



ORIGINAL

77

**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): [Apex Compassion & Wellness Center, Inc.]

Website URL (if applicable): [ ]

**Address:**

[1109 Prospect Street]

[ ]

City: [Somerset] State: [MA] Zip: [02726]

**CEO (Chief Executive Officer)/Executive Director (ED)**

First Name: [Lesley] Last Name: [Rich]

FEIN: [463475414]

**Contact Person**

First Name: [Lesley] Last Name: [Rich]

Title: [CEO]

Telephone: (401) 529-1191 FAX: (401) 464-4884 E-Mail: [LESR313@GMAIL.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);
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.

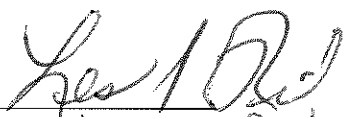
\$30,000 bank/cashier's check attached.

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**

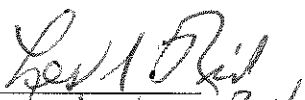
**Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.**

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: Lesley S. Rich  
Title: CEO

11/21/13  
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: Lesley S. Rich  
Title: CEO

11/21/13  
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.

[The legal name of the nonprofit corporation is "APEX COMPASSION & WELLNESS CENTER, INC.". The corporation was organized on August 22, 2013.

]

1.2 Describe the organization's mission and vision.

[It is our mission and vision to assist patients in a personal and compassionate care setting and manner in order to enhance the quality of life for such patients through providing (a) a welcoming, safe, professional and compliant Registered Marijuana Dispensary, (b) a well run and respected nonprofit entity, and (c) education and outreach for the benefit of patients, the medical community, local authorities and the local community itself.]

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.

[CHANGED SINCE PHASE 1. The Articles of Organization have been changed to provide for members as set forth in the bylaws.. The officers and directors were changed as they had not been selected at the time of Phase 1, and the member was added since Phase 1.]

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.

[I. Overview of Executive Management Team's Experience with Running a Non-profit Organization or Other Business

Apex has put together an Executive Management Team featuring relevant, diverse and complementary backgrounds and experiences well suited to direct and otherwise assist in the development of a unique non-profit and start-up entity such as Apex, including without limitation that which represent talents particularly well suited to what will be critical for the managerial, operational, financial and public-image success of an "RMD". To this end, Apex has secured the talents and experience of:

Lesley S. Rich, Esq., CPA - Chief Executive Officer and Chief Financial Officer who has over 30 years of experience in diverse businesses, including that which relates to (a) acting in such capacity in starting, managing and growing a large chain of restaurants and retail stores employing over 3,000 employees, and (b) working with startup businesses and ventures to achieve successful operations throughout New England, along with the legal and financial expertise to work through complex regulatory issues that relate to highly regulated businesses.

Attorney Rich has extensive experience developing on-line, real-time financial systems, along with developing financial and administrative systems for general business management, including experience in IT management. As a J.D. with an MS in accounting, he has been a successful CFO/Administrative Officer directing all treasury functions including cash management, bank relations and asset management. He has the unique ability to apply his business, financial and legal experience to more effectively understand and implement issues with respect to a company's financial planning and business operations. While working at the Jan Companies he was responsible for all administrative and financial operations of a large entity covering many states and operations, and the development and acquisition of new opportunities. He established a new full service restaurant chain that grew to 9 units, and was instrumental in the acquisition of three country clubs, along with setting up an operating the auto importing business and a waste hauling business. Recently Attorney Rich as General Counsel of Strongheart Pictures was responsible for the post production editing, licensing and distribution of a major motion picture entitled 'The Education of Charlie Banks', leading to its successful release by STARZ.

- business management perspective
- business development perspective
- financial management perspective
- regulatory perspective

Robert W. Lally - Chief Operating Officer has extensive experience managing and operating startup businesses and bringing them into reality as profitable enterprises. As the managing partner of Black Bear Entertainment, Mr. Lally successfully directed the process to develop a casino in Oxford, Maine, creating over 400 jobs and stimulating the local economy. He has experience overseeing and running a large operation including diverse enterprises. He was responsible for overseeing the entire ski operation including managing

financial profitability, personnel management, and all day to day oversight of the mountain operations. Mt. Abram Family Ski Resort including two lodges, 5 lifts, Maintenance Facility, Retail/Rental, snowmaking building and equipment and ticket building, all fixed fixtures. Also includes over 40 trails on approximately 500 acres and employs over 150 people in the winter months. Rob is a graduate of Boston College, and was born and raised in Massachusetts. He is a high energy leader who is meticulous to detail, and who will guarantee that the operations will be run pursuant to DPH regulations.

Dr. Darrolyn McCarroll, M.D. - Medical Director with over 30 years of experience, and who is a physician with extensive experience in an addiction medicine practice. Dr. McCarroll received substantial training as a Commissioned Officer in the National Health Service Corps, and has extensive experience with running a medical practice. She directed the daily development and administration of patient care services at a neighborhood health center. She has experience with non-profit organization when she worked with the Kennedy Donovan Center, Inc. in Foxborough, Massachusetts.

- health care perspective
- medical research and studies perspective
- patient perspective (particularly in pain medicine area and confidentiality rights)
- non-profit perspective

Napoleon J. Brito - Director of Security has over thirty-four years of experience in security and law enforcement. In 1976, he graduated from the United States Air Force Security Police Academy Class 6305 and was assigned as a security specialist at NORAD's Cheyenne Mountain Complex in Colorado Springs, Colorado. In 1987, Mr. Brito joined the Providence Police Department, where he was the recipient of the 1988 Officer of the Year Award and was promoted to the Tactical Unit. Within two years, he was promoted to the Narcotics Unit where he worked as an undercover detective and was the lead investigator in hundreds of illegal drug investigations.

In 1991, Mr. Brito was assigned to the Bureau of Criminal Identifications (BCI) unit, the forensics collection office of the Providence Police Detective Bureau. In 1999, he became the executive officer of the Bureau. In 2001, he became the commander and supervisor of the fifteen detectives assigned to the BCI unit where he served until his retirement in 2007 after twenty years of service for the Providence Police Department. In 2007, Mr. Brito became and currently serves as the Director of Security for the Providence Place Mall, which is a 4,000,000 square foot property with 2,500,000 vehicles parked annually and 168 retail stores. In this position, Mr. Brito oversees and directs a security staff of 53 full time and part time employees, and since 2007 has been able to reduce property crimes by 77%. Mr. Brito has substantial experience running a business with a complex organization.

Mr. Brito is a principal of Rhode Island Private Detectives and Protective Services LLC, which is a local Rhode Island company with offices in Fall River, Massachusetts that is a full service detective and protection services agency of former law enforcement investigators and officers. He has experience running a security company.

- law enforcement perspective
- security perspective
- safety perspective
- liaison to local and State police

Alice Fernandes – Human Resources and Best Practices Director has years of non-profit and government experience, working with the MBTA's Board of Directors as a corporate officer and recording

secretary. Alice Fernandes was employed by the Massachusetts Bay Transportation Authority (MBTA) in Boston, MA for a total of 28 years. The MBTA is the oldest transit system in the country and the seventh largest. Alice spent many years working for the Chairman and Chief Executive Officer handling correspondence, employee relations and contracts. In subsequent years, she was tapped by the MBTA Board of Directors to serve as an Officer of the Board in the position of Recording Secretary, working closely with Board Members and Executive Staff on administration and policy matters. Upon retirement, Alice served an additional four years as a Consultant to the MBTA Board of Directors, advising on over-all policy and procedures in the administration of Board affairs. Alice for many years managed the Board of Directors office, interacting with public officials, customers and staff, and she is accustomed to fulfilling the legal mandates of the MGL.

Debra Maddox, Psy.D - Director of Patient Services and Marketing who has extensive experience working with non-profit organizations. She is the founder and Executive Director of the Multicultural Wellness Center, a non-profit mental health clinic in Worcester, Massachusetts. She is also a partner and owner of the Multicultural Counseling Collaborative, an organization that provides individual, family, group and couples treatment. Dr. Maddox has years of experience operating a non-profit organization, along with operating a for profit organization. She understands how to work with the regulatory agencies, and how to accomplish goals in a manner that is in compliance with all regulations. She comes with years of counseling experience as a Psychotherapist and school psychologist, and understands the needs of patients who are in pain. Her background is well rounded from being a probation officer and a social worker she has worked with a very diverse patient group. Dr. Maddox is also an adjunct professor at Assumption College in the Rehabilitation and Human Services Graduate Program.

- health care perspective
- marketing perspective with respect to outreach to and education in the medical community.
- patient perspective (particularly in pain medicine area and confidentiality rights)
- non-profit perspective]

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.

[Dr. Darrolyn McCarroll, M.D. (Medical Director) has practiced medicine in Massachusetts for more than 20 years. A New Jersey native, she attended New Jersey Medical School and completed her residency in Internal Medicine at Rutgers University Hospital in New Brunswick, NJ. She went on to serve four years as a commissioned officer in the National Health Service Corps where she tended to the needs of those living in medically underserved areas in NW Pennsylvania. Dr. McCarroll describes her time there as among the most fruitful and personally satisfying years of her career. Upon discharge from service, she was among a cadre of eager, young physicians who came to Massachusetts to form an affiliated group practice (now called medical home practices). Staying true to her motto of providing compassionate care, Dr. McCarroll's practice had a reputation for high patient-satisfaction and was consistently awarded the Blue Ribbon for performance.

After spending seventeen years as an elected member of the Franklin Board of Health, she received a special citation from the Massachusetts State House for dedicated and sustained service to the town of Franklin. In 2009, Dr. McCarroll left private practice to pursue the study of alternative and complementary medicine, while also expanding her experience in and knowledge of Addiction Medicine, chronic disease evaluation, practice management and medical research.

Dr. McCarroll has operated a private health care facility for 19 years with annual billings of \$1 Million. She is experienced with budgets, staffing, marketing, community outreach, patient care and billing. Previously she ran an AIDS clinic for 2 years and 5 years addiction medicine clinic. She has substantial experience maintaining a financially sound organization. Impressed by their clear vision, energy and dedication to community service that Apex represents, Dr. McCarroll immediately knew she wanted to add her expertise to their endeavor stating that "I am excited to assist in aiding patients to access this treatment in a coordinated, comprehensive, continuous and medically-safe manner."

Debra Maddox, Psy.D (Director of Patient Services and Marketing) is the Executive Director and founder of the Multicultural Wellness Center, a non-profit mental health clinic in Worcester, Massachusetts. She has over 25 years of experience in the human service field. Her career history includes working in such disciplines as, Social Work, Probation, Vocational Rehabilitation, Mental Health and Education. Debra possesses a Doctoral Degree in Clinical Psychology from Antioch University. Master's Degree in Social and Rehabilitation Counseling from Assumption College in Worcester, Massachusetts.

Debra is licensed by the state of Massachusetts as a Licensed Mental Health Counselor, Rehabilitation Counselor and a Marriage and Family Therapist. She is certified by the state of Massachusetts as a School Psychologist, and is nationally certified as a Rehabilitation Counselor. Debra's clinical areas of expertise include: psychological assessments, psycho-educational assessments, substance abuse treatment, treatment of adolescents, adult and family therapy, couples therapy, treatment of African, African- American, Latino and European cultures. She also has experience providing therapy to chronically mentally ill clients.]

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.

[Lesley S. Rich, Esq., CPA (Chief Executive Officer and Chief Financial Officer) who has over 30 years of experience developing on-line, real-time financial systems, along with developing financial and administrative systems for general business management, including experience in IT management. As a J.D. with an MS in accounting, he has been a successful CFO/Administrative Officer directing all treasury functions including cash management, bank relations and asset management. He has the unique ability to apply his business, financial and legal experience to more effectively understand and implement issues with respect to a company's financial planning and business operations. While working at the Jan Companies he was responsible for all administrative and financial operations of a large entity with over \$60 Million in revenues. He has designed warehouse/retail point of sale and financial systems for inventory and distribution control for both retail/wholesale and manufacturing companies. He has managed the financial and tax planning for retail store and business acquisitions for multi-unit restaurant operations. As a CPA he has worked to develop successful systems and operations in a controlled manner that has led to the success of the operation.

While with the Jan Companies he helped grow the company from 25 to over 60 stores. He established a new full service restaurant chain that grew to 9 units, and was instrumental in the acquisition of three country clubs, along with setting up an operating the auto importing business and a waste hauling business.

Attorney Rich was also the controller of Capeway Seafoods, a New Bedford seafood processing company with over \$50 Million in sales. He was responsible for all administrative, legal, tax and financial functions for complex multi-plant organization including Industrial Revenue Bond Financing, computer system design, receivables and credit, cash flow management, banking relations and office operations. He also was the Finance Manager for a startup computer parts manufacturing company where again he successfully set up multi-national operations and saw the company grow dramatically.



Robert W. Lally (Chief Operating Officer) has extensive experience managing and operating startup businesses and bringing them into reality as profitable enterprises. As a managing partner of the Black Bear Entertainment Group, Mr. Lally successfully directed and oversaw the process to develop, finance, and build a casino in Oxford, Maine, creating over 400 jobs and stimulating the local economy. He organized and ran a people's referendum campaign in the state of Maine to bring the first casino license to the state. Mr. Lally was responsible for all land development and the building of the gaming facility consisting of 800 slot machines and 24 table games, restaurant, and bars. He was intimately involved in all aspects of securing all licenses and permits to own, build, and manage a gaming facility in Maine including organizing partnerships, overseeing day to day operations, arranging financing for the construction of the gaming facility. The budget for the casino was \$4.5 million to run the campaign and get licensing. The development project was \$65 million, and he was responsible for raising the private equity funding (\$18 Million) and traditional debt (\$43 Million). Mr. Lally recently sold the casino project for \$160 Million. He has experience overseeing and running a large operation including diverse enterprises.

Currently Mr. Lally is the managing partner of a ski resort outside of Bethel Maine where he is responsible for overseeing the management of over 150 personnel in 12 departments including ensuring the company is in compliance with all licensing requirements, insurance, day to day operations, and overall profitability of the resort. In addition, Mr. Lally has permitted over 120 condominiums at the ski resort and manages a real estate business selling real estate in the area. Previously, Mr. Lally worked with the town of New Bedford to successfully permit 54 single family homes. He is a graduate of Boston College, and was born and raised in Massachusetts. He is a high energy leader who is meticulous to detail, and who will guarantee that the operations will be run pursuant to DPH regulations.

Mr. Lally has been responsible for the acquisition, development, and property management of retail, office, and residential properties in the greater New England area. Portfolio contained over 2,000,000 square feet of retail space and hundreds of acres of land. Examples of typical projects developed, built, and managed include:

#### Residential

Arbor Hills, Kingston, MA - Developed and built Active Adult Community, 54 single family homes;

Telegraph Hill/Spyglass Landing, Marshfield, MA - Developed Active Adult Community, 88 units of 3, 4, and 5 multi-family units;

Pond Street Apartments, Weymouth, MA – Developed 28 Affordable Housing Apartments in a three story apartment building under the Massachusetts affordable housing statute;

Tara Drive, Norwell Estates, Norwell, MA – Developed 23 high end home lots;

Northside Farms, New Bedford, MA – Developed 54 single family homes lots

#### Retail

CVS Drugstore, Holbrook, MA – Developed, designed, and built 15,000 square foot drugstore;

Shaws Supermarket, Stop and Shop – Various locations Developed, designed, and built grocery anchored supermarket and various retail shopping centers throughout New England and Cape Cod;

Other Retailer including Banks and Convenient Stores, Various locations. Developed and built various banks buildings including Falmouth Bank, Rockland Trust, Tedeschi Food Shops;

#### Site Acquisition / Property Management

Purchased and performed due diligence for acquisition of raw land for future development on parcels ranging from 1 acre to 600 acres;

Assisted in the Property Management of over 2,000,000 square feet of retail space, consisting of 28 grocery anchored shopping centers.

Debra Maddox, Psy.D (Director of Patient Services and Marketing) who has extensive experience operating non-profit organizations. She is the founder and Executive Director of the Multicultural Wellness Center, a non-profit mental health clinic in Worcester, Massachusetts. She is also a partner and owner of the Multicultural Counseling Collaborative, an organization that provides individual, family, group and couples treatment. In these position she has extensive experience operating a multi-million dollar budgeted successful operations.

Napoleon J. Brito (Director of Security) is a principal of Rhode Island Private Detectives and Protective Services LLC, which is a company with offices in Fall River, Massachusetts, that is a full service detective and protection services agency of former law enforcement investigators and officers. He is extremely experienced in operating a financially sound organization, and will be key in loss prevention and control, as well as maintaining proper safeguards to the financial condition of Apex. With his leadership background in running a company, in overseeing large staff and multi-million square foot properties hosting thousand of guests, and in narcotics law enforcement, Mr. Brito is the ideal figure to occupy the position of Security Manager, and he will be an important part of the management team.

Debra Maddox, Psy.D (Director of Patient Services and Marketing) who has extensive experience working with non-profit organizations. She is the founder and Executive Director of the Multicultural Wellness Center, a non-profit mental health clinic in Worcester, Massachusetts. She is also a partner and owner of the Multicultural Counseling Collaborative, an organization that provides individual, family, group and couples treatment. Her experience with patients is second to none. Dr. Maddox has years of experience operating a non-profit organization, along with operating a for profit organization. She understands how to work with the regulatory agencies, and how to accomplish goals in a manner that is in compliance with all regulations. She comes with years of counseling experience as a Psychotherapist and school psychologist, and understands the needs of patients who are in pain. Her background is well rounded from being a probation officer and a social worker she has worked with a very diverse patient.

Dr. Darrolyn McCarroll, M.D. (Medical Director) has operated a private health care facility for 19 years with annual billings of \$1 Million. She is experienced with budgets, staffing, marketing, community outreach, patient care and billing. Previously she ran an AIDS clinic for 2 years and 5 years addiction medicine clinic. She has substantial experience maintaining a financially sound organization.]

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.

[Robert W. Lally (Chief Operating Officer)

At Mr. Lally's ski resort his sales and profits were trending down in the main lodge in all departments and they were directed (needed) to increase sales/profits in the base lodge. Mr. Lally implemented a three

point strategy; 1. installed a new point of sale system to track inventory and increase efficiency in sales, food and beverage and retail shops; 2. incorporated web based security cameras as part of our loss prevention program; and 3. hired three additional staff including a dedicated group sales manager. These corrective actions have increased the profitability by increasing total sales to date and reducing the overall cost of goods.

On the casino side, ownership wanted to maintain a majority ownership in the casino but it still needed to raise over 80% of the funding required to build the casino. Mr. Lally was able to structure a deal with a financial equity partner and traditional bank financing whereby the owners maintained majority ownership of the company while the financial partner and bank received ample security in lending capital at agreeable terms. The casino was valued at three times the total investment in the first year of operation.

Lesley S. Rich, Esq., CPA (Chief Executive Officer and Chief Financial Officer)

Attorney Rich has functioned as a hands-on operational manager for many years. Starting early in his career when he was with a start-up computer parts manufacturing operation, he was confronted with maintaining high production levels while attempting to minimize cost in a highly competitive environment. He researched and found that the company could establish a tax advantageous subsidiary in Puerto Rico and maintain its competitive edge, and he went and helped establish the subsidiary in the foreign environment. Though there were challenges, he found solutions, a trademark of his experience.

A similar situation presented itself when he went to work for a seafood processor in New Bedford, MA. Competition was fierce in this very difficult business, so he came up with a plan to take advantage of both New Bedford and Point Judith port by constructing a processing plant in Providence, RI. He accomplished this with Industrial Revenue Bond financing, and within a year the plant was open.

While Attorney Rich worked for the Jan Companies which operated Burger King restaurants, he was confronted with spiraling cost increases with declining sales. Wages were going up almost monthly, as getting help was difficult and the company had to keep up with its competitors, and the bottom line margin was being squeezed. Attorney Rich took the bold position that this spiral had to stop, and he announced publicly that there would be a wage freeze. Given that Janco had 3,000 employees, this hit the news. Strategically, Attorney Rich knew that his competitors would jump on this opportunity to do the same, and that is exactly what happened. The wage spiral stopped, as other companies quickly followed on implementing increases.

Trash hauling is not something most people think about, but a number of years ago it was not a very competitive market. All of a sudden the costs were quadrupled by the haulers for no apparent reason. Attorney Rich came up with a plan that the company buy its own trash trucks as it had so many stores. Once implemented it was determined that there was excess capacity so the company bid on additional work from state contracts. Amazingly, even though Attorney Rich bid extremely high as he was learning the business, he won the bid by half of anyone else. What was learned by the state was price fixing was rampant, and as the bids continued and competition came back into the industry, the state saved millions of dollars, while the company also saved.

The Burger King restaurants require fast speed of service, and the company had very old equipment at the restaurants for point of sale. Attorney Rich researched this problem and selected and was integrally involved in the installation of systems in almost 50 restaurants. The task was quite monumental, but it was done, and the stores ran much more efficiently. The decision was obviously a good one, as the company has retained the system now almost 12 years later, unheard of in the industry.

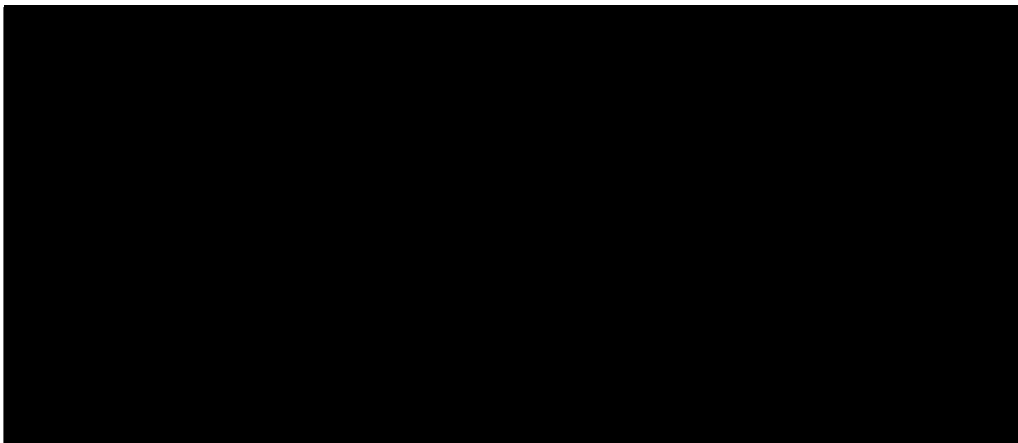
During Alice’s employment at the MBTA, she served as liaison between MBTA and Access Advisory Committee to MBTA to address the concerns of the disabled community about use of the transit system. Together with consultants, she took an active role in preparing the MBTA Guide to Access, which was published in 1990 prior to the American’s With Disabilities Act also in 1990. Alice was responsible for insuring that MBTA facilities were accessible, and reviewed design plans, conducted site visits, and performed final inspections, and put together punch list items of work that had to be corrected or completed in order that final payments could be made to contractors.

As Recording Secretary to the MBTA Board of Directors, she was the Board’s “eyes on the ground” and was responsible for obtaining and providing Board Members with the information they needed to confidently vote on items and that the Board’s directives were carried out. Upon retirement in 2000, she was brought back to the MBTA as a consultant and, in that role, she played a major role in re-writing the Rules and Regulations of the MBTA Board of Directors. One major change involved improved procedures for handling multiple smaller contracts being awarded to one company, knowing that a larger contract would require Board approval. Attempts to circumvent Board approval were eliminated.

Alice was appointed as an Alternate Member of the MBTA Retirement Board, a private employees’ pension fund considered to be one of the best run pension funds in the country. She interviewed investors monthly and gave out multi-millions of dollars to many different investment fund managers.]

**3. Applicant’s Evidence of Suitability**

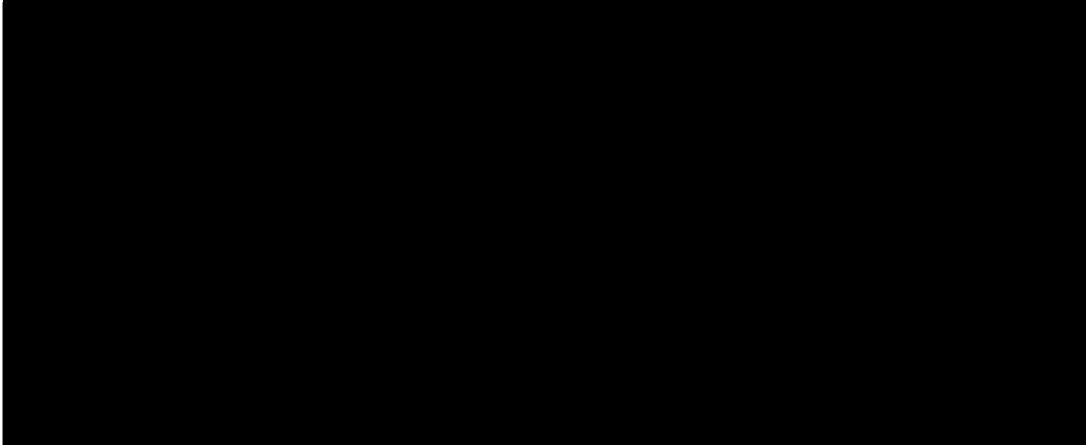
3.1 Indicate whether is/has been in compliance with all laws of the Commonwealth relating to taxes, child support, and workers' compensation with regard to any business in which the individual has been involved. In cases in which an Executive Management Team member is not in compliance with such a law, 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.



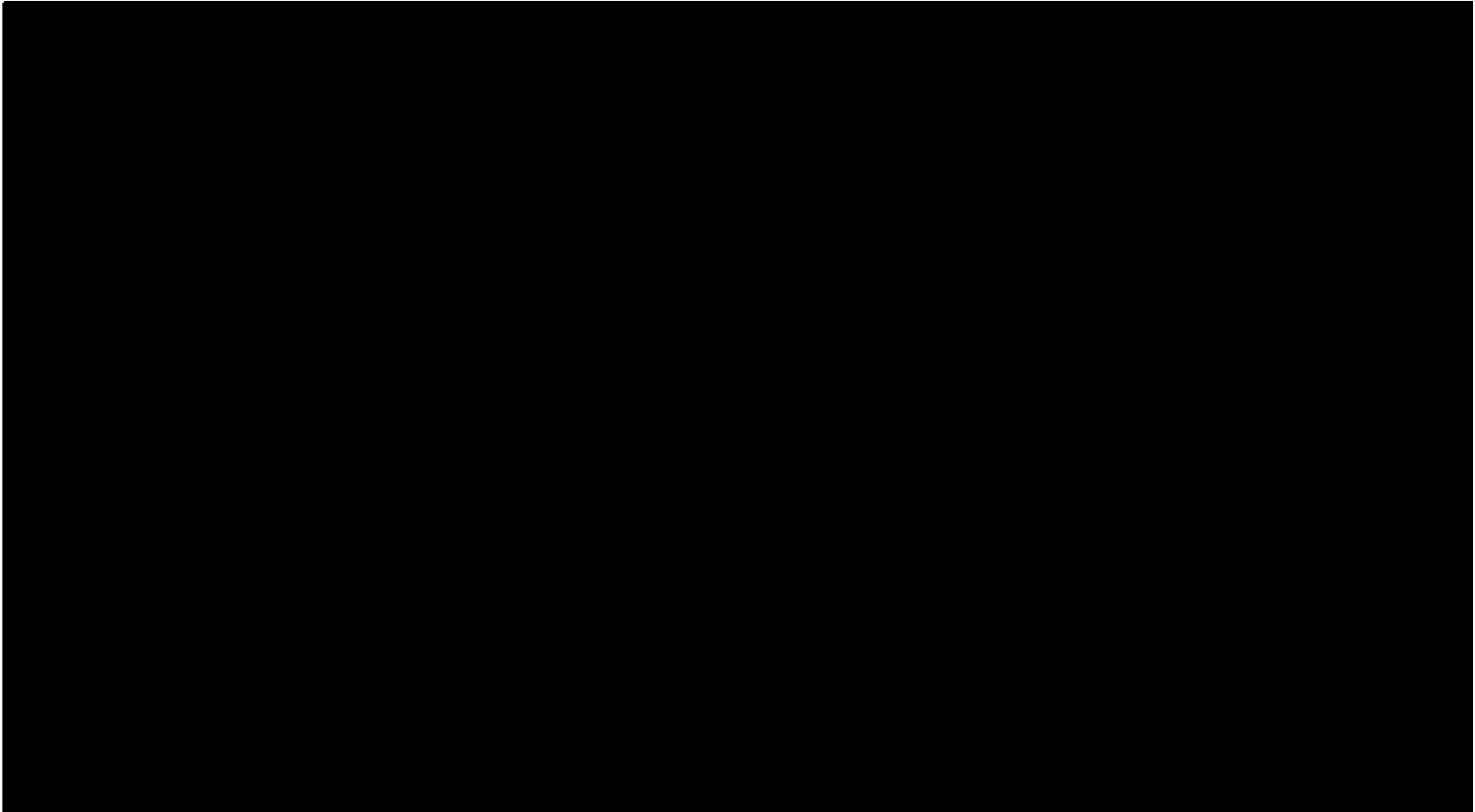
3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board 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.



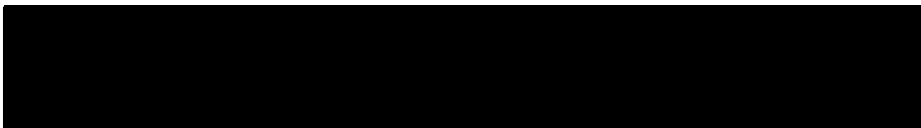
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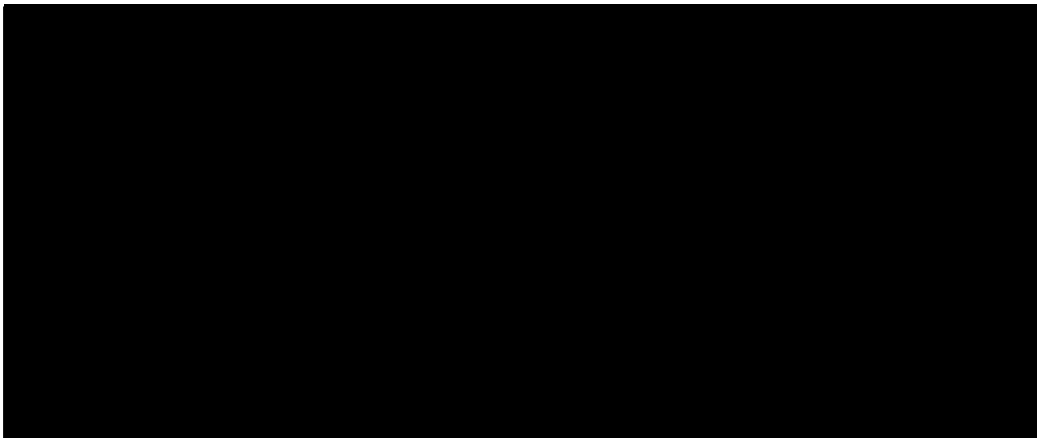
3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but 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.



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.



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.

[Apex has located and entered into a lease for a state of the art manufacturing and warehouse facility, that offers excellent security features, and first class area for its dispensary.

The projected capital expenses anticipate the build out of a first class operation for the dispensary, cultivation and processing facilities. As they are all in one facility, there are many economies of scale. The total costs are expected to amount to \$1,257,563 and we do not expect any overruns, in fact we are hopeful to save in some areas. The Planning and Development should be straightforward. The landlord is a contractor, and we expect that he will be working with Apex to obtain approvals and perform the construction in a timely manner, as he wants Apex to begin production as soon as possible. The total for the Planning and Development is \$104,563 which amount allows for a full analysis of security needs along with the more typical architectural and design costs that are incurred.

The build out of the facility is an area that we hope to save substantial monies. Since the building is less than 14 years old, and the area for cultivation is wide open, we expect very little changes except for the dividing of the area into functional areas. Utilities necessary are already servicing the building, the building already has a large backup generator, and the building already has a state of the art security system. While we understand that we will need redundant systems, and additional security added, we certainly have a jump start. The area that is planned for the dispensary is currently finished as first class office area, and for the most part is open enough for our use. Access to the building as it currently exists will be adequate for the proper security to both

Equipment costs are expected to be substantially 'routine' as they reflect a build out of equipment that is typical in this type of setting. All equipment is readily available and the total of \$750,000 should provide adequate equipment for the company's first few years. Of course as demand grows, then we could obtain additional equipment to install in the facility, which we have an option to lease an additional 37,000 square feet. Apex expects that it could be up and running faster than most because of the physical situation and immediate availability of the building.]

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.

[The first year of operations assume that we will not begin selling product until October, 2014. While we would like to be much more optimistic, a conservative reality suggests that it is prudent to plan for this situation. During this time we will be building our initial patient base.

Our assumptions show that initial we will have 938 patients which we project will increase by 5% per month for the remainder of the year. At the same time we project that the average usage per patient will commence at .67 ounces per month, and we again expect that this will increase 5% per month for the remainder of 2014. As such revenues of medical marijuana are expected to be \$667,167 for the 3 month period. Sales of paraphernalia should be about 5% of medicine sales, and edibles will start increasing to also be about 5% of medical marijuana sales.

We have a detailed analysis of payroll, and this will be one of our largest costs during the start-up period. By the end of 2014 we expect to employ 35 people. The costs break down to \$424,000 for cultivation, \$295,000 for the dispensary and \$431,000 for Administrative and corporate for a total of \$1,150,000 in payroll expenses.

The first year we will expend the capital budget of \$1,257,563 which make up most of our other expenses. In addition we have rent of \$245,000, consultants and general expenses which amount to approximately another \$1 million. The total negative cash flow at the end of 2014 is estimated at almost \$3 million.]

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.

[Apex is projecting continued growth of patients and product utilization throughout the first three years of business. Given the large facility, and the ability to expand substantially in a horizontal manner within the facility, and also to expand vertically as the facility could be mezzanined into three levels if demand dictated, space utilization should not be a problem with our facility for many years to come.

At the end of the first year Apex expects that it will service approximately 1,034 patients. Patient growth is expected to increase by 6% per month during each month of 2015, and by the end of 2015 we expect to have 2,080 patients. Thereafter, in 2016 we expect growth to diminish to 5% per month, dropping off to 2% per month by the end of 2016. This would yield a total of 3,629 patients by the end of 2016. These numbers are based upon criteria experienced by other dispensaries outside of Massachusetts.

In addition to patient growth there is an expectation that there will be demand growth in a similar manner equal to 3% per month, which will bring up average patient use to 1.05 ounces per month by the end of 2015. This trend is expected to continue throughout 2016 which will bring up average patient use to 1.5 ounces by the end of 2016.

Revenues, as shown on the attached exhibit will increase to \$6.8 Million in 2015, and are projected at \$18 Million for 2016. Of the revenues, it is expected that during 2015 that 20% of the sales will be from edibles and alternatives. Paraphernalia will remain at around 5% of medical marijuana sales.

Expenses should stabilize in 2015. We expect that the built-out facility should handle the demand through 2016, at which time we would need additional investment in infrastructure. We have analyzed detail staffing requirements and by the end of 2015 we should have 48 employees. The cultivation facility will have a payroll of almost \$1 million annually, and the dispensary \$882,000. In 2016 we would expect to jump to 60 employees.

Total expenses for 2015 are anticipated at \$6,008,015 and for 2016 \$11,168,461. We do not anticipate any change in our cost assumptions except the labor cost increases and slight increases in other ordinary and customary expenses like utilities and maintenance.

Strategically, Apex will seek to expand its customer base through active delivery offerings, and through generating the highest quality medicine for its patients. Patient service will be the most effective sales tool, and



we will strive to service our diverse patients with respect, and in a comfortable manner, providing them with employees who speak their language and are sensitive to their needs. ]

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).

[Apex will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 105 CMR 725.105(Q)(2). The deductible for such a liability policy shall be no higher than \$5,000 per occurrence. This insurance will provide coverage for not only the potential indemnity payment, but also the cost to defend the lawsuit.

Apex has obtained a quote from Cannasure, a leading medical marijuana insurance broker to obtain and maintain liability insurance. Apex will be reviewing quotes from various companies, and will have insurance place upon licensure from DPH in accordance with the regulations.

Apex intends to have in addition to general liability, property coverage for furniture fixtures, equipment, inventory and tenant improvements and insuring its medicine inventory against risks such as fire or theft.

Apex has received the following quote:

Limits of Insurance: General Liability

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

(Including Marijuana and/or Items Containing it's derivatives)

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

\$100,000 Damage to Premises Rented to You

\$1,000 Medical Payments

• No Deductible

• Coverage Forms: GL - Occurrence Form / PL Occurrence subject to sunset clause

• Carrier - Lloyds of London

• Retroactive Date: Inception

• Rating Basis: \$4,000,000 Gross Receipts Coverage

Apex will report documenting compliance with 105 CMR 725.105(Q) which shall be made in a manner and form determined by the Department pursuant to 105 CMR 725.105(M). ]

## 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.

[272 Duchaine Blvd, New Bedford, MA 02571]

 ORIGINAL

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).

[272 Duchaine Blvd, New Bedford, MA 02571]

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).

[272 Duchaine Blvd, New Bedford, MA 02571]

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;<sup>1</sup>
- 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.

[Apex partnered with the Center for Alternative Life Medicine, (CALM) to focus on developing local relations through educational activities around Medical Marijuana in Massachusetts and informing the local community about the various and complex issues regarding Massachusetts' Medical Marijuana Law, (An Act for the Humanitarian Use of Medical Marijuana, MGL 369, Acts of 2012.)

Our initial community education event took place on April 6, 2013, in the form of a FREE Educational Seminar in the city of New Bedford. Using social media to reach out to potential stakeholders, we were able to accommodate 75 participants from as far away as Cape Cod. We featured speakers with extensive experience in medical marijuana law, roles/responsibilities of patients, caregivers, and advocates. We stressed the importance of the Massachusetts regulations being subject to change when the final regulations would be posted by DPH, and that those changes would most certainly impact all stakeholders. CALM personnel also discussed and planned on-going community education and outreach efforts.

Apex's next event in conjunction with CALM to improve community relations took place when Thomas and Dawn Blake Souza, were interviewed by popular local WBSM radio host, Phil Paleologos, who had

<sup>1</sup> 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.

publicized our interview in the previous weeks. Listeners were encouraged to call in with their questions/concerns and Thomas and Blake Souza responded to all of them, emphasizing that the DPH-published regulations were only in draft form at that time. We provided listeners with the Center's new website address and informed them that we would provide updated information from DPH in a timely manner. The radio host was so impressed with the overwhelming response from listeners that he invited us back for a follow-up interview as we move further along in the application process, and that second interview has subsequently taken place.

The Center for Alternative Life Medicine, an educational organization, created a website, [www.calmnewbedford.org](http://www.calmnewbedford.org), specifically to educate all stakeholders and interested community members. The website is designed to provide patients, caregivers, advocates, and other interested parties with accurate, up-to-date information/laws, regulations, etc., as well as to answer frequently asked questions about medical marijuana in Massachusetts. The website blog section is regularly updated with pertinent information, including scheduled meeting dates/times when we would meet with neighborhood associations and other community organization.

CALM reached out to residents and businesses in the community, meeting several times with neighborhood associations as well as local businessmen. These meetings provided great opportunities for residents to voice their concerns and have their questions answered about the myriad issues around having an RMD located in New Bedford. While questions/concerns varied from one group to another, we were able to determine common themes that were expressed everywhere: security and public safety; how we planned to prevent diversion of medicine; would minors or unauthorized persons have access to an RMD; how many jobs would be created and would they go to local workers; would there be visible marketing of the RMD, e.g. billboards, large signage, etc. to attract business; what the day-to-day operation of a dispensary be like

At each of these informational sessions, we took all questions very seriously and addressed the central role that DPH would play through stringent RMD regulations and on-going monitoring. We took initial resistance and created an opportunity to eliminate myths and stereotypes around the medical marijuana industry and found that attendees recognized that as responsible and well-known citizens of this community, we would not have become involved with a business that wasn't beneficial to the community.

We found the neighborhood meetings concluded with a complete turnaround in the perception of having a local RMD. Surprise and relief was noted when they learned about the lengthy regulations that DPH had the foresight to impose on any aspirant applicant. It also became clear to us that the public hungered for more information. At a number of the meetings we were informed that many people in this working-class community don't use or have access to online services to obtain this public information, and appreciation was expressed to us for filling in that educational gap.

Meeting after meeting, neighborhood after neighborhood, support for a local RMD grew. So we doubled our efforts and continued with community education efforts, using public events to spread the word about the MDPH website where regulations could be found.

During this period of time, we also met a lot of people who wanted to become patients, many of them sharing stories like those we had previously heard from patients testifying at early public information sessions held around the state by MDPH. We, too, were learning about the tremendous need and desire in the community for access to safe, quality and legal medicine, and we adjusted our educational efforts to include more information for patients and caregivers.

These initial neighborhood meetings were held prior to the New Bedford City Council's Ordinance Committee meeting where we were invited to discuss plans for opening an RMD in New Bedford. In our on-going educational efforts, we had multiple conversations with and provided resources to individual city councilors. Once they expressed their general ignorance of the new regulations around medical marijuana and RMD requirements, we made it part of our mission to ensure that they received pertinent, accurate, and current information on which to base their decisions. For our efforts, the councilors expressed their gratitude to us on many occasions around the city.

The success of our efforts were manifested when the New Bedford City Council, in a unanimous vote at a Council meeting on May 23, 2013, rejected in a 10-1 vote, a 9 month moratorium on a local dispensary proposed by Mayor Jon Mitchell. The eleventh city councilor later joined the other ten to support a local dispensary when he, too, was convinced that the MDPH regulations had adequately addressed his concerns about public safety.

While we are grateful that the moratorium is behind us, and that the New Bedford City Council is resoundingly in support of locating an Dispensary and Cultivation operation in New Bedford, Apex and our partner, CALM recognize that community education regarding medical marijuana in general, and a local dispensary, in particular, must be on an on-going basis, and in that light, we will continue to promote education and provide essential information through our educational website, [www.calmnewford.org](http://www.calmnewford.org), as well as continue to attend neighborhood association meetings.

With two of our members fluent in Spanish and Portuguese, and Cape Verdean Creole, we have been able to reach out to the significant local Latino communities and the Portuguese-speaking communities to share information about medical marijuana and a local RMD. We were interviewed by O Jornal, the Portuguese language newspaper based in Fall River as well as by the editorial board of the New Bedford Standard Times, both of which resulted in increased community support for a local RMD.

On Friday, May 25, 2013, CALM's T.J.Thomas, Dr. Darrolyn McCarroll, Dr. Joseph Souza, and Dawn Blake Souza, responded to myriad questions posed to us for more than an hour by the Standard Times editorial board. The result of that interview was an article that appeared in the publication of May 26th, favorable to a local site for an RMD., as well as an editorial that appeared in the May 29th edition very strongly supporting CALM's efforts at educating the public around medical marijuana and how a dispensary would have an overall positive effect on this community.

As a follow up to those articles, we are scheduling at least one community organization meetings per month. We are reaching out especially to those groups who may be reluctant to support a local dispensary. PAACA and High Point, two local organizations involved with substance abuse treatment; youth empowerment groups, Youth Build and 3rd Eye, Limited to inform them of prohibitions against youth access to medicine. Other organizations that we plan to meet with are: Old Bedford Village Association, the Greater New Bedford Community Health Center and New Bedford Coastline Elderly Services, , and many others.

We also plan to reach out to similar organizations in other cities/towns in Bristol County, including town/city officials.]

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

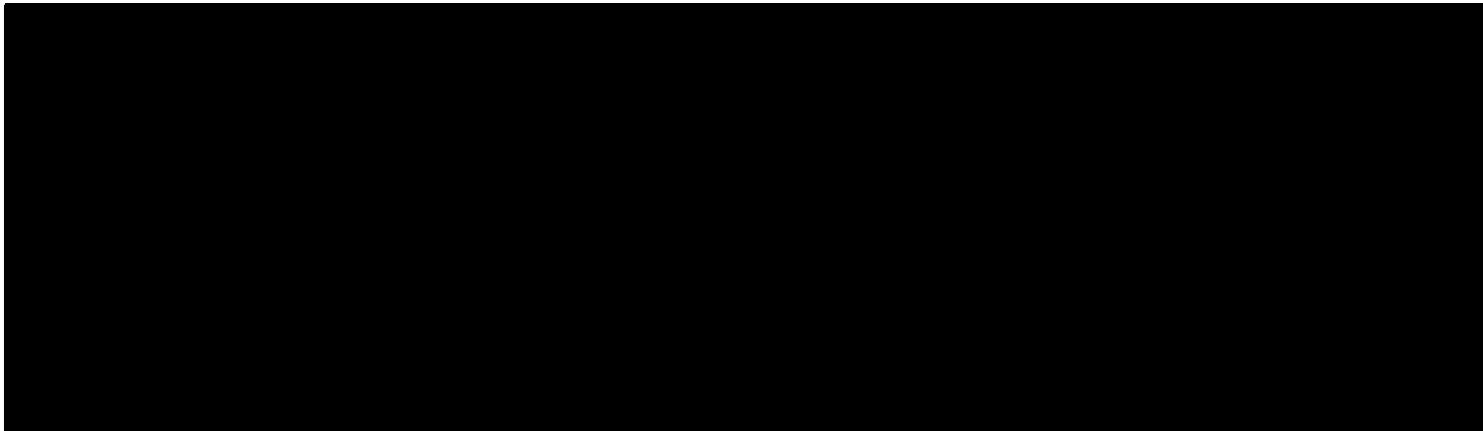
5.6 Provide a description of the applicant's plans to ensure that the proposed RMD is or will be compliant with local codes, ordinances, zoning, and bylaws, as well as state requirements for the physical address of the proposed RMD dispensing site and for the physical address of the additional location, if any, where marijuana will be cultivated or processed.

[As indicated elsewhere in this application, Apex Compassion & Wellness, Inc. ("Apex") is aware of all of the patients, governmental entities, respective officials, law enforcement officials, neighbors and other parties interested in and/or affected by the proposed RMD project, and understands the challenges involved in opening and sustaining a non-profit RMD. The proposed location is in the New Bedford Business Park, which is in an area specifically designated for new business development in the City of New Bedford. The establishment of a combined cultivation, processing and dispensary facility was reviewed the head of the Industrial Foundation, Thomas G. Davis, Executive Director, who found this use to be appropriate for the business park, and who encouraged Apex's entering into a long-term lease at this location. Mr. Davis agrees that the proposed use is allowable in the business park, as the cultivation center would be considered light industrial or agricultural uses, which both are allowed at this location. He also agrees that the dispensary is an allowable use at this location as a retail other use. This is the only area of the city that would allow by current zoning both uses in one facility.

The proposed location complies with all local requirements regarding siting, however since there are no local requirements that exist, Apex's location is not sited within a radius of five hundred feet of a school, daycare center, or any facility in which children commonly congregate, as it is in an all industrial area that is secluded away from other uses. This specific site is at the end of Duchaine Boulevard, and sits on over 8 acres of land. The area is well lit, and besides Apex's own security, the Business Park has a contracted security force patrolling the area.

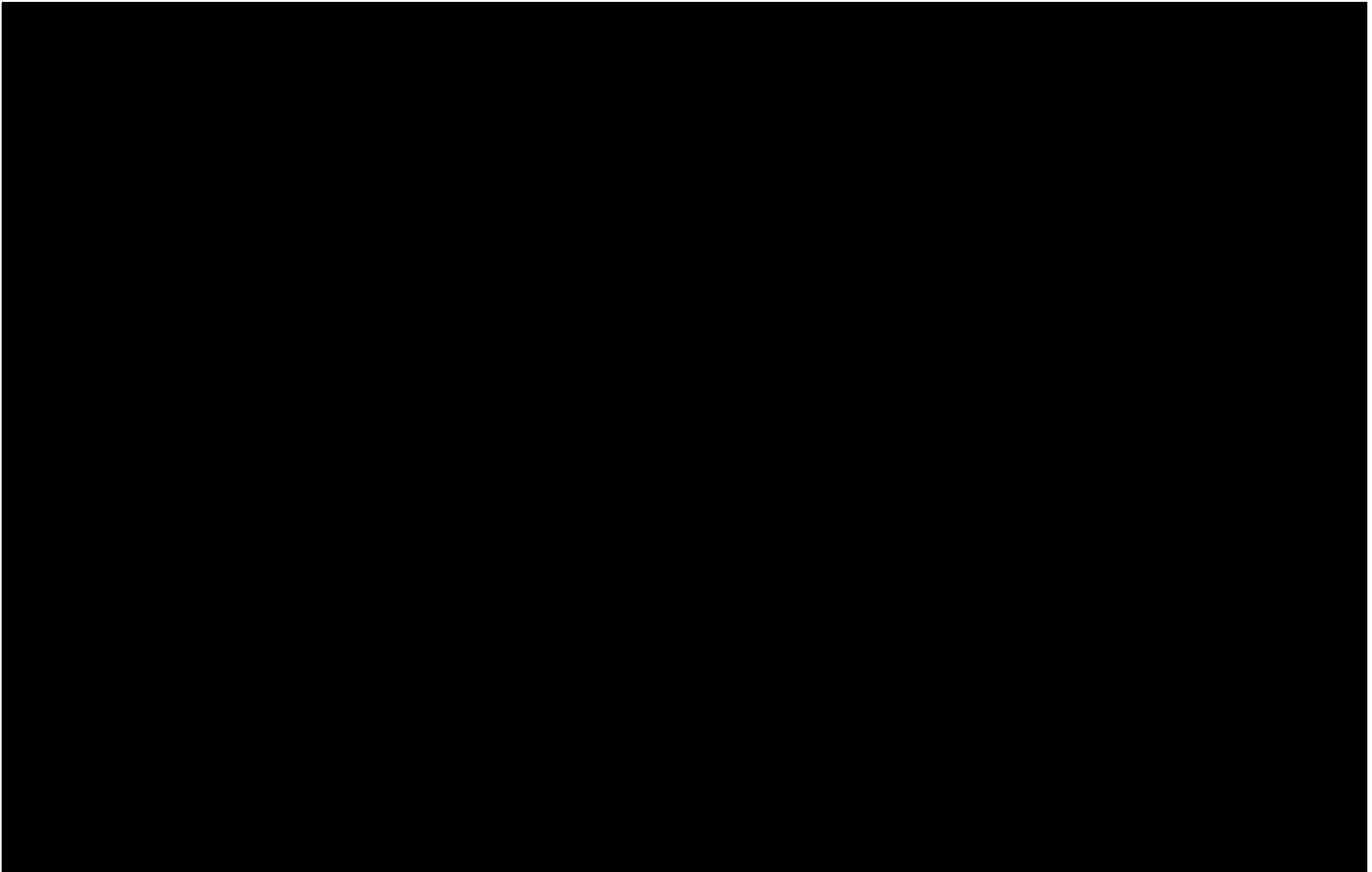
Apex has been working closely with members of the City Council to establish this facility at this location which all parties have agreed is the best place in the City of New Bedford for such a project. Even the mayor has publicly acknowledged that the Business Park is the only acceptable location for a cultivation facility in New Bedford. Even if the city decided to restrict locations for medical marijuana in the future there is no better location than the existing Business Park, which is isolated from other residential, commercial, civic or other uses that may be inconsistent with a dispensary or cultivation facility. ]

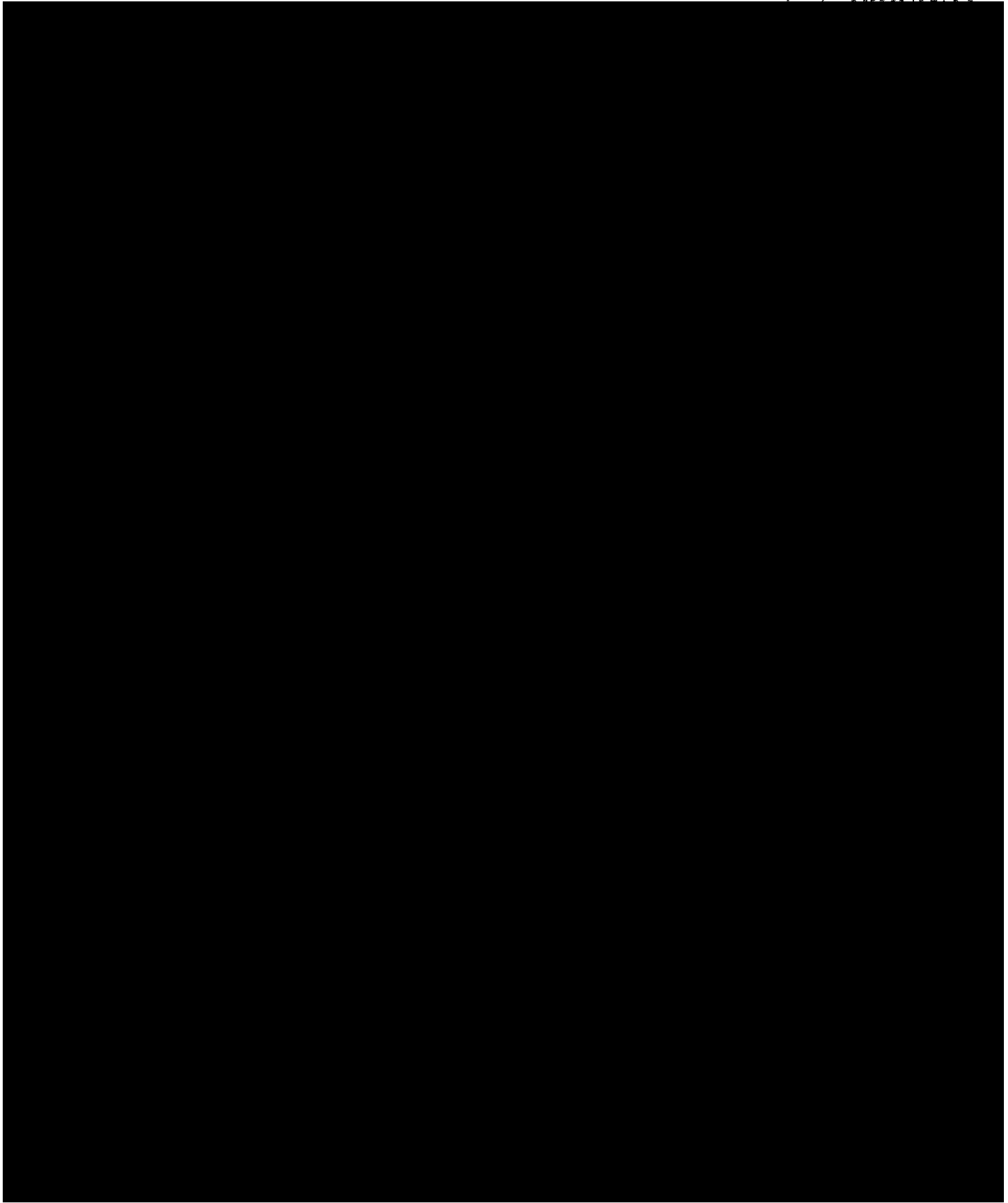
5.7 Describe the applicant's plan to continue to develop and maintain a positive relationship in each community in which the RMD is/will be located.





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.

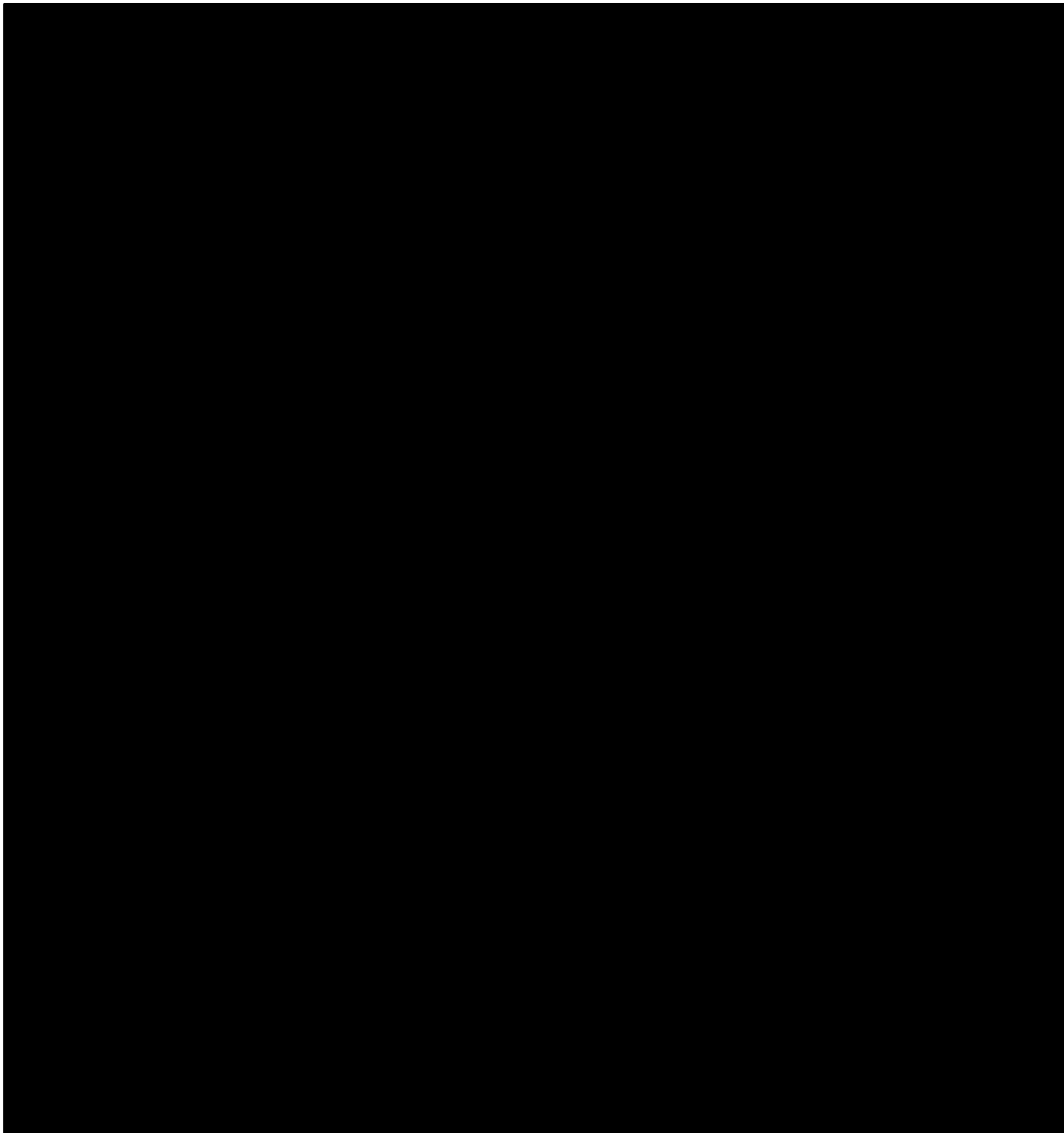




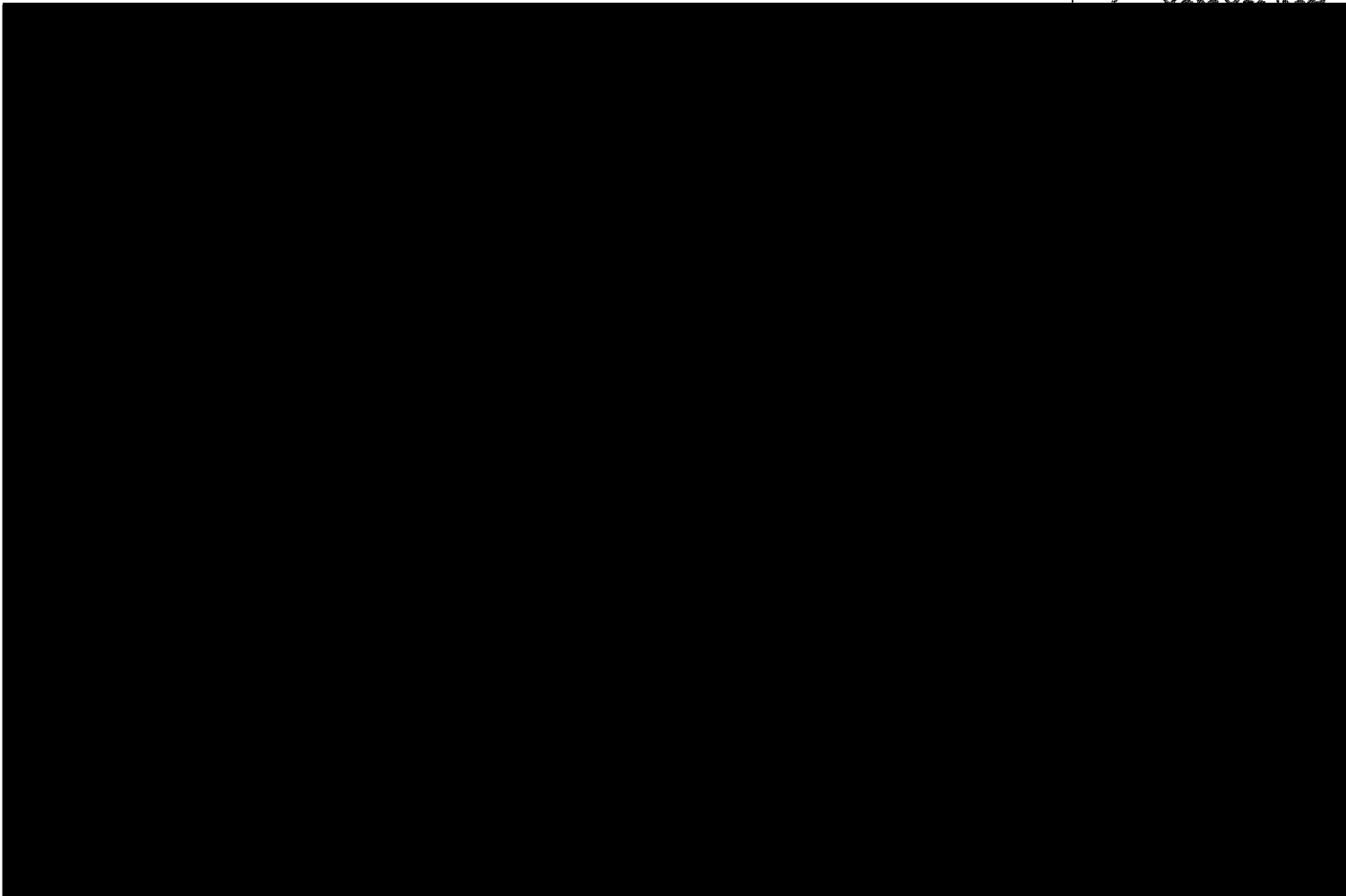


**ORIGINAL**

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 1.3, include the same organizational chart in exhibit 6.1.

[The Board of Directors (BoD) shall oversee the affairs of Apex. The management/governance structure and corporate policies of Apex shall be established and shall vest day-to-day duties with respect to the RMD dispensary facility, and all activities/operations in its Executive Management Team (EMT) and/or staff members.

The President shall also be the Chief Executive Officer (CEO) of Apex, shall serve at the Board's direction in managing the day-to-day affairs of Apex, and shall have general supervision over all activities of Apex. All officers of Apex will be part-time (PT) equivalency positions, provided that the President and CEO shall be deemed full-time (FT) equivalency positions.

Apex's other officer-type positions shall be Chief Financial Officer (Lesley Rich), Medical Director (Darrolyn McCarroll, M.D.), Director of Security (Napoleon Brito), Director of Operations (Robert Lally), Human Resource / Marketing Director (Alice Fernandes) and Director of Patient Services (Debra Maddox, Psy.D.). The foregoing positions (and further described below) shall report directly to the CEO, and the CEO shall report to the Chairman and to the entire BoD.

The Chief Financial Officer is a full time position, and will oversee the finances and administrative procedures of Apex.

The Medical Director is a part-time position, and shall establish policies relating to patient privacy, update Apex on new studies in medical marijuana research, outreach to local health care providers and facilities to raise awareness about Apex and medical marijuana in general, and oversee the presence of educational materials for the benefit of Apex's patients.

The Director of Security shall be a full time position in charge of overseeing the internal and external security of the facility, and of screening employees, updating background checks and arrest records, ensuring regulatory compliance, coordinating staffing of Security Officers, monitoring live and record surveillance footage, supervising inventory and implementing a plan for security.

The Human Resource / Marketing Director is a full time position, and shall assist in implementing Apex's efforts to educate the community; managing the marketing activities of the business; and serving as a liaison between Apex and outside institutions, and will be responsible for human resource policies.

The Director of Operations is a full time position, and shall assist with Apex's construction and development activities, staffing, compliance policies, and cultivation and growing techniques.

Dispensary Manager (2).

The Dispensary Manager reports directly to the Director of Operations, and is the primary supervisor for all of Apex' Dispensary team positions. The duties and responsibilities include but are not limited to employment, including recruitment, interviewing, hiring, training, termination and benefits; and supervision of all operations of the RMD.

Intake Specialist (3).

The Specialists report directly to the Dispensary Manager, and their duties include without limitation: verify patients; registration of patients as members in Apex's patient management/pos system; and provide entry to the dispensing area. The Dispensary Center employs full time and part time Specialists.

Dispensing Agents (5).

Dispensing Agent positions are intended as two full time positions, and two part time positions, who report directly to the Dispensary Manager. The duties and responsibilities include providing explanation, advice, presentation, and sale of medical marijuana.

Inventory Manager (1).

The Inventory Manager is a full time position who reports directly to the CFO. Duties include: receiving and checking in medical marijuana products from the cultivation facility; entering inventory data into the point of sale system; maintaining inventory in appropriate containers; and labeling such containers.

Accountant (1)

The accountant is a full time position and shall report to the CFO, and shall perform bookkeeping, accounting and other administrative tasks.

Security Officer (12).

Security Officers will be full and part time positions, and will report directly to the Director of Security. Security Officers will be responsible for enforcing the internal and external security policies of the facility, and greeting patients, monitoring live surveillance footage, helping guests through security procedures, and maintain safety on and round the premises.

Cultivation Manager (1)

The Cultivation Manager reports directly to the Director of Operations, and is responsible for the entire operation of the cultivation and processing facilities..

Master Grower (1) / Growers (9).

The Master Grower reports directly to the Cultivation Manager, and is the primary supervisor for all of the cultivation facility's personnel, including without limitation the actual growers. All growers will report directly to the Master Grower, assisting in daily cultivation tasks. MIP producers/workers will also report to Master Grower and assist in the MIP production.

The Processing Manager and the Processing Specialists report to the Cultivation Manager and are responsible for the processing of the medical marijuana.

A Quality Control Manager reports to Director of Operations and oversee the quality of the production.]

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.

[In order to exceed timelines and meet patient demand, Apex can count on the talent and commitment of a Board of Directors and an Executive Management Team who are profiled in this application. Our Organizational Team possess extensive knowledge and experience in the several fields that includes not only healthcare and business management and finance but also law practice and law enforcement as well as security and safety, patient care and medical research. Our group has also experience in the management of non-profit organizations. Such individuals are available to work immediately and where necessary to launch all aspects of the RMD and its operations.

Apex will maintain a high staff-to-patient ratio to provide a consistent level of quality service. As patient numbers increase, we will adjust staffing to maintain this capability. Apex has adopted a comprehensive hiring plan to guide recruitment, hiring, training and managing of our team, and uses a rigorous application process ensure the highest standard of service and medicine being provided to our patients. Apex will perform background checks at the time of hire and biannually on all employees to ensure ongoing compliance with Massachusetts law.

Recruitment:

The Apex team has met with the New Bedford Career Center to review recruiting/staffing efforts. It is our intent to utilize local resources for employment opportunities. As the company expands and employee needs increase, we will utilize a “promote from within” strategy, as well as word of mouth referrals and assistance from the New Bedford Career Center to fulfill our staffing needs.

#### Qualifications and Experience by Role:

##### Human Resources Manager.

Preferred Education and Experience: 4-year degree or equivalent experience; minimum 2-year experience in a human resources department preferred; skilled in MS Office, including Word, Excel, Outlook and Power Point; must be 21 years of age or older.

##### Intake Specialist.

Preferred Education and Experience: high school degree or equivalent experience; prefer 2 or 4-year college degree and/or experience as a receptionist in a medical office environment, or in a “customer interaction” position in a retail sales environment; skilled in MS Office, including Word, Excel, Outlook and Power Point; proficient in data management programs such as point-of-sale systems and the like, and strong interpersonal skills; must be 21 years of age or older.

##### Dispensary Manager.

Preferred Education and Experience: high school degree or equivalent experience; knowledge of medical cannabis use and varieties, and 2-4 years retail service experience, preferred; familiarity with medical office or pharmacy store settings is a plus; skilled in MS Office, including Word, Excel, Outlook, POS systems; experience with data management programs and point-of-sale systems, together with strong interpersonal skills, preferred; must be 21 years of age or older.

##### Dispensary Agent.

Preferred Education and Experience: high school degree or equivalent; knowledge of medical cannabis use and varieties, and 2-4 years retail service experience, preferred; skilled in MS Office, including Word, Excel, Outlook, POS systems; experience with data management programs and point-of-sale systems, together with strong interpersonal skills, preferred; must be 21 years of age or older.

##### Inventory Specialist.

Preferred Education and Experience: High School degree or equivalent. Prefer 2-4 years’ experience in inventory management. Skilled in MS Office, including Word, Excel, Outlook, POS systems. Skilled in inventory management software, and related data management programs. Must be 21 years of age or older.

##### Security Officer.

Preferred are those who have passed an accredited police academy; who have served a minimum of five years with a law-enforcement agency, or military experience, leaving in good standing; and who served with the local New Bedford Police Department and retired in good standing.

##### Master Grower.

Preferred Education and Experience: High school diploma or equivalent; 5-years' experience in cultivation, and full understanding of techniques and other skills associated therewith (i.e. construction, testing, quality control systems, and the like), together with expert knowledge in cannabis strains and use.

### Screening Process and Criteria

Apex has developed applicant screening criteria based on our high standards and within DPH Regulations. Upon employment application, the HR department will immediately process authorized background checks. This will include CORI checks, reference and employment checks. CORI checks will be completed upon initial hire, and biannually for all employees. Candidates meeting selection criteria will proceed to the interview process. The candidates chosen by the hiring panel are approved by any necessary executives and then are invited to a final review.

### Approval Process.

HR will complete the employee agent registration and will submit the following information to DPH:

- Proof of Age requirement.
- proof that the candidate has not been convicted of a felony drug offense in the Commonwealth, or a like violation of the laws of another state, the U.S. or a military, territorial, or Indian tribal authority.
- An application for registration of the dispensary agent.
- Full name, date of birth, and address of the individual.
- Written acknowledgement by the individual of the limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana for medical purposes in the Commonwealth.
- A copy of the driver's license, government-issued identification card, or other verifiable identity document acceptable to DPH.
- An attestation that the individual will not engage in the diversion of marijuana.
- A non-refundable application fee.
- Any other information required by the Department. ]

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.

[Apex values the contributions of each staff member and strongly supports individuals who maintain a consistently high level of effort, fulfill their position responsibilities, positively contribute toward achieving the agency's mission, and abide by the organization's principles and policies in our employee handbook (available



for review). Apex encourages and promotes personal growth and development, resulting in a more rewarding experience for staff members. Apex views the relationship with its employees as a partnership and commits to maintaining an atmosphere that is conducive to high quality service delivery and continuous improvement.

It is extremely important that employees understand their obligations and responsibilities, as well as their rights. In developing our employee manual, Apex worked diligently to strike an appropriate balance between policies and procedures that are absolutely necessary from a business standpoint (those that generally protect the agency, its patients and staff, and facilitate an adequately ordered environment) and those that allow or grant freedom to staff. Apex is committed to developing and maintaining a supportive atmosphere that engenders mutual cooperation and respect, and results in improved organizational efficiency and effectiveness. Apex intends to be fairly liberal in terms of granting latitude to proven team members who develop creative or innovative solutions to the challenges facing the agency and its patients. However, the organization cannot allow violations of policies and procedures that have been designed to protect, not only the company, but employees and patients as well.

The comprehensive employee manual created by Apex covers company and employee policies including the following: Personnel Recruitment and Selection Process; Verification of eligibility of employment; Termination of Employment; Promotion and demotions; Orientation; Employee work schedule and compensation; Employee benefits; Employee evaluations; Position and employee classification; Transportation policy; Drug and Alcohol use and testing; General employee regulations

#### Wages:

Salary structures are projected annually based on availability of funds. When given, salary increases are contingent upon a better evaluation on the employee's official anniversary. When additional responsibilities in sufficient quantity are added to a position on a permanent basis, a position may be upgraded to a higher level. Only the CEO re-grades positions.

Requests for salary increases will be made on an Employee Action Notice form and initiated by an authorized designee. After all appropriate sections are completed, the form should be forwarded to the CEO for action. The approved Employee Action Notice authorizing a salary increase will be forwarded to payroll for implementation and then placed in the employee's personnel file.

#### Benefits offered:

Apex has attempted to craft a benefits package that is flexible in its use and application, and demonstrates a reasonable accommodation of employee needs and preferences. Apex will provide a combination of benefits that contribute positively to individual employee's tenure with Apex. Employee benefits consist of family and medical, sick, holiday, personal, vacation, court-related obligation and military leaves, as well as health and workers' compensation insurance

In recognition of special service to Apex, Apex may provide tangible rewards to an employee or group of employees. Rewards for special contributions or service may be granted in recognition of the employee's length of service to Apex, participation on special projects and teams, a unique or innovative program or procedural improvement, an extraordinary accomplishment, outstanding leadership, as well as other significant achievements.

#### Promotion:

Promotion is an act whereby an employee is moved to a different position in the Apex organization which carries with it greater responsibility and/or compensation than the employee's current position. In filling vacant or new full-time positions, the CEO will consider promotion of qualified employees. Promotions are to be given without discrimination based on race, color, religion, sex, national origin, age or disability.

Promotions are based on past performance and capacity for the position to be filled. No employee shall be required to accept a promotion to a position of greater responsibility. Employees wishing to be considered for a promotion, when in response to a posted position vacancy, should communicate their interest to the CEO by written notice on a position vacancy application form. The CEO has final authority over all promotions.

## EQUAL OPPORTUNITY EMPLOYMENT

No employee, or person seeking employment with Apex, shall be appointed, promoted, demoted, removed, or in any way favored or discriminated against because of their race, color, religion, sex, national origin, age, disability, or sexual orientation. This Personnel Policies and Procedures Manual is designed to provide all Apex employees with specific information regarding personnel guidelines, responsibilities, standards and procedures. It should, therefore, help all staff to better understand both their privileges and their responsibilities as employees. This manual does not affect the at-will nature of employment with Apex.]

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.

[Employee Development Overview:

As we are committed to providing quality and dignified services to our patients, Apex will place a high priority on employee training and development. As the number of patients increase, we will adjust staffing and structure accordingly, in order to maintain a high level of patient service and to meet patient demands.

Apex has prepared a comprehensive Personnel Policies and Procedures Handbook to guide employees' behavior and relationship with the company. The handbook outline will be available to all employees. As a condition of employment, employees will complete training on all aspects of the handbook, and will receive a minimum of annual training and updates and as required. (The handbook is available for review upon request.)

Training:

Training will be provided by Apex Board, senior staff and, in some cases, faculty from the local community college and staff from local law enforcement agencies. Qualified candidates will be hired on a probationary status. During this period, candidates will be provided with required training and evaluated for suitability to work in a medical marijuana environment and under our expectations for employment.

Training will include the Apex Policies and Procedures Handbook, lectures, hands-on training and written tests. The handbook serves as a guide for employment with Apex, detailing how business is conducted, what is expected of employees, and workplace laws and procedures. Extensive job-specific training will also be provided. The training will also cover the following:

Medical - Medical training will include patient rights, ADA compliance and sensitivity to disabled persons, the proper uses and benefits of medical cannabis, how to identify and interact with a patient having a medical emergency, various trainings as required.

Legal – Legal training will cover all State and Federal laws relating to marijuana, especially those related to medical cannabis. Legal obligations of licensed cannabis dispensaries will be emphasized. Apex will also provide training on the rules of the dispensary, effective interaction with law enforcement, and the rights and responsibilities of patients.

Safety – Security and Dispensary personnel will be trained in acceptable currency identification and counterfeit detection, warning signs of possible theft, lock and alarm procedures, perimeter and entrance control, robbery response techniques, conflict resolution techniques and diversion detection techniques. Instruction will also be given for evacuation procedures and patient safety. ALL employees are required to complete a series of security and diversion prevention trainings.

#### Development:

The Apex employee handbook provides an essential framework of employee policies and procedures, as well as other specific information, that secure the organizational interests and operational effectiveness of Apex while maximizing the potential for high performance by staff and protecting individual rights. Apex does not believe there is an inherent incompatibility between corporate and employee interests, and views these two fundamental concerns as inseparable. While the employee handbook does place necessary restrictions on employee behavior and actions, Apex believes that it also offers ample opportunity for staff to use their ingenuity and discretion in fulfilling professional obligations to Apex's patients, the organization itself, and the community.

The information contained in the Employee Handbook will support professional growth and development and inform employees of specific rights, responsibilities, policies, and procedures while they are employed with Apex.

Apex employees will be well-informed regarding Federal, state and local laws, statutes, regulations, ordinances and codes that pertain to our business. The Employee Handbook will be updated regularly whenever changes take place in those areas.

Every Apex employee will undergo training that will include:

- Apex's Mission and Goals
- essential terminology for a RMD
- emergency/disaster/evacuation procedures
- alcohol/smoke/drug-free workplace laws
- employee security/personal safety/crime prevention policies
- workers rights under federal and state laws

Apex employees will participate in specialized training pertinent to individualized departments:

- Apex operations/regulations
- Administrative operations/regulations
- Grow facility operations/regulations
- Transportation operations/regulations



- Security operations/regulations

 ORIGINAL

Training will be centered around Apex's mission and goals, and will include all trainings required by the Massachusetts Department of Public Health, all Policies and Procedures, confidentiality and emergency procedures. Strong emphasis will be placed on patient care and customer service.

Apex, through partnering with key local industry educators, will facilitate training to all dispensary agents. Dispensary Agents will be provided with a minimum of eight hours of training annually, in topics of importance to all employees, as well as job-specific procedures.

Utilizing trainings and development, Apex will foster an environment that will allow for employee growth, prosperity and opportunity. Apex is dedicated to providing quality employment opportunities in our community and will work closely with our employees to monitor areas of improvement. Evaluations will be conducted quarterly by each department head. These evaluations will serve as tools to uncover potential areas of training and other necessary improvements.

Although some trainings are required as company policy, many trainings and educational programs will be available to employees. Employees will be allowed to take cross training within department specific operations. We feel it is important for all members of our team to fully understand and comprehend the business in its entirety and we encourage this type of learning.]

## **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.

[Apex will cultivate its cannabis in a state-of-art indoor hydroponic farm in the cultivation facility. By utilizing separate rooms in the initial 25,000 square foot facility (with an option and ability to expand to 50,000 square feet) for mothers and clones, vegetative growth phase and two staggered flower rooms, Apex will create a systematic perpetual cycle yielding a large scale harvest every 5-6 weeks. Each flower room will contain 100 high pressure sodium 1000 watt grow lamps, which yields an average production of 1 – 2 pounds each, depending on the strain.

Due to the modern infrastructure characteristics of the building housing the dispensary, cultivation and processing facility, and the fact that the landlord is a large commercial general contractor who is familiar with and ready to build out the site, Apex will not be delayed in developing the property. The professionals, the desired infrastructure and a fully executed lease are all in place as of this date. As such, Apex is confident in its ability to pursue and execute an aggressive proposed timeline from receiving a provisional certificate of registration to a date ready to dispense.

### Start-Up Timetable

(a) Cultivation Facility. The following is the start-up timetable with respect to the Cultivation facility:

- DD: Date of issuance of provisional certificate of registration.
- DD+10: Place orders for delivery of materials

- DD+10: Commence construction of vegetative, flower, mother and clone rooms
- DD+52 Landlord will complete work on interior leasehold improvements
- DD+59 Cultivation Hiring & Training – start training of personnel
- DD+60 Electrical preparation work for installation of equipment
- DD+67: Completion of HVAC for all rooms.
- DD+74: Install lighting and equipment for mother room; power on for troubleshooting; and commence construction of drying room.
- DD+76: Install lighting and equipment with respect to the vegetative and flower room, and move mothers into mother room and take cuttings (at this milestone, the Cultivation center shall be deemed to be at “limited operation”);
- DD+79: Finish cultivation buildout & DPH Inspection
- DD+83: Commence cycle 1 in seed germination.
- DD+104 DPH Inspection for Final License
- DD+109 Move plants to vegetation room
- DD+139: Move plants into flower room 2; begin cycle 2 bloom; (at this milestone, when flower room 2 becomes operational, the Cultivation Facility shall be deemed at “full operation”).
- DD+185: Harvest Cycle 1
- DD+220: harvest Cycle 2 (at this milestone, the Cultivation Facility will be on a perpetual cycle harvesting every 5 – 6 weeks).

(b) Dispensary Facility. Within 14 days of the date of issuance of a provisional certificate of registration, the Dispensary Facility will have limited operations in effect for hiring purposes, registering patients and finalizing all document and procedures to be utilized in connection with new patient orientation process. Within 70 days of such issuance, the physical space housing the dispensary will be fully built out to accommodate walk-in patients seeking to register, obtain education materials and otherwise go through the orientation process. Within 100 days of such issuance, all 5,000 square feet of Dispensary. The Dispensary will open approximately one month after the first harvest.]

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.

[Strong, consistent management oversight is a critical element in the execution of Apex’s plan for its first year of successful operations. Apex intends to ensure management oversight through the use of the two

traditional means of “reports” and “meetings”. From the day that the doors open, Apex is committed to operating in an efficient and growth oriented manner consistent with the framework established by DPH and other regulatory agencies. We intend on preparing monthly budgets to monitor the financial aspects of the operation, and to closely monitor patient growth and cultivation development.

## 1. Reports.

Apex’s Board of Directors and Officers believe that concise, regular reports are important in the early stages of the Dispensary operation, so that action items, problem areas and recommendations for improved operating procedures are communicated, tracked and acted upon, without fail or delay. Beginning on the date of Apex’s opening, such reports shall include:

- (a) President’s Report to Team Members
- (b) President’s Report to Board of Directors
- (c) Treasurer’s Report to Board of Directors
- (d) Executive Managers’ Reports to President
- (e) Managers’ Reports to President
- (f) Other Reports

Each Executive Manager and non-executive Manager may decide to request that the team members under their supervision make daily entries, however brief, into logs or diaries maintained in open form in their work areas.

## 2. Meetings.

Apex understands that meetings can sometimes offer valuable brainstorming and information sessions, and at other times are simply a waste of resources. However, in an effort to foster communication and team morale during the early weeks and months of the operation, the following regular meetings will be encouraged.

- (a) “All Hands Meeting” will be held during its first week of operation, and monthly thereafter for at least six months.
- (b) “Executive Managers’ and Managers’ Meetings”, at the discretion of Apex’s Executive Managers and Managers, will be regularly held meetings to facilitate the dissemination of policy updates, to gain feedback and suggestions from team members, and, again, to encourage communication.

Apex’s one-year operating plan incorporates Patient Care, Cultivation Production, Edibles, Concentrates & Tinctures, Non-Diversion and Inventory Control, Labeling, Patient Recordkeeping, Reporting and Safety & Security. Throughout the year, we will be monitoring and meeting to meet the individual goals in each of these areas.

In patient care we will strive to maximize the typical experience of a patient who arrives at our dispensary, and the actions and procedures undertaken to make sure their experience is perfect. With cultivation production, our reporting will monitor daily all aspects and we will respond to all improvements

necessary on an immediate timeframe. Our inventory control and labeling will be a real-time online system that will maintain continuous control of medicine. Patient record keeping in compliance with regulations will be a top priority and will be followed. Finally, safety and security will be continually reviewed to make sure that we respond to any incident and changes in conditions.]

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.

[Apex's' medical marijuana cultivation activities will be guided and advised by Lee Smith. Lee Smith has managed several medical cannabis grow operations and can produce quality, boutique products on a large scale. He understands how to design and build efficient grow spaces. Lee has fifteen years of experience as a general contractor and background in solar and geothermal technologies, water capture and remediation. He has access to a wide variety of genetics and can phenotype strains from seeds.

In his early 20's, Lee moved from Boston to Northern California where he learned from talented growers how to cultivate indoors and outdoors. In late 1995, he met Dennis Peron who engaged him in conversation around medical marijuana. Lee ended up volunteering to help California's Proposition 215 pass. He then went on to grow for Berkley and Oakland co-ops. Lee also has experience as a direct caregiver for more than 60 patients. In 2010, he began volunteering with Massachusetts Patient Advocacy Alliance to help pass Question 3 in the Commonwealth. He is a current active member of MPAA.

Apex has also enlisted the guidance of Sertac Ozdogru. Sertac has a master's degree in agricultural engineering. Sertac Ozdogru was born and raised in Adana, Turkey. He graduated from Uludag University with a Bachelor's Degree in Agricultural Engineering; Farm Structures and Irrigation. During his college years he received a scholarship from The German Academic Exchange Service (DAAD) and spent several months in Germany where he studied farm structures. He continued his education in Italy with another scholarship given by the Italian Foreign Affairs and European Union. He attended Instituto Agronomico Mediterraneo in Bari, Italy and received a post-graduate degree in Irrigation and Water Resource Development. During his studies he worked in Holland on medical marijuana growing techniques. Mr. Ozdogru is fluent in English and Turkish. He is a self-taught graphic designer and has high IT capabilities. He is currently holding a Teaching Assistant position in Graphic Design in a local vocational high school system. He is a resident of Fairhaven, Massachusetts which is located adjacent to New Bedford

To reinforce the notion that Apex intends to hire locally, Apex has enlisted a team of local Massachusetts caregivers Adam Pitts, Christopher Buckingham, John DeRosier, and Jason Cullinan. This group has extensive knowledge of the medicine, its different strains, cultivation methods, and concentrate extraction methods. Working together over the past several months the Apex cultivation team has put together a cultivation plan focusing on quality, variety, and consistency while assuring that the RMD will be able to provide a steady supply of quality medicine to our patients.

Together these consultants will provide guidance and advice to Apex with respect to cultivation-related activities including the interviewing, training, supervising and responding to Apex's' cultivation staff, and with respect to standard operating procedures and nutrient and quality control regimens. Consultant guidance and advice will also be sought in connection with the build out, development, and modification of the cultivation facility. In providing a safe and effective medication for thousands of patients, Apex cultivators will be implementing an organic growth strategy, and an environmentally sound process for dumping biological waste matter and other sensitive materials.

The Vegetation (vet) room will run a Deep Water Current (DWC) system for mothers. All clones will be taken and propagated using the ez clone system. Lights used in the veg room will be HID and T-5 fluorescent. The veg room will be vented with 12 inch blowers and all HID lights will be daisy chained and vented separately using 8 inch blowers. The veg room will be kept at a relative temp of 70-75 deg and regulated with ac. The veg room will also have co2 @ no more than 1500 ppm, this will be generated using natural gas.

The flower area will be separated into individual smaller 30 x 40 rooms (Pods). Each Pod will have four rows of flood drain tables, each row will have five tables per row and each table will have four 600 watt digital ballast running High Pressure Sodium (HPS) lights. These lights will be daisy chained and vented using 8 inch blowers. In addition the room will be vented and scrubbed using 12 inch blowers and carbon filters.

The Flower rooms will run CO2 @ no more then 1500 ppm. The Co2 will be generated using natural gas. sniffers will be placed according to the height of the scrog. The flower rooms will be kept @ a temp of no more than 70-75 using ac units for each room. All reservoirs will have air stones and the temp of the water will be chilled at a temp of 65-70 deg.

There will be a clean room that all growers will have to have to pass through before they go into the hall way that will take them to the grow pods. The growers will put on a uniform and shoes that will stay at the site and will be cleaned every week. This will ensure a clean environment for the grow pods.]

- 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.

[Apex will produce only the highest quality medication for its patients, which will include a process to eliminate undesirable variables and to utilize desirable testing methods. All cannabis will be grown using a completely automated system to ensure that all plants of the same strain will feed for the same amount of time and from the same nutrient mix. Each nutrient solution will be checked daily prior to feeding in order to verify the integrity of the nutrient content within five parts per million. The acidity (pH) of the solution, just as important to optimal growth as nutrient content, will also be closely monitored, and will be verified before each application of the nutrient solution. All monitoring devices will be re-calibrated prior to each use. Although only organic nutrients are to be utilized, each plant will undergo a one week flush period with sub-5 ppm reverse osmosis filtered water to eliminate the possibility of any excess nutrients remaining in the soil prior to harvest.

Apex, in cooperation with an outside state-of-the art laboratory, will test all products to ensure that the medicinal cannabis our patients are using is safe, effective and consistent. Using advanced analysis, we are able to scientifically quantify medicinal cannabis through analysis of moisture content, cannabinoid composition and potency, microbiological contamination, and presence/absence of pesticides.

Internal Screenings will be performed on all Plant Material (in addition to profiling and testing to be conducted by an outside laboratory):

- i. Cannabinoid Profiling - using High Performance Liquid Chromatography (HPLC) and/or Gas Chromatography-Mass Spectrometry (GCMS) equipment, we can perform a quantitative analysis (% weight of sample) for the following cannabinoids: delta 9 THC, delta 9 THC Acid, CBD, CBD Acid, and CBN. Quantitative analysis of other active cannabinoids (i.e., THCV, CBC, CBG) and other active ingredients (i.e., terpenes) will be performed as standards become available.
- ii. Microbiological Screening via Standard Plate Count ensures that plant material is free of bacteria, mold, and fungus.

- iii. Foreign Matter Inspection is a gross visual and microscopic inspection of raw plant material and allowing for rapid detection of mold, insects and other foreign matters.
- iv. Moisture Content Analysis is performed by means of a Loss on Drying Test, which provides Apex patients with a more consistent product.
- v. Pesticide and Fungicide Screening looks for five major classes of pesticides and fungicides - Carbendazim/Benzimidazole, Pyrethroids, DDE/DDT, Spinosyns, and Organophosphate - ensuring that our medicine is free from 90% of the pesticides and fungicides used in the medical cannabis industry.
- vi. Assays in Development include heavy metal analysis, DNA fingerprinting technology, and nutrient analysis on live plants can and will be performed.

Internal Screenings will also be performed for Alternative Dosage Forms - i.e. edibles, potables, tinctures, and topical (in addition to profiling and testing to be conducted by an outside laboratory):

- i. The extract or cannabinoid medium (i.e., butter, oil) will be assayed for cannabinoid profile and microbiological screening, and pesticide/fungicide screening (if needed) before use in various dosage forms.
- ii. The final product (i.e., after baking, pasteurizing and emulsifying) will once again be assayed for cannabinoid profile and potency; thus, allowing provision of consistent and safe products for our patients/members.

All testing conducted by an independent laboratory shall be with one that is (a) accredited to International Organization for Standardization (ISO) 17025 by a third party accrediting body such as A2LA or ACLASS; or (b) certified, registered, or accredited by an organization approved by the Department. Such outside testing will be conducted in accordance with the frequency required by the Department. ]

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 disposal processes are designed to avoid any kind of diversion and will be done in a monitored and regulated manner by security personnel. All waste, including waste composed of or containing finished marijuana and MIPs, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall 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.

Solid waste generated at a RMD shall be disposed of as follows:

- (a) Incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection (DEP). No fewer than two dispensary agents must witness and document destruction; or
- (b) Disposal in a landfill holding a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located. No fewer than two dispensary agents must witness and document disposal in the landfill; or
- (c) Grinding and incorporating the medical marijuana waste with solid wastes such that the resulting mixture renders the medical marijuana waste unusable. Once such medical marijuana waste has been rendered

unusable, it may be (i) disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located; or (ii) 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.

Apex will accept at no charge unused, excess, or contaminated marijuana from a registered qualifying patient or personal caregiver, and shall destroy it as provided in 105 CMR 725.105(J) and maintain a written record of such disposal, which shall include the name of the supplying registered qualifying patient or personal caregiver if applicable.

When marijuana or MIPs are disposed of, Apex will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. Apex shall keep disposal records for at least two years.]

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.

[Alternative dosage products (or MIPs) will be made by Apex in various potencies. These products are very important for patients who do not wish to inhale (e.g., the elderly), who have an illness that inhalation might impact negatively (e.g., lung cancer), or who want a longer-lasting medicinal effect (e.g., chronic pain).

Ingestible products will be made with organic ingredients and in various potencies, and suggested products that will produce and test include:

- various strains of Indica, Sativa, and hybrid dried flowers for inhalation;
- edibles and baked goods, including but not limited to brownies, cookies, vegan dark chocolate bars, lozenges and lollipops;
- potables (various beverages containing water, herbs, sweeteners and medicine);
- butter for use in cooking and baking at home;
- salad dressings;
- tinctures (Sativa or Indica in alcohol and glycerin base; whole herb extract tinctures with various sweeteners); and
- topical creams, lotions, oils and bath salts.

Production of edible MIPs shall take place in compliance with the following:

(a) All edible MIPs shall 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: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements; and



(b) Any edible MIP that is made to resemble a typical food or beverage product must be packaged in an opaque package and labeled as required by 105 CMR 725.105(E)(3).

Apex shall comply with the following sanitary requirements:

(a) any dispensary agent whose job includes contact with marijuana or non-edible MIPs, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;

(b) any dispensary agent working in direct contact with preparation of marijuana or non-edible MIPs shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness, and (c) washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

(c) Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the RMD in production areas and where good sanitary practices require employees to wash and/or sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

(d) All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the U.S. Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;

(e) All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana and MIPs;

(f) Apex's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the RMD's needs;

(g) Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross-connections between the potable and waste water lines;

(h) Apex will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

(i) Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and

(j) Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container.

With respect to storage, Apex shall:





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(1) provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 105 CMR 725.105 and 725.110.

(2) have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed.

(3) storage areas shall be maintained in a clean and orderly condition.

(4) storage areas shall be free from infestation by insects, rodents, birds, and pests of any kind.

(5) storage areas shall be maintained in accordance with the security requirements of 105 CMR 725.110.

With respect to packaging and labeling, marijuana shall be packaged in plain, opaque, tamper-proof, and child-proof containers without depictions of the product, cartoons, or images other than Apex's logo. In addition, edible MIPs shall not bear a reasonable resemblance to any product available for consumption as a commercially available candy.

All MIP's will be accounted for in Apex's inventory control system requiring bar-coding among other things.]

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.

[Inventory Management Program.

With respect to Apex's inventory management program, Apex will adhere to the following procedures:

(1) limit its inventory of seeds, plants, and usable marijuana to reflect the projected needs of registered qualifying patients;

(2) maintain real-time inventory as specified by the Department and in 105 CMR 725.105(G)(3) and (4), including, at a minimum, an inventory of marijuana plants; marijuana plant-clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal;

(3) establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana and MIPs in the process of cultivation, and finished, stored marijuana;

(4) conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;

(5) conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory;

(6) ensure that the record of each inventory shall 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; and

- (7) tag and track all marijuana seeds, plants, and products, using a seed-to-sale methodology.

Apex' will work with the DPH's recordkeeping and inventory management programs to handle all phases its operations, and will be a part of the policies and procedures governing the operations and personnel. Such program covers seed-to sale tracking, prevention of diversion, and storage of marijuana through Apex' DPH approved patient point of sale and inventory control tracking software. In addition, Apex shall adhere to the following inventory control steps:

(a) On a weekly basis, Apex will verify that the cultivation and processing facility and the dispensary facility do not possess an amount of marijuana that exceeds the total of allowable amounts of marijuana, according to Massachusetts law and regulations, for the total number of registered qualifying member patients of Apex; and

(b) On a weekly basis, Apex will review the Dispensary and the Cultivation card and biometric fingerprint access systems and CCTV systems footage to ensure compliance with proper access and inventory control security procedures.

(c) With respect to inventory management and diversion prevention measures, please also note (i) Response 5.9 which details 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, and (ii) Response 7.8 which details provisions for preventing diversion and tracking inventory during the transport of marijuana.

Not in limitation of the foregoing, Apex shall adhere to the following inventory control steps and matters: (i) conduct an initial comprehensive inventory of all medical marijuana at the Cultivation and the Dispensary on the date that Apex first dispenses medical marijuana; (ii) conduct a comprehensive inventory, as required under the regulations; and (iii) conduct a monthly inventory review of stored, usable marijuana so as to be in compliance with the regulations.

Within twelve hours of discovery of a discrepancy in any inventory or other adverse event, notify DPH, the City of New Bedford Police Department, and the Massachusetts State Police by telephone of the discrepancies identified during inventories conducted and reviewed pursuant to the regulations. In the event of any failure of the security-alarm systems, due to loss of electrical support or mechanical malfunction that is expected to exceed an eight-hour period, the Director of Security shall maintain in an auditable form for a period of at least twenty-four months after the event for all inventories conducted and reviewed pursuant to the regulations. The record shall include, as a minimum, the date of the inventory, a summary of the inventory findings and the name, signature and title of the individual who conducted the inventory.

#### Inventory Control - Tracking.

In conjunction with Apex' point-of-sale and inventory control systems, inventory of Apex' marijuana can be tracked with a high degree of accuracy. Inventory checks and cross-checks are performed in accordance with the laws, rules and regulations of the Commonwealth of Massachusetts and also with the procedures set forth in Apex' Safety and Security Plan. Apex will use a bar code inventory system to track the medical marijuana from mature growth to ultimately being dispensed to the patient.

#### Inventory Control - Storage of Usable Marijuana.

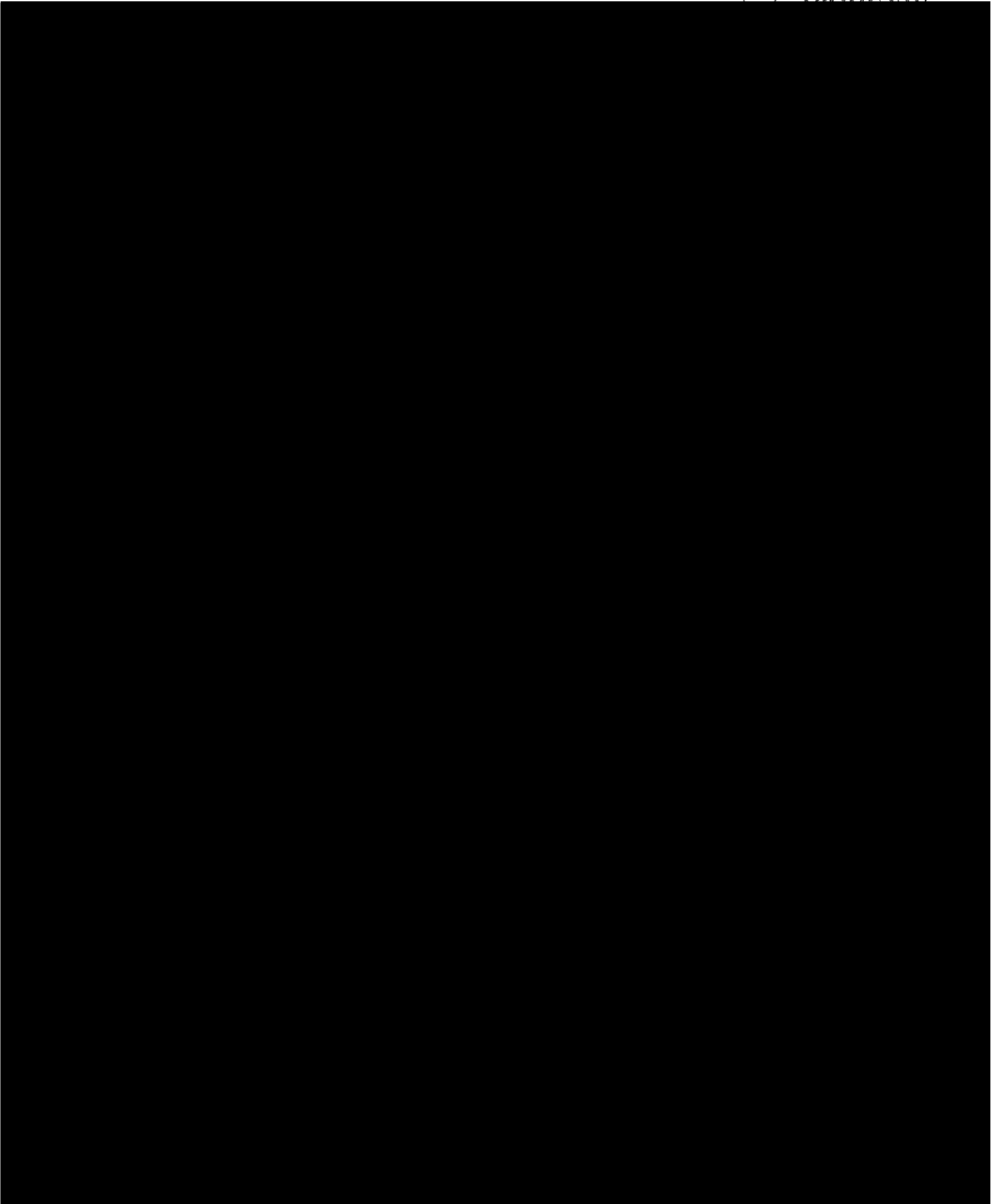


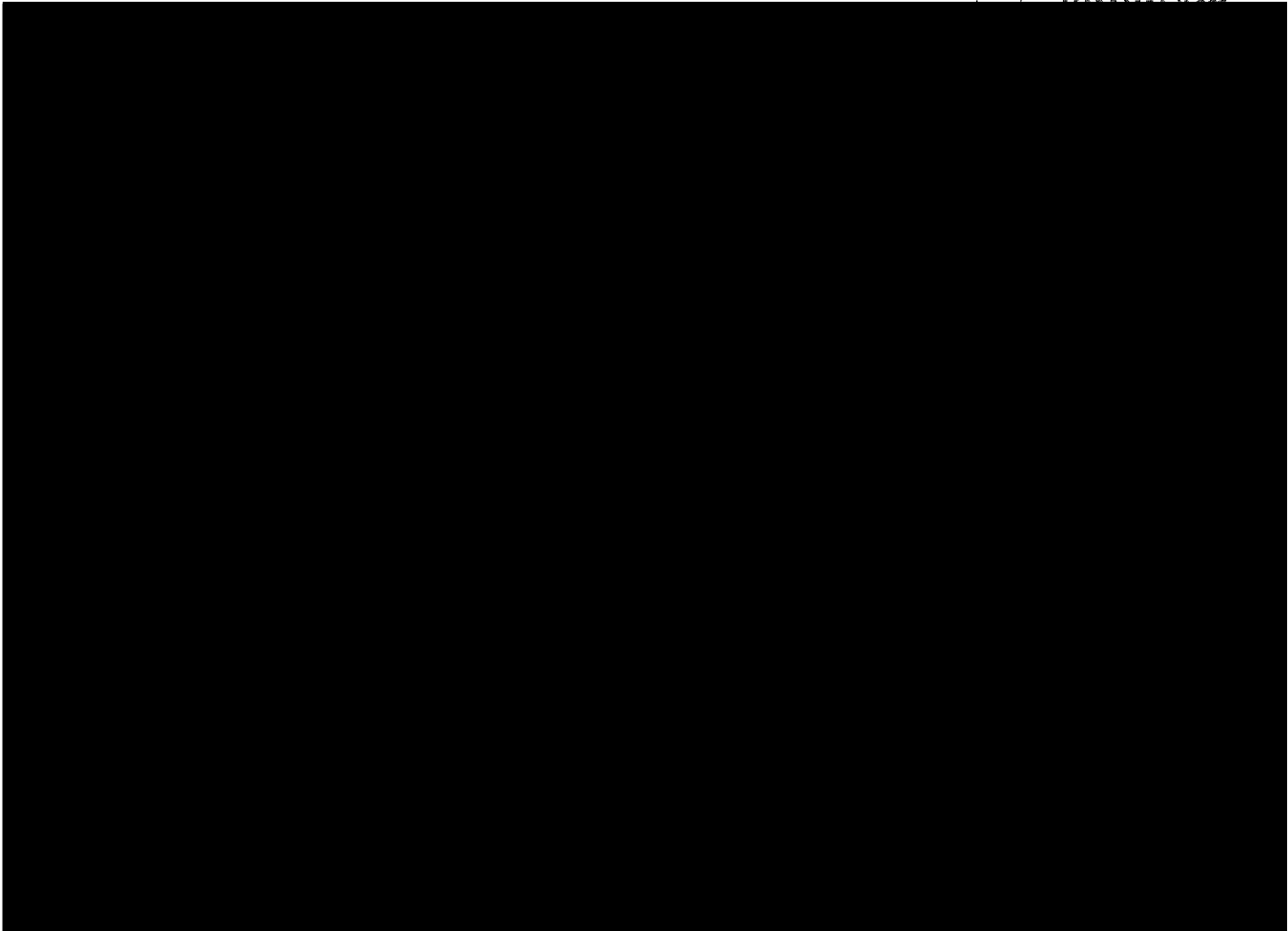
Inventory Control – Personnel Duties:

The Inventory Supervisor/Supervising Dispensary Technician duties include:

- Receiving and checking in (and weighing for accuracy) medical marijuana products from the cultivation facility.
- Entering inventory data into Apex' point-of-sale system.
- Filling, weighing and labeling the dispensary facility floor medicine jars, and maintaining storage jar inventory.
- Keeping scales calibrated.
- Maintaining an accurate count of inventory by performing daily random weights of medical marijuana for inventory control and security.
- Overseeing packaging, if necessary, at the Dispensary Center.]

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.

[Apex recognizes the needs of the diverse population in Bristol County and will provide services, including printed educational materials as well as multi-lingual personnel to adequately serve all patients. We will strive to have multi-lingual employees available during all operational hours.

The expected patient population in the state is around 1% of the population. Based on this assumption we have created patient population models for the state as well as the host county where Apex proposes to open an RMD. Apex believes that the number of dispensaries in each county should be directly proportional to the population of that county. This will disperse the responsibility and ability of each RMD to provide quality medicine to the patients in that respective county as well as the ability to be a successful nonprofit.

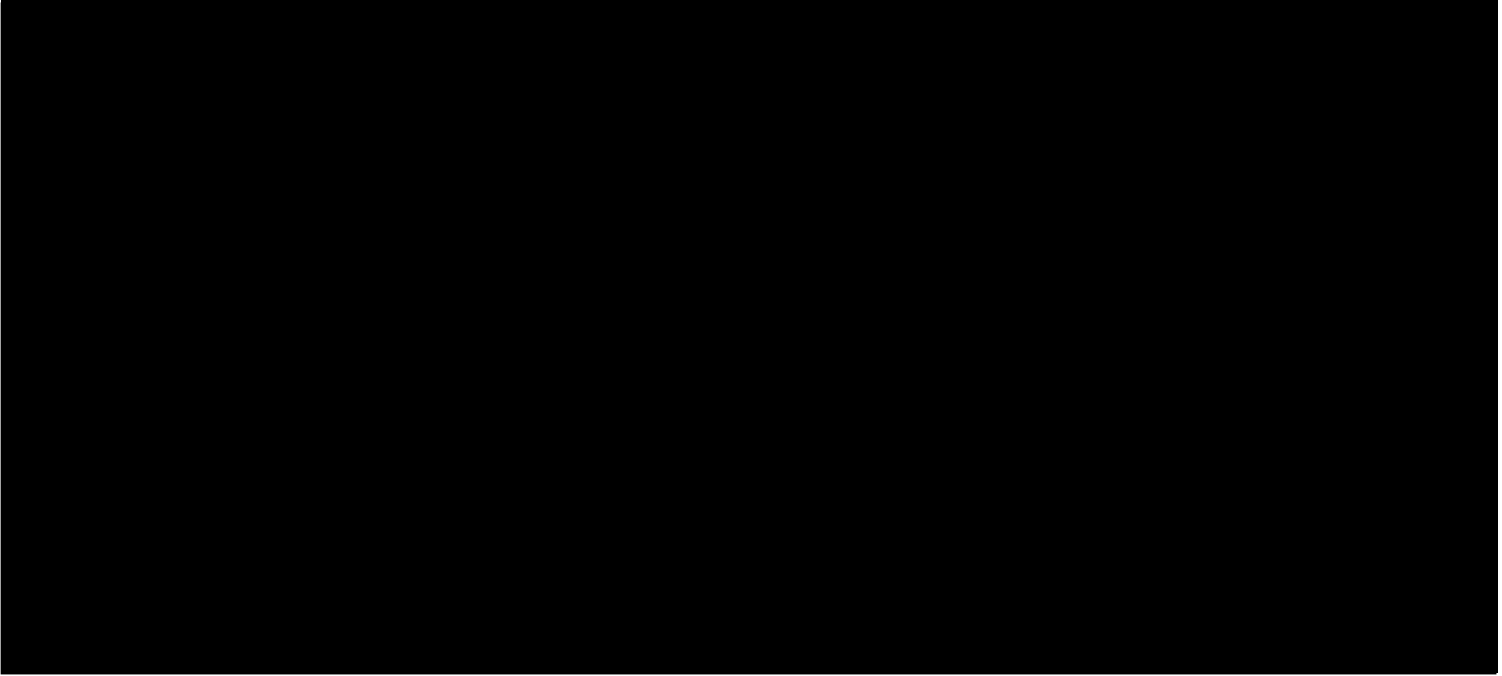
Apex has created models based on population. We did this by distributing the maximum of 35 RMDs given the restrictions of at least one and no more than 5 per county. We know that there is a maximum of 5 and a minimum of 1 in each county. Therefore we assigned at least one RMD per county and limited Middlesex to just 5 RMDs. We then calculated based on the percentage of the Commonwealth's population in each county the number of RMDs needed to provide the proper amount of medicine to the qualified patients.

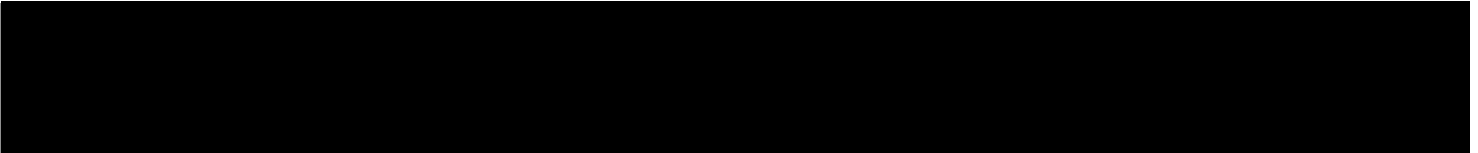
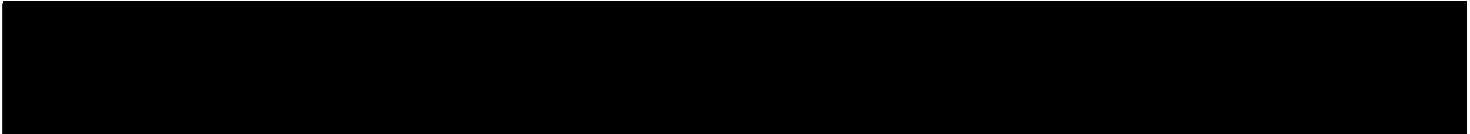
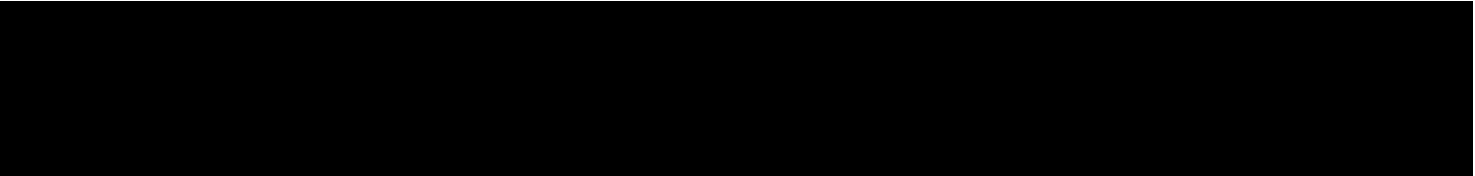
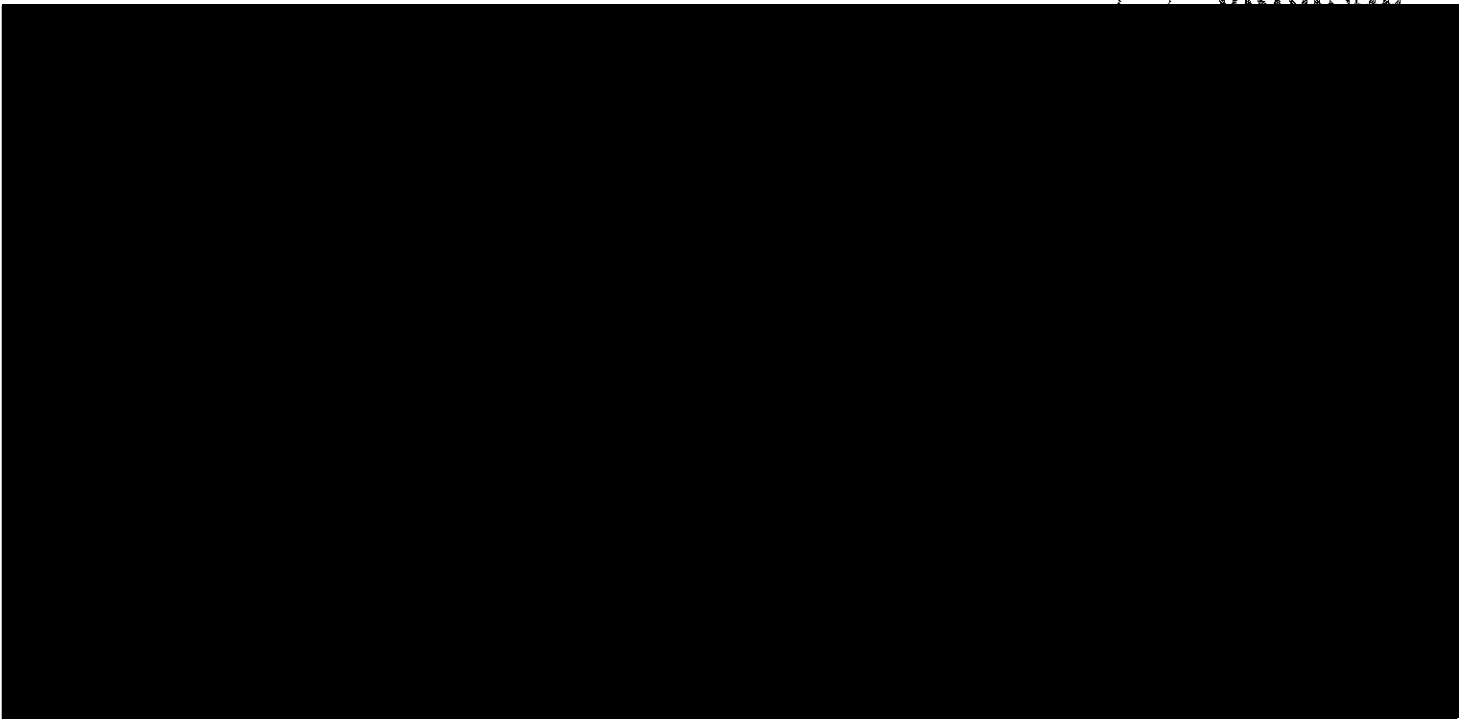
Apex acknowledges that patients will travel to a neighboring county to get their medicine if the RMD there is either more convenient or has better medicine. Apex has created patient models based on a 20 mile radius of our proposed RMD location. New Bedford has approximately 451,704 people living within a 20 mile radius of the proposed RMD. One percent of this population is 4,517 patients. If the 35 licenses are dispersed based on population, we assume there will be 3 RMDs in Bristol County. Based on the assumption that there will be 3 dispensaries in Bristol County, this averages approximately 1,505 patients per RMD.

We determine that New Bedford's radius includes Bristol, Plymouth, and Barnstable Counties. According to population we estimate that there will be 7 RMDs within these counties. If we take the projected patient population within our radius of 5,511 patients and divide that by the 7 predicted RMDs we get approximately 787 patients per RMD. We assume that on average patients will need 1.5oz of medicine per month. Therefore each RMD will need to produce approximately 74lbs of medicine per month.

The data above is not exact and, therefore, our models serve as a guide to our planning. Apex is fully prepared for not only the minimum amount of patients in each model but for much larger patient populations than demonstrated above. Apex is fully confident that it will be able to supply the demand of the patients of our proposed location. Massachusetts has a population of approximately 6.65 million people ( US Census Bureau 2012). 1% of this population is 66,460 patients in MA. With a maximum of 35 RMDs in the state, assuming an equal amount of patients use each RMD, there would be 1,898 patients/RMD. If we estimate each patient on average will need 1.5 oz of medical marijuana in one month, we calculate that each RMD will need to produce 2,848 oz/month or 178 lbs/month if the population was evenly distributed. If we use the same logic and assumptions as above, we can calculate the projected patient population in Bristol County. Bristol County has a population of approximately 551,082. One percent of this population is 5,511 patients. If there are a maximum of 5 RMDs in Bristol, this would give on average 1,102 patients per RMD. Apex has determined based on population that Bristol County will be the home of 3 dispensaries (see attached chart). Based on this calculation there would be 1,837 patients per RMD.]

- 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.





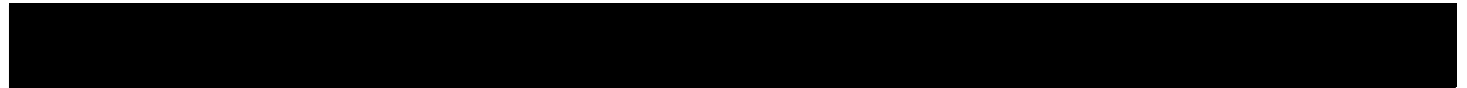
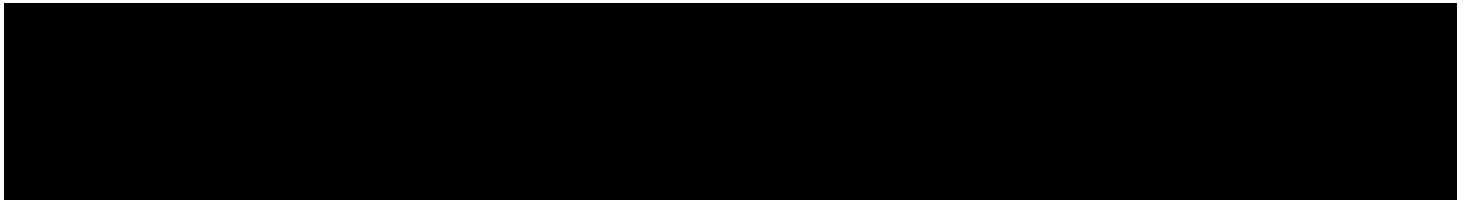
7.11 Describe the RMD's patient record keeping system and planned use of technology to support business operations, including use of the Department's electronic registration and dispensing tracking system. Note that a copy of the patient record keeping policies and procedures will be reviewed as a component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

[Prior to dispensing any medical cannabis, the patient's use history will be reviewed to ensure that only the amount of medical cannabis permitted by law is actually dispensed. As Apex's point-of-sale and software system is integrated with the DH-supported interoperable database, the computer software provided will "flag" the patient's record if the amount of marijuana purchased is in excess of the recommended dosage.

All medical cannabis dispensed and all other products sold will have barcodes to ensure accurate record keeping. The employee dispensing medical cannabis will start the purchase transaction process by scanning the product's barcode. The scan will produce a product image on the employee's computer screen, and simultaneously the transaction will be video digitally recorded as well as key stroked. If the product needs to be weighed, then it will be placed on the scale and the point-of-sale system software will make a record. The

printed record will then be placed in the patient's profile, the date and time recorded and the quantity dispensed. The total amount dispensed will then be deducted from the patient's allowable medical cannabis quantity. All paper purchase and sales records will be filed and retained for a period of twenty-four months.

Apex believes this system provides the requisite tools necessary to control security issues, employee records and the confidentiality requirements of patient records that this business industry demands. Apex will provide a unified and biometrically secure HIPAA (Federal Health Insurance Portability and Accountability Act of 1996) compliant registry of medical marijuana patients.



Information held by Apex about registered qualifying patients, personal caregivers, and dispensary agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the DPH may access this information to carry out official duties. Apex shall require that protected health information of patients is used and maintained in strict compliance with Massachusetts laws, HIPAA and other applicable laws and regulations.]

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.

[Apex will always be engaged in not-for-profit programs satisfying its mission statement as a nonprofit enterprise for the mutual benefit of its patients, including without limitation the provision of marijuana to registered qualifying patients with verified financial hardship at no cost or reduced cost in accordance with the sliding fee scale attached as exhibit 7.12 in addition to the following discounts:

1. State, Federal and Military Disability Patients.
  - 12% discount on one ounce per month.
  - 6% discount on additional purchases per month.
2. Cancer and AIDS Compassionate Care and Access Program.
  - 12% discount on one ounce per month.
  - 6% discount on additional purchases per month.
3. Terminal Patients Who Have Six Months or Less To Live.
  - certain free medicine to such patients within legal dispensing guidelines and terms of recommendation.





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4. Elderly or Disabled Patients With No Means of Travel/Transportation.

- free delivery of medicine will be available within a 20 mile radius subject to meeting verified hardship requirements and compliance with the laws, rules and regulations of the Commonwealth of Massachusetts.

5. Compassionate Care Jar Program.

- Program pursuant to which money donations may be made by members and staff, and matched by Apex, on a temporary per-need basis.

- Patients meeting verified financial hardship requirements in accordance with DPH regulations with small amounts of money - Apex will seek, on an individual basis, to match the patients' contribution amounts so that such patients' can purchase their needed medical cannabis.

6. General Discounts.

- Senior citizen discounts (65 years of age or over).]

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.

[Apex will create training programs, educational seminars and a customer-friendly experience for our patients/certified caregivers. 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 are as follows:

- All employees will have to pass an extensive course in customer service and patient rights and responsibilities.
- Information on HIPAA requirements will be provided to our patients in English, Spanish, and Portuguese (the most prominent second languages of our area.).
- Apex will offer a variety of patient literature and free classes / informational sessions designed to promote appropriate use of medicine, including, but not limited to, the latest research on efficacy with particular debilitating conditions, emphasis on non-smokable forms of medicine (MIP's), issues of dependence, tolerance, recognition of symptoms of depression and other precursors to substance abuse, and information regarding referrals to treatment programs.
- Providing patients information in English, Spanish, and Portuguese that will assist them in selecting the appropriate strain and means of administering for their particular needs.
- Providing patients with a simple, easy-to-use means of recording/tracking strains used and associated effects.

- Written material in English, Spanish and Portuguese explaining appropriate transportation and storage of medicine to prevent diversion, or use by unauthorized individuals.
- Written materials in English, Spanish and Portuguese on potency and importance of using least amount of medicine needed to promote relief of symptoms.
- Labeling on medicine packages warning patients about laws regarding prohibition of medicine use on RMD premises or while operating motor vehicles (M.G.L. c. 90, s.24).
- All materials shall carry the warning that marijuana has not been analyzed or approved by the FDA, that there is limited information regarding side-effects of the medicine, and that there may be health risks associated with the use of marijuana.
- All products will carry the warning to keep medicine away from children.
- Notification of patients regarding prohibition of distributing medicine to others and their responsibility to return any unused, excess, or contaminated product for proper disposal by Apex (in English, Spanish and Portuguese).
- Providing patients with general nutritional information to promote overall health

Apex will provide a TTY/TDD telephone line to provide information on our services, classes, and informational sessions for hearing impaired patients

DPH registered caregivers will be encouraged to attend informational sessions to help them understand appropriate transportation and storage of medicine, importance of avoiding diversion of medicine and preventing access to medicine by unauthorized persons.

Caregivers will be given special instructions of strains of medicine and efficacy with particular conditions

Patients will be required to communicate regularly with their physicians to monitor their progress while using medical marijuana.

Registered qualifying patients and their personal caregivers who are new to Apex will first participate in an orientation process to become familiar Apex's policies and the information above. ]

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.

[Marketing Objectives.

Increase Public Education - Apex can attract new patients by continuing to educate the local public about cannabis as a viable, safe alternative medicine.

Increase Brand Awareness – Our service-based programs will make Apex a destination for patients in the Commonwealth. Some of these services include a Apex patient hardship and home delivery service, home in-take and nutrition counseling.

Maintain Outreach Efforts – By working with community groups and participating in community events, Apex will better serve its community. It also builds awareness, relationships and cooperation that will lead to increased referrals and member growth. Apex’s board will meet regularly to discuss distribution of these community outreach funds and support causes that reflect our mission.

#### Marketing/Promotional Strategy.

Word of mouth is the most important way to attract patients and build awareness. Apex will determine a budget for advertising and marketing costs. We will focus primarily on education and focus on the fact that medical cannabis is legal, safe and available through Apex.

Printed brochures and flyers will be available in English, Spanish and Portuguese, the predominant languages in the community.

Public Relations – Because of current Massachusetts Department of Public Health regulations, our public relations plan is limited. Apex has, however, received endorsements from the New Bedford Standard Times Editorial Board, WBSM radio and Town Square Media.

Viral Marketing – Satisfied members can be the most effective means to promote Apex and its brand. Additional efforts will be directed at better leveraging its patient population to evangelize on Apex’s behalf. Apex will develop a formal referral program that encourages current members to pass on information to a friend. This is particularly important, given that “friend” is the most common answer reported on new patient intake forms when patients are asked to indicate how they heard about a dispensary.

#### Sales Strategy.

As a service-based organization focused on patient wellness, our approach to sales must clearly reflect that orientation. Accordingly, sales will be highly consultative and focused on patient care – not retail product selling in the traditional sense.

A strong emphasis will be placed on customer service and product knowledge to ensure that patients are provided with accurate and useful information. This is critical, since doctors certify patients for medical cannabis use but do not recommend the type or form of cannabis.

The dispensary must operate efficiently in order to remain financially viable. Therefore, the dispensary will provide ongoing training to its staff to ensure that they are routinely providing excellent service. DPH has outlined several regulations concerning marketing under MGL 105 CMR 725.035. Some of these regulations place limitations on our marketing efforts; however, we have several plans that have worked, and will continue to work to ensure we are introduced to our target markets.

#### Our Key Differentiators.

High standards of quality - Quality is of the utmost importance to our TEAM and to realize this goal we have created an in-house lab and the use of an independent testing facility so we can deliver the highest quality of medicine that has been tested for contaminants and to determine potency.

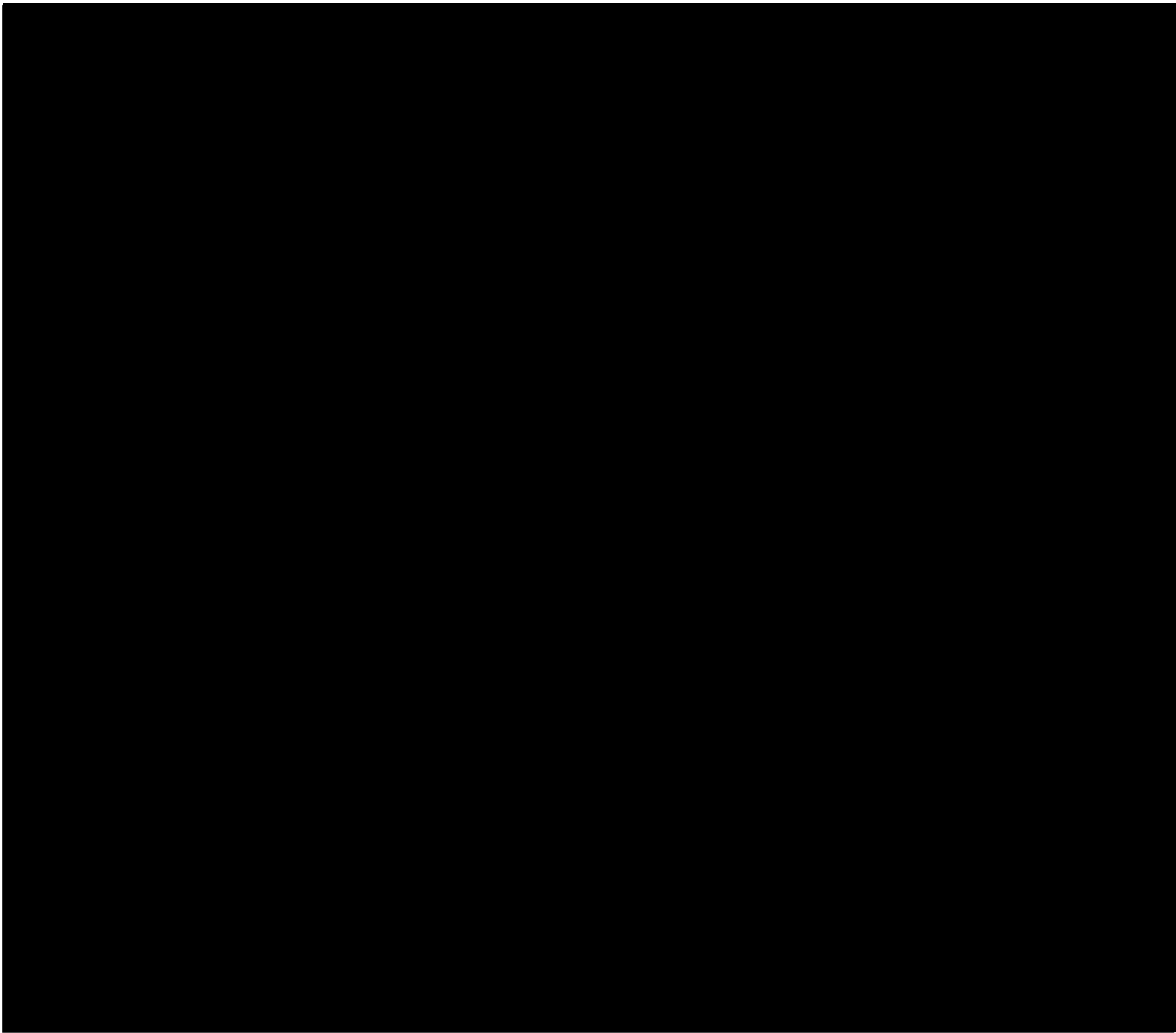


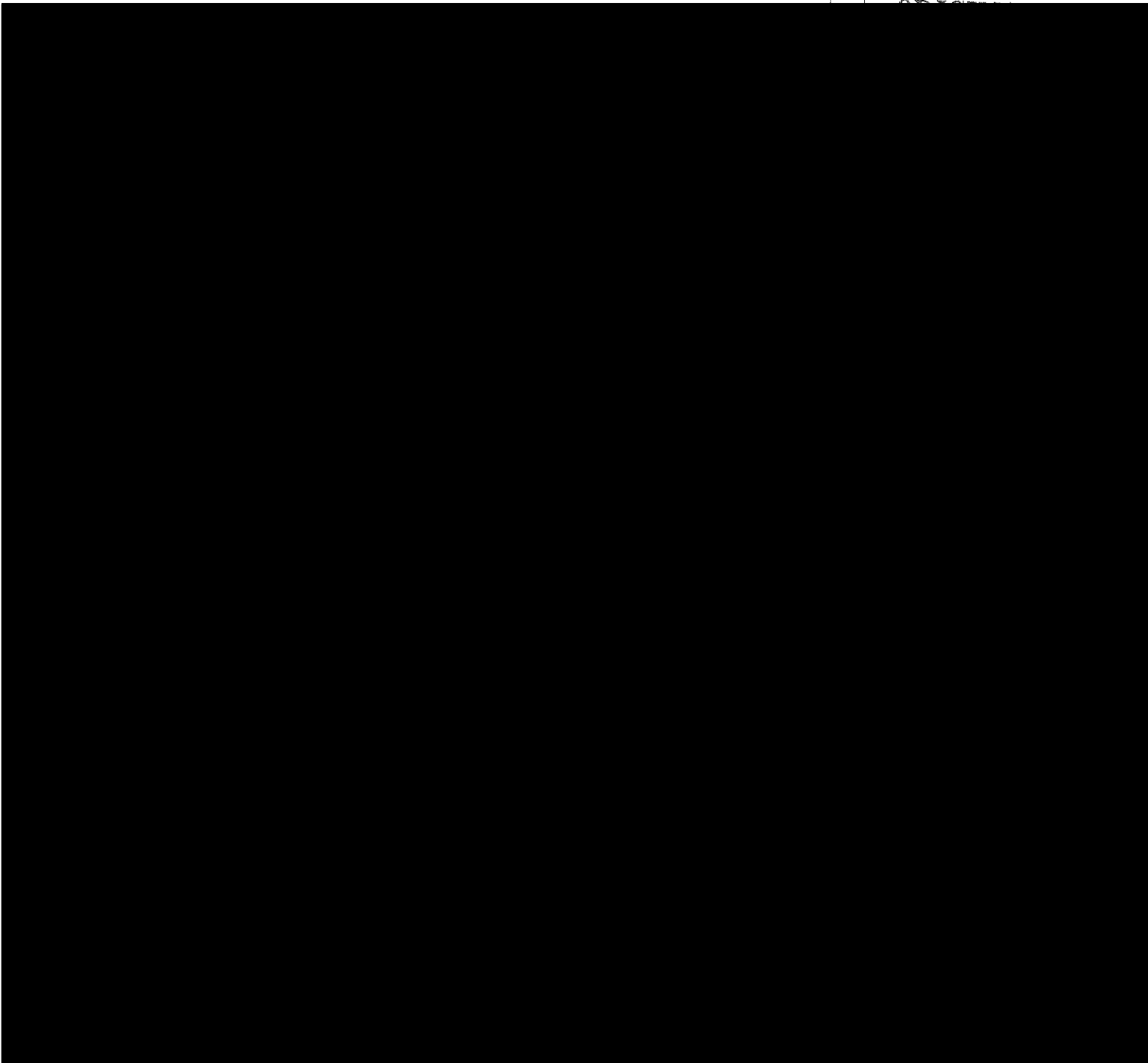
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Patient Commitments – Apex will take a personalized approach to dispensing medicine, focusing on the individual needs of our patients.

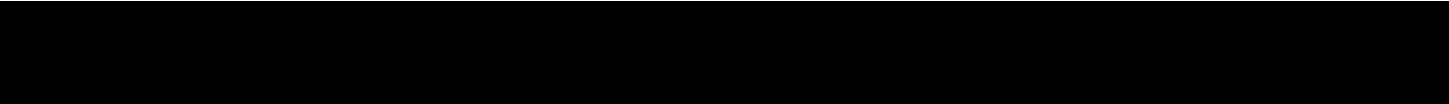
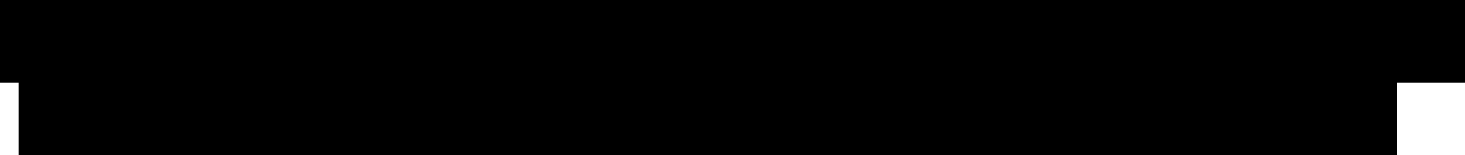
TEAM - We work as a team to share our vision, and have accomplished many goals within a short period of time. Our focus on community and education enabled us to dispel commonly held myths about our industry, and, in doing so, we were able to gain the support of our City Council, Community Leaders, Local Neighborhood and Business Associations. We have also gained the endorsement of our largest local newspaper, the New Bedford Standard Times (SouthCoastToday).]

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.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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.

[1. Expectations of Apex Security Officers.

All security officers are required to maintain an accurate log/journal of all activities that occur while they are on duty, with a minimum of one (1) entry per half-hour. All incident reports must be accurate, brief, complete and delivered to the Director of Security.

2. Emergency Discovery.

Apex's Director of Security shall telephone notification to the City of New Bedford Police Department and the Massachusetts State Police immediately regarding any of the following: (a) an unplanned

implementation of any portion of Apex' disaster plan; (b) a failure/mechanical malfunction of the security alarm system that is expected to exceed an eight-hour period; (c) an alarm activation or other event which requires response by public safety personnel. Apex (through its director of security) shall submit a follow-up written report to such law enforcement within 5 business days for each such telephone notification made, which written report shall include, as a minimum, a description of the event(s), identification of known or suspected cause(s) for the event(s), any corrective actions(s) taken to prevent a recurrence, and the name and title of the individual preparing the report.

### 3. Other Incident Discovery.

Apex shall immediately notify appropriate local law enforcement authorities and DPH within 24 hours after discovery of the following :

(a) Any discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the RMD or a dispensary agent;

(b) Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;

(c) Unauthorized destruction of marijuana;

(d) Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;

(e) An alarm activation or other event that requires response by public safety personnel;

(f) The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours;

(g) Any other breach of security

Apex shall, within 10 calendar days, provide written notice to DPH of any incident described above (in 105 CMR 725.110(F)(1)), by submitting an incident report in the form and manner determined by the Department which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.

All documentation related to an incident that is reportable pursuant to 105 CMR 725.110(F)(1) shall be maintained by Apex for no less than one year and made available to the DPH and to law enforcement authorities acting within their lawful jurisdiction upon request.

After a breach of security, whether an unexplained burglar alarm or an unauthorized person in a restricted area, the Director of Security shall conduct a complete inventory of usable marijuana, and shall conduct an investigation as to the root cause of the event with recommendations for a way to rectify. The final report will be forwarded to the Board of Directors at their next meeting.

### 4. Consumer and Operational Complaints.

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Any such complaints are to be directed to the Office Manager, whether such complaint is received by a security officer or another employee. A complete and accurate incident report shall be filed.

5. Transportation and Inventory.

Apex shall report to the Department and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents pursuant to 105 CMR 725.110(F), that occur during transport, within 24 hours.

Apex shall report any unusual discrepancy in weight or inventory to the Department and local law enforcement within 24 hours

6. Unauthorized Access.

If a security officer is summoned to inform an unauthorized individual that he or she is trespassing and must leave, then the Director of Security shall be contacted and informed of the problem, and shall provide further instructions (if needed and as appropriate). If the police are notified, the Chief Executive Officer shall be contacted. The incident shall be noted in the daily journal, and a complete and accurate incident report shall be completed and filed. ]



**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: [Lesley] Last Name: [Rich]**

**Title: [CEO]** 

**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



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- 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.



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**ORGANIZATIONAL CHART  
(Exhibit 1.3)**

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

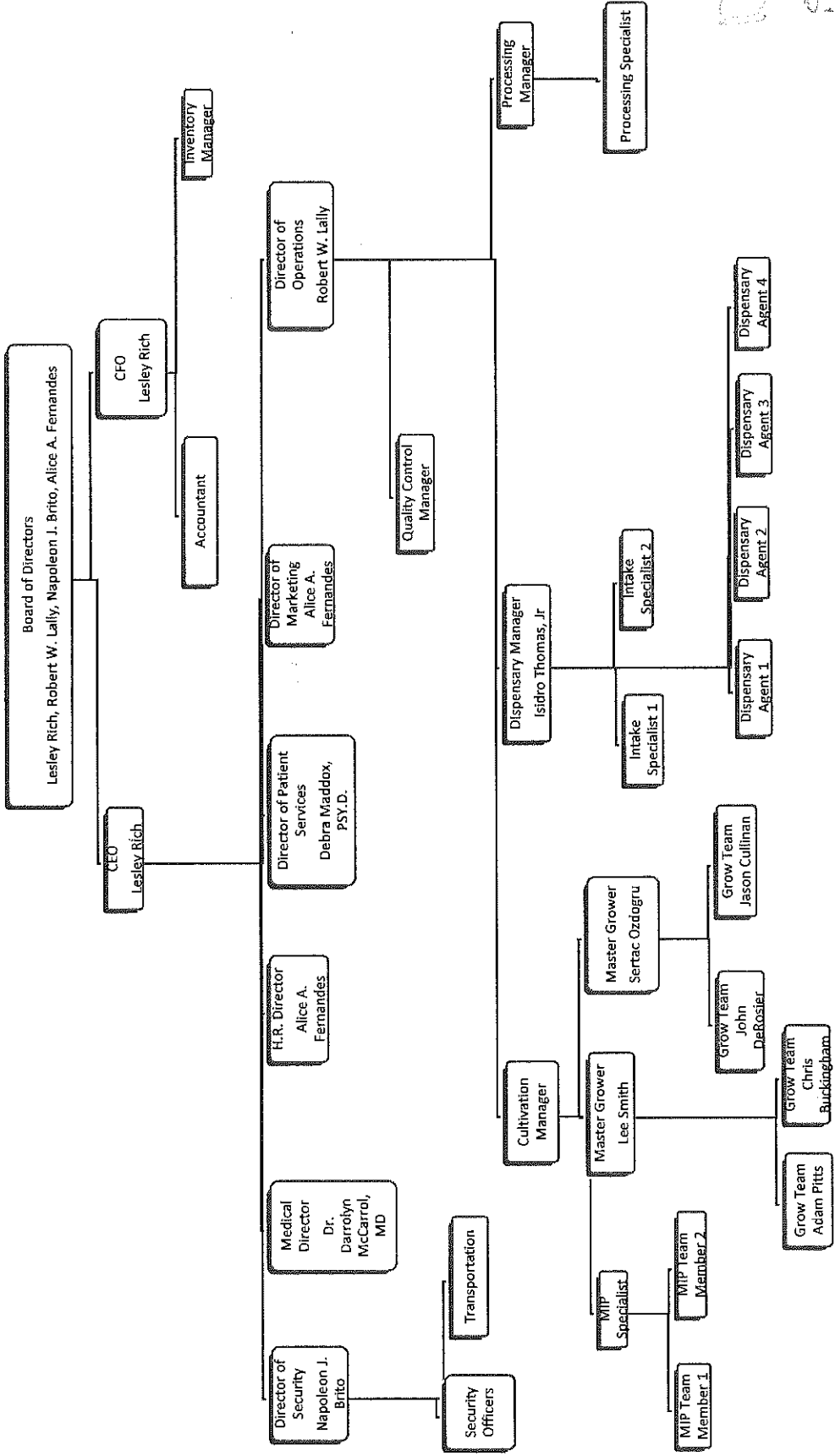
Corporation Name: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

Attach organizational chart.

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**BOARD OF DIRECTORS  
(Exhibit 1.4)**

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

Corporation Name: Apex Compassion & Wellness Center, Inc. Application # (if more than one): \_\_\_\_\_

	Board Role	Name	Date of Birth	Business Email	Business Address
1	President/Chair	Lesley S. Rich	[REDACTED]	<u>Lesr313@gmail.com</u>	1109 Prospect St., Somerset, MA 02726
2	Vice President/ Vice Chair		[REDACTED]		
3	Treasurer	Lesley S. Rich	[REDACTED]	<u>Lesr313@gmail.com</u>	1109 Prospect St., Somerset, MA 02726
4	Clerk/Secretary	Alice A. Fernandes	[REDACTED]	<u>alicefernandes@me.com</u>	58 Bullivant Farm Rd., Marion, MA 02738
5	Director	Robert W. Lally Jr	[REDACTED]	<u>lallyrob@gmail.com</u>	57 Bear Lane, Greenwood, ME 04255
6	Director	Napoleon J. Brito	[REDACTED]	<u>napbrito@verizon.net</u>	315 Algonquin Dr., Warwick, RI 02888
7	Director		[REDACTED]		
8	Director				<b>ORIGINAL</b>
9	Director				<b>ORIGINAL</b>

**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: Apex Compassion & Wellness Center, Inc. Application # (if more than one): \_\_\_\_\_

**A. Member as Individuals**

Individual Name	Business Address	Type of Membership Rights	If Member of Other RMD, Which One?
1 Lesley S. Rich	1109 Prospect St., Somerset, MA 02726	Statutory Voting	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:		



**ORIGINAL**

**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: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

Attach bylaws.



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BYLAWS  
OF  
APEX COMPASSION & WELLNESS CENTER, INC.

ARTICLE I Members

*Section 1. Membership.* The sole member of the corporation shall be Lesley S. Rich and his heirs and assigns (the "Sole Member").

*Section 2. Annual Meeting.* The date, place and time of the annual meeting of the Sole Member shall be held during the last quarter of each fiscal year at such time or place as may be fixed by the Sole Member and stated in the notice of the annual meeting, or at such other earlier or later date and time as shall be determined from time to time by the Sole Member. The purpose of the Annual Meeting shall be to conduct such business as may properly come before it at the meeting.

*Section 3. Special Meetings.* Special meetings of the Sole Member ("Special Meetings"), whether in lieu of the Annual Meeting or otherwise, may be held at any time when called by the sole Member.

*Section 4. Place of Meetings.* All meetings of the Corporation shall be held at the principal office of the Corporation in Massachusetts or at such other place within or outside of Massachusetts as shall be fixed by the Sole Member, the Directors or the Chair.

*Section 5. Notice of Meetings.* A written notice of each meeting of the Sole Member, stating the place, date and time and the purposes of the meeting, shall be given at least seven (7) days before the meeting to the Sole Member by delivery in hand to the office of the President of the sole member or in any other manner authorized by applicable law. No such notice need be given to the Sole Member if a written waiver of notice, duly executed on its behalf by an authorized person before or after such meeting, shall be filed with the records of the meeting. No waiver need specify the purposes of the meeting unless such purposes were required to be specified in the notice of the meeting.

*Section 6. Action by Writing.* Any action required or permitted to be taken at any meeting of the Sole Member may be taken without a meeting if the Sole Member consents to the action in writing and the written consent is filed with the records of the meetings of the Corporation. Such consent shall be treated for all purposes as a vote at a meeting.

ARTICLE II Directors

*Section 1. Powers.* The Board of Directors shall have the entire charge, control and management of the corporation and its property and may exercise all or any of its powers.

*Section 2. Number and Election.* The number of Directors that shall constitute the whole Board of Directors shall be fixed, and the Directors elected, from time to time, by the Sole Member.

*Section 3. Vacancies.* Any vacancy at any time, existing in the Board of Directors, may be filled by the Sole Member at any meeting.

*Section 4. Enlargement of the Board of Directors.* The number of the Board of Directors may be increased and one or more additional Directors may be elected at any meeting of the Sole Member.

*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 Sole Member and thereafter until their successors are chosen and qualified.

*Section 6. Resignation.* Any Director may resign by delivering his 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 7. Removal.* A Director may be removed from office with or without cause, and at any time, by vote of the Sole Member. A Director may be removed for cause by the Board of Directors only after reasonable notice and opportunity to be heard before the Board of Directors.

*Section 8. Annual Meeting.* The date, place and time of the annual meeting of the Directors shall be fixed by the Directors. In the event that no date for the annual meeting is established or 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 effect as if taken at the annual meeting.

*Section 9. Regular Meetings.* Regular meetings of the Directors may be held at such times and places as shall from time to time be fixed by resolution of the Board. No notice need be given of regular meetings held at times and places so fixed, provided, however, that any resolution relating to the holding of regular meetings shall remain in force only until the next annual meeting of Directors, or the special meeting held in lieu thereof, and that, if at any meeting of Directors, at which a resolution is adopted fixing the times or place or places for any regular meetings, any Director is absent, no meeting shall be held pursuant to such resolution until either each such absent Director has in writing or by electronic mail approved the resolution or seven days have elapsed after a copy of the resolution certified by the Clerk has been mailed, postage prepaid, addressed to each such absent Director at his last known home or business address.

*Section 10. Special Meetings.* Special meetings of the Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director, and shall be held at the place designated in the notice or call

thereof.

*Section 11. Notices.* Notices of any special meeting of the Directors shall be given to each Director by the Clerk (a) by mailing to him, postage prepaid, and addressed to him at his address as registered on the books of the corporation, or if not so registered at his last known home or business address, a written notice of such meeting at least four days before the meeting; (b) by delivering such notice by hand, facsimile transmission, or electronic mail to him at least 48 hours before the meeting at such address, notice of such meeting, or (c) by giving notice to such Director in person or by telephone at least 48 hours in advance of the meeting. Such notice, if the meeting is called otherwise than by the Clerk may be a copy of the call of the meeting; and if the meeting is not so otherwise called, such notice given by the Secretary shall constitute a call of the meeting by him. If the Clerk refuses or neglects for more than 24 hours after receipt of a call to give notice of such special meeting, or if the office of Clerk is vacant or the Clerk is absent from the Commonwealth of Massachusetts or incapacitated, such notice may be given by the officer or one of the Directors calling the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him 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. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting.

*Section 12. Quorum.* At any meeting of the Directors a majority of the Directors then in office shall constitute a quorum for the transaction of business; provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

*Section 13. Action at Meeting.* At any meeting of the Directors at which a quorum is present, the action of the Directors on any matter brought before the meeting shall be decided by vote of a majority of those present, unless a different vote is required by law, the Articles of Organization, or these Bylaws.

*Section 14. Action by Written Consent.* Any action by the Directors may be taken without a meeting if a written consent thereto is signed by all the Directors and filed with the records of the Directors' meetings. Such consent shall be treated as a vote of the Directors for all purposes.

*Section 15. Committees.* The Directors may, by vote of a majority of the number of Directors then in office, elect from their number an executive or other committees and may, by like vote, delegate thereto some or all of their powers except those which by law, the Articles of Organization or these Bylaws they are prohibited from delegating. Except as the Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these Bylaws for the Directors. The Directors shall have the power to fill vacancies in, change the membership of, or to disband, any such committee.

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*Section 16. Telephone Conference Meetings.* The Directors or the members of any committee may participate in a meeting of the Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participating by such means shall constitute presence in person at a meeting.

### ARTICLE III Officers

*Section 1. Enumeration.* The officers of the corporation shall be a President, a Treasurer, a Clerk, and such Vice Presidents, Assistant Treasurers, Assistant Clerks, and other officers as may from time to time be determined by the Directors. The Board of Directors may appoint one of its Directors to the office of Chairman of the Board and from time to time define the powers and duties of that office.

*Section 2. Election and Vacancies.* The President, Treasurer, and Clerk shall be elected annually by the Directors at this annual meeting or the special meeting held in lieu thereof. Other officers may be chosen by the Directors at such meeting or at any other meeting. Any vacancy at any time existing in any office may be filled by the Directors at any meeting and such successor in office shall hold office for the unexpired term of his predecessor.

*Section 3. Qualification.* The President may, but need not be, a Director. Any two or more offices may be held by the same person. The Clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

*Section 4. Tenure.* Except as otherwise provided by law, by the Articles of Organization or by these Bylaws, the President, Treasurer, and Clerk shall each hold office until the next annual meeting of Directors, or the special meeting held in lieu thereof, and thereafter until his successor is chosen and qualified. Other officers shall hold office until the next annual meeting of Directors, or the special meeting held in lieu thereof, unless a shorter term is specified in the vote choosing or appointing them.

*Section 5. Resignation.* Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Clerk, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

*Section 6. Removal.* The Directors may remove any officer appointed by the Directors with or without cause by a vote of a majority of the entire number of Directors then in office; provided, that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors prior to action thereon.



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*Section 7. President.* The President when present shall preside at all meetings of the Directors. He shall be the chief executive officer of the corporation except as the Board of Directors may otherwise provide. It shall be his duty and he shall have the power to see that all orders and resolutions of the Directors are carried into effect. He shall from time to time report to the Directors all matters within his 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 8. Vice Presidents.* In the absence or disability of the President, his powers and duties shall be performed by the Vice President, if only one, or, if more than one, by the one designated for the purpose by the Directors. Each Vice President shall have such other powers and perform such other duties as the Directors shall from time to time designate. The Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President and any other title selected by the Directors.

*Section 9. Treasurer.* The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of accounts. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Directors may otherwise provide. He shall promptly render to the President and to the Directors such statements of his transactions and accounts as the President and Directors respectively may from time to time require. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

*Section 10. Assistant Treasurers.* In the absence or disability of the Treasurer, his powers and duties shall be performed by the Assistant Treasurer, if only one, or, if more than one, by the one designated for the purpose by the Directors. Each Assistant Treasurer shall have such other powers and perform such other duties as the Directors shall from time to time designate.

*Section 11. Clerk.* The Clerk shall record in books kept for the purpose all votes and proceedings of the Directors at their meetings. The Clerk shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

*Section 12. Assistant Clerks.* In the absence of the Clerk from any meeting of the Directors or, the Assistant Clerk, if one be elected, or, if there be more than one designated for the purpose by the Directors, otherwise a Temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk. Each Assistant Clerk shall have such other powers and perform such other duties as the Directors may from time to time designate.

*Section 13. Secretary and Assistant Secretaries.* The Secretary and each Assistant Secretary, if elected, shall have such powers and perform such duties as the Directors may from time to time designate.

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#### ARTICLE IV Inspection of Records

Books, accounts, documents and records of the corporation shall be open to inspection by any Director 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 Directors, and records which shall contain the names of all Directors and their record addresses, shall be kept in Massachusetts at the principal office of the corporation, or at an office of the Clerk, or the resident agent, if any, of the corporation. Said copies and records need not all be kept in the same office.

#### ARTICLE V 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 person shall sign any such instrument as aforesaid unless authorized by the Directors to do so.

#### ARTICLE VI Fiscal Year

The fiscal year of the corporation shall be the year ending with December 31 in each year.

#### ARTICLE VII Interested Directors and Officers

The Directors shall have the power to fix their compensation from time to time. No contract or transaction between the corporation and one or more of its Directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or have a financial or other interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, nor shall any Director or officer be under any liability to the corporation on account of any such contract or transaction if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee authorized the contract or transaction by the affirmative votes of a majority of the disinterested Directors even though the disinterested Directors be less than a quorum; or

(2) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the Board of Directors or a committee thereof. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction, and their votes may be counted for the purpose of a vote by the Directors

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approving such contract or transaction.

#### ARTICLE VIII Indemnification

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director, officer, employee or other agent of the corporation, or at its request as a Director, officer, employee or other agent of any organization, or at its request in any capacity with respect to any employee benefit plan, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Director or officer (or in any capacity with respect to any employee benefit plan), except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan); provided, however, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise and indemnification therefor shall be approved:

- (i) by a majority vote of a quorum consisting of disinterested Directors;
- (ii) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting of all the disinterested Directors;
- (iii) if there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by special independent legal counsel appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the person to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan); or
- (iv) by a court of competent jurisdiction.

If authorized in the manner specified above for compromise payments, expenses including counsel fees reasonably incurred by any such person 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: (a) an affidavit of such individual of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article; and (b) an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined



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that indemnification for such expenses is not authorized by law or under this Article, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

If both the corporation and any person to be indemnified are parties to an action, suit or proceeding (other than an action or suit by or in the right of the corporation to procure a judgment in its favor), counsel representing the corporation therein may also represent such indemnified person (unless such dual representation would involve such counsel in a conflict of interest in violation of applicable principles of professional ethics), and the corporation shall pay all fees and expenses of such counsel incurred during the period of dual representation other than those, if any, as would not have been incurred if counsel were representing only the corporation; and any allocation made in good faith by such counsel of fees and disbursements payable under this paragraph by the corporation versus fees and disbursements payable by any such indemnified person shall be final and binding upon the corporation and such indemnified person.

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

As used in this Article the terms "person," "Director," "officer," "employee," and "agent" include their respective heirs, executors and administrators, and an "interested" Director or officer is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

If any term or provision of this Article, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article shall be held valid and be enforced to the fullest extent permitted by law.

#### ARTICLE IX Amendments

The Directors may make, amend, or repeal these Bylaws, in whole or in part, but only upon the affirmative vote of the Sole Member.

These Bylaws were duly approved at a meeting of the Sole Member held on September 9, 2013.





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**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: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

Please check box if articles have changed since Phase 1:

YES

NO

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**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$15.00

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

**Articles of Amendment**

(General Laws, Chapter 180, Section 7)

Federal Employer Identification Number: 463475414 (must be 9 digits)

We, LESLEY STEVEN RICH  President  Vice President,

and LESLEY STEVEN RICH  Clerk  Assistant Clerk,

of APEX COMPASSION & WELLNESS CENTER, INC.  
located at: 1109 PROSPECT ST SOMERSET, MA 02726 USA

do hereby certify that these Articles of Amendment affecting articles numbered:

Article 1  Article 2  Article 3  Article 4

(Select those articles 1, 2, 3, and/or 4 that are being amended)

of the Articles of Organization were duly adopted at a meeting held on 11/19/2013, by vote of: 0 members, All directors, or 0 shareholders, being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

**ARTICLE I**

The exact name of the corporation, *as amended*, is:  
(Do not state Article I if it has not been amended.)

**ARTICLE II**

The purpose of the corporation, *as amended*, is to engage in the following business activities:  
(Do not state Article II if it has not been amended.)

**ARTICLE III**

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

AS SET FORTH IN THE BY-LAWS OF THE CORPORATION



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directors or members, or of any class of members, are as follows:  
(If there are no provisions state "NONE")

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

**Later Effective Date:**

**Signed under the penalties of perjury, this 19 Day of November, 2013, LESLEY STEVEN RICH ,  
its , President / Vice President,  
LESLEY STEVEN RICH , Clerk / Assistant Clerk.**



THE COMMONWEALTH OF MASSACHUSETTS

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

November 19, 2013 04:02 PM

A handwritten signature in cursive script that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**PARENT OR SUBSIDIARY CORPORATIONS**  
**(Exhibit 1.8)**

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

Corporation Name: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

	Corporation Name	Chief Executive Officer	CEO Business Phone & Email	Corporation's Board Officers	Corporate Relationship to Applicant
1	N/A			President/Chair: Treasurer: Clerk/Secretary:	
2				President/Chair: Treasurer: Clerk/Secretary:	
3				President/Chair: Treasurer: Clerk/Secretary:	
4				President/Chair: Treasurer: Clerk/Secretary:	
5				President/Chair: Treasurer: Clerk/Secretary:	



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**REFERENCES**  
**(Exhibit 1.9)**

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

Corporation Name: Apex Compassion & Wellness Center, Inc. Application # (if more than one): \_\_\_\_\_

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Edward Catucci	(401)585-0084 / ecatucci@globaltise.com	Business Associate and Partner on various projects	Over 10 years
2	Kevin Stacom	(401)862-1826 / kevin.stacom	Business Associate on various projects	Over 15 years
3	Terrance Fracassa, Esq.	(401)265-6262 / tfracassa@lelap.com	Legal and Business associate	Over 15 years

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**EXECUTIVE MANAGEMENT TEAM  
(Exhibit 2.1)**

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

Corporation Name: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1	Chief Executive Officer/Executive Director	LESLEY S. RICH, ESQ., CPA	[REDACTED]	<u>LESR313@GMAIL.COM / (401)529-1191</u>	1109 PROSPECT ST., SOMERSET, MA 02726
2	Chief Financial Officer/Director of Finance	LESLEY S. RICH, ESQ., CPA	[REDACTED]	<u>LESR313@GMAIL.COM / (401)529-1191</u>	1109 PROSPECT ST., SOMERSET, MA 02726
3	Chief Operations Officer/Director of Operations	ROBERT W. LALLY JR	[REDACTED]	<u>LALLYROB@GMAIL.COM / (617)699-3719</u>	57 BEAR LN, GREENWOOD, ME 04255
4	Director of Security Operations	NAPOLEON J. BRITO	[REDACTED]	<u>NAPBRITO@VERIZON.NET / (401)641-5870</u>	ONE RICHMOND SQ., STE 125B, PROVIDENCE, RI 02906
5	Medical Director	DR. DARROLYN McCARROLL, M.D.	[REDACTED]	<u>mobiledoc1@gmail.com / (508)520-4694</u>	620 WASHINGTON ST, FRANKLIN, MA 02038
6	Director of Patient Services and Marketing	DEBRA MADDOX, PSY.D.	[REDACTED]	<u>DDMADDOX@AOL.COM / (508)792-0795</u>	250 COMMERCIAL ST, STE 200, WORCESTER, MA 01608
7	Human Resource Director	ALICE A. FERNANDES	[REDACTED]	<u>aliceannfernandes@gmail.com / (508)944-2727</u>	58 BULLIVANT FARM RD, MARION, MA 02738

**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: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

List the résumés attached:

	<b>Title</b>	<b>Name</b>
1	Chief Executive Officer/ Executive Director	LESLEY S. RICH
2	Chief Financial Officer/Director of Finance	LESLEY S. RICH
3	Chief Operations Officer/Director of Operations/Other	ROBERT W. LALLY JR.
4	Director of Security Operations	NAPOLEON J. BRITO
5	Medical Director	DR. DARROLYN McCARROLL
6	Director of Patient Services and Marketing	DEBRA MADDOX, PSY.D

7. HUMAN RESOURCE DIRECTOR                      ALICE A. FERNANDES

 **ORIGINAL**



# Lesley Steven Rich, Esq., C.P.A.

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**CFO / ATTORNEY / CPA** – Delivering consistent and measurable value and leadership to organizations through strategic/tactical business and financial planning. Bottom line entrepreneurial professional with ability to increase operational efficiency, design complex legal structures, generate effective tax planning and contribute to company profits. Demonstrated ability to coordinate and manage complex projects. Skilled negotiator capable of working effectively to get the job done.

## PROFESSIONAL EXPERIENCE

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**RICH LAW ASSOCIATES**, Somerset, MA 1999 - Present  
Private Law Practice  
Concentrating on Real Estate, Indian Law, Commercial Financing, Employment Law, Family Law, general corporate advisory services.

**WCMMA PRODUCTIONS, LLC**, Somerset, MA President/Director 2011 - 2013  
*Start-up mixed martial arts production company*

**MET-CAP MANAGEMENT, LLC**, Cranston, RI General Counsel 2002 - 2011  
*Diversified Corporate Management Services, chain retail stores, warehouse distribution, real estate.*  
All legal and administrative affairs of a conglomerate of companies, including tax planning, contracts, leases, commercial real estate, intellectual property, state and federal taxes, general business advise, trusts and estates, acquisitions, divestitures, and workout issues.

**STRONGHEART PICTURES, LLC**, Cranston, RI General Counsel 2009-2011  
*Produced movie "The Education of Charlie Banks" starring Jessie Eisenberg (from "Social Network") and Jason Ritter.*

**HOLLAND & KNIGHT LLP**, Providence, RI Senior Counsel 2000-2002  
*Large International Law Practice*

- Concentration in Commercial Real Estate transactions, Construction, Commercial Developments, Cash Flow and Asset-Based Lending and Financing, Bankruptcy, Commercial Leasing, Indian Law, Beverage Alcohol, Trusts and Estates, Corporate and Finance.

**THE JAN COMPANIES**, Cranston, RI VP Admin, CFO 1984-2000  
*Diversified company that operates 65 Burger King Restaurants, 8 East Side Mario Restaurants, 3 country clubs, real estate development and construction businesses.*

- Responsible for all legal, tax and administrative functions of the company including: Acquisitions, Information Technology, Finance, Human Resources, Legal, Construction/Real Estate and Vendor/Bank Relations.
- Management responsibilities for 30 employees including Controller and Treasurer, IT personnel, accounting and human resource personnel.

 ORIGINAL

**CAPEWAY SEAFOODS, INC.**, New Bedford, MA **Controller, Chief Financial Officer** 1982-1984  
*\$50 million processor and distributor of fresh and frozen seafood for domestic and international markets.*

- Responsible for all administrative, legal, tax and financial functions for complex multi-plant organization including Industrial Revenue Bond Financing, Computer System Design, Receivables and Credit, Cash Flow Management, Banking Relations and Office Operations.
- Supervised 10 administrative and bookkeeping personnel.

**Prior Experience:**

**PRECISON HANDLING DEVICES, INC**, Freetown, MA – Computer Parts Manufacturer – CFO  
**PATENT: NO. 4,428,521 MULTI POSITION SHEET GUIDE**

**HASBRO, INC**, Pawtucket, RI – Toy Manufacturer – **ACCOUNTING SPECIALIST**

**S.D. LEIDESDORF**, NY, NY– CPA (Big 10 Merged to Ernst & Whinney) – **SENIOR ACCOUNTANT**

**SOBEL, WEISMAN & CO**, EAST ORANGE, NJ – CPA – **STAFF ACCOUNTANT**

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**EDUCATIONAL BACKGROUND**

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**Juris Doctor (Cum Laude)**, Roger Williams University School of Law  
Rank 3/50, Law Review, CALI Awards in Estate Planning and Land Use Planning

**Master of Science Degree in Accounting**, The Graduate School, University of Rhode Island

**Bachelor of Science Degree in Accounting**, The University of Rhode Island

**Licensed to Practice Law in Massachusetts and Rhode Island**

**Contact Info: 1109 Prospect Street, Somerset, MA 02726**

**Cell: 401.529.1191 Email: LesR313@GMAIL.COM**

 ORIGINAL

Robert W. Lally Jr  
Chief Operating Officer

57 Bear Lane PO Box 218  
Greenwood, ME 04255

PH (617) 699-3719  
lallyrob@gmail.com

## Robert W. Lally Jr.

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### **Mt. Abram Ski Resort, Owner/Managing Partner Greenwood, ME**

**2008- Present**

Mr. Lally is responsible for running a ski resort in Greenwood Maine, overseeing the entire ski operation including managing financial profitability, personnel management, and all day to day oversight of the mountain operations. Mt. Abram Family Ski Resort including two lodges, 5 lifts, Maintenance Facility, Retail/Rental, snowmaking building and equipment and ticket building, all fixed fixtures. Also includes over 40 trails on approx 500 acres and employs over 150 people in the winter months.

### **Oxford Casino, Owner Oxford, ME**

**2012- 2013**

Co-Owned of the first casino in Oxford Maine. The Oxford Casino opened June 5, 2012. The casino created over 400 jobs, stimulated the local economy and spurred additional development activity including the addition of Town water in the south section of Oxford and the future sewer plant development expected to open in 2013. Oxford Casino will generated roughly 75 million in Net Revenue annually and pay roughly 30 million in taxes to the state of Maine annually, most of the money being dedicated to education in Maine.

### **Black Bear Entertainment/Black Bear Realty, Managing Partner Oxford, ME**

**2009- 2012**

Managing Partner responsible for bringing the first casino to Maine. Organized and ran a people's referendum campaign in the state of Maine to bring the first casino license to the state. Also was responsible for all land development and the building of the gaming facility consisting of 800 slot machines and 24 table games, restaurant, and bars. Mr. Lally was intimately involved in all aspects of securing all licenses and permits to own, build, and manage a gaming facility in Maine including organizing partnerships, overseeing day to day operations, arranging financing for the construction of the gaming facility.

### **Duane's Retreat LLC, Managing Partner Greenwood, ME**

**2008- Present**

Duane's Retreat, LLC is a real estate development company with the primary purpose of developing real estate on and around Mt Abram family Ski Area. Duane's Retreat, LLC has been successful in permitting 131 units in two developments. The first development is a 10 lot subdivision, Skyline Drive Development, along Howe Hill Road with ski in and ski out access to Skyline Drive on Mt. Abram's Westside. Skyline Drive Development received entitlements in April 2013 and is expected to sell out before the end of the year. The second permitted subdivision, Hillsides Condominiums Development, is a 121 condominium development on the east side of Mt. Abram, construction costs of approximately \$13M and is expected to begin construction in the spring of 2014 and be completed in 2024.

 ORIGINAL

Robert W. Lally Jr  
Chief Operating Officer

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Greenwood, ME 04255

PH (617) 699-3719  
lallyrob@gmail.com

## Robert W. Lally Jr.

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### **Tedeschi Realty Corporations, Real Estate Development Project Manager      2001 - 2009** **Rockland, MA**

Responsible for the acquisition, development, and property management of retail, office, and residential properties in the greater New England area. Portfolio contained over 2,000,000 square feet of retail space and hundreds of acres of land. Examples of typical projects developed, built, and managed include:

#### RESIDENTIAL

Arbor Hills, Kingston, MA - Developed and built Active Adult Community, 54 single family homes

Telegraph Hill/Spyglass Landing, Marshfield, MA - Developed Active Adult Community, 88 units of 3, 4, and 5 multi-family units

Pond Street Apartments, Weymouth, MA – Developed 28 Affordable Housing Apartments in a three story apartment building under the Massachusetts affordable housing statute

Tara Drive, Norwell Estates, Norwell, MA – Developed 23 high end home lots

Northside Farms, New Bedford, MA – Developed 54 single family homes lots

#### RETAIL

CVS Drugstore, Holbrook, MA – Developed, designed, and built 15,000 square foot drugstore

Shaws Supermarket, Stop and Shop – Various locations Developed, designed, and built grocery anchored supermarket and various retail shopping centers throughout New England and Cape Cod

Other Retailer including Banks and Convenient Stores, Various locations. Developed and built various banks buildings including Falmouth Bank, Rockland Trust, Tedeschi Food Shops

#### SITE ACQUISITION/PROPERTY MANAGEMENT

Purchased and performed due diligence for acquisition of raw land for future development on parcels ranging from 1 acre to 600 acres

Assisted in the Property Management of over 2,000,000 square feet of retail space, consisting of 28 grocery anchored shopping centers.

#### OTHER PROFESSIONS EXPERIENCE

### **GiantLoop Network Inc., Business Development Manager      2000 – 2001** **Waltham, MA**

Built the professional services consulting group for a startup company that built, designed, and managed fiber optic networks for the world's largest companies.

Robert W. Lally Jr  
Chief Operating Officer

57 Bear Lane PO Box 218  
Greenwood, ME 04255

PH (617) 699-3719  
lallyrob@gmail.com

## Robert W. Lally Jr.

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**Booz·Allen & Hamilton, Area Business Development Manager** 1993 – 2000  
**Boston, MA – Philadelphia, PA - Mclean, VA**

Northeast Senior Business Manager for the Civil Markets Team managing annual contracts and projects over 5 million dollars in the northeast regional states including all of New England, New York, and New Jersey. Managed operations of two regional offices, Boston and New York. Responsible for staff development, marketing, sales, and strategy. Managed a team of 10 project managers with responsibility for a staff of over 18 developers, network administrators, subject matter experts, and trainers.

Prepared and administered public policy for the Environmental Protection Agency (EPA) for Superfund Sites, EPA Emergency Response Groups and Environmental Grants for Tribes and Local Governments.

Booz·Allen & Hamilton is the leading international management and technology consulting firm focusing on business strategy and transformation

**Clean Harbors Environmental Services, Field Technician** 1991 – 1993  
**Boston, MA**

Field technician working on emergency response and environmental remediation in the greater New England area.

### EDUCATION

**Boston College** 1990  
**Chestnut Hill, MA**

Bachelor of Arts Degree in Economics and Environmental Geoscience  
Cum Laude, Economic Honor Society, Omicron Delta Epsilon

 ORIGINAL

# Napoleon J. Brito



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**TARGET** A position in the private or government sector that calls for extensive experience, abilities, and a proven track record in investigation and management.

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**PROFILE** Proven ability to investigate and deter acts of terrorism for protection. Widely known as a **leading expert in:**

- **Terrorism threats** and response, including **anthrax** and weapons of mass destruction
- **Writing policy and response plans**
- **Ability to testify on forensic evidence**
- **Fingerprints and photography**

Skilled in organizing the investigation of a crime scene. A resourceful manager with ability to find the right personnel for the job, and organize the team to handle the operation as needed. Career involvement in high-visibility cases and operations.

A hands-on leader who inspires trust and respect in others. Effective one-on-one communicator with strong interpersonal skills at all levels. Proficient in multitasking; persuasive; strong negotiator; a team player; goal-oriented; flexible; innovative; good problem-solver and decision-maker.

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**EDUCATION** **B.S. Degree in Criminal Justice**, Roger Williams University, RI, 1998  
Graduate of Maryland Institute of Criminal Justice, MD, 1999  
**FBI Hostage Negotiation School**, RI, 1997  
**DEA Basic Agent School**, RI, 1990  
**Incident Response to Terrorist Bombings Training Course**, New Mexico Tech, NM, 2002  
**URI Crime Lab Evidence Course**, RI, 1992

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**POLICE EXPERIENCE**

1987-2007 *Providence Police Department*  
Providence, Rhode Island

- COMMANDING OFFICER: Bureau of Criminal Identification (2001-present)**
- In charge of 15 detectives and 2 clerical for department that collects and documents crime scene forensic evidence.
  - **Commands Hostage Negotiation Team.**
  - **Created and commands Underwater Evidence Collection Team**, which is trained in port security marine operations.
  - This team has the ability to photograph and document any underwater scene.
  - It was developed in conjunction with Brown University Department of Archeology after 9/11.
  - **Created forensic partnership with Brown University to respond to scenes of mass destruction.**
  - This team worked at Ground Zero in New York and the West Warwick Fire scene.
  - **Created internship program** that brings Brown University, Roger Williams and Salve Regina students into the department, working on-scene with detectives and clerical staff.

 ORIGINAL

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*Providence Police Department (continued)*

**EXECUTIVE OFFICER: Prosecution Bureau (2000-2001)**

- As liaison officer between courts and police department, in charge of 7 officers and 5 clerks.

**EXECUTIVE OFFICER: Bureau of Criminal Identification (1996-2000)**

- Functioned as Night Commanding Officer for Crime Scene Services and the Polygraph Examiner for the Providence Police Department.
- **In charge of 8 investigators who work major, high-profile cases that were thoroughly covered in TV and print media, both state and countrywide.**

**SERGEANT: Patrol Bureau (1995-1996)**

**FORENSIC INVESTIGATOR: Bureau of Criminal Identification (1992-1995)**

**NARCOTICS INVESTIGATOR (1989-1992)**

- As Undercover Investigator, integrally involved in hundreds of major felony drug arrests.

**PATROLMAN: Tactical Bureau Neighborhood Response (1987-1989)**

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**AWARDS**

20 Citations for Outstanding Police Work, 1988-present

Newport Police Department Citation, 1990

Rhea Archabault Award for Policeman of the Year, 1988

Chief's Award for Outstanding Arrest, 1988

City Council Award for Outstanding Arrest, 1988

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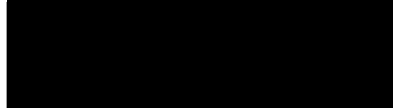
**NON-POLICE EXPERIENCE:**

- 2007-Present     **DIRECTOR OF SECURITY:** *Providence Place Mall.*  
All aspects of public safety for a four million sq foot complex, with 1500 hours of security coverage. A budget of over one million dollars with 54 hourly employees.
- 2007-Present     **MANAGING PARTNER:** *Rhode Island Private Detectives and Protective Services*  
All aspects of private investigation industry and security consulting
- 1980-1988         **ALARM INSTALLER:** *Rhode Island Electric Protection Company, RI:*  
Installed burglar alarms, fire alarms, and closed circuit TVs
- 1981-1988         **EVENT SECURITY SUPERVISOR:** *Security Research Inc., RI*
- 1976-1980         **SECURITY SPECIALIST:** *U.S. Air Force, NORAD, Colorado Springs, CO.:*  
Secret Clearance



ORIGINAL

Darrolyn M. McCarroll, M.D.



Professional Experience

- 2009-Present      Disability Evaluations for U Mass DES Services Auburn Ma 01501  
Performing examinations, selecting the most appropriate criteria to assist in determinations.
- 1998-2009      **Private Practice, Franklin, MA**  
Director of PA-C and CNP.  
Addiction Medicine Practice 2006 -2013 Dudley MA, Walpole MA  
Providing Suboxone/counseling and follow up to a select cohort of patients.
- 1992-1998      **Tri-County Medical Associates, Medway, MA**  
Successfully integrated solo practice into group practice affiliated with Milford-Whitinsville Regional Hospital with an office located in Medway, MA. Maintained internal medicine specialty and served an adult population throughout Medway and surrounding towns. Panel of patients equaled approximately 2200.
- 1990-1992      **Solo Practice, Wrentham, MA**  
Managed the development, start-up and operation of solo practice in clinical internal medicine.
- 1989-1990      **Medical Director, Martin Luther King Health Center, Erie, PA**  
Directed the daily development and administration of patient care services at this federally funded neighborhood health center. Supervised personnel, developed office policies and treatment protocols, as well as practiced clinical internal medicine.
- 1986-1990      **Physician, Internal Medicine, St. Vincent's Medical Center, Erie, PA**  
Directly responsible for medical and diabetic clinics. Chair of ambulatory services committee and member of utilization review committee.

Education

- 1979-1983      **New Jersey Medical School, Newark, NJ**  
Received medical degree from the University of Medicine and Dentistry of New Jersey (UMDNJ).
- 1977-1979      **Farleigh Dickinson University, Teaneck, NJ**  
Graduate fellow (Physiology)
- 1973-1977      **Wagner College, Staten Island, NY**  
B.A. (Biology)

Post Graduate Training

- 1994-1997      **Physician Management Program**  
Mass Medical Society - Certificate of Completion
- 11983-1986      **Physicians Management Program**  
Geisinger Clinic, Susquehanna University, Certificate of Completion
- 1983-1986      **UMDNJ - Robert Wood Johnson Medical School**  
St. Peter's Medical Center, New Brunswick, NJ  
Internal Medicine - Primary Care Track



ORIGINAL



DARROLYN M. McCARROLL  
MEDICAL DIRECTOR

US. Public Health Service

1986-1990

**Commissioned Officer in the National Health Service Corps.**  
U.S. Public Health Service  
Functioned as a family physician, then Medical Director of a federally funded neighborhood health center. Honorable discharge.

Teacher/Attending Staff

**Instructor, Third-Year Clerkship,**  
University of Massachusetts Medical Center, Worcester, MA  
Longitudinal Preceptorship Program

**Instructor Physician's Assistant Program**  
Garnon University, Erie, PA

**Instructor, Family Practice Program**  
St. Vincent's Medical Center, Erie, PA

Certification/Licensure

1984  
1986  
1994

Diplomate Flex  
Eligible American Board of Internal Medicine  
Fellow, American College of Physician Executives

Medical Licenses

1984 New Jersey  
1986 Pennsylvania  
1990 Massachusetts  
1995 Rhode Island

Professional Associations

2003 - 2009  
2003-2005

Milford Regional Hospital - Board Director, Member at Large  
Elected Board Member - Greater Milford Health Alliance, PPO  
- Contract Negotiations  
- Grant Funding  
- E-Prescribing  
- RAD MD guidelines  
- BCBS Subcommittee  
Have been an active member of AMA, MMS, NMA and Norfolk County Medical Society

Civic Associations

Have served as Officer/Board Member on various community organizations, including  
Franklin Board of Health 1995-2009  
Kennedy-Donnovan Center Foxboro Ma 1994 - 2003  
Franklin Rotary Club  
Medway Savings Bank



ORIGINAL

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DEBRA D. MADDOX, Psy.D.  
*Curriculum Vitae*

EDUCATION / CREDENTIALS:

- 2004 **Psychology Doctorate, Clinical Psychology**, Antioch N. E. Graduate School, Keene, NH
- 1996-1998 **Attended Certificate of Advanced Graduate Studies (CAGS) Program, School Psychology Concentration**, American International College, Springfield, MA
- 1992 **M.A. in Rehabilitation Counseling**, Assumption College, Worcester, MA
- 1982 **B.S. in Psychology**, Worcester State College, Worcester, MA

APA ACCREDITED PREDOCTORAL CLINICAL INTERNSHIP

Westborough State Hospital, Westborough, MA

**John Weagraff, Ph.D., Primary Supervisor**

- 2001-2002
- ◆ Assigned to adult inpatient geriatric and acute units.
  - ◆ Participated in daily hospital rounds.
  - ◆ Member of Multidisciplinary team.
  - ◆ Conducted individual and milieu therapy with chronically mentally ill patients.
  - ◆ Completed initial and annual psychological assessments.
  - ◆ Provided substance abuse assessments.
  - ◆ Conducted cognitive, personality, and projective testing.
  - ◆ Provided Neuropsychological testing utilizing a variety of instruments.
  - ◆ Conducted psychological testing of adolescents on long-term/ acute units of University of Massachusetts Medical Center Adolescent Program.
  - ◆ Co-led Substance Abuse and Forensic Issues Group

SUPERVISED PRACTICA EXPERIENCE

- 1999- **Worcester Children's Friend, Worcester, MA**  
**Johanna Sagarin, Ph.D., Supervisor**
- 2000
- ◆ Provided psychological assessments for individuals, couples, and families.
  - ◆ Conducted psychotherapy with children, adolescents, adults, and families.
  - ◆ Completed Attention Deficit/Hyperactivity Disorder (ADHD) evaluations.
  - ◆ Conducted cognitive, personality, and projective testing.
  - ◆ Attended multidisciplinary team meetings and a weekly testing seminar focused on projective testing.
- 1996-97 **Worcester Public Schools, Worcester, MA**  
**Judith Thompson, Supervisor**
- ◆ Provided students with educational assessments to determine their strengths and weaknesses; conducted intelligence, achievement, curriculum-based, projective, and informal assessments.
  - ◆ Provided counseling and psychological interventions.
  - ◆ Facilitated educational groups and participated in pre-screening meetings as well as team evaluations.
  - ◆ Gained familiarity with arena-style assessments for preschool children.
- 1995-96 **Boston Road Clinic, Worcester, MA**  
**Marie Davis, Ph.D., Supervisor**
- ◆ Provided psychological assessments and psychotherapy to children, adults, and couples.
  - ◆ Conducted intelligence, personality, and projective psychological testing.

PROFESSIONAL CLINICAL EXPERIENCE:

- 2005- Present **MULTICULTURAL WELLNESS CENTER**  
**Founder/Executive Director**
- ◆ Responsible for all fiscal and administrative management
  - ◆ Provide Supervision of management staff
  - ◆ Report to board of directors
  - ◆ Seek funding for clinic
  - ◆ Participate on community boards
  - ◆ Write grants for programs
  - ◆ Engage in program development

 ORIGINAL

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- 2000- Present MULTICULTURAL COUNSELING COLLABORATIVE  
*Partner/ Owner*
- ◆ Provide individual, family, group and couples treatment to children, adults and adolescents.
  - ◆ Conduct diagnostic assessments.
  - ◆ Write treatment plans.
  - ◆ Consult with multidisciplinary team members.
  - ◆ Complete psychological testing and evaluations.
  - ◆ Conduct ADHD evaluations.
  - ◆ Communicate with insurance companies for prior approval.
  - ◆ Conduct all fiscal and administrative duties.
  - ◆ Provide supervision to staff and interns.
  - ◆ Collaborate with community agencies regarding treatment and coordination of services.
  - ◆ Provide consultative clinical services regarding multiple areas of specialty.
- 2006- 2012 ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL  
*Director of Counseling/ School Psychologist*  
**Ann Marie Little, Supervisor**
- ◆ Provide psychological evaluations for students K- 12.
  - ◆ Supervise counseling staff.
  - ◆ Chair team meetings.
  - ◆ Consulted with superintendent regarding district wide interventions and supports for behaviorally and emotionally challenged students.
  - ◆ Write grants to aid in program development.
  - ◆ Wrote a grant for Positive Behavioral Interventions that was funded by the Department of Education.
  - ◆ Helped to develop a model for, and consulted with the Student Assistance Team.
- 2006 1997-WORCESTER PUBLIC SCHOOLS, Worcester, MA  
*School Psychologist*  
**Judith Thompson, Supervisor**
- ◆ Provided students with psycho-educational evaluations that encompass cognitive, academic, social, and emotional functioning.
  - ◆ Reviewed home schooling applications and make recommendations.
  - ◆ Attended team meetings and make collective recommendations.
  - ◆ Attended family support meetings and participate in pre-referral meetings.
  - ◆ Provided student crisis counseling as well as consultative services to teachers, administrators, and families.
  - ◆ Participated in curriculum development for the Worcester Public Schools Safety Center.
  - ◆ Completed ADHD evaluations.
  - ◆ Provided assessments which measured adaptive functioning in children with developmental disabilities.
- 1993-97 GREAT BROOK VALLEY HEALTH CENTER, Worcester, MA  
*Psychotherapist / Program Coordinator / Supervisor*
- ◆ Provided psychological evaluations to bilingual/bicultural clients.
  - ◆ Conducted individual, couple, and family psychotherapy.
  - ◆ Developed treatment plans and participated in team reviews.
  - ◆ Coordinated and supervised the Acupuncture Detoxification Program.
  - ◆ Supervised a Substance Abuse Counselor and provided clinical supervision to Social Workers.

**TEACHING EXPERIENCE:**

ASSUMPTION COLLEGE- Worcester, MA

*Adjunct Professor*

Rehabilitation and Human Services Graduate Program

2005 – 2Present

Spring 2006 and 2008: Practicum Seminar

Summer 2006- Directed Study for two students: Substance Abuse

Fall Semester 2006 – Present: Internship Seminar

Fall Semester 2007 and Fall 2008: Group Work

 ORIGINAL

*Continued-*

Spring 2011- Present: Group Work  
Summer 2013: Online Group Work Course

QUINSIGAMOND COMMUNITY COLLEGE- Worcester, MA

*Adjunct Professor*

Fall 2006 Introduction to Psychology

 ORIGINAL

**CONSULTING EXPERIENCE:**

2012- ABBY KELLEY FOSTER CHARTER PUBLIC SCHOOL

Present *School Psychologist*

- ◆ Provide cognitive, academic and behavioral testing to assess the need for placement in special education services.

1991- MASSACHUSETTS TRIAL COURT, Worcester, MA

2002 *Independent Court Investigator, Juvenile Division*

- ◆ Provided forensic family assessments for children and families involved in Care and Protection cases.
- ◆ Interviewed children, parents and collateral's.
- ◆ Wrote reports.
- ◆ Made recommendations to judges relative to placement and safety of children.
- ◆ Testified in court and functioned as professional witness.

1999 ELLIOT COUNSELING CENTER, HARVARD HOUSE, Worcester, MA

*Independent Consultant*

- ◆ Provided psychological evaluations and individual, family, and group therapy to adolescent males who were involved with the Department of Youth Services.
- ◆ Coordinated treatment and attended discharge planning meetings.

1998 THE FIRST MILE, WORCESTER COMMUNITY ACTION COUNCIL, Worcester, MA

*Independent Consultant*

- ◆ Provided psychological assessments that encompassed educational and vocational experiences of adolescents involved in a school-to-work program.

1992-1998 FALLON CLINIC, Worcester, MA

*Independent Mental Health Counselor*

- ◆ Provided employees with personal counseling and crisis intervention as part of the EAP program.

1995-96 HENRY LEE WILLIS COMMUNITY CENTER, Worcester, MA

1991-94 *Clinical Supervisor / Program Director, Outpatient Substance Abuse Program*

*Substance Abuse Counselor / Group Leader*

- ◆ Provided substance abuse counseling and group leadership, on-site as well as at MCI-Lancaster Prison.

**OTHER RELATED EXPERIENCE**

1991-93 MASSACHUSETTS REHABILITATION COMMISSION, Worcester, MA

*Vocational Rehabilitation Counselor*

- ◆ Responsible for intake, diagnostic assessment, and determination of eligibility for services of clients with emotional, physical, and substance abuse disabilities.
- ◆ Provided services including career and guidance counseling, job placement, and follow-up.

1989-92 MASSACHUSETTS TRIAL COURT, Worcester, MA

*Probation Officer, Worcester District Court*

- ◆ Employed technical knowledge of the judicial system in orienting clients to the criminal court.
- ◆ Developed and maintained community relations including participation on community boards.
- ◆ Provided assessments and counseling which enabled the court to maintain effective case flow management; demonstrated excellent verbal and written communication skills.
- ◆ Co-founded the Probation Alternative Community Service (PACS) Program.

1986-89 MASSACHUSETTS DEPARTMENT OF SOCIAL SERVICES, Worcester, MA

*Social Worker, Protective and Sexual Abuse Units*

- ◆ Investigated reports alleging sexual abuse of children and adolescents.
- ◆ Performed casework activities such as conducting intake and assessment, writing reports for the courts, and testifying on behalf of victims.
- ◆ Coordinated services and provided advocacy for multi-problem families in the areas of education, health, and social welfare.
- ◆ Made referrals to the District Attorney's office and met with his representatives when necessary.

*Continued-*

- 1985 PROSPECT HOUSE, INC., Worcester, MA  
*Social Worker, Emergency Adolescent Services*
- ◆ Supervised staff in a secured residential/assessment facility for emotionally disturbed adolescents.
  - ◆ provided crisis counseling as well as psychiatric counseling.
  - ◆ Advised staff concerning suicide prevention and related precautionary measures.
  - ◆ Attended training in passive/non-violent restraint.
  - ◆ Facilitated groups in personal growth and self-awareness for residents.
  - ◆ Responsible for charting of client logs, monthly reports, and client billing.
- 1984-85 HEALTH AWARENESS SERVICES, Worcester, MA  
*Prenatal Counselor / Health Educator, Access Program*
- ◆ Provided counseling and education services in a medically based program for pregnant and parenting teenagers; served in the capacities of welfare advocate, prenatal and post-partum counselor, and group educator responsible for instructing teens in nutrition and proper prenatal care.
  - ◆ Maintained monthly contact with teens in their homes to provide general case management services.
  - ◆ Provided program with materials that were essential to curriculum development and client education.
- 1982-84 DIOCESE OF WORCESTER / ROMAN CATHOLIC CHURCH, Worcester, MA  
*Community Organizer / Program Developer, Urban Ministry Commission*
- ◆ Coordinated and implemented an outreach program for African American Catholics residing in the Catholic Diocese of Worcester.
  - ◆ Coordinated organizational efforts and motivated individuals to participate in the planning process.
  - ◆ Educated group members as well as the general Catholic community regarding bi-culturalism.
  - ◆ Wrote grants to secure funding for the program.
- 1980-82 WORCESTER STATE COLLEGE, Worcester, MA  
*Recruiter / Counselor, Office of Minority Affairs*

**INVITED PRESENTATIONS:**

- ◆ *Cultural In Mental Health:* Beacon Health Strategies ( August2013)
- ◆ *Career pathways in Mental Health:* Worcester Public Schools Career Day (Tatnuck Magnet School June 2013)
- ◆ *Multiculturalism in Schools:* Abby Kelley Foster Charter School (January 2013)
- ◆ *Assessment Development and Clinical Diagnoses:* Multicultural Wellness Center (July 2011)
- ◆ *Depression in the African American Community- A Community Conversation:* LUK; Fitchburg, MA (May 2011)
- ◆ *Positive Behavioral Interventions:* Abby Kelley Foster Charter School (October 2009)
- ◆ *Mental Health in the African American Community:* Worcester Mental Health Task Force (May 2008)
- ◆ *Hair Stories:* A community conversation regarding self-image and racial identity (February 2007).
- ◆ *ADHD and Social Deficits-* Abby Kelley Foster Charter Public School (December 2006).
- ◆ *Substance Abuse in Children: Strategies for Prevention -* Parent Council, Multiple Intelligences School (5/16/2000).
- ◆ *Violence Prevention -* Youth Conference, Worcester, MA (10/16/98).
- ◆ *Self-Esteem -* Youth Net, Worcester, MA (6/19/96).
- ◆ *African American Perspectives in Health Care -* Worcester State College (6/5/96).
- ◆ *Self-Esteem -* AIDS Project Worcester (5/16/96).
- ◆ *Addictions -* AIDS Project Worcester (5/8/96).
- ◆ *Substance Abuse in Adolescents: Signs and Symptoms -* Y.O.U. Inc., Worcester, MA (2/15/96).
- ◆ *Substance Abuse Awareness -* Inservice training, Henry Lee Willis Community Center, Worcester, MA (10/95).

**BOARD AFFILIATIONS:**

- ◆ Diocese of Worcester Catholic Schools Board (2005)
- ◆ Worcester State College, Minority Alumni Council (1994-present)
- ◆ Faith House, Inc. (1992-97)
- ◆ Massachusetts Rehabilitation Counseling Association (1991-94)
- ◆ Friendly House, Inc. (1991-93)

Continued-



ORIGINAL



- ◆ United Way of Central Massachusetts, Affirmative Action Committee (1990-92)
- ◆ Worcester Area Child Sexual Abuse Task Force, Model Intervention Committee (1989-92)
- ◆ Guild of St. Agnes Day Care (1988-90)
- ◆ Diocesan Task Force on Bishop's Pastoral on Economics (1988-89)
- ◆ Worcester Housing Information Center (1983-84)

**CERTIFICATIONS / LICENSURE:**

- ◆ Massachusetts Certified School Psychologist
- ◆ Nationally Certified Rehabilitation Counselor
- ◆ Massachusetts Licensed Rehabilitation Counselor
- ◆ Massachusetts Licensed Marriage and Family Therapist
- ◆ Massachusetts Licensed Mental Health Counselor

**HONORS & AWARDS:**

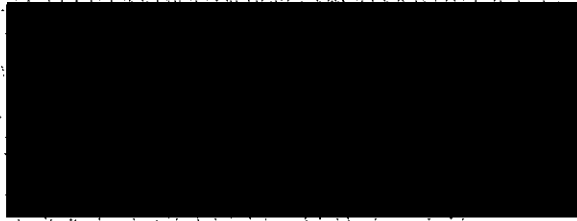
- 2005 Worcester State College Multicultural Affairs
- ◆ *Recognized for work in the Worcester Community*
- 2000 Martin Luther King Jr. 15<sup>th</sup> Annual Community Breakfast
- ◆ *Recognized as one of Worcester County's Distinguished Black Women*  
Featured in the Year 2000 Commemorative Calendar, due to professional service and contributions in the Worcester community.
- 1996, Antioch New England Graduate School  
1999 & 2000 ◆ *Racial and Ethnic Minority Fellowship*
- 1996 Women's Alcohol and Drug Awareness Week, Second Annual Community Breakfast
- ◆ *Alcohol, Tobacco, and Drug Abuse Prevention, Intervention, and Treatment for Women*  
Received an award for outstanding contributions to the field of substance abuse.

**RESEARCH INTERESTS:**

- ◆ The effects of racism on identity development.
- ◆ Treatment interventions for African American male adolescents utilizing family, community, and educational supports.

 ORIGINAL

**ALICE ANN FERNANDES**



**WORK EXPERIENCE**

**2001-2005**

**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**

Ten Park Plaza, Boston, MA 02116

- MBTA Board of Directors  
Rehired as a Consultant to Board of Directors

**1/77-11-00  
(Retired)**

**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**

Ten Park Plaza, Boston, MA 02116

- MBTA Board of Directors  
Recording Secretary – Corporate Officer  
Major Duties: Manage Board of Directors' Office; interact with public officials, commuters and senior staff; maintain confidentiality; take open and executive minutes; act as liaison for Board Members; update Board office policy and procedures; fulfill legal mandates of MGL; certify bond authorizations; and produce, seal and accurately report out Board authorizations and directives.
- Asst. Project Coordinator – ADA of 1990 – MBTA Facilities  
Major Duties: Work with design consultants and contractors to provide handicapped accessible transit facilities; provide staff training regarding the American's with Disabilities Act of 1990; assist in the preparation of the MBTA's Guide to Access; orally report status of accessibility projects to the Access Advisory Committee to the MBTA (AACT) at quarterly meetings.
- Administrative Assistant to the MBTA Chairman and CEO  
Major Duties: Responsible for correspondence, contract execution and administrative support, as needed.

2.

ALICE A. FERNANDES  
HUMAN RESOURCE DIRECTOR

**MBTA Cont'd.**

- Stenographer - Development Department

**1973-1977**      **LEGAL SERVICES FOR CAPE COD AND ISLANDS**  
- Paralegal and Client Intake

**1971-1973**      **NEW BEDFORD MODEL CITIES ADMINISTRATION**  
- Coordinator for Community Relocation Program,  
South End Urban Renewal Project - Al Rozario, Chair

**1970-1971**      **YOUTH RESOURCES AGENCY, NEW BEDFORD**  
- Secretary to Duncan Dottin

**1969-1970**      **MINORITY CONTRACTORS' ASSOCIATION**  
- Secretary to William Carmo

**CURRENT AFFILIATIONS**

All Star Promotions, LLC, Co-Owner, 2003 to present

The Tune Weavers, Member, 2003 to present

Mediator, Commonwealth of Massachusetts - February, 1998 to present

Real Estate Agent - 1985 to present

**FORMER AFFILIATIONS**

Alternate Trustee, MBTA Retirement Board - 1999 to 2006

Notary Public, Commonwealth of Massachusetts - 1992 to 2006

National Register of Emergency Medical Technicians - 1979 - 1988

Certified Foster Parent - 1984

Town of Marion Recreation Committee, Member and Vice Chair



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**EVIDENCE OF CAPITAL**  
**(Exhibit4.1)**

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

Corporation Name: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

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

Attach one-page bank statement.

 ORIGINAL

November 19, 2013

Re: Apex Compassion & Wellness Center Inc.  
1109 Prospect St.  
Somerset, MA 02726-4423  
Account # [REDACTED]

To Whom IT May Concern:

This letter is to verify that Apex Compassion & Wellness Center Inc. has an account with First Citizens' Federal Credit Union. The balance in the account as of this date is \$510,100.00. If you need any further information, please contact Apex Compassion & Wellness Center Inc. directly.

Sincerely,



Frederica A. DeMoranville  
Branch Manager  
1341 Cove Rd.  
New Bedford, MA 02744  
(508)997-6267

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

This exhibit must be completed and submitted as part of the application. Note – Change Since Phase 1 to allow another finance partner.

Corporation Name: Apex Compassion & Wellness Center, 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 Lesley S. Rich	1109 Prospect St., Somerset, MA 02726	\$ 275,000 50%	Cash	Director, CEO, CFO, President	Promissory Note, 6% Interest
2 Robert W. Lally Jr	57 Bear Lane, Greenwood, ME	\$ 275,000 50%	Cash	Director, COO	Promissory Note, 6% Interest
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	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			<b>ORIGINAL</b>
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: Apex Compassion & Wellness Center, Inc Application # (if more than one): \_\_\_\_\_

	Expense Type	Costs	Explanation of Expense
	<b>Planning and Development</b>		
1	Architect and design fees	\$ 25,000	
2	Environmental survey	\$ 15,000	
3	Permits and Fees	\$ 32,500	
4	Security assessment	\$ 20,000	
5	Land/building cost	\$ 0	
6	Site clean-up and preparation	\$ 5,000	
7	Other- describe	\$ 5,000	
8	_____	\$	
9	MA state fees for construction	\$ 2,063	
	<b>Build-out Costs</b>		
1	Construction expenses	\$ 250,000	
2	Painting and finishes	\$ 65,000	
3	Security system	\$ 65,000	
4	Landscape work	\$ 13,000	
5	Parking facility	\$ 10,000	
6	Other- describe	\$	
7	_____	\$	
8	_____	\$	
9	_____	\$	
	<b>Equipment Costs</b>		
1	Vehicles and transportation	\$ 40,000	
2	Cultivation equipment	\$ 265,000	
3	Furniture and storage needs	\$ 40,000	
4	Computer equipment	\$ 25,000	
5	HVAC	\$ 350,000	
6	Kitchen/food prep equipment	\$ 30,000	
7	Other- describe	\$	
8	_____	\$	
9	_____	\$	
	<b>TOTAL</b>	<b>\$ 1,257,563</b>	



**YEAR-ONE OPERATING BUDGET  
(Exhibit 4.4)**

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

Corporation Name: Apex Compassion & Wellness Center, Inc. Application # (if more than one):  
 Budget Period: 1/1/2014 to 12/31/2014  
 Projected Number of Patients: 1034 and Number of Visits: 5428

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		Year ONE Budget	Budget Notes <sup>i</sup>
<b>REVENUE</b>			
1	Medical Marijuana sales	\$667,167	Sales commence Oct 2014
2	Other supplies sold	\$33,358	5% of marijuana sales
3	Other revenue sources	\$23,305	
<b>A</b>	<b>TOTAL REVENUE:</b>	<b>\$723,830</b>	
<b>PAYROLL EXPENSES</b>			
	<b>Personnel Category</b>	<b># FTE</b>	
1	SG&A	4	\$431,250
2	RMD	12	\$295,417
3	Production Facility	19	\$423,750
4	Other	0	\$0
<b>B</b>	<b>TOTAL SALARIES</b>	<b>35</b>	<b>\$1,150,417</b> Per staffing plan
<b>C</b>	<b>Fringe Rate and Total</b>	<b>22.3%</b>	<b>\$256,571</b>
<b>D</b>	<b>TOTAL SALARIES PLUS FRINGE (B+C)</b>		<b>\$1,406,988</b>
<b>OTHER EXPENSES</b>			
1	Consultants	\$250,000	
2	Equipment	\$750,000	Per capital budget
3	Supplies	\$61,685	
4	Office Expenses	\$8,482	
5	Utilities	\$87,901	
6	Insurance	\$18,00	
7	Interest	\$0	
8	Depreciation/Amortization	\$104,563	
9	Leasehold Expenses	\$403,000	Per capital budget
10	Bad Debt	\$0	
11	ADP	\$3,855	
12	Applied Discount Qualified Patients	\$16,679	
13	Bank Fees	\$10,008	
14	Computer related expense	\$21,590	
15	Cost of Goods Sold	\$46,047	
16	Donations	\$13,343	
17	License and Permitting Fees	\$81,500	
18	Sales tax	\$45,239	
19	Maintenance	\$8,006	
20	Marketing	\$15,421	

21	Rent expense	\$245,000	
22	Security expense	\$30,000	
23	Planning and development expense	\$104,563	
E	<b>TOTAL OTHER EXPENSES</b>	\$2,325,115	
	<b><u>TOTAL EXPENSES: (D+E)</u></b>	<b><u>\$3,732,103</u></b>	
	<b>DIFFERENCE</b>	<b>\$ (3,008,273)</b>	

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Enter short explanation of expenses

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**THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS**  
**(Exhibit 4.5)**

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

Corporation Name: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

Fiscal Year Time Period: 1/1/2014 to 12/31/2016 Projected Start Date for the First Full Fiscal Year: 1/1/2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2014	SECOND FULL FISCAL YEAR PROJECTIONS 2015	THIRD FULL FISCAL YEAR PROJECTIONS 2016
Projected Revenue	\$723,830	\$6,790,683	\$18,085,334
Projected Expenses	\$3,732,103	\$6,104,192	\$11,341,441
TOTAL :	\$(3,008,273)	\$686,491	\$6,743,893
Number of Patients	1034 <sup>1</sup>	2080	3629
Number of Patient Visits	5428	43,689	76,217
Projected % of growth rate annually	0%	101%	75%
Total FTE in staffing	35 FTE	48 FTE	60 FTE
Projected Medical Marijuana Inventory	48 Lbs.	137 Lbs.	341 Lbs.

<sup>1</sup> Enter projected information

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**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: Apex Compassion & Wellness Center, Inc Application # (if more than one): \_\_\_\_\_

Physical Address	County	Type of Evidence Attached
272 Duchaine Blvd, New Bedford, Massachusetts 02571	BRISTOL	Lease Agreement

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COMMERCIAL LEASE

1. PARTIES

G. McCarthy Properties II – New Bedford, LLC of P.O. Box 100 West Wareham, Massachusetts 02576 LESSOR, which expression shall include heirs, successors, and assigns where the contract so admits, does hereby lease to Apex Compassion & Wellness Center, Inc. with a business address of 1109 Prospect Street, Somerset, Massachusetts 02726, LESSEE, which expression shall include successors, executors, administrators, and assigns where the contract so admits, and the LESSEE hereby leases the following described premises.

2. PREMISES

25,000 square feet of space suitable for manufacturing and warehousing, and 10,000 square feet of retail and office space located at 272 Duchaine Blvd, New Bedford, MA 02571 (as shown in Exhibit "A" attached hereto and made a part hereof) together with all buildings and other improvements situated on said parcel and together with all rights, easements and appurtenances thereunto belonging or appertaining thereto, including without limitation all rights associated with the New Bedford Business Park. The Premises shall include the contents of the Buildings, including all furniture and fixtures, and the existing pylon sign.

3. TERM

The term of this lease shall be for Five (5) years commencing 60 days of a license being awarded by the Commonwealth of Massachusetts to conduct the activities described herein at the Premises (the "Commencement Date") and ending five (5) years thereafter (the "Initial Term"). The Lessee shall have an option to renew the lease for an additional three (3) successive five (5) year periods, which renewal shall be automatic unless Lessee provides Lessor at least six (6) months prior written notice that it elects not to renew this Lease Agreement.

4. RENT

The LESSEE shall pay to the LESSOR during the Term annual rent at the rates per square foot of rented space in the Premises as follows:

Initial Term:

\$4.50 per square foot nnn      Years 1 - 5

Option Terms:

\$4.75 per square foot nnn      Years 6 – 10

Market Rate nnn                      Years 11 – 15

Market Rate nnn                      Years 16 - 20

Market Rent. With respect to each Extended Term, the parties shall agree to a fair market rent ("Market Rent") for such Extended Term as provided for in this Article III. The parties shall negotiate and agree upon the Market Rent at least ninety (90) days prior to the termination of the applicable term; provided, however, that in the event that the parties fail to do so, then the Market Rent shall be established as follows:

 ORIGINAL

(a) The Market Rent shall be determined by the LESSEE giving the LESSOR written notice designating an independent appraiser ("First Appraiser"). The LESSOR shall within fifteen (15) days thereafter designate a second independent appraiser ("Second Appraiser"), and the First Appraiser and Second Appraiser so designated or appointed shall meet within ten (10)

*Handwritten initials*

days after the Second Appraiser is appointed. If, within forty-five (45) days after the Second Appraiser is appointed, the First Appraiser and Second Appraiser do not agree upon the then Market Rent of the Premises, they shall themselves appoint a Third Appraiser who shall be a competent and impartial person. In the event of that they are unable to agree upon such appointment of a Third Appraiser within fifteen (15) days after the time aforesaid, then the Third Appraiser shall be selected by the parties themselves if they can agree thereon within a further period of fifteen (15) days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the then President of Rhode Island Board of Realtors or any similar association.

(b) In the event of the failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such appraiser so failing, refusing or being unable to act. Each party shall pay the fees and expenses of the one of the two original appraisers appointed by such party, or in whose stead, as above provided, such appraiser was appointed, and one-half of the fees and expenses of the Third Appraiser, and all other expenses, if any, shall be borne equally by both parties. Any appraiser designated to serve in connection with the provisions hereof shall be qualified to appraise real estate in Rhode Island of the type covered by this Lease, shall be a Member of the American Institute of Appraisers (or any successor association or body of comparable standing if such Institute is not then in existence), and shall have been actively engaged in the appraisal of commercial real estate in Rhode Island for a period of not less than five (5) years immediately preceding his appointment. Each party will also pay their own attorneys' fees.

(c) The appraisers shall determine the Market Rent of the Leased Premises based upon the prevailing fair market for properties similar to the Premises in quality, size, location and use in Warwick, Rhode Island as of the 90th day preceding the expiration of the Initial Term or an Extended Term as applicable. A decision joined in by two of the three appraisers shall be the decision of the Appraisers and shall be binding on the parties. After reaching a decision, the appraisers shall give written notice thereof to LESSOR and LESSEE.

(d) If the appraisers fail to reach a decision within forty-five (45) days after the appointment of the Third Appraiser, the Appraisers shall average the three appraisals if no appraisal is more than ten (10%) percent in variation from the other two (2) appraisals and such average shall be the fair market value of the Premises. If there is any such variation of more than ten (10%) percent, the appraisal process shall start over with the appointment of new appraisers.

(e) Notwithstanding the foregoing to the contrary, the LESSOR and the LESSEE may at anytime terminate the aforesaid appraisal process should they agree in writing on a Market Rent for the applicable term.

Rent shall be payable in equal monthly installments due at the 1<sup>st</sup> day of each month. In addition, LESSEE shall be responsible to pay as additional rent those charges and costs as set forth in ARTICLES 23 & 24. Rent shall commence on the Commencement Date.

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or

5. SECURITY DEPOSIT Within fifteen (15) days from the awarding of a license by the Commonwealth of Massachusetts to LESSEE allowing the conduct the activities described herein at the Premises, the LESSEE shall pay to the LESSOR the amount of Fourteen Thousand (\$14,000.00) Dollars which shall be held as a security deposit for the LESSEE'S performance as herein provided, and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. UTILITIES The LESSEE shall pay for its own use of electricity and heat.

7. USE OF LEASED PREMISES LESSEE shall use and occupy the Premises for plant cultivation of medical marijuana and for retail purposes in accordance with Massachusetts General Laws, as well as office, packaging, storage and kitchen uses related thereto and to the extent not prohibited by Massachusetts General Laws, and for any other lawful use. The LESSOR shall have no responsibility in regard to maintenance of items placed on said premises by the LESSEE. The LESSEE shall be responsible for shoveling and sanding the front walk and rear steps that are adjacent to the leased premises.

8. COMPLIANCE WITH LAWS The Lessee acknowledges that no trade or occupation shall be conducted in the leased premises which will be unlawful, improper, noisy or offensive, or contrary to any law or municipal ordinance in force in the city or town in which the premises are situated.

9. FIRE INSURANCE The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the N.E. Fire Insurance Rating Association, or any similar body succeeding to its power. The LESSEE shall on demand reimburse the LESSOR, and all other LESSEES, all extra insurance premiums caused by the Lessee's use of the premises.

10. MAINTENANCE OF PREMISES The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises. If the LESSOR shall be caused to make repairs, the LESSEE shall reimburse the LESSOR immediately upon presentation of a reasonable bill.

11. ALTERATIONS ADDITIONS The LESSEE shall not make structural alterations or additions to the leased premises without the prior written approval of the LESSOR, which approval shall not be unreasonably withheld or delayed. LESSEE may make non-structural alterations. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics lien or similar liens to remain upon the leased premises for labor and materials furnished to the LESSEE or claimed to have been furnished the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of



ORIGINAL

or

LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein, unless LESSEE removes such alterations or improvements and repairs any damage from such removal.

12. ASSIGNMENT  
SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR'S prior consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for full performance of the covenant and conditions of this lease.

13. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deed of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgage, deeds of trust or other such instruments in the nature of a mortgage. Notwithstanding the above, LESSOR agrees that this subordination is contingent upon the mortgagee involved entering into a non-disturbance agreement with LESSEE under which the mortgagee agrees to recognize all of LESSEE's rights under this Lease.

14. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises so long as it is during normal business hours and the LESSOR or its agents do so under the LESSEE's supervision in accordance with Massachusetts law.

15. INDEMNIFI-  
CATION  
AND LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the leased premises.

16. LESSEE'S  
LIABILITY  
INSURANCE

The LESSEE shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of \$1,000,000 with a responsible company qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided.

17. FIRE, CASUALTY  
EMIMENT  
DOMAIN

Should a substantial portion of the leased premises or of the property of which they are a part of, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate the lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within (30) thirty days of intention to restore leased premises or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within (90) ninety days of said fire, casualty, or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages, or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures,

 ORIGINAL

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property or equipment. The LESSOR shall no responsibility to maintain fire insurance on said leased premises.

18. DEFAULT &  
BANKRUPTCY

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof.
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof.
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors.

Then the LESSOR shall have the right thereafter while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears or rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payment which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligations to do so and without hereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees proceeding, such sums paid or obligations insured, with interest at the rate of 18% per annum, and cost, shall be paid to the LESSOR by the LESSEE as additional rent.

19. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid addressed to the LESSOR (address given, first page first paragraph).

20. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises, (including without hereby limiting the generality of the foregoing all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises. ) LESSEE shall deliver to the LESSOR the leased premises and all keys, locks, thereto, and other fixtures connected therewith and all alterations and additions made too or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, LESSOR is hereby authorized without liability to LESSEE for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store the property at LESSEE'S expense, or to retain same under LESSOR'S

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*Handwritten mark*

control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. RUBBISH REMOVAL It is also understood and agreed that there shall be no outside storage on said leased premises except with written permission of the LESSOR, and there shall be no rubbish or debris outside of the building. The LESSOR may after one (1) warning to the LESSEE, remove such rubbish or debris with a minimum charge of \$100.00 payable by LESSEE.
22. EXTENSION OF LEASE At the expiration of this agreement, it is further agreed that this lease shall extend itself on a month – to – month basis. The monthly rent during this extension period will be 10% higher than the lease term ending month's rent. Either party having to give the other party thirty (30) days notice of termination thereof.
23. APPORTIONMENT OF REAL ESTATE TAXES LESSEE shall pay LESSEE's proportionate share of Real Estate Taxes. The LESSEE's share of the real estate taxes shall be 48.6% of the tax bill. Square feet of leased space 35,000 divided by the total building square footage 72,000 equals 48.6%. Estimated real estate taxes will be paid on a monthly basis.
24. TRIPLE NET LEASES (NNN) All expenses associated with Triple Net leases will be apportioned and billed one month in arrears. These expenses must be paid within ten (10) days of receipt. The LESSEE's proportionate share of the leased space is 48.6%.
25. OPTION TO PURCHASE The LESSOR hereby grants to the LESSEE or its nominee the option to purchase (the "Purchase Option") the Premises (which includes the land, building and all appurtenant rights upon which the Premise is on) which Purchase Option shall be exercisable by LESSEE any time after two (2) years from the commencement of this Lease and prior to end of the Initial Term for a purchase price of \$3,400,000.00 by providing LESSOR with written Notice of its intention to exercise the Purchase Option.
26. RIGHT OF FIRST REFUSAL: From and after the effective date and during the term of this Lease hereof, LESSEE shall have the right of first refusal and LESSOR shall not sell, transfer or otherwise dispose of all or part of LESSOR's interest in the Premises until and unless LESSOR shall have: (a) obtained a bona fide offer therefor; (b) given notice to LESSEE, which notice shall contain (i) the name of the offer or, (ii) the address of the offer or, (iii) all of the terms and conditions of such bona fide offer, and (iv) a true and accurate copy of the actual bona fide offer ("Lessor's Notice"); and (c) offered to sell, transfer or otherwise dispose of such interest to LESSEE at the same price and, except as hereinafter provided, upon the same terms and conditions contained in said bona fide offer. Any sale or transfer of LESSOR's interest in the Premises, or any part thereof, or of any larger parcel of which the Premises may be a part, shall be expressly made subject to all of the terms, covenants and conditions of this Lease.
27. OPTION TO EXPAND PREMISES LESSEE shall have the option to expand the Leased Premises square footage for up to the remaining 37,000 square feet of office and warehouse space at any time prior to the Commencement Date under the same Rent and terms and conditions as specified herein. After the Commencement Date, the LESSEE shall have the option to expand the Leased Premises square footage for up to



ORIGINAL

the available remaining square feet of office and warehouse space at the location at any time under the same Rent and terms and conditions as specified herein.

LESSOR covenants and agrees to cooperate with LESSEE regarding any LESSEE request to construct additional building space, constituting an approximate footprint of 50,000 square feet, on the Premises.

28. MISCELLANEOUS Governing Law. This Lease and the performance thereof will be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

Successors and Assigns. This Lease will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. References herein to the parties will be deemed to include their respective successors and permitted assigns.

Entire Agreement. This Lease contains all of the agreements of the parties and may not be modified or amended except by written agreement signed by the parties hereto.

Force Majeure. LESSOR and LESSEE shall be excused for the period of any delay in performing any obligations under this Lease by reason of the wrongful or negligent acts or omissions of the other party, their agents, employees, or contractors, or by reason of labor disputes, civil disturbance, war, war like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, or acts of God (referred to collectively herein as "Force Majeure").

Construction of Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "LESSOR" and "LESSEE" shall be deemed to include successors, and permitted sublessees and permitted assigns of said parties, unless the context excludes such construction.

Invalidity of Provisions. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

Letter Agreement: Lease subject to all conditions and terms of signed Letter Agreement date September 26, 2013

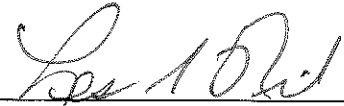


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or

IN WITNESS WHEREOF, THE LESSOR AND LESSEE have hereunto set their hands and  
common seals this 19<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
LESSOR

  
\_\_\_\_\_  
LESSEE Lester S. Rich  
President  
Apex Compression & Wellbore, Inc. <sup>Center</sup>

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or



## LETTER AGREEMENT

Date: September 26, 2013

McCarthy Properties  
P.O. Box 100  
West Wareham, MA 02576  
Attn: James McCarthy

Dear Mr. McCarthy:

This letter sets forth certain principal terms and conditions under which Apex Compassion & Wellness Center, Inc. (hereinafter referred to as the "Lessee") will lease a parcel of real estate located at and commonly known as 272 Duchaine Blvd, New Bedford, Massachusetts, including all buildings and other improvements situated on said parcel, (hereinafter referred to as the "Premises") from McCarthy Properties (hereinafter "Lessor").

By executing this letter, the Lessee and Lessor confirm their intentions specified herein with respect to the Premises. The final terms and conditions are to be reflected in a definitive agreement substantially in the form and substance as detailed in a Commercial Lease as attached hereto as Exhibit "A" (hereinafter referred to as the "Lease Agreement").

**1. Lease Term:** Five (5) years, commencing within 60 days of a license being awarded by the Commonwealth of Massachusetts to conduct the activities described herein at the Premises, with an option to renew the lease for additional three (3) successive five (5) year periods.

**2. Use:** Lessee shall use and occupy the Premises for plant cultivation of medical marijuana and for retail purposes in accordance with Massachusetts General Laws, as well as office, packaging, storage and kitchen uses related thereto and to the extent not prohibited by Massachusetts General Laws, and for any other lawful use.

**3. Leased Premises:** The parties agree that the leased premises shall include: (i) approximately 25,000 square feet of warehouse space and 10,000 square feet of retail and office space, as shown on Exhibit A of the Lease Agreement, and (ii) the remaining 37,000 square feet of office and warehouse space pursuant to Tenant's option right as described in the Lease Agreement.

**4. Additional Space.** Lessor covenants and agrees to cooperate with Lessee regarding any Lessee request to construct additional building space, constituting an approximate footprint of 50,000 square feet, on the Premises.

**5. Option to Purchase.** The parties agree that the Lessee shall have the option and right to purchase the Premises as described in the Lease Agreement.

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**6. Base Rent:**

Years 1 – 5 \$4.50 nnn per square foot  
Years 6 – 10 \$4.75 nnn per square foot  
Years 11 – 15 Market Rent nnn per square foot  
Years 16 – 20 Market Rent nnn per square foot

Note: Market Rent as defined in Lease Agreement.

**7. Good Faith Deposit:** Within fifteen (15) days from the awarding of a license by the Commonwealth of Massachusetts to conduct the activities described herein at the Premises, the Lessee will forward the Lessor Fourteen Thousand (\$14,000.00) Dollars, which will be applied as a Security Deposit under the Lease Agreement.

The Lessor agrees not to lease (Except existing tenant) or enter into negotiations with another party to lease the Premises until such time as the Commonwealth of Massachusetts has made a final determination on Lessee's license application or February 28, 2014. The parties agree to promptly negotiate a final Lease Agreement in Good Faith substantially in the form attached hereto as Exhibit "A". The Lease Agreement shall be executed by the parties as required for Lessee to obtain license by the Commonwealth of Massachusetts to conduct the activities described herein at the Premises.

If you are in agreement with the foregoing terms and conditions, please acknowledge your acceptance thereof by signing and returning the duplicate copy of this letter agreement.

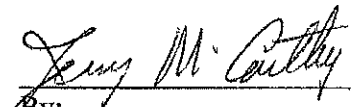
Very truly yours,

Apex Compassion & Wellness Center, Inc.

By:   
Lesley S. Rich, Director

Agreed and Accepted this  
27<sup>th</sup> day of September, 2013

McCarthy Properties

  
By: \_\_\_\_\_

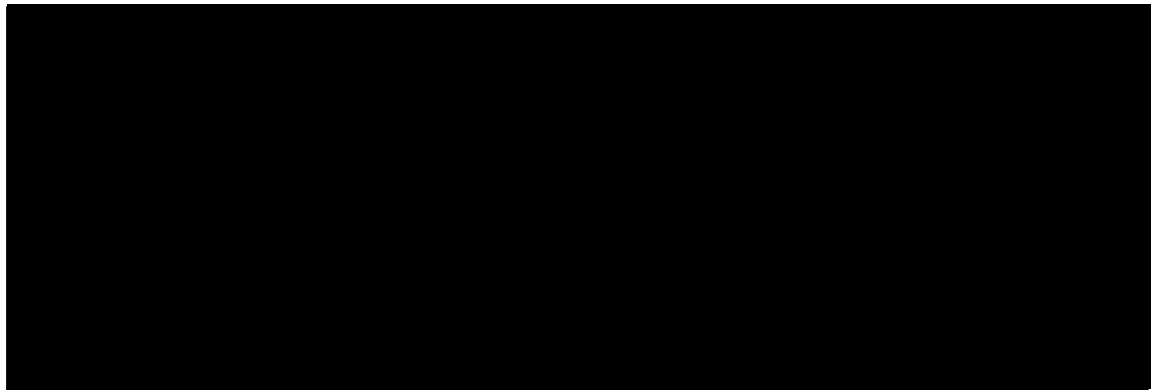
 ORIGINAL

# 72,000 SF WAREHOUSE & OFFICE SPACE

272 DUCHAINE BOULEVARD :: NEW BEDFORD, MA



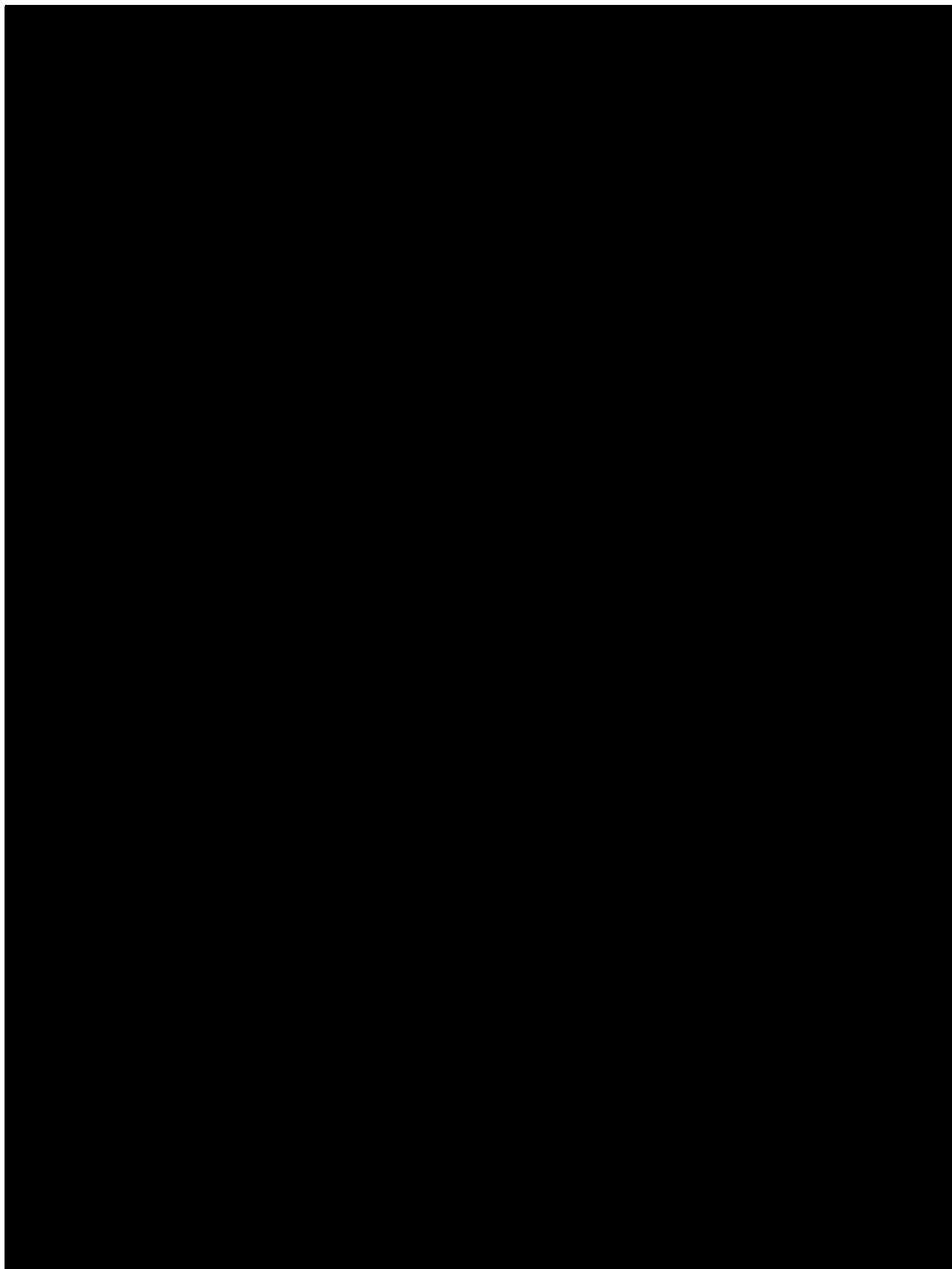
BUILDING  
SPECIFICATIONS



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***272 Duchaine Blvd. New Bedford, MA***



**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: Apex Compassion & Wellness Center, Inc. Application # (if more than one): \_\_\_\_\_

Physical Address	County	Type of Evidence Attached
272 Duchaine Blvd, New Bedford, Massachusetts 02571	BRISTOL	Lease Agreement (SEE EXHIBIT 5.1 FOR ORIGINAL LEASE)

 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: Apex Compassion & Wellness Center, Inc Application # (if more than one): \_\_\_\_\_

Physical Address	County	Type of Evidence Attached
272 Duchaine Blvd, New Bedford, Massachusetts 02571	BRISTOL	Lease Agreement(SEE EXHIBIT 5.1 FOR ORIGINAL LEASE)

 ORIGINAL

**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: Apex Compassion & Wellness Center, Inc. Application # (if more than one): \_\_\_\_\_

Site	City/Town	County	Type of Support Attached
1	NEW BEDFORD	BRISTOL	LETTER FROM CITY COUNCIL
2			

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*City of New Bedford*  
MASSACHUSETTS

Office of City Council  
133 William Street · New Bedford · Massachusetts 02740  
TEL 508-979-1455 · FAX 508-979-1451

November 18, 2013

Commissioner Cheryl Bartlett  
Massachusetts Department of Public Health  
250 Washington Street  
Boston, MA 02108

Dear Commissioner Bartlett:

We, the undersigned members of the New Bedford City Council, wish to express to you our support for the potential location of a registered Marijuana Dispensary and Cultivation operation in New Bedford. It is our opinion that any and all applicants seeking to locate in New Bedford should be provided with the opportunity to make application with your department pursuant to all relevant laws and regulations.

The New Bedford voters supported the law allowing for such operation in Massachusetts by a 2 to 1 margin and we believe that they did so in contemplation of the possibility that such an operation potentially could be located in New Bedford. We further believe that the Massachusetts Department of Public Health is working to implement sufficient health and safety measures to assure the protection of our citizens and will scrutinize each application to evaluate whether an applicant will meet the high standards prior to licensing for any such facility or operation in our or any other area of the Commonwealth.

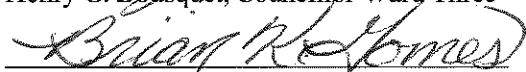
It is our understanding that the Mayor of New Bedford has written to you with regard to this same subject. Please take into consideration that the City Council voted at its' meeting of November 14, 2013 that the Mayor's policy position with regard to this subject should be construed narrowly as the Mayor's opinion alone and not the official policy position of the City Council or of the people of the City of New Bedford (please see attached vote of the City Council).


Your consideration is very much appreciated.


Truly yours,

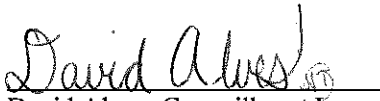
  
Bruce Duarte, Jr., Councillor President

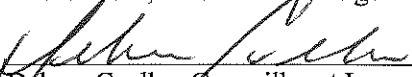
  
Henry G. Bousquet, Councillor Ward Three

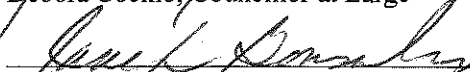
  
Brian K. Gomes, Councillor at Large

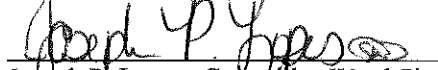
  
Denis Lawrence, Jr., Councillor at Large

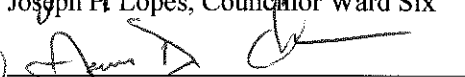
  
Steven Martins, Councillor Ward Two

  
David Alves, Councillor at Large

  
Debora Coelho, Councillor at Large

  
Jane L. Gonsalves, Councillor Ward Five

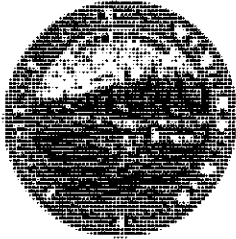
  
Joseph P. Lopes, Councillor Ward Six

  
James D. Oliveira, Councillor Ward One

  
John T. Saunders, Councillor at Large

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# CITY OF NEW BEDFORD

## CITY COUNCIL

November 14, 2013

### WRITTEN MOTION

Requesting that the City Council declare that the Mayor's position with regard to the location of a medical marijuana dispensary within the City of New Bedford should be considered solely as the policy opinion of the Administrative branch of the Municipal Government and not necessarily the policy opinion of the City Council nor the official policy of the City of New Bedford.

David Alves, Councillor at Large

IN CITY COUNCIL, November 14, 2013

Rule 42 Waived – Yeas 8, Nays 0.  
Adopted.

Rita D. Arruda, City Clerk

a true copy, attest:

*Rita D. Arruda*  
City Clerk



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**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: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1 <b>Dispensing</b>	272 Duchaine Blvd, New Bedford, Massachusetts 02571	Lease Agreement	Letter from New Bedford City Council
2 <b>Cultivation</b>	272 Duchaine Blvd, New Bedford, Massachusetts 02571	Lease Agreement	Letter from New Bedford City Council
3 <b>Processing</b>	272 Duchaine Blvd, New Bedford, Massachusetts 02571	Lease Agreement	Letter from New Bedford City Council



**RMD ORGANIZATIONAL CHART**  
**(Exhibit 6.1)**

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

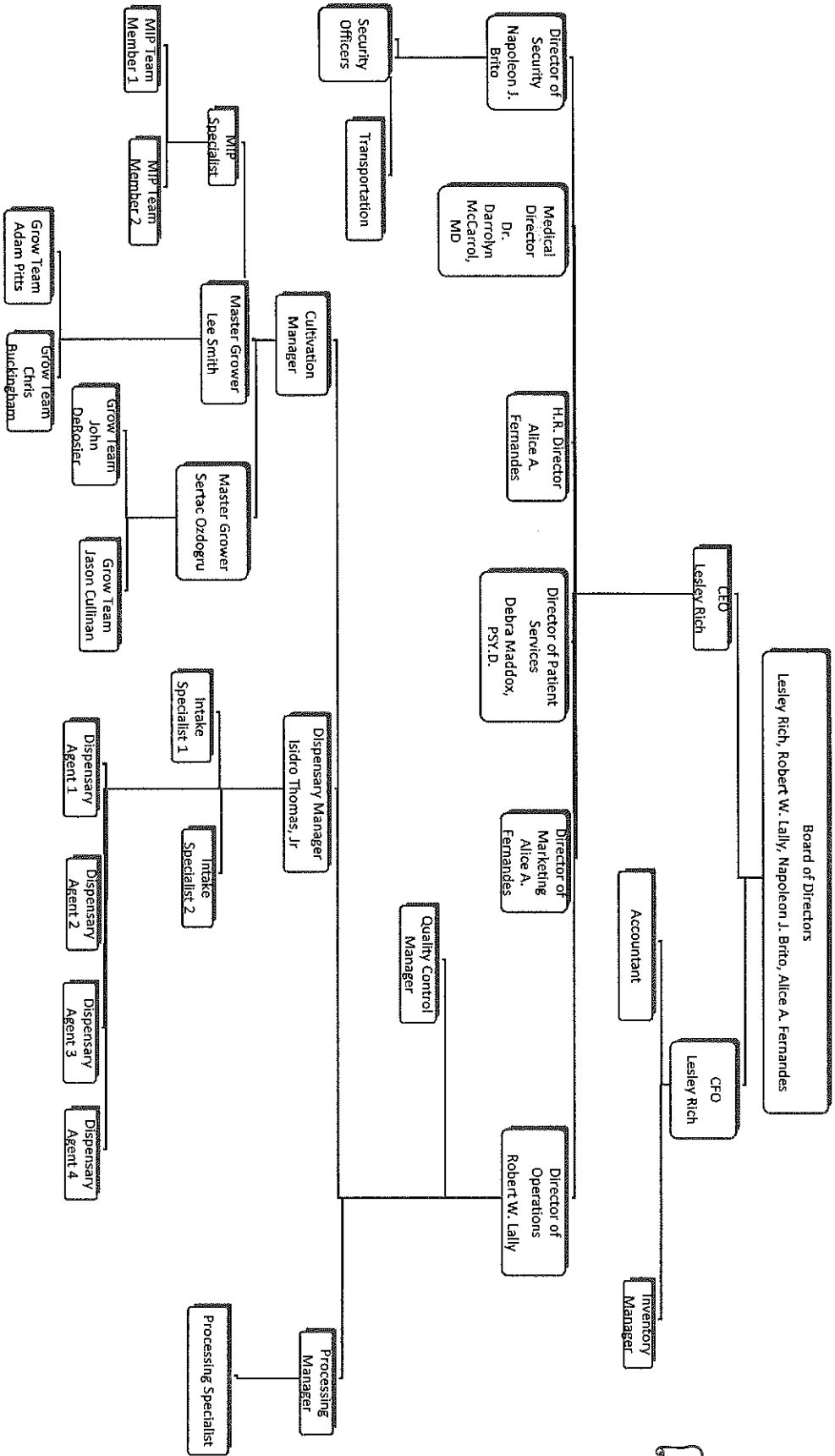
Corporation Name: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

Attach organizational chart.

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**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: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_

Attach evidence of enrollment.

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**iCORI**  
Commonwealth of Massachusetts  
Department of Criminal Justice Information Services

Logged in as: apex313 | [Home](#) | [Help](#) | [Logout](#)

[Home](#)

[Add Request](#)

[View CORI Results](#)

[Manage Account](#)

[iCORI Cart \(0\)](#)

**Apex Compassion & Wellness  
Center, Inc.**

Status: **Active**  
Account Type(s): **Employer**

**Account**

[Account Details](#) | [Representatives](#) | [Users](#) | [Authorized Consumer Reporting Agencies](#)

**Account Details**

[\[Cancel Account\]](#)

**Account Status**

Account Status: **Active**  
Date First Registered: **11/13/2013**      Date Last Renewed:

**Organization Details**

[\[Edit\]](#) [\[Change Org Name\]](#) [\[View Org Name History\]](#)

Account Type(s): **Employer**  
Organization Name: **Apex Compassion & Wellness Center, Inc.**      Organization ID: **[REDACTED]**  
Address: **1109 Prospect St., Somerset, MA 02726**  
Phone No.: **401-529-1191**  
Website:  
Federal ID No.: **[REDACTED]**  
Secretary of State ID No.: **[REDACTED]**

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**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	Lee Smith	Cultivation Expert/Master Grower
2	Sertac Ozdogru	Agriculture Engineer/Master Grower
3	Jason Cullinan	MA Caregiver/Grow Team Member
4	Chistopher Buckingham	MA Caregiver/Grow Team Member
5	John DeRosier	MA Caregiver/Grow Team Member
6	Isidro Thomas, Jr	General Management/Dispensary Manager



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**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: Apex Compassion & Wellness Center, Inc. Application # (if more than one): \_\_\_\_\_

Key Benchmarks <sup>1</sup>	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Date of Issuance of Provisional License	1/31/14		Moderate	9/15/14
General Contractor Contract	2/3/14	CEO	High	
Order Equipment	2/10/14	Consultant	Moderate	
Interior buildout - Leasehold	3/24/14	Landlord	High	
CULTIVATION HIRING & TRAINING	3/31/14	COO	High	
Electrical	4/1/14	General Contractor(GC)	High	
HVAC	4/8/14	GC	Moderate	
Lights	4/15/14	GC	High	
Finish Cultivation Buildout	4/20/14	GC	High	
DPH Inspection for Provisional Approval	4/20/14	Master Grower	Low	
Commerce Seed Germination	4/24/14	Master Grower	High	
DPH Inspection for Final License	5/15/14	Master Grower	Moderate	
Transfer to Vegetation Room	5/20/14	Master Grower	Moderate	
Transfer plants to Flowering Room	6/20/14	Master Grower	High	
Harvest Plants	8/15/14	Master Grower	High	
Dispensary Hiring and Training	8/25/14	COO	Moderate	
Product Dried – ready	8/30/14	Master Grower	High	
Dispensary Open	9/15/14	CEO	High	

<sup>1</sup> Insert more rows if needed

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**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: Apex Compassion & Wellness Center, Inc.

Application # (if more than one): \_\_\_\_\_


Attach sliding price scale.

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Exhibit 7.12

		Poverty Level						
		100%	90%	70%	50%	30%	10%	5%
Family Size	Discount	100%	90%	70%	50%	30%	10%	5%
1		\$11,398	\$13,678	\$15,958	\$18,237	\$20,517	\$22,797	\$34,195
2		\$14,397	\$17,277	\$20,156	\$23,035	\$25,915	\$28,794	\$43,192
3		\$17,396	\$20,875	\$24,354	\$27,834	\$31,313	\$34,792	\$52,188
4 or more		\$23,394	\$28,072	\$32,751	\$37,430	\$42,109	\$46,787	\$70,181

Note - The above scales will be modified from time to time based upon federal poverty rates.

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