Blvd, Turners Falls hereby grants an irrevocable six month option to Deerfield Industries, Incorporated ("Deerfield Industries") to lease approximately 2 acres of land at the Southwesterly portion of his property. Payment for the initial option shall be \$500 paid upon execution. Said option shall be renewable for an additional six month period at optionee's discretion for an additional payment of \$2,500.
2. Lease Terms –Bohonowitz shall grant Deerfield Industries a four (4) year triple net lease beginning within 30 days of the issuance of DPH permit with lease being renewable for three (3) additional four (4) years terms.
3. Lease Cost - During the first term, Deerfield Industries shall pay \$2,000 per month, with such payments being made monthly, with the successive terms being adjusted based on the CPI, selected local area of Boston in the BLS, over the preceding year.
4. Purchase – Bohonowitz shall offer Deerfield Industries, as a condition in of its lease, the first right of refusal to purchase the land leased by Deerfield Industries should it be offered for sale.
5. Acknowledgement and Assignment - Charlie Bohonowitz acknowledges that Deerfield Industries plans to develop the premises and sublease it to ANL, Inc. which plans to operate a Registered Marijuana Dispensary (RMD) consistent with the laws and regulations of the State of Massachusetts.
6. Grounds keeping & Maintenance – Upon commencement of the lease, Deerfield Industries/ANL's shall be responsible for maintaining the property in an attractive condition, consistent with the standards and requirements of the Industrial Park.
7. Leasehold–Bohonowitz shall provide land to lessee. Deerfield Industries shall be responsible for all buildings and improvements, fees and permits required to develop the land, at it sole expense.
8. Real Estate Taxes – The cost of the existing real estate taxes for the land shall continue to be paid by Bohonowitz. However, any increase in the current cost of the real estate taxes which occurs as a result of development or activities undertaken by Deerfield Industries/ANL, Inc. shall be paid by Deerfield Industries, Inc./ANL.

ACCEPTED AND AGREED TO:

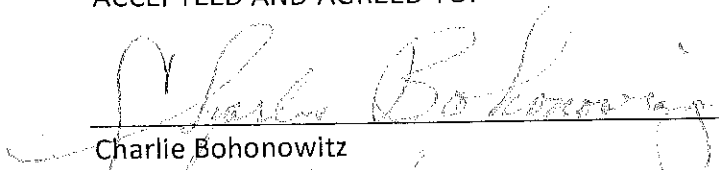

Charlie Bohonowitz _____ date 11/9/13

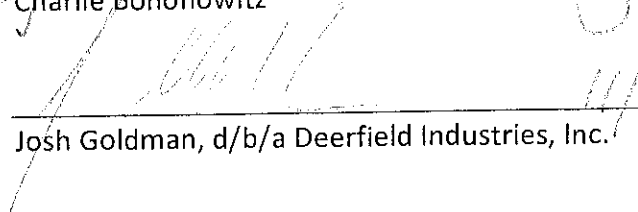

Josh Goldman, d/b/a Deerfield Industries, Inc. _____ date 11/7/13

Option to Lease Land

1. Granting of Lease Option – Charlie Bohonowitz ('Bohonowitz') who owns undeveloped land at 24 Industrial Blvd, Turners Falls hereby grants an irrevocable six month option to Deerfield Industries, Incorporated ("Deerfield Industries") to lease approximately 2 acres of land at the Southwesterly portion of his property. Payment for the initial option shall be \$500 paid upon execution. Said option shall be renewable for an additional six month period at optionee's discretion for an additional payment of \$2,500.
2. Lease Terms – Bohonowitz shall grant Deerfield Industries a four (4) year triple net lease beginning within 30 days of the issuance of DPH permit with lease being renewable for three (3) additional four (4) years terms.
3. Lease Cost - During the first term, Deerfield Industries shall pay \$2,000 per month, with such payments being made monthly, with the successive terms being adjusted based on the CPI, selected local area of Boston in the BLS, over the preceding year.
4. Purchase – Bohonowitz shall offer Deerfield Industries, as a condition in of its lease, the first right of refusal to purchase the land leased by Deerfield Industries should it be offered for sale.
5. Acknowledgement and Assignment - Charlie Bohonowitz acknowledges that Deerfield Industries plans to develop the premises and sublease it to ANL, Inc. which plans to operate a Registered Marijuana Dispensary (RMD) consistent with the laws and regulations of the State of Massachusetts.
6. Grounds keeping & Maintenance – Upon commencement of the lease, Deerfield Industries/ANL's shall be responsible for maintaining the property in an attractive condition, consistent with the standards and requirements of the Industrial Park.
7. Leasehold–Bohonowitz shall provide land to lessee. Deerfield Industries shall be responsible for all buildings and improvements, fees and permits required to develop the land, at it sole expense.
8. Real Estate Taxes – The cost of the existing real estate taxes for the land shall continue to be paid by Bohonowitz. However, any increase in the current cost of the real estate taxes which occurs as a result of development or activities undertaken by Deerfield Industries/ANL, Inc. shall be paid by Deerfield Industries, Inc./ANL.

ACCEPTTEED AND AGREED TO:


Charlie Bohonowitz 11/7/13
date


Josh Goldman, d/b/a Deerfield Industries, Inc. 11/7/13
date

AGREEMENT

WHEREAS A New Leaf, Inc. ("ANL") is a duly formed non-profit, Massachusetts Corporation and intends to file an application with the Massachusetts Department of Public Health to obtain a medical marijuana dispensary license;

WHEREAS Deerfield Industries ("Deerfield") is a duly formed Massachusetts Corporation which is desirous of locating, and developing real estate in Franklin County, Massachusetts for the purpose of leasing said real estate to ANL;

WHEREAS Deerfield has secured options to lease two (2) locations in Montague, Massachusetts, has been in negotiations with a landowner for an option to lease for one site in Deerfield, Massachusetts and a second site in Greenfield, Massachusetts and has identified and has communicated with the owner of two other properties in Deerfield, Massachusetts and has under review several other potential medical marijuana dispensary locations in Franklin County;

WHEREAS Deerfield has advised all prospective property owners that it was desirous of entering into leasehold agreements for the express purpose of developing the property into a Medical Marijuana Dispensary and subleasing it to ANL

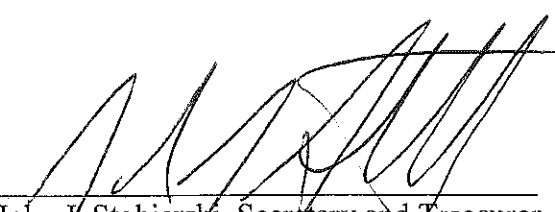
WHEREAS the purpose of this agreement is to confirm that Deerfield agrees to develop real estate in accordance with ANL's specifications and agrees to exclusively develop and pursue opportunities on ANL's behalf and to lease any interests in real estate it possesses at ANL's option;

In consideration of the foregoing, ANL and Deerfield agree as follows:

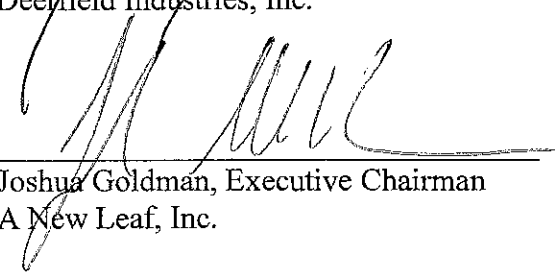
1. Deerfield agrees to develop and lease to ANL any location in Franklin County in which it has obtained or may obtain an option to lease;
2. Deerfield currently holds an option to lease land at 24 Industrial Boulevard, Turners Falls, Massachusetts and agrees to exercise said option and enter into a standard commercial lease agreement with ANL, if ANL receives the provisional license from the Massachusetts Department of Public Health;
3. Deerfield has also entered into an option to lease with Hallmark Imaging, Inc. for a 32,000 square foot building and property located at 253 Millers Falls Road, Turners Falls, Massachusetts and agrees to exercise said option and enter into a standard commercial lease agreement with ANL, if ANL receives the provisional license from the Massachusetts Department of Public Health;

4. Deerfield agrees to act as the developer and landlord for the 24 Industrial Boulevard, 253 Millers Falls Road site and/or any subsequent site and exercise lease options it holds and lease the finished premises to ANL.

DATED this 20th day of November, 2013.



John J. Stobierski, Secretary and Treasurer
Deerfield Industries, Inc.



Joshua Goldman, Executive Chairman
A New Leaf, Inc.

 ORIGINAL

EVIDENCE OF INTEREST IN PROCESSING SITE
(Exhibit 5.3)

This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.

Corporation Name: ANL, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
253 Millers Falls Rd., Turners Falls, Ma 01376	Franklin	Option to lease
24 Industrial Blvd., Turners Falls, Ma 01376	Franklin	Option to lease

OPTION TO LEASE

This Option to Lease is made this 19 day of November, 2013 (the "Effective Date"), by and between **HALLMARK IMAGING INC.**, with an address of c/o Michael Peltier, 116 North Mountain Road, Dalton, Massachusetts 01226 ("Hallmark"), and **DEERFIELD INDUSTRIES, INC.**, with a mailing address of 71 Main Street, Montague, Massachusetts 01351 ("Deerfield").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hallmark grants to Deerfield an option to lease (the "Option") a portion of the building located at 253 Millers Falls Road, Turners Falls, Massachusetts (the "Premises"), as more particularly shown on Exhibit A, on the following terms:

1. **Acknowledgement.** Deerfield acknowledges that Hallmark has leased a portion of the property on which the Premises are located to a third party (the "Third Party Lease"). The Third Party Lease may be terminated if the Third Party is not award a Medical Marijuana Dispensary License.

2. **Option Period and Payments.** Hallmark hereby grants to Deerfield the Option to lease the Premises on substantially the terms indicated on Exhibit B. The Option shall expire ninety (90) days after the Effective Date (the "Option Period"). On the Effective Date, Deerfield shall pay Hallmark \$2,500 for the Option. Deerfield has three (3) options to extend the Option Period for three (3) periods of thirty (30) days each (each an "Option to Extend"). Each Option to Extend is exercisable by (i) providing written notice to Hallmark prior to the expiration of the Option Period, as the same may be extended by an Option to Extend, and (ii) payment of One Thousand and 00/100 Dollars on the date of such exercise. All payments are non-refundable and will not be applied toward rent under the contemplated lease. Failure of Deerfield to make any payment hereunder shall be a default under this Option to Lease entitling Hallmark to terminate the same.

3. **Exercise of Option.** The Option may be exercised at any time during the Option Period by written notice to Hallmark, provided that the Option may not be exercised (i) if the Third Party under the Third Party Lease is awarded a Medical Marijuana Dispensary License in Round 2 of Department of Public Health's process for awarding such licenses, and (ii) unless the Third Party Lease is terminated by either the Third Party or Hallmark. Hallmark shall provide written notice to Deerfield promptly following the termination of the Third Party Lease. Hallmark and Deerfield will then have fourteen (14) days from the date of Hallmark's notice (the "Negotiation Period") to negotiate in good-faith and execute, a mutually agreeable standard commercial lease, containing substantially the terms attached hereto as Exhibit B. If upon the expiration of the Negotiation Period no lease has been executed by both parties, then this Option to Lease shall terminate and all obligations of the parties shall cease.

[SIGNATURE PAGE FOLLOWS]



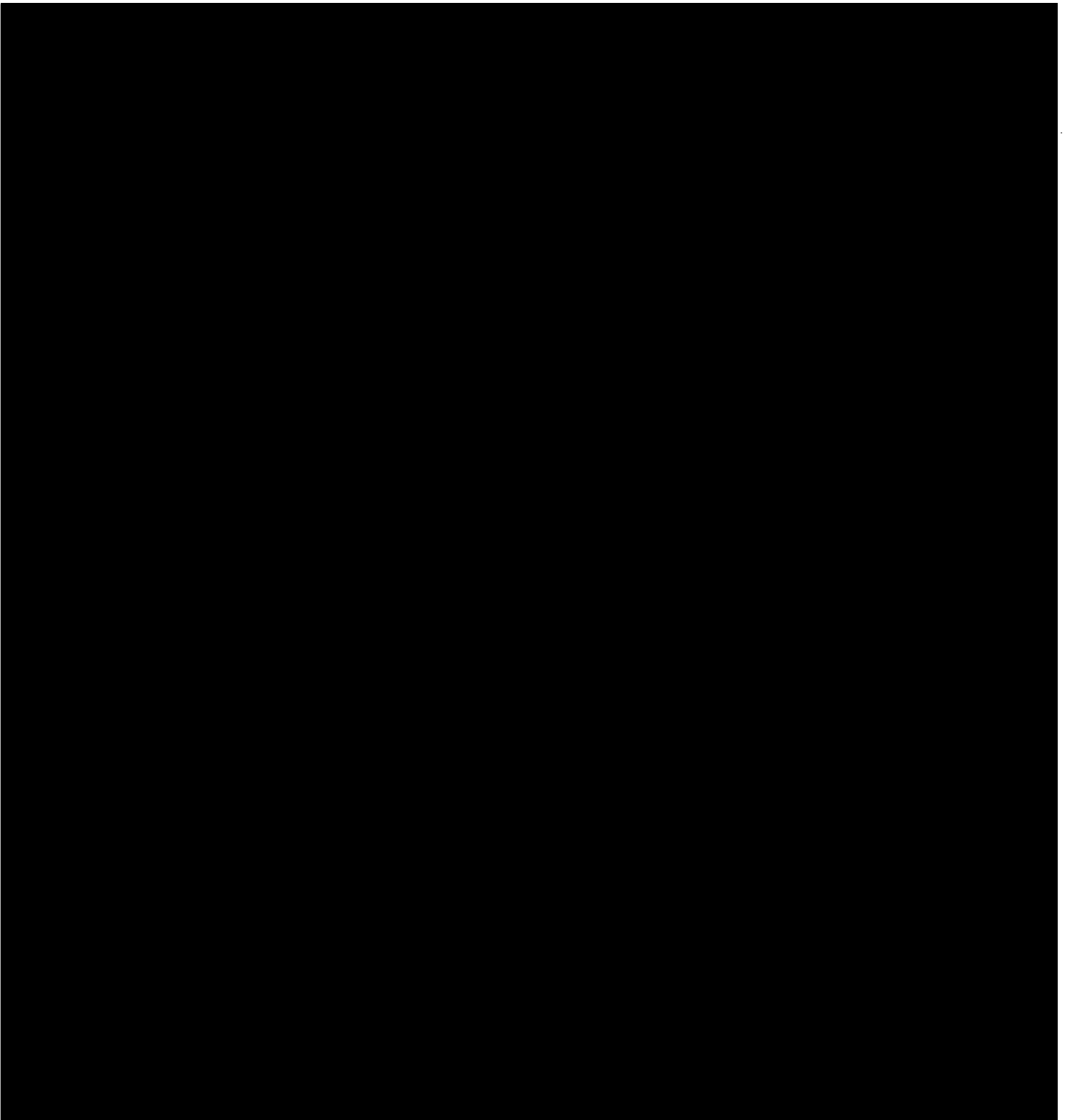
 ORIGINAL

EXHIBIT A






ORIGINAL



Handwritten signature or initials.

Handwritten word 'see' inside a circle.

EXHIBIT B

PROPOSED LEASE TERMS

1. **Initial Term.** Three (3) years
2. **Extension Terms.** Two (2) period of two (2) years
3. **Base Rent.** The Base Rent for the initial term shall be \$8.00 per square foot for the finished office space comprised of the stand-alone office building at the westerly portion of the facility and \$6.00 per square foot for the space shown as "Area 1" on Exhibit A, paid monthly. The parties will negotiate the Base Rent for each Extension Term after each is exercised.
4. **Additional Rent.** Deerfield's proportionate share of operating expenses and taxes.
5. **Right of First Refusal.** Deerfield shall have the right of first refusal to purchase the Premises.
6. **Deerfield's Permitted Use.** A Registered Medical Marijuana Dispensary.
7. **Maintenance.** Deerfield shall be responsible for all maintenance of the leased portion of the Premises.
8. **Build Out.** Deerfield shall be responsible for all improvements and alterations to the Premises necessary for the Permitted Use. All improvements and alterations, structural and non-structural are subject to Hallmark's prior written consent, which Hallmark shall not unreasonably withhold.



AGREEMENT

WHEREAS A New Leaf, Inc. ("ANL") is a duly formed non-profit, Massachusetts Corporation and intends to file an application with the Massachusetts Department of Public Health to obtain a medical marijuana dispensary license;

WHEREAS Deerfield Industries ("Deerfield") is a duly formed Massachusetts Corporation which is desirous of locating, and developing real estate in Franklin County, Massachusetts for the purpose of leasing said real estate to ANL;

WHEREAS Deerfield has secured options to lease two (2) locations in Montague, Massachusetts, has been in negotiations with a landowner for an option to lease for one site in Deerfield, Massachusetts and a second site in Greenfield, Massachusetts and has identified and has communicated with the owner of two other properties in Deerfield, Massachusetts and has under review several other potential medical marijuana dispensary locations in Franklin County;

WHEREAS Deerfield has advised all prospective property owners that it was desirous of entering into leasehold agreements for the express purpose of developing the property into a Medical Marijuana Dispensary and subleasing it to ANL

WHEREAS the purpose of this agreement is to confirm that Deerfield agrees to develop real estate in accordance with ANL's specifications and agrees to exclusively develop and pursue opportunities on ANL's behalf and to lease any interests in real estate it possesses at ANL's option;

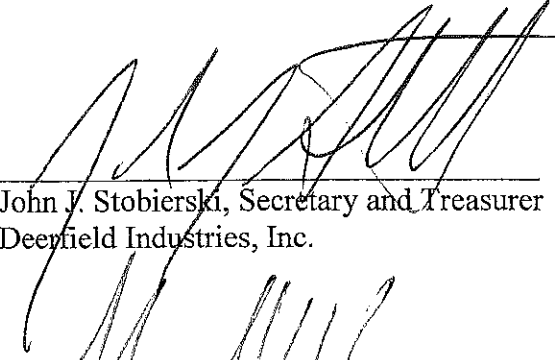
In consideration of the foregoing, ANL and Deerfield agree as follows:

1. Deerfield agrees to develop and lease to ANL any location in Franklin County in which it has obtained or may obtain an option to lease;
2. Deerfield currently holds an option to lease land at 24 Industrial Boulevard, Turners Falls, Massachusetts and agrees to exercise said option and enter into a standard commercial lease agreement with ANL, if ANL receives the provisional license from the Massachusetts Department of Public Health;
3. Deerfield has also entered into an option to lease with Hallmark Imaging, Inc. for a 32,000 square foot building and property located at 253 Millers Falls Road, Turners Falls, Massachusetts and agrees to exercise said option and enter into a standard commercial lease agreement with ANL, if ANL receives the provisional license from the Massachusetts Department of Public Health;

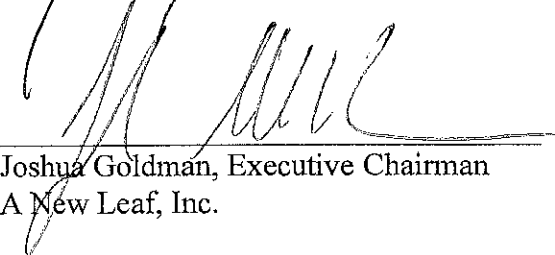
 ORIGINAL

4. Deerfield agrees to act as the developer and landlord for the 24 Industrial Boulevard, 253 Millers Falls Road site and/or any subsequent site and exercise lease options it holds and lease the finished premises to ANL.

DATED this 20th day of November, 2013.



John J. Stobierski, Secretary and Treasurer
Deerfield Industries, Inc.



Joshua Goldman, Executive Chairman
A New Leaf, Inc.

EVIDENCE OF LOCAL SUPPORT
(Exhibit 5.4)

This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.

Corporation Name: ANL, Inc. Application # (if more than one): _____

Site	City/Town	County	Type of Support Attached
1	Montague	Franklin	Letters of Support from the Montague Select Board, the Board of Health and the Town Administrator
2	Montague	Franklin	Boards of Health, Selectmen, and TA



GINA MCNEELY, R.S.
DIRECTOR OF PUBLIC HEALTH

MONTAGUE BOARD OF HEALTH

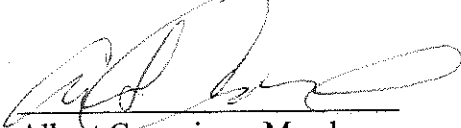
One Avenue A · Turners Falls, MA 01376

Telephone 413 - 863 - 3200 Ext 205 · Fax 413 - 863 - 3225

We, the Montague Board of Health, do hereby signify our support and approval of ANL's efforts to site a Registered Marijuana Dispensary in the Town of Montague, by affixing our signatures below. ANL has provided the Board with detailed descriptions of their plans, has met with the appropriate parties, including this Board, and has deep ties in the community. We look forward to working with ANL in the future.



Michael Nelson, Chair



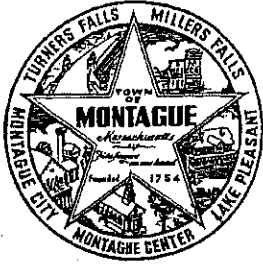
Albert Cummings, Member



Chris Boutwell, Member

Dated: 11/14/2013

 ORIGINAL



Board of Selectmen
Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

November 19, 2013

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street
Boston, MA 02108-4619

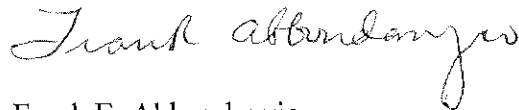
RE: ANL, Inc.

To Whom it may concern:

At their meeting of November 18, 2013, the Board of Selectmen voted to support the application for A New Leaf, Inc. to locate a registered marijuana dispensary in the Town of Montague, notwithstanding the possibility that further qualified candidates may come forward looking for support that the Board of Selectmen may support as well.

Sincerely,

TOWN OF MONTAGUE



Frank E. Abbondanzio
Town Administrator

SUMMARY CHART OF LOCATIONS AND LOCAL SUPPORT
(Exhibit 5.5)

This exhibit must be completed or marked N/A and submitted as part of the application.

Corporation Name: ANL, Inc. Application # (if more than one): _____

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1 Dispensing	253 Millers Falls Rd., Turners Falls, MA 01376	Lease option	Letters of Support from: Montague Select Board, Town Administrator, and Board of Health; Franklin County Sheriff Christopher Donelan; Greenfield Mayor William Martin; Franklin County Chamber of Commerce
2 Cultivation	253 Millers Falls Rd., Turners Falls, MA 01376	Lease option	Letters of Support from: Montague Select Board, Town Administrator, and Board of Health; Franklin County Sheriff Christopher Donelan; Greenfield Mayor William Martin; Franklin County Chamber of Commerce
3 Processing	253 Millers Falls Rd., Turners Falls, MA 01376	Lease option	Letters of Support from: Montague Select Board, Town Administrator, and Board of

					Health; Franklin County Sheriff Christopher Donelan; Greenfield Mayor William Martin; Franklin County Chamber of Commerce
--	--	--	--	--	------------------------------------------------------------------------------------------------------------------------------------

Commonwealth of Massachusetts

Office of the Sheriff

FRANKLIN COUNTY

 ORIGINAL

CHRISTOPHER J. DONELAN
SHERIFF



DAVID A. LANOIE
SUPERINTENDENT/SPECIAL SHERIFF

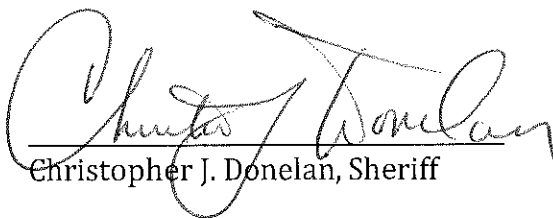
TO: Department of Public Health
FROM: Sheriff Christopher J. Donelan
DATE: November 19, 2013
RE: DPH RMD Approval

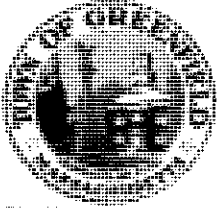
To Whom It May Concern:

I support A New Leaf, Incorporated in its effort to site a registered marijuana dispensary in Franklin County. I support ANL because they have shown a willingness to meet and work with local stakeholders, including law enforcement.

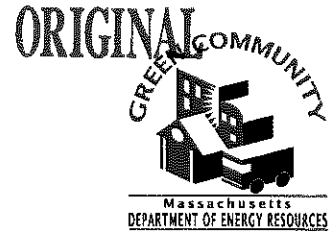
I have had the opportunity to discuss the proposed facility with the leadership of ANL and am confident in their plan and purpose.

I believe, if they continue as they have begun, ANL will be a good fit for Franklin County.


Christopher J. Donelan, Sheriff



City known as the Town of
GREENFIELD, MASSACHUSETTS



OFFICE OF THE MAYOR

WILLIAM F. MARTIN

Mayor

Town Hall • 14 Court Square • Greenfield, MA 01301
Phone 413-772-1560 • Fax 413-772-1519
Mayor@greenfield-ma.gov • www.greenfield-ma.gov

November 18, 2013

Marina Goldman, NP
Executive Director
ANL, Inc.
PO Box 266
Montague, MA 01351

Dear Ms. Goldman,

The Town of Greenfield, as the historical capital of Franklin County and crossroads of the region, supports the development of a medical marijuana cultivation and dispensary facility in our Town. To that effect, the Town Council is nearing completion of an ordinance that will provide properly zoned locations for cultivation and dispensing as well as a process for permitting.

The owners and Board of Trustees of ANL are known local residents and business leaders who have previously contributed to our community. We welcome the additional contributions of ANL, Inc. as a benefit not only to the health and welfare of our residents but also as a model for community business.

Sincerely,

William Martin
Mayor

 ORIGINAL



FRANKLIN COUNTY CHAMBER OF COMMERCE

395 Main Street, PO Box 898 - Greenfield MA 01302-0898

PHONE: 413-773-5463 FAX: 413-773-7008

www.franklincc.org

November 15, 2013

Ms. Marina Goldman, NP
Executive Director
ANL, Inc.
PO Box 266
Montague, MA 01351

Dear Marina;

Franklin County Chamber of Commerce supports the application of A New Leaf (ANL, Inc.) in your endeavors to obtain a license to own and operate a production and distribution center for medicinal marijuana in Montague, MA.

The principal partners and members of the board of directors are well-known to us and respected members of the business community in Franklin County. Their leadership provides a responsible and thoughtful plan for the execution of this development and ensures that it will be carried out with care and competence.

We look upon this project as positive economic growth for this region as well as an opportunity for future employment and increased diversification of training knowledge. Please know that we reserve the right to support other applications that may come before us if they appear to be productive the economy of Franklin County

We wish you success and ask that you keep us informed of your progress.

Very truly yours,

Ann Hamilton
President, FCCC

Franklin County Chamber of Commerce is a membership organization dedicated to strengthening and sustaining economic and civic vitality in our region.

RMD ORGANIZATIONAL CHART
(Exhibit 6.1)

This exhibit must be completed and attached to a required document and submitted as part of the application.

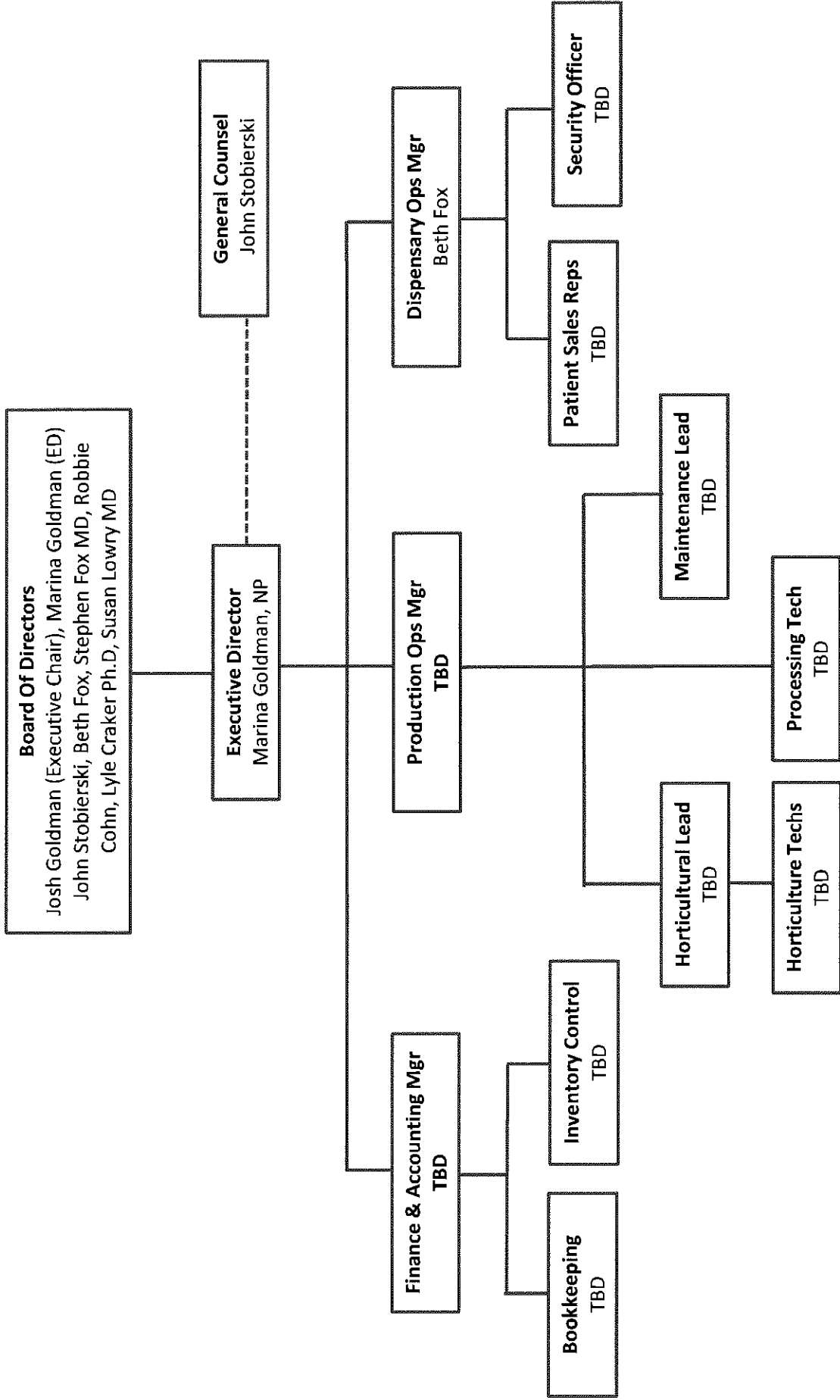
Corporation Name: ANL, Inc.

Application # (if more than one):

Attach organizational chart.



ORIGINAL



EVIDENCE OF ENROLLMENT WITH DEPARTMENT OF CRIMINAL JUSTICE
INFORMATION SERVICES (DCJIS)
(Exhibit 6.2)

This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: ANL, Incorporated

Application # (if more than one): _____

Attach evidence of enrollment.



From: iCORI <iCORI.submission@chs.state.ma.us>
To: kmntpn <kmntpn@aol.com>
Subject: iCORI Account Activation
Date: Thu, Nov 14, 2013 1:56 pm

iCORI Account Activation

Your iCORI user account has been created successfully! Please save this email for your records.

The account must be activated before you can perform CORI requests. Please use the link below to log in to iCORI and activate your account. You will need to enter your username and password, along with your Activation Code and Organization ID.

The DCJIS will never ask for your password or other confidential information via email.

Please do not respond directly to this email message. If you have any questions regarding this message, please e-mail us at iCORI.INFO@state.ma.us, or call the Constituent Assistance and Research Unit at 617-660-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

Account Details

Username: [Redacted]
Activation Code: [Redacted]
Organization ID: [Redacted]

[Log in to iCORI](#)

If you cannot click the above link please cut and paste the entire string below into your browser's address bar.

https://icori.chs.state.ma.us/icori/direct/login/login_action?p=%3D%3FUTF-8%3FB%3FYWNQaXZhdGlvbkNvZGU9enJDRzNBcDB4MkovJm9vZ2FuaXphdGlvbkFY291bnRlZERpc3BsYXk9QU5MTUExMy0wMzczNw%3D%3D%3D



Choose Account Type

Enter Account Details

Verify and Submit

Confirmation

Verify Registration Details

[\[Edit\]](#)

Please verify that the information below is correct. You must also read and agree to the Terms and Conditions, and review the iCORI Training Documents before submitting this registration.

Organization Details

Account Type(s): **Employer**

Organization Name: **ANL, Inc.**

Address: **71 Main Street P.O. Box 266, Montague, MA 01351**

Phone No.: **413-626-0096**

Website:

Federal ID No.: [Redacted]

Secretary of State ID No.: [Redacted]

CORI Representative Details

Username: [Redacted]

Email: [Redacted]

Name: [Redacted]

SSN: [Redacted]

Date of Birth: [Redacted]

Address: [Redacted]

Phone No.: [Redacted]

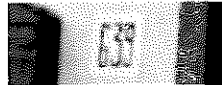
Terms and Conditions

1. As referenced in these terms and conditions, the terms below shall have the following meanings:
 - a. CRA: Consumer Reporting Agency.
 - b. CRRB: The Criminal Records Review Board.
 - c. CORI: Criminal Offender Record Information.
 - d. DCJIS: The Massachusetts Department of Criminal Justice Information Services.
 - e. iCORI service: The internet-based service used to request and obtain CORI and self audits.
 - f. Requestor: A registered user of the iCORI service and any additional authorized users for the requestor's

I have read and agree to the [Terms and Conditions](#).

I have reviewed the iCORI [Training Documents](#) and understand the content

*Security Code:



49394899

Type the text

[Privacy & Terms](#)

[Submit Registration](#)

[Cancel Registration](#)

RMD STAFF
(Exhibit 6.4)

This exhibit must be completed or marked N/A and submitted as part of the application.

	Name	Role/Title
1	Marina Goldman 71 Main St. Montague, Ma 01351	Executive Director
2	Joshua Goldman 71 Main St. Montague, Ma. 01351	Executive Chair
3	Beth Fox 76 Meadow Lane, Greenfield, Ma 01301	Chief of Dispensary Operations
4	John Stobierski 254 River Road, South Deerfield, Ma 01342	General Counsel
5		
6		

**RMD START-UP TIMELINE
(Exhibit 7.1)**

This exhibit must be completed and submitted as part of the application. Include benchmarks for ALL RMD sites.

Corporation Name: ANL, INC

Application # (if more than one): _____

WEEK: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40

Pre Construction Planning

- Finalize Architectural Plans
- Finalize Technical Specs
- Contractor Selection
- Execute Contracts with GC, Key Subs
- Secure Building Permit

Construction

- Rough Framing incl. exterior doors
- Rough in of Mechanicals, Security
- Cultivation Fit Out
- Complete Security Install & Certification
- HVAC Fit Out
- Processing & Packing Fit Out
- MIPS Fit Out
- Dispensary Fit Out

Horticultural Operations

- Employee Recruitment
- Employee Training
- Install Modular PharPod
- Start Mothers
- Initiate Propagation
- Initiate Vegetative Opps
- Initiate Flowering
- Initiate Harvest

Processing Operations

- Initiate Drying
- Initiate Packing
- Initiate Extraction and MIPS Operations

Dispensary Operations

- Employee Recruitment
- Employee Training
- Dispensary Open for operation



ORIGINAL

PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)

This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: ANL, Inc.

Application # (if more than one): _____

Attach sliding price scale.

ANL Hardship Policy Price List

Tier	Qualification	Discount
Tier 1	0 - 300% of Federal Poverty	30%
Tier 2	At or below Federal Poverty	50%
Tier 3	Above + Hospice Patient	Free