

ORIGINAL

23

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

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

Corporation Name: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

	Name	Role within the Corporation
1	John H. Hillier	Chairman of the Board and Executive Director
2		
3		
4		
5		

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APPLICATION RESPONSE FORM COVER PAGE
Make this the first page of your response

Corporation

The applicant corporation's legal name, trade name, and any other name under which the bidding entity does business (if any): [CENTRAL AVE COMPASSIONATE CARE, INC.]

Website URL (if applicable): [WWW.CENTRALAVECARE.ORG]

Address:

[31 CENTRAL AVENUE]

[]

City: [AYER] State: [MA] Zip: [01432]

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

First Name: [JOHN] Last Name: [HILLIER]

FEIN: [462786590]

Contact Person

First Name: [JOHN] Last Name: [HILLIER]

Title: [EXECUTIVE DIRECTOR]

Telephone: (978) 423-1520 FAX: (978) 425-0721 E-Mail: [jhillier@centralavecare.org]

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.

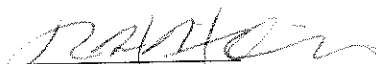
\$30,000 bank/cashier's check attached.

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

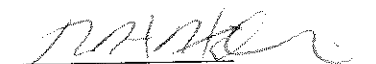
Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.

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:
Title: *Executive Director*

11/20/2013
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:
Title: *Executive Director*

11/20/2013
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.

[Central Ave Compassionate Care, Inc. was incorporated June 19, 2013]

1.2 Describe the organization's mission and vision.

[(The mission statement has been shortened from Phase 1 to meet the Phase 2 text limit.)]

The mission of Central Ave Compassionate Care Inc. is to provide equal access to safe, quality medical marijuana, vaporizers and MIPs to qualified patients in a secure and professional environment, while preventing diversion of the product and providing for the safety of our employees, patients and the public.

We envision a facility welcoming to patients and welcomed by the 20 communities in our service area. We believe the professional and responsible operation of dispensaries will create greater acceptance for the medical use of marijuana. We envision providing quality products and services for all qualified patients in our service area regardless of their ability to pay or travel to the facility.

We envision a further strengthening of our established relationship with our host community, which will benefit from the patients and caregivers visiting us and from grants for community projects.

As a non-profit organization staffed by honest, compassionate professionals, we are committed to the mission and vision, and to working collaboratively with fellow dispensaries and the Commonwealth in creating and improving the medical marijuana system.]

- 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.

[The membership of the Board of Directors has changed since Phase 1. Dennis Kelleher and Joy LaGrutta resigned for personal reasons. Shayne Lynn, Bridget Conry and Kenneth Frank have joined the board. As a result of these changes, the financing model also changed. John Hillier has contributed \$500,000 and the Central Realty Trust has contributed \$36,000 in free rent.]

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.

[John H. Hillier, Executive Director, has founded and operated businesses all of his professional career, including two in the lawn care industry regulated by the Commonwealth of Massachusetts. He co-founded and operated Nurti-Lawn, Inc. of Sterling, a company that provided plant care services to commercial and residential properties. He grew a successful business in a regulated industry applying his studies at the UMass-Amherst Department of Plant and Soil Sciences. He sold Nutri-Lawn, a profitable business, to a national chain and later founded Kelman Hill Properties, Inc., D/B/A Turf-Logic, a lawn and tree care company, which has grown into firm with \$1.2 million in annual sales with six full-time employees and three part-time employees.

As a leader in his industry, Mr. Hillier served for eight years on the board of directors of the Massachusetts Association of Lawn Care Professionals, a non-profit organization.

Mr. Hillier is also a licensed general contractor and has overseen the renovation of numerous distressed properties that have been resold and placed back into use. As the general contractor, he has been primarily responsible for planning and budgeting, sourcing materials, obtaining local inspections and permits, coordinating subcontractors, and ensuring quality workmanship.

Mr. Hillier took the steps to create a non-profit to apply for an RMD certificate because of the opportunity to apply his entrepreneurial experience and his knowledge and skills in plant and soil science toward helping the critically ill. Mr. Hillier's career has positioned him well to ensure the success of the proposed RMD, including:

- Experience in creating and executing a viable business model and plan, and how to manage the organization and its growth.

- Understanding budgeting, financing, human resources, quality control, customer service, and other sound business practices.

- Managing large, complex projects.

- Experience in operating successful organizations that are closely regulated by the Commonwealth of Massachusetts.

- A knowledge of plant and soil science applied to a variety of species, growing plants under various environmental conditions, and recognizing and treating issues with plant health.

- Experience as a general contractor will allow him to expedite the renovation of the proposed facility at 31 Central Avenue, Ayer, by coordinating subcontractors, obtaining inspections and permits, and ensuring work is done to the standards and quality required for an RMD, with specific attention given to the integrity of the grow rooms and the comprehensive nature of the security features.

Mr. Hillier's experience will help ensure the symphony of efforts required to coordinate the forces and demands that are inherent in this dynamic industry and bring them together to achieve the mission.

Shayne Lynn is a member of the CACCI Board of Directors and the Cultivation Consultant, who will work directly with Mr. Hillier in managing the cultivation. In the early stages of CACCI, Mr. Hillier will oversee cultivation, and Mr. Lynn will provide direct knowledge of cultivating medical marijuana from his experience doing so in the State of Vermont.

As his experience will demonstrate, Mr. Lynn is a successful leader of both non-profit and for-profit organizations, and he brings direct experience of the medical marijuana industry at all stages from plant growth to patient relationships. This will benefit CACCI by ensuring it avoids the mistakes which can be made in the start-up of a RMD and by streamlining the efficiency and effectiveness of the grow operation. With Mr. Lynn as part of the team, CACCI will have access to an indispensable resource on every aspect of the organization.

Mr. Lynn founded the non-profit Champlain Valley Dispensary (CVD), Inc. in 2011. He assembled a community network of local government representatives and business leaders to help position and finance CVD. The State of Vermont awarded its first medical marijuana license to CVD in 2012. He designed, sourced and managed the construction of CVD's cultivation facility. Mr. Lynn has provided recommendations and public testimony to state regulators in Vermont for the past four years. He now serves as both the executive director and the director of cultivation for CVD.

CVD currently successfully serves 250 patients in Burlington, Vermont and employs five full-time and ten part-time employees. Mr. Lynn manages CVD's vertically integrated business, including cultivation, testing, edibles production, retail sales and community wellness programs. On November 1st, 2013 Mr. Lynn was awarded the fourth and final dispensary license by the State of Vermont. He plans to open Southern Vermont Wellness, Inc. in Brattleboro, Vermont by January 1st, 2014.

Prior to this Mr. Lynn ran a successful photographic studio in Burlington for 15 years. He was raised on a farm in southern Vermont, where he practiced the central tenets of sustainable agriculture, from animal husbandry, to organic farming and land conservancy. He has been a downhill ski racer since the age of three, a passion that culminated in his position as captain of the NCAA Division 1, National Championship Team at The University of Vermont in 1993. He graduated with a Bachelor of Arts Degree in Political Science and studied film at The Brooks Institute of Photography in Santa Barbara, California.

Bridget Conry, who will serve as the MIP Consultant, is the MIPs and Wellness Programs Director for the Champlain Valley Dispensary in Burlington, VT, and Southern Vermont Wellness, a Brattleboro, VT-based dispensary. At CVD, Ms. Conry designed the commercial kitchen, developed the MIP selection, and manages the MIP program.

Prior to joining CVD, Ms. Conry worked for 20 years in managerial level positions the food service industry. Most recently, she was the general manager of Haven Café & Bakery in Lenox, MA, where she managed a workforce of more than 35 employees for a restaurant seating 80 customers. She was also responsible for customer service, expediting the cooks' line and directing catered events. She assisted in the opening of a second location in Great Barrinton, MA.

Her experience with Vermont dispensaries and in the food service industry, perfectly position Ms. Conry to directly oversee start-up of CACCI's MIP program, including commercial kitchen design, menu development, extraction and potency techniques, and staff training on best manufacturing practices including safe and sanitary food handling.]

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.

[The plan for CACCI has been developed with Shayne Lynn and Bridget Conry who have direct experience with providing medical marijuana to 250 patients at a dispensary in the State of Vermont. Mr. Lynn and Ms. Conry are both on the CACCI board of directors and serve as consultants to CACCI, where they will lend their considerable knowledge and expertise to directing the RMD and its staff, including the position of Patient Services Director.

In the area of providing services to patients, Mr. Lynn and Ms. Conry will work with Executive Director John Hillier to search for and hire a professional, full-time Patient Services Director. A provisional registration and the assurance of stable employment will be necessary for CACCI to attract a professional in the health services field to commit to this project and join the Executive Management Team. In hiring this position, CACCI will require the following: skills and experience in providing health services to patients and as a supervisor; a minimum four-year degree in health care; and at least four years of experience in providing health care to patients, at least two in a supervisory role. Preference will be given to those with in-depth knowledge of cannabis strains, cannabinoid profiles and ratios; the effects of cannabis; and the variances in these effects based on method of consumption.

The PSD will be supported in his/her duties by Mr. Lynn, whose experience in providing marijuana for medical use is unparalleled on the East Coast. Since Vermont is a vertically integrated medical marijuana model, Mr. Lynn designed and built a dispensary to fit the local community. This requires an understanding of multiple issues such as; security, local code, treatment plans, staff hiring and training, patient care and privacy, record keeping and of course product quality.

Product quality is usually determined by the amount of symptom relief that a medicine provides and the reliability of the medicine to produce the desired effect. Using the model developed at Mr. Lynn's dispensary, not only will CACCI measure the amount of THC in each strain offered, but CACCI can assay for the presence of other therapeutically significant cannabinoids such as cannabidiol (CBD). Similarly, CACCI will follow the practice employed by Mr. Lynn of packaging that lists the percentage of THC, CBD, and CBN concentrations for each strain, allowing patients to select the right medicine for their health needs.

Mr. Lynn and Ms. Conry bring a direct knowledge of the importance of patient records in delivery of competent, quality care. The records provide the history and details of physician recommendations, patient's assessments and concerns, required verifications, patient education and support, and staff-patient communications. Based on the documented history of a patient's treatment response, well-kept records help Mr. Lynn and Ms. Conry assess specific strain effectiveness for his or her condition as well as treatment plan alternatives.

As is required in Massachusetts, Mr. Lynn and Ms. Conry provide experience from a dispensary that provides educational materials for those who need help regarding dosage, applicable strains, side effects, consumption methods etc. Ms. Conry further provides knowledge about the production of MIPs, specifically relating to potency, quality control, patient dietary considerations.

CACCI will benefit from Mr. Lynn's and Mr. Conry's detailed dispensing knowledge and practical experience gained first hand from the Vermont medical marijuana program]

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.

[John H. Hillier has founded and operated numerous financially sound organizations, as detailed in 2.2. He is currently the founder and president of Kelman Hill Properties, Inc., D/B/A Turf-Logic, a lawn and plant care services company with an annual budget of \$1.2 million. He has extensive experience in budgeting, financing, accounting, payroll, and tax preparation. Mr. Hillier, as the Executive Director, will be responsible for the financial management and oversight of the organization. In conducting those duties, he will be able to rely on the experience and assistance of Mr. Shayne Lynn, the Cultivation Consultant, who operates multiple medical marijuana dispensaries in the State of Vermont.

Mr. Lynn has been successfully involved in running non-profit and for-profit corporations. Mr. Lynn is the founder of the non-profit Champlain Valley Dispensary (CVD), Inc., which was awarded a medical marijuana license by the State of Vermont in 2012. Mr. Lynn's success and credibility has been affirmed by the State of Vermont, which on Nov. 1, 2013, awarded its fourth and final dispensary license to his second non-profit, and the Southern Vermont Wellness (SVW), Inc. With seven full-time employees and 13 part-time employees, CVD and SVW have raised over \$500,000 and are currently projecting an annual gross revenue of over \$800,000 in their first year of operation.

Prior to that, Mr. Lynn owned an award-winning photography studio with one full-time employee and three part-time employees from 1997 to 2011. The photography studio counted amongst its clients some of the largest outdoor sports markets companies; Salomon Sports North America, Scott USA, Outside Magazine, Skiing Magazine, Stowe Ski Resort, Sugarbush Ski Resort, Colorado USA, Topnotch Resort and Spa. In addition, Vermont clients ranged from Shelburne Inn and Farms, University of Vermont, Middlebury College, Dartmouth College, and the City of Burlington, Vermont.]

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.

[John H. Hillier, Executive Director, will manage the finances and direction of CACCI to ensure the success and execution of the non-profit mission. Hillier's financial experience stems from years of founding, financing and running small businesses. Over the years, corrective actions have been taken in order to ensure the health and viability of the businesses. As a result, none of Hillier's undertakings have ever gone defunct, bankrupt or otherwise closed.

The savings and loan scandal in the late '80s and early '90s provided for trying times. Two major customers – one a developer and another a construction company – seemingly closed overnight, leaving uncollectable 70% of receivables due to Hillier's landscape company. Within 90 days it was clear the available work was not enough to fund the payables that had come due. With only a few years of operations since college, available cash would quickly be depleted.

Hillier was unwilling to file for Chapter 9 or Chapter 7. Instead, honoring the financial obligations was paramount. Hillier set appointments and met with each of his creditors over a two week period. First it was important to let creditors know that, in spite of the current economy, all bills would be paid. Next discounts, terms and conditions were negotiated. Payment plans were put in place and adhered to. Some debt was secured with off-season equipment while payments were made. Over the next three years all creditors were

paid as agreed. Twenty years later, Hillier continues to enjoy many of those same business relationships, thankfully under much better conditions.

In more recent times, volatility in raw materials created unexpected situations. It is common in the green industry to secure raw material quotes and in turn offer pre-payment discounts to customers. In the late winter of 2009, China's demand for nitrogen produced in the United States exceeded the supply needed for domestic use. The result was an increase in raw material costs of 28% passed along to the industry regardless of price quotes secured only months before.

At the same time, customers were cutting back household budgets and cancelling discretionary services. Certainly, passing along an increase in overhead in the form a price increase was not an option when customers were looking for ways to cut back. The 28% raw material increase translated to a reduction in profit margin of almost 50%. It did not leave much to work with before the season even began and with customers looking to to reduce or cancel services altogether. Quick action was required.

Hillier began by holding company wide meetings. Together, staff brainstormed and developed plans to begin the season. They developed a method to maintain the customer base. When customers inquired about creating savings, Hillier's firm voluntarily reduced non-essential services and maintained very basic services, sometimes at breakeven points. Small, good-faith efforts to save customers money were greatly appreciated and resulted in maintaining the customer base and cash flow. However, costs still needed to be reduced.

Other cost-cutting measures included:

- Identifying customers outside the service area and with their permission, were referred to another service provider in their area . This reduced fuel and labor costs by concentrating on more densely serviced areas.

- Suspending pay increases, pledging to avoid layoffs, and incentivizing commissions on new sales.

- Securing a business relationship one step up the supply chain with a wholesale agriculture supplier to better contain costs.

- Expanding the service line to offer new related services to existing customers that could be performed during the same service visit with the same equipment and personnel.

- Maintaining cash flow by sustaining customer relations and service.

Besides these two major corrective actions, many more, smaller adjustments are made throughout the course of regular business. Some are quarterly corrective actions others are daily corrective actions. Regular monitoring of the financial condition of the business and adjusting as necessary is critical to avoiding major corrective action when it comes to external and internal financial threats.]

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.

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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.

[Upon submission of this application, CACCI Executive Director John Hillier will turn his attention to his role as the general contractor and resume work to the building for its future use. Hillier has identified and scheduled construction work to be done prior to January 31, 2014 that is necessary and advantageous to the future use of the building regardless of whether DPH issues a registration. In the event a registration is secured this will have saved valuable time bringing medical marijuana to qualifying patients in need.

In October, National Grid completed installation of gas service to the building. Conscious of the significant power requirements and subsequent carbon footprint created by an indoor cultivation center, converting the building from oil to gas was a top environmental priority. It also will eliminate the 1,000-gallon, above-ground oil tank supplying the furnace. In the last week of November 2013, JA Plumbing and Heating of Shirley will install the interior gas plumbing, install a conversion burner on the 5-year-old Buderus boiler and relocate it to the newly created mechanical room. This move will reduce energy consumption by 40%, remove an environmental threat, make best use of space and add efficiency to future operations. The budget for this work is \$10,000.

Also in November 2013, construction of the handicap ramp will begin, including fabrication and installation of the railings. This two-week project is budgeted for \$7,500. In December, interior modifications will be made to ensure ADA compliance in the building. These are minor adjustments to door handles, bathroom sink and grab rails. Estimated cost is \$1,500.

The project will rest until such time as the Department may issue a provisional license. Immediately upon receipt of provisional registration by the Department, build out efforts specific to the RMD will begin unfettered.

Assuming a January 31 notification by DPH, build out will begin February 3, 2014. During the first and second week, the rough electrical work will be completed by Northeast Electrical, Inc. totaling \$10,000. Rough plumbing will be completed by JA Plumbing and Heating totaling an agreed price of \$4,500. Also during this time period, Hillier will supervise the rough frame out of the grow rooms as well as the installation of the rolling overhead security door and schedule rough inspections. The general contracting budget will be impacted by \$6,500. Hillier will also place orders for the lighting systems for each of the grow rooms as well as grow equipment and supplies that will be needed in the coming weeks. Together these three items account for \$67,000 of the build-out budget. In the third week, the door frames to all the grow rooms will be installed and construction will begin to the vault room. Jasonics Security will run cables needed for cameras and sensors, invoicing an estimated \$2,000 of the written contract of \$36,000. The HVAC system contractor will begin

installation of the duct system which will be completed prior the insulating and sheet rocking the partition walls, final electrical, final security and final plumbing. The remaining HVAC budget of \$25,000, general contracting budget of \$13,500, electrical budget of \$10,000 and plumbing budget of \$10,000 will be expended at this time.

March will begin with punch list items for the work completed to date. The Security system will be installed using the remaining \$34,000 of that line item. Finally, all security, temperature controls, electrical and plumbing systems will be tested. Any adjustments will be made as necessary. Office equipment and computers will be installed and the network tested. The computer budget is set at \$10,000 Capital Expense for office equipment is \$10,000. The perimeter fence will be installed for \$14,000. The punch list, decorating and some furnishings, a sign for the building, frosting of the windows (carpet for reception area) along with painting and labor to install grow equipment and lighting will be charged to general contracting at a cost of \$10,000. Seed is expected to go to soil by mid- March. The MIP kitchen build out will be completed in the next 30 days with a cost to \$20,000. Total build out costs equal \$265,500.]

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 year-one operating budget is based on conservative income estimates and more liberal expense estimates. This budget projects net revenues of \$1,891,890 to fund programs to benefit patients and the community, including the Compassionate Care program of free and reduced-cost marijuana.

Revenues are based on a projected number of 768 patients making 3,432 separate visits where each is dispensed, on average, a single ounce and one half of product. This is a very conservative estimate as regulation sets the 60 day supply at 10 ounces.

The budget assumes a controlled growth of the patient roster. The first month of service will provide for 120 patients and increase to 192 per month by the fourth month and levels off at 384 patients per month by the seventh month. Non marijuana sales – vaporizers, locked carrying cases, etc. – are conservatively projected at 5%, or \$90,090

The budget estimates the price per ounce to be \$350. While today the street value is thought to be closer to \$400 per ounce, a conservative estimate is used in the budget, as it is expected the price may dip a bit as dispensaries come online. At the end of year-one, the RMD anticipates total revenues of nearly \$1.9 million.

The expenses were easily defined and estimated, with the exception of taxes which are expected to represent the largest expense. CACCI has spent considerable time estimating the potential federal tax liability and has adopted the worse-case scenario approach. By disallowing all business deductions and calculating the tax liability at 34% of revenue this expense item is \$643,242. While there are provisions to deduct material related to production, those expenses items appear to be negligible at this time. The Executive Director working with the Board of Directors and legal and tax consultants will continue to monitor developments as related to tax law and seek allowable deductions in an effort to strengthen our mission and Compassionate Care Program.

After taxes, the largest expense is salary, wages, health insurance and related expenses, totaling \$483,096 or 26% of the budget. This item includes directors' fees of \$15,000 for bi-monthly meetings the first year providing \$500 per director, dispensary agent fees of \$9,000 to cover the regular staffed positions and allows for turnover of dispensary agents.

The expenses for the first year include consultants in cultivating and MIPs, as well as legal and accounting services, which are all critical areas in the start-up phase. These important items are budgeted at \$60,000.

The Executive Director and Founder of CACCI has provided \$500,000 in operating capital by means of a demand note. Interest is calculated at 12% beginning September 1, 2014 at which time CACCI is expecting to be operational. Annual interest expense of \$60,000 is budgeted.

The depreciation and amortization of the equipment, leasehold improvements and build out total \$54,433.

The projected electrical expense of \$50,400 to cover the lighting system leaves the remaining \$11,760 will cover heat, phone, trash removal and phone/internet.

The \$50,000 registration fee is a fixed reoccurring annual fee. Laboratory testing is a priority for which \$48,600 is budgeted to allow an estimated 540 test samples.

The facility is leased for a five year period at a rate of \$4,000 per month for an annual expense of \$48,000.

Insurance expenses include health insurance contributions of \$19,968 and worker's compensation, product and general liability of \$14,009.

Equipment is projected at \$11,000 and will cover vehicle operation costs for fuel, maintenance and repair, installation of security features including GPS and a locking compartment. The vehicle will be provided by the executive director for the first two years of operation.

Supplies are calculated at \$16,000 to cover the grow operation, cleaning supplies, MIP ingredients, labels, packaging and other needs. Equipment leases for kitchen appliances is expected to be \$3,180. Office expenses to cover paper, pens, printer toner and other items is at \$1,800. Software support is a subscription service and will cost \$3,600 per year.

Total expenses of 1,579,088 represent 84% of revenue leaving a modest net revenue margin of 16% to be returned largely through the Compassionate Care Program in the first year of operation.]

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.

[CACCI's three-year business plan projects steady growth in patients served from 768 in the first year to 1,022 in the end of year three. This growth in service will result in a corresponding increase in revenue and the amount of product dispensed, as well as require additional staffing.

The growth in patients will result from greater acceptance in the patient community of the use of medical marijuana, an increase in training and participation by physicians, and CACCI's ability to create a reputation as a center of excellence. CACCI's marketing efforts and community outreach efforts will bring the dispensary to the attention of an increasing number of patients in the area. While CACCI anticipates an increase in patient count, the growth will nonetheless be slowed by attrition due to the nature of the illnesses involved.

The growth in patient count will result in increases in product sold from 321 lbs in year one to 517 lbs in year two to 621 lbs in year three. Gross revenues from all sales of product and accessories will increase from \$1.89 million in year one to \$2.64 million in year two, a 40% increase. By year three, revenues will increase 20% to \$3,179,520.

The first year plan calls for a controlled, gradual ramp up of patient services, which limits year one patient numbers and revenues. However, CACCI feels the controlled start-up is important to ensure operational success, product quality and patient satisfaction. The facility will not offer the maximum number of available patient appointments until the second half of the year. As a result, the comparison of year two to year one shows a remarkable projected increase of 40%. By year three, the year-to-year revenue growth rate slows to a 20%.

Part of the year three increase in revenues will be the planned introduction of new MIP products for which CACCI plans to invest about \$80,000 for processing equipment in year two. This capital investment will provide for precise dosing of our MIP product line. CACCI anticipates being able to expand the variety of MIPs to patients in year three.

The average product price is assumed to be \$350 per ounce in year one. Years two and three \$320 per ounce is projected to account for any market response to the newly created presence of dispensaries. Although

conservative budgeting is essential to the success of any business, CACCI will not engage in price matching and position itself in this market to value the high quality of product and service it will offer. The average amount dispensed remains constant at 1.5 ounces, although both are conservative estimates based on the experience of out-of-state dispensaries. As CACCI expands its product line, especially in the area of MIPs, prices will vary depending on quality and required processing.

The growth in expenses results from increased production of product and providing services to more patients. The three-year budget calls for staff pay increases budgeted at 6% per year, as well as the addition of more staff. CACCI plans to add an assistant patient services director to assist with the increasing number of patients visits in year two. In addition, to ensure proper oversight of the increased cultivation, the position of cultivation director will also be filled, with a preference for hiring from within. This will create openings and further advancement opportunities for the trimmer and cultivation manager positions.

In all three years, CACCI projects revenue will exceed expenses. Net revenues are expected to increase by 65% from year one to year two, and then by 32% from year two to year three. This increase in net revenue will allow CACCI to provide equal access through the Compassionate Care program and to give back to the patient and host communities in a variety of philanthropic ways.]

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).

[CACCI has already secured a quote for general and product liability insurance that exceeds the requirements of 105 CMR 725.105(Q). The policies will be bound when DPH grants a registration and operations at Central Ave Compassionate Care, Inc. commence.

The Gallant Insurance Agency Inc., of Acton, MA provided a quote for liability insurance, dated September 13, 2013 that states as follows:

“Central Ave Compassionate Care, Inc. has secured a quote for General Liability through Evanston Insurance Co. Policy form SM-20003-01 04/08, Specified Medical Professions General Liability (Including Produces & Complete Operations Liability) – Claims Made.

Specified Medical Professions Liability Insurance – Claims Made

General Liability limits (Includes Products & Completed Operations Liability)
 \$1,000,000 Each Occurrence (Bodily Injury & Property Damage Liability)
 \$1,000,000 Each Person/Org. (Personal Injury & Advertising Injury Liability)
 \$3,000,000 Aggregate (All Coverages)
 \$5,000 Medical Payments

\$2,500 Deductible Each Claim

Professional Liability
 \$1,000,000 Each Claim
 \$3,000,000 Aggregate Limit
 \$2,500 Deductible Each Claim

Retroactive Date Policy inception date

This quote will be placed into effect once the license has been secured.”]

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.

[The dispensing site for Central Ave Compassionate Care, Inc. will be located at 31 Central Ave., Ayer, MA 01432. Attached, please find the executed lease agreement through the period 8/31/2018. Please note the building, owned by Central Ave Realty Trust, is controlled by John Hillier, the Founder, Chairman of the Board and Executive Director of CACCI.]

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).

[The cultivation site for Central Ave Compassionate Care, Inc. will be located at 31 Central Ave., Ayer, MA 01432. Attached, please find the executed lease agreement through the period 8/31/2018. Please note the building, owned by Central Ave Realty Trust, is controlled by John Hillier, the Founder, Chairman of the Board and Executive Director of CACCI.]

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).

[The processing site for Central Ave Compassionate Care, Inc. will be located at 31 Central Ave., Ayer, MA 01432. Attached, please find the executed lease agreement through the period 8/31/2018. Please note the building, owned by Central Ave Realty Trust, is controlled by John Hillier, the Founder, Chairman of the Board and Executive Director of CACCI.]

Evidence of interest attached as exhibit 5.3

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

- A letter from the Chief Administrative Officer, as appropriate, for the desired municipality, indicating support or non-opposition;¹

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

- 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.

[From the very beginning of this process, CACCI founder John Hillier placed great importance on obtaining the local support of the community. He understood early on that a proposed RMD would be most successful if it was welcomed in the neighborhood. The plan for CACCI, as reflected in this application, has been developed and shaped along the way by the advice and concerns of the community members, and CACCI believes it is a stronger plan because of their input.

CACCI has secured letters of support from the Town of Ayer's Board of Selectmen and Board of Health for the proposed dispensary at 31 Central Avenue, Ayer, Massachusetts, after three months of open dialogue and public vetting that included multiple public meetings, informational sessions, and a Town Meeting.

In early May 2013, Hillier first approached Ayer's zoning officer with the concept and sought advice on how to move forward. This led to a joint meeting with representatives of the town's police, fire and building departments where each had a chance to hear the plan and provide feedback.

On May 21, Hillier went to the Board of Selectmen to unveil his plan to the elected officials and the community. He would appear two additional times before the board to address the project. On July 2, 2013, after careful consideration, the Board of Selectmen voted 3-2 in favor of writing a letter of support.

Early in the process, CACCI earned the support of members of the Ayer Board of Health, who instantly recognized the value of the facility to people living with debilitating diseases. The Ayer Board of Health voted unanimously in July to write a letter of support.

On Oct. 28, 2013, Ayer's chief administrative officer, Mr. Robert Pontbriand, town administrator, also wrote a letter of support for CACCI's project.

From the beginning, CACCI was also concerned about educating the residents of the community. In addition to meeting with town officials, Hillier met with numerous residents, business owners, civic organizations, and state legislators. He personally met with the neighbors of the facility, one of which is the Nashoba Associated Boards of Health. CACCI hosted two open houses at the proposed location on June 5 and June 22 to present the plan to residents and let them tour the facility. Hillier also participated in an interview on Ayer Public Access Cable and was interviewed by local newspapers. CACCI created a website, www.centralavecare.org, to provide more information. The web address was posted in the window of the facility, and postcards and letters were delivered to Ayer residents encouraging them to visit the website and attend the open houses.

CACCI wanted all of Ayer to understand it will be a professional, responsible facility that serves only qualified patients and their caregivers. CACCI explained its dedication to public safety and its mission to serve qualified patients, regardless of their ability to pay. CACCI also explained the benefits to the community in terms of increased traffic for downtown businesses, the renovation of a previously vacant building, the increase in taxes paid on the property, job creation and the potential for grants to the community, particularly for public safety and drug-abuse prevention programs.

In addition, CACCI stressed the importance of the community in local management of the non-profit organization. Mr. Hillier has lived in neighboring Shirley, Mass., for 21 years and has worked in the region for nearly three decades, with numerous customers and business associates in the Town of Ayer. Mr. Hillier has also participated and donated to many local charitable causes and civic organizations, and as someone invested in the community would, always makes its safety and wellbeing a priority.

The RMD proposal did encounter some opposition within the community. Fears of criminal activity were expressed, and they were addressed by stressing the facility will serve qualified patients, will reduce the instances of hardship cultivations in the community, and will work closely with the

police department to prevent diversion. Nonetheless, a zoning moratorium on the siting of medical marijuana dispensaries was proposed, as it had been in numerous other communities.

Unlike other towns, the voters of Ayer rallied around CACCI's vision and proposal. CACCI was gratified to win the support of many Ayer residents and local patients and caregivers who advocated against the moratorium, wrote letters of support to a local newspaper and posted their views in online forums, including Yahoo! Groups and Facebook.

At the June 24, 2013 Town Meeting, numerous Ayer voters spoke in support of the CACCI's plan and against the moratorium. A two-thirds majority of Town Meeting voters defeated the moratorium (45 in favor and 93 against), clearing the way for the Board of Selectmen and Board of Health to write their letters of support.

CACCI is extremely grateful to the Town of Ayer, its leaders and its residents for their support for this project. Even those who may have opposed the plan at first, and perhaps still do, have helped to strengthen it by helping us address security and other concerns. Maintaining and building that support will always be an important objective of CACCI's executive team.

Since CACCI secured local support, Ayer has seen other proposed dispensaries consider it as a location. Although the publicized support of CACCI may have drawn the attention of others to Ayer, CACCI believes the support is most genuinely behind its plan because it was developed with input from the community, shaped in the crucible of public debate, and embraced by elected officials and town meeting voters.

After being notified by DPH that it would be allowed to proceed to Phase 2, CACCI sent letters of intent to submit the Phase 2 application to the Town of Ayer's chief administrative officer, the chief of the Ayer Police Department, and the Sheriff of Middlesex County, as required 725.100(B)(2).]

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.

[On July 22, 2013, an Initial Construction Control Document, issued by Registered Design Professional John F. Field, No. 49241, was submitted along with design plans for a building permit with the Town of Ayer. The documents describe how the CACCI will be compliant with Massachusetts State Building Code, 780 CMR: "Project description: Fit out of existing building for use as a medical marijuana dispensary, including installation of a new kitchen, installation of HVAC, electric, security systems, installation of security grills, doors and windows, construction of a AAB handicapped accessible wheelchair ramp, painting, patching as needed."

On July 25, 2013, the Ayer Zoning Enforcement Officer/Building Commissioner Gabriel Vellante issued a building permit for 31 Central Avenue, Ayer, Massachusetts, enabling CACCI's use of the facility as a Registered Marijuana Dispensary.

The proposed location, which will house the dispensary, cultivation site, and processing site, is zoned for business use. As appropriate during the renovation of the facility, all necessary inspections, such as electrical, plumbing, etc., will be conducted and passed, leading up to the issuance of an occupancy permit.

CACCI plans to retrofit the building to comply with the Americans with Disabilities Act, including installation of a handicap ramp, widening doorways, and installing a handicapped-accessible bathroom.

CACCI will work closely with the building inspector and the Ayer Board of Health, as well as the Nashoba Associated Boards of Health (located across the street from our location) to ensure the MIP processing site meets all state and local fire, sanitary and other building codes and standards.

CACCI has also registered as a corporation with the Ayer Town Clerk.

While CACCI firmly believes its location is ideal for an RMD, being centrally located in the town with close highway and commuter rail access, it nonetheless wants to bring to DPH's attention the location relative to the Ayer Public Library.

The regulations state an RMD shall not be within a 500-foot radius of a school, daycare center, or any facility in which children commonly congregate. Section B of 105 CMR 725.110 also states: "If an RMD has provided other safeguards that can be regarded as an adequate substitute for a security requirement specified in 105 CMR 725.110, such added protection may be taken into account by the Department in evaluating overall required security measures."

The proposed dispensary at 31 Central Avenue is about a 2,000-foot walk from the library. While within a 500-foot straight line of each other, the two properties are separated by three highly active railroad lines that carry commuter and freight trains day and night. In addition, the library has an eight-foot chain link fence and dense vegetation blocking physical access to the railroad tracks from its property. [REDACTED]

The barriers between the properties are essentially impenetrable and the view is screened by vegetation. The actual travel distance between the two facilities is nearly a half mile heading west on Main Street, turning right onto Columbia St., and then turning right onto Central Avenue.

Executive Director John Hillier has met with the library director to discuss the situation and as part of his effort to build and maintain community support. Upon inquiry Mr. Hillier learned that children at the library have adult supervision from parents as well as staff and are only inside the facility.

Unlike a school or a daycare, the library has no playground or outside attractions for children. Further, the library is located a mile from the nearest public school and does not serve as an after-school hangout for children. "Loitering by young adults and teenagers is not allowed on Library property," states Mary Ann Lucht, Ayer Library Director, in a July 16, 2013 letter to DPH Commissioner Bartlett that she also shared with CACCI.

Further, Ms. Lucht stated support for CACCI's proposed RMD in her letter:

"I understand the Library is situated within 500 feet of Central Avenue. However, the properties are separated by an 8 foot fence and a RR track that is heavily used for commuter as well as freight traffic.

"I have no concerns in having the proposed dispensary that will serve the critically ill at the 31 Central Avenue location."

Obviously, CACCI shares Ms. Lucht's opinion. If CACCI thought for a moment the RMD posed a threat to children or library patrons, it would have abandoned the location.

CACCI respectfully requests DPH give considerable weight to the opinion of the library director and determine that the Ayer Public Library does not meet the definition of a place children commonly congregate. In all guidance issued by the DPH, a library has never been used as an example of such a place. Further, CACCI believes, during the provisional inspection of the location, DPH will observe the effective distance between the two buildings is 2000 feet because of the barriers in place.

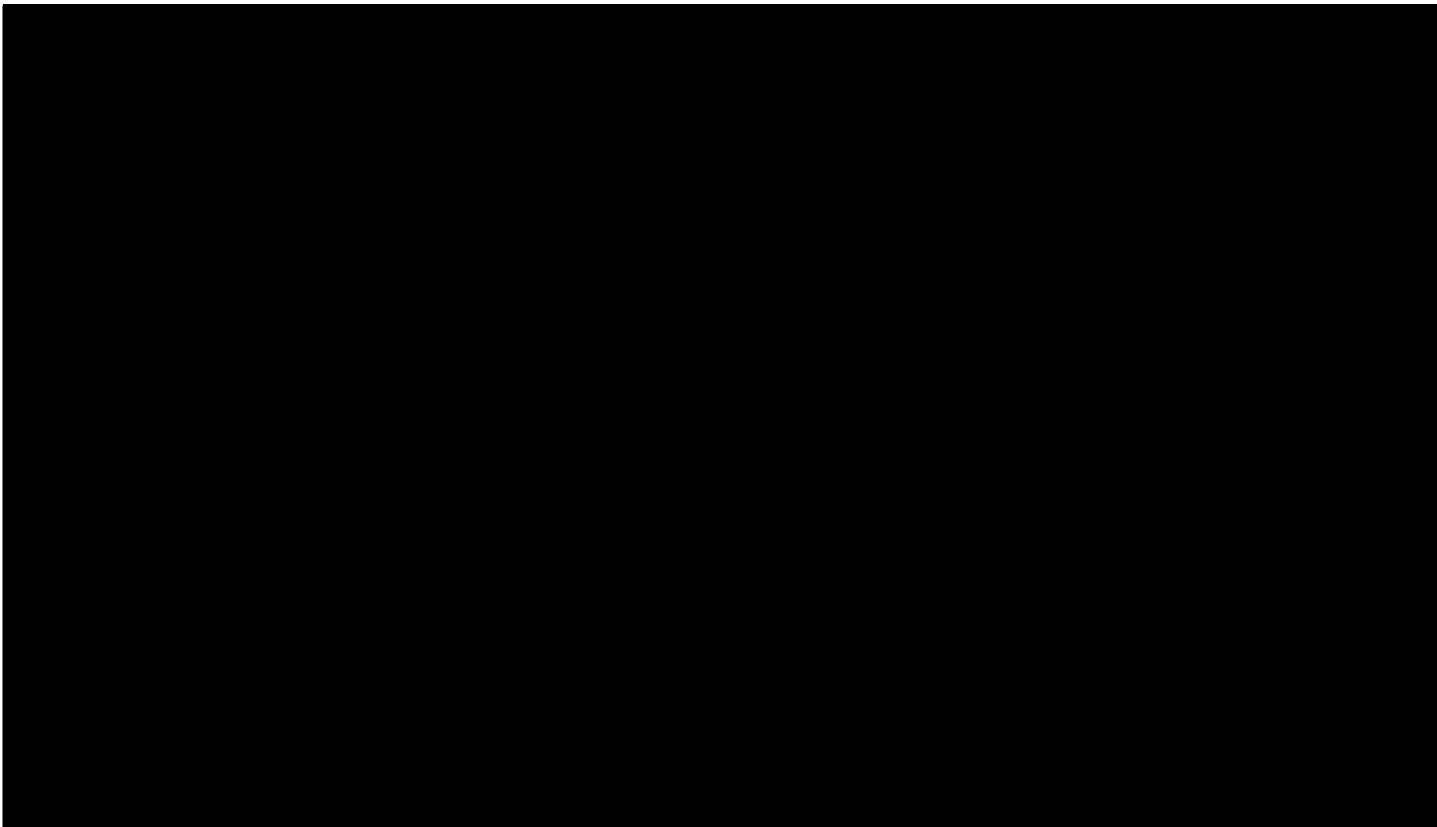
Finally, whether or not the library is considered a place where children commonly congregate, the two security fences, vegetation, three active railroad tracks, and no activity in the rear of the proposed RMD provide substantial separation between the two buildings and constitute "safeguards that can be regarded as an adequate substitute for a security requirement specified in 105 CMR 725.110."]

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.

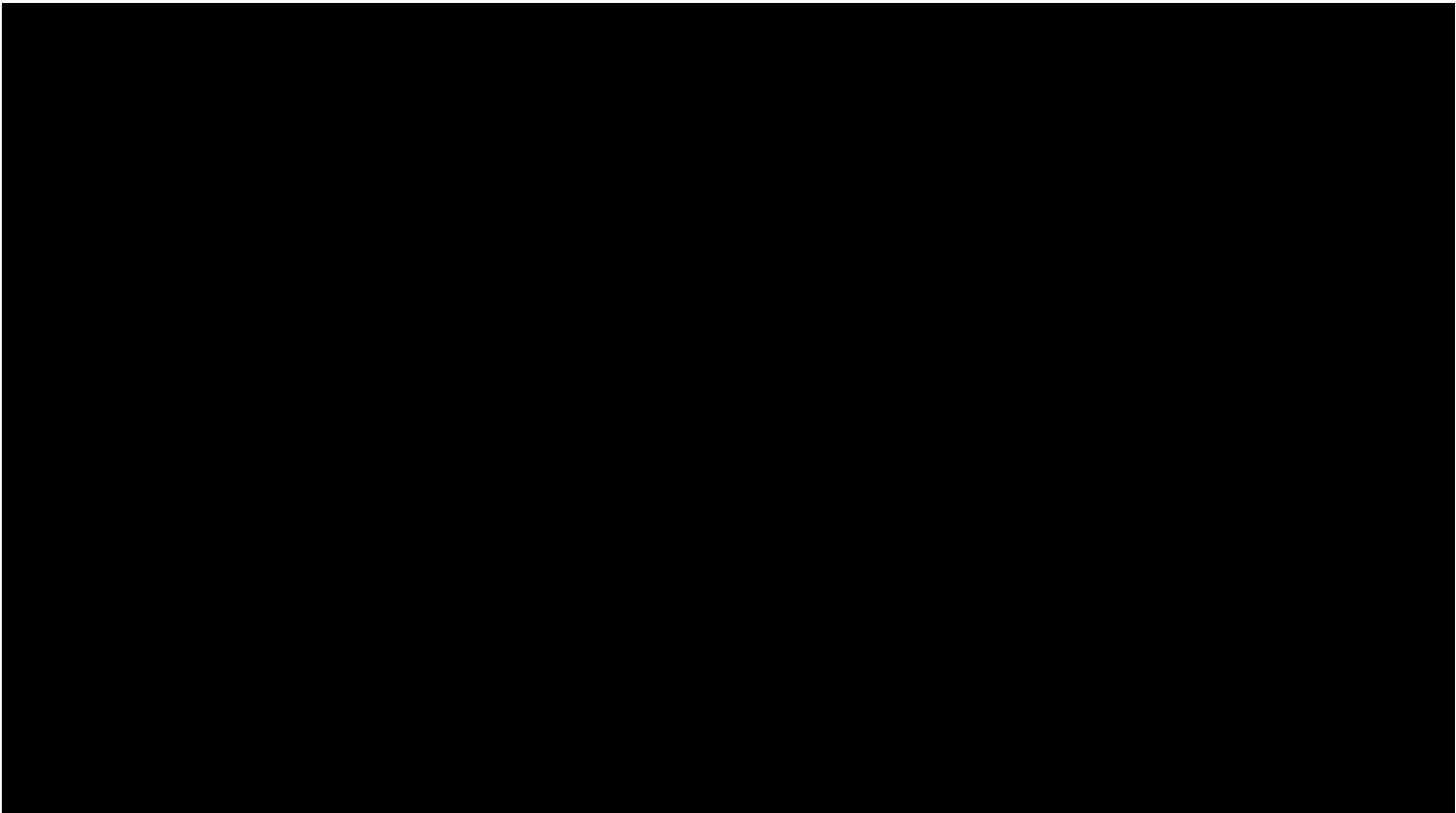
[From the beginning of this project, earning community support has been very important. The founder has always held a strong, personal belief that the proposed RMD will only be worthwhile and successful if it enjoys local support. CACCI will continue to develop and maintain positive relationships in the community by focusing on open lines of communication, close cooperation with municipal officials, community safety, grants for public benefit, outreach to the public, and participation in the community. More specifically, CACCI plans to do the following:

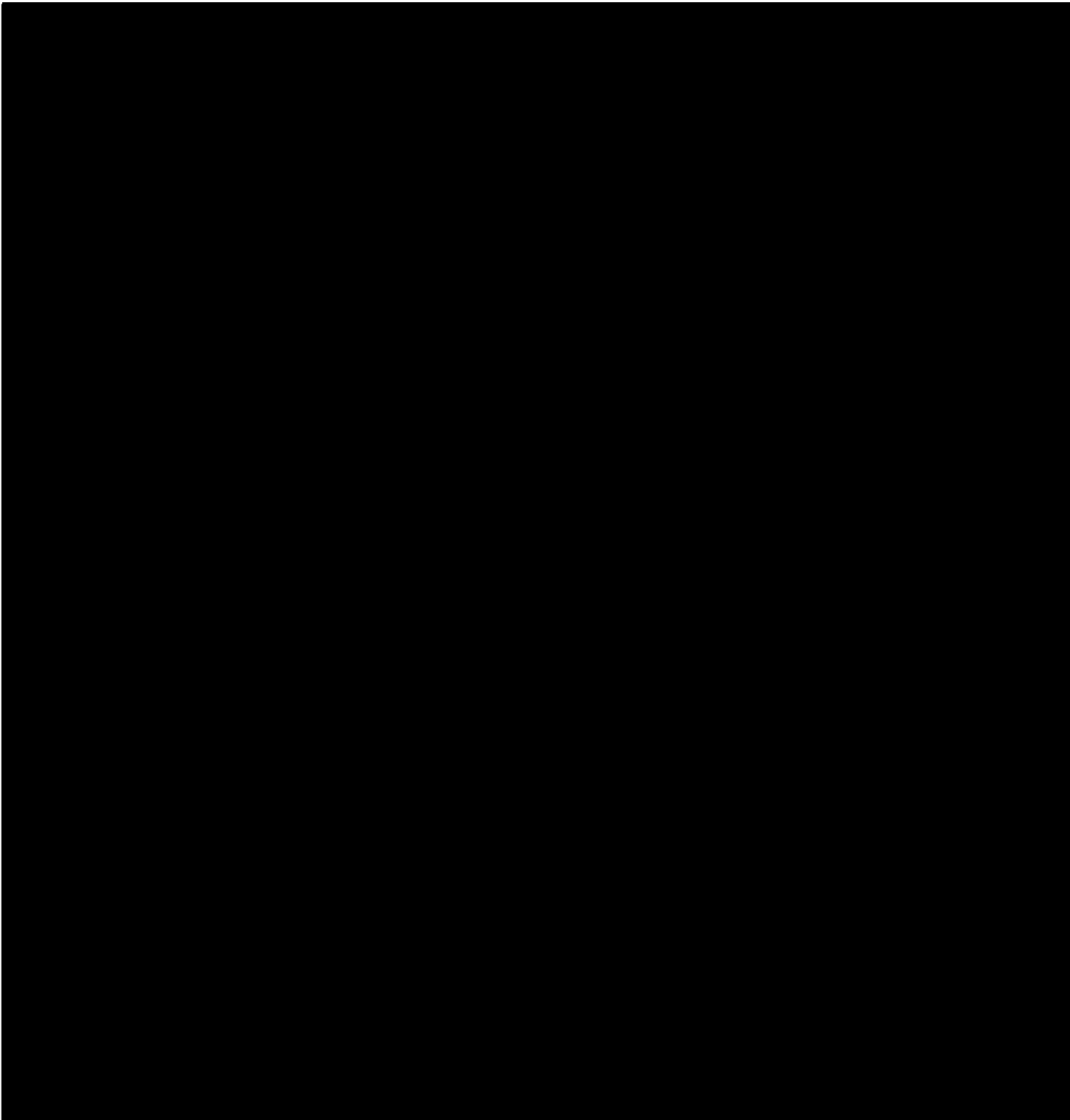
- Open lines of communication: The executive management team will continue to proactively communicate with the various constituencies in the community, including neighbors, municipal officials, civic organizations, and the news media. In addition, the organization will be responsive to inquiries made of it and respond in a timely and appropriate manner. CACCI has a website, email and phone number, and has received numerous inquiries, and it will continue to be easily accessible to the community.
- Close cooperation with municipal officials: The organization and will continue to be, proactive in engaging municipal officials including elected officials, the police department, fire department, board of health, and zoning/building inspector. Any operational issues will be immediately brought to the attention of the proper local officials, and any concerns raised by municipal officials will receive immediate attention and resolution.
- Community safety: The single biggest concern expressed by community members was the importance of protecting public safety. CACCI agrees wholeheartedly. The plan for a highly secure facility helped CACCI win local support. CACCI would not be undertaking this project if its leadership thought it could not be done safely. CACCI will adhere to strict security procedures, identify and rectify any potential security issues, and work in close, proactive partnership with security vendors, the Ayer Police Department, and law enforcement across the service area.
- Grants for public benefit: CACCI believes there should be a benefit to its host community for having the courage to support an RMD when so many communities opted for zoning moratoriums. CACCI also recognizes the groundbreaking nature of this non-profit may require more attention from municipal officials than another organization. For that reason, CACCI is committing 20% of net revenues to a community grant program. The non-profit organization will accept applications for grants from the community, with a preference given to public safety and drug-abuse prevention programs.
- Outreach to the public: In seeking local support, CACCI saw a fundamental misunderstanding among some about the true nature of an RMD. Some feared it would be akin to a methadone clinic and attract a criminal element. The reality is an RMD will serve only truly qualified patients who are properly certified by their physicians and registered with the DPH. To address public misperceptions, the RMD will sponsor community education events, such as a lecture series, on a variety of health-related subjects featuring expert speakers. The events will be held offsite and free and open to the public. CACCI will also look into the interest among qualified patients for off-site support groups, so those with debilitating diseases – whether patients of CACCI or not – can meet and help each other.
- Participation in the community: CACCI does not believe an RMD should be off in the shadows of a community. If CACCI is to address the stigma surrounding the use of medical marijuana, it must be a participant in the community in respectful and appropriate venues. CACCI is already a member of the Nashoba Valley Chamber of Commerce. Its executives will look to speak to local civic organizations and join as members, if appropriate. CACCI will also support and sponsor local charitable events and fundraisers, especially those related to the diseases that afflict our patients.]

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.



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.

[Executive Director – The Executive Director (ED) is a full-time position responsible for setting long-term strategy and objectives, achieving the mission and operations of CACCI, establishing sound financial practices, preparing budgets, and approving spending. The ED maintains official records and documents, ensures compliance with state and local regulations. The ED oversees human resources and directly manages the Patient Services Director, Security and Compliance Director, Cultivation Director, and consultants and contractors. The ED reports to the Board of Directors.

Patient Services Director- The Patient Services Director (PSD) is a full-time, salaried position. Roles and responsibilities of the PSD include patient intake, patient consulting and education, diversion prevention, HIPAA compliance, proper data management, proper record keeping procedures, inventory management, verification of patient and caregiver registrations, qualifying and administering the patient compassion program. The PSD will also be responsible for the supervision and training of the receptionist. The MIP Chef shall report to the PSD. The PSD interfaces with the Security and Compliance Director and Cultivation Director on a daily basis and reports directly to the ED.

Security and Compliance Director- The Security and Compliance Director (SCD) is full-time and salaried. Roles and responsibilities include ensuring the RMD is in on-going compliance with 105 CMR 725; regularly inspect all areas of the facility to ensure all procedures, policies, and regulations are being properly executed; maintain OSHA compliance within the facility; monitor all patient appointments, scheduled vendors, contractors, consultants, and expected deliveries, and positive identification and admittance into the building of all dispensary agents, patients, caregivers and visitors. Scheduling and mapping of all deliveries; accompany the delivery driver during all transports of medical marijuana to or from CACCI. He/she shall be in charge of and transact all deliveries, whether to disposal site, patient, caregiver, or testing facility. The SCD shall file incident reports upon discovery of any condition or practice not in compliance with 105 CMR 725, and will be responsible for the management and corrective actions as directed by the ED.

The SCD shall report directly to the ED. The SCD shall interface with all dispensary agents, patients, caregivers and visitors.

Cultivation Director- Cultivation Director is a full-time, salaried position. Roles and responsibilities include ensuring the health of the plants beginning with strain and seed selection, soil design and selection, maintaining proper lighting and environmental conditions, cultivation practices, implementation and execution of Integrated Pest Management program, proper selection, transportation, storage and application of “organic pesticides” and beneficial insects, and nutrient applications for successful harvests. Maintain inventory process management, record keeping and documentation for the prevention of theft and diversion. Purchasing and maintaining all supplies, equipment and control devices. Reports directly to the ED and interfaces with the Cultivation Consultant, PSD, SCD, and is directly responsible for the Cultivation Manager.

Cultivation Manager- The Cultivation Manager is a full-time hourly position responsible for the direct supervision of trimmers, including work schedule, distribution of work load, tracking weights and inventory assigned to each trimmer; and verification of trimmers worksheets. Responsible for:

- The curing and packaging of all dry product.
- Maintaining strict company controls over inventory and other dispensary assets.
- Maintaining a high level of organization, patience and flexibility.
- Reporting incidents and implementing company incident procedures.

The Cultivation Manager reports directly to the Cultivation Director and interfaces with the SCD and PSD.

Trimmers: A trimmer shall be part time, hourly position with the possibility for full-time employment. Trimmers will be responsible for delicate handling of dry flowers, close attention to detail, recording weights and tracking of work. Trimmers report directly to the Cultivation Manager and interface with the SCD.

MIP Chef: The MIP Chef is a part-time hourly position that may lead to full time employment. The roles and responsibilities of the MIP Chef include preparing all MIP products under the direction and control of MIP Consultant; recipe planning; ordering kitchen supplies; maintaining equipment; fulfilling special dietary

requirements; and packaging, inventory and storage of all MIPS in compliance with 105CMR725. The MIP Chef reports directly to the PSD and interfaces with the MIP Consultant, SCD and the Cultivation Manager.

Receptionist: The receptionist is a full time, hourly position. The roles and responsibilities of the receptionist require answering of phones, scheduling appointments, operation of office equipment, computers and computer software programs. Welcoming patients cleared into the building, ensuring their comfort and safety while in the reception area. Scheduling of appointments, confirmation calls for scheduled appointments.

Delivery Driver: Part time hourly position. Responsibility is to safely drive the delivery vehicle while making deliveries in the presence of the SCD and in accordance with all delivery rules and procedures. The delivery driver reports directly to the SCD.]

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.

[CACCI staffing will grow with the organization. During the start-up phase, Executive Director John Hillier will manage finances and, as licensed general contractor, manage build out of the facility. As the facility comes online and cultivation commences, Hillier, who has 22 years of experience in the plant health care industry, will oversee cultivation with guidance and direction from Consultant and Board Member, Shayne Lynn, the operator of a licensed dispensary in the State of Vermont.

Mr. Hillier brings two decades in the plant health care industry where he has started successful companies to serve residential and corporate clients. He has a detailed working knowledge of the interaction between plants and soils as well as the cost/benefit of various agricultural practices, the proper timing and practice of each, while employing Integrated Pest Management Programs and understanding the thresholds for corrective actions. Mr. Lynn brings the proven talent specific to the cannabis plant to ensure the proper timing of all practices in the cultivation rooms.

Once seed is put to soil, CACCI will hire the Cultivation Manager. The ED and Cultivation Consultant will provide the orientation and training specific to the RMD and specifically the grow operation. Upon the initial crop entering the flower room, the Security and Compliance Director (SCD) will be hired. The ED will provide the orientation and training specific the RMD.

A Patient Services Director (PSD) will be hired at least four weeks prior to opening to patient visits.

CACCI anticipates significant interest from quality professionals in working at the dispensary. However, without a certificate of registration from the DPH, CACCI has not been able to secure commitments from professionals to leave their current employment and join the organization. With the issuance of a registration, CACCI fully expects to easily fill the positions.

The PSD will have skills and experience in providing health services to patients and as a supervisor; a minimum four-year degree in health care; and at least four years of experience in providing health care to patients, at least two in a supervisory role. Preference will be given to those with in-depth knowledge of cannabis strains, cannabinoid profiles and ratios; the effects of cannabis; and the variances in these effects based on method of consumption.

The SCD will bring a minimum four-year, criminal-justice degree; four-years in security or law enforcement; and strong customer relation skills and an attention to detail. Related experience in facilities management, OSHA training and/or regulatory compliance will be considered beneficial.

The PSD will hire, train and supervise a receptionist at his/her discretion as workload demands, most likely 1-2 weeks prior to announcing an opening date. Hiring subject to approval of the ED.

The receptionist must have at least a two-year college degree in office management, medical administration or equivalent; at least four years of experience working in a professional medical office

environment interacting with patients, complying with HIPAA and maintaining confidential data; strong customer relations skills and ability to field patient complaints and concerns.

The Cultivation Director (CD) position will be opened up and filled at the discretion of the ED, likely in the second year of operation. It is the hope of the ED to fill this position from within the organization, most appropriately by promoting the Cultivation Manager, hiring a new Cultivation Manager and relinquishing the ED of daily control of cultivation. It requires a minimum two-year degree in horticulture, arboriculture, plant and soil science, or related field, with four years of relevant, full-time work experience. Experience in medical cannabis industry is highly desirable.

Trimmers require no formal education, but must show steady employment with at least two years at any of their last three jobs. Manual dexterity with quick eye-hand coordination is required. Trimmers will be employed as needed beginning with the first harvest. The ED will ask for scheduling flexibility in the first 12 months of operations until such time as the perpetual harvest can be established.

The MIP Chef position will be filled once the initial crop enters the flowering stage. The position requires a minimum two-year degree with four years of experience in food preparation, culinary arts, restaurant kitchen management or similar experience. Experience in preparing MIPs will be given priority. Preference will be given to individuals with a college degree or food-service related certificates.

The Delivery Driver position will be filled once the initial harvest begins. Requirements include: MA driver's license with a clean driving record and experience in delivery, courier service or other related jobs. Preference will be given to those who have completed driver training courses. Individual must be able to read maps, understand and use GPS systems and be familiar with the road network in the service area.

Every CACCI employee will be advised employment is contingent upon passing a CORI check prior to hiring and obtaining dispensary agent registration and agreeing that CACCI may conduct a CORI check at any time, and at least annually. The SCD will conduct the check on the ED. CACCI expects to require more than five iCORI reports annually and maintains a written CORI policy.

CACCI will require a signed and dated CORI Acknowledgement Form from all prospective employees, executive team members, officers, member of the board of directors and consultants upon completing and passing an initial interview and before a second interview.

Prior to employment, all job applicants will be advised of federal laws and U.S. Department of Justice policies regarding marijuana and required to sign a written acknowledgement that they were so advised.

CACCI has had an active employer account with the MA Department of Criminal Justice Information Services since August 12, 2013, with I.D. number CENMA13-02705. CACCI understands and agrees with the iCORI Terms of Use, and all iCORI records will be confidential and maintained with personnel records in a secured filing cabinet.]

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.

[CACCI's personnel policies provide competitive wages and benefits and reflect the leadership's commitment to promoting from within as opportunities for advancement become available.

The wages per position are as follows:

Executive Director - \$90,000

Cultivation Director - \$60,000-\$75,000

Patient Services Director - \$60,000-\$75,000

Security and Compliance Director - \$70,000-\$85,000

Cultivation Manager - \$40,000-\$50,000
 MIP Chef - \$25/hour to \$50,000
 Receptionist \$20-\$25/hour
 Delivery Driver \$20-\$25/hour
 Trimmer \$15-\$18/hour

For hourly employees, the overtime rate will be one and one half times the employees straight time rate and two times the regular rate on Sundays and holidays.

The work of each employee will be reviewed on an ongoing basis with the supervisor to provide a systematic means of evaluating performance, and an annual review will be performed for each employee. Pay raises will be considered based on job performance and other business-related factors.

CACCI will open with the minimum number of staff to effectively operate, but as the organization grows, management expects to add new positions to handle an increasing number of patients. Because of the importance of retaining employees who understand the non-profit, humanitarian nature of the organization, and the training involved in working for an RMD, management will first look to promote from within.

For example, as more trimmers are added to the staff, additional cultivation managers will be required, providing an opportunity for internal promotion among the ranks of trimmers. In addition, part-time positions will have the opportunity to transition to full-time. Similar growth is expected in MIPs production, security, and patient services.

CACCI shall provide a competitive package of benefits to all eligible full-time and part-time employees that includes:

-Health/Life Insurance- CACCI will provide individual health and dental insurance benefits for eligible full-time and part-time employees except those who opt to be insured through their spouse, retired military, or other plans, beginning after the first 6 months of employment. CACCI will pay a portion of the insurance premium and employees will pay a matching amount.

-Social Security/Medicare/Medicaid: CACCI participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions will be deducted from each paycheck and CACCI will contribute at the applicable wage base as established by federal law.

- Workers' Compensation: Employees will be covered for benefits under the Workers' Compensation Law. Absences for which worker compensation benefits are provided are not charged against an employee's sick leave.

-Unemployment benefits: CACCI will participate in the MA unemployment program.

In addition, CACCI will provide:

-7 paid holidays per year

-Sick leave: Earned one day per month of employment, prorated for part-time employees.

-Personal leave: three days of personal leave per calendar year for all full and part-time employees.

-Vacation: Two weeks for a full-time employee starting, increases to three weeks in third year of employment, fourth year caps at four weeks; Part-time employees will receive a pro-rated vacation time depending on hours worked.

-Other types of leave, including military leave, jury duty, parental leave, bereavement leave, extended personal leave.

All employees will be given the CACCI Employee Handbook upon employment and will acknowledge receipt and acceptance of the policies in writing. The highest standards of personal and professional ethics and behavior are expected of all CACCI employees as well as the display of good judgment, diplomacy and courtesy in their professional relationships with members of CACCI's Board of Directors, committees, membership, staff, patients, and the general public.

CACCI's other employment policies include:

-Discrimination policy: CACCI shall follow the spirit and intent of all federal, state and local employment law and is committed to equal employment opportunity. To that end, the Board of Directors and President of CACCI will not discriminate against any employee or applicant in a manner that violates the law. CACCI is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under federal, state or local law.

-Prohibition of Sexual Harassment: CACCI policy prohibits sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

-Zero-Tolerance Drug Use Policy: Prior to employment, each potential employee must undergo a drug test. The drug test results need to show that employees are drug free in order to be eligible for employment at CACCI. They may be required to take random drug tests, as requested by their Supervisor, throughout their employment at CACCI. A positive result on any drug test is grounds for immediate termination.

Other topics included in the Employee Handbook are: computer and information security; dress code and uniforms; storage of personal items while at work; personnel records; non-disclosure of confidential information; outside employment; review of personnel action; return of property; and separation.]

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.

[Dispensary agents will receive both general training and training specific to their job duties. Staff shall receive a minimum of eight hours of on-going training annually. Prior to performing their job duties, dispensary agents shall complete the following training:

- New employee orientation will review a wide range of basic information. Training will explain the mission and purpose of CACCI as a secure and professional non-profit dedicated to serving qualified patients and protecting public safety. Every employee will receive an overview of, and be expected to read and understand 105 CMR 725:000: Implementation of an Act for the Humanitarian Use of Marijuana; and receive and agree to adhere to the CACCI Employee Handbook. New employee training topics will include: ethics and responsibility, roles and responsibilities of individual employees, site layout and facility review, dress codes and uniforms, basic communications, compensation and benefits, attendance policies, holidays, sickness, rights and legal issues, time and attendance system, personnel records, grievance and discipline procedures, career paths, professional development, health and safety, and security and emergency procedures.
 - Certification in American Red Cross First Aid and CPR certification.
 - HIPAA Compliance/ Patient Confidentiality Training: CACCI will utilize the educational programs on HIPAA compliance offered by the U.S. Department of Health and Human Services' Office for Civil Rights at Medscape.org, including:
 - o Patient Privacy: A Guide for Providers
 - o HIPAA and You: Building a Culture of Compliance

o Examining Compliance with the HIPAA Privacy Rule

- OSHA: All employees will receive OSHA training as required by the Department of Labor to ensure that employees understand the importance of safety, security, and the health-related aspects of their specific jobs. CACCI will be compliant with all OSHA standards.
- Training specific to their job duties: Each employee will be trained by their supervisor in how to properly carry out their specific job functions, including the protocols for tracking inventory and preventing diversion, the safe handling of product, security protocols, incident reporting, and other information critical to the proper and safe performance of their duties. During start up, key positions, including cultivation, drying, preparation, and patient services, will be occupied by management. As demand increases and additional staff is added, management will train the new dispensary staff.

Employees producing MIPS will be required to have a ServSafe Sanitation Certificate. As required by 105 CMR 590.009(G)(3)(a), at least one certified food production manager per food establishment must obtain an allergen awareness certificate from a DPH-approved vendor. CACCI will seek certification in ServSafe Sanitation, allergen awareness and other food-handler training through the Massachusetts Restaurant Association.

All staff will participate in quarterly training in a variety of topics as determined by the executive management team. Topics may include emergency procedures training that examines how to act in a variety of situations and ongoing reviews of HIPAA requirements and 105 CMR 725.

Dispensary agents will also be encouraged to seek additional training from industry organizations, including the Americans for Safe Access Patients First Program and the Cannabis Therapy Institute. In particular, the ASA offers two programs suited for dispensary staff:

- Industry Staff Training Program: The training program was recently selected by DC Department of Public Health as a mandatory training. The training program can be provided on a voluntary basis and adapted for cultivators, processors, and distributors in any state or locality. The course introduces operators and employees to the basics of cannabis as medicine, uses of cannabis, and basic safety and operational protocols. The course also provides guidance on how to better educate medical cannabis patients, prepare for a federal law encounter, and locate other needed resources.

- A Certification Program: ASAF will be offering a voluntary certification program based on the AHPA industry standards. The program will be offered for Laboratories, Distributors, Cultivators, and Product Manufacturers.

The applicant will keep on record signed statements of the employees indicating the date, time and place of the training, topics discussed, and the name and title of the presenter. Further, copies of certificates, credits and diplomas will be kept on file and displayed in the reception area.

Continuing education, seminar or other training relating to a staff member's job will be made available to the individual as follows: Tuition/registration fees and study materials will be paid for by CACCI. Time spent in attendance of an approved educational presentation will be considered paid time on the job. Travel time will not be paid, however. On-line classes will be paid provided they are taken on site. Successful completion of courses will be favorably viewed during annual performance reviews.

CACCI recognizes as this industry develops new opportunities for gaining knowledge will be available. We will continually seek new and credible educational resources and avoid organizations with motives other than strengthening the medical marijuana system. CACCI will encourage staff to attend training and stay current with trends in their field, stay engaged in their career path and enjoy personal growth.

]

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.

[CACCI's goal is to be ready to serve patients as quickly as responsibly possible. Upon provisional registration, CACCI is already prepared to launch a six-week build out of the facility in order to put seed to soil by mid-March. With the cultivation started, the organization then has five months to prepare to open to patients as early as September 3, 2014.

This timeline applies to the single location, 31 Central Avenue, Ayer, that will house the dispensary, production and cultivation operations. The timeline staggers the build out, overlaps initial cultivation with the final phase of the build out, and coordinates the hiring of employees with the start-up of the job functions. This orchestrated plan will shorten the timeline and conserve resources.

The Ayer building commissioner issued a building permit July 25, 2013, that allows the planned renovations to begin immediately. Indeed, improvements to gas utilities and ADA compliance will occur prior to January 31, 2014 because those upgrades are needed regardless of the building's future use, and in the event a provisional registration is granted, it expedites the start-up timeline.

CACCI has secured the services of plumbing, security and electrical contractors, and many estimates for the equipment and materials are in hand and reflected in the capital expenses budget. The Executive Director, John Hillier, is a licensed general contractor and will be able to manage the project, its budget and quality. This will save time and ensure completion according to plan.

Upon notification on January 31, 2014, work would immediately commence on the rough framing, plumbing and electrical throughout the building. [REDACTED]

[REDACTED] By the latter half of February, HVAC installation would commence, along with smoke alarm installation. Inspections by local building inspectors of the rough framing, electrical and plumbing will be completed by the end of February.

Also in the first month, CACCI would update its website to communicate the status of the project to potential patients and the public. It would advertise for candidates for cultivation manager. The board of directors and management would seek registration as dispensary agents as soon as possible. Grow room equipment and supplies will be ordered at this time.

By the start of March, insulation, sheetrock, interior door installations, painting and the frosting of windows will occur. A sign will be installed in the front of the building. The security fence will be installed. Next up, carpeting and furniture will be installed, followed closely by the installation of the computer system, MJ Freeway software and multi-line phone system. By mid-March, the goal is to have an occupancy permit from the Town of Ayer. With the occupancy permit, CACCI would seek a final DPH inspection in order to move to the next step: seed to soil.

With DPH's blessings, CACCI would put seed to soil by March 21, 2014. At this time, CACCI would also reach an agreement with a testing lab to provide services. Shortly after, a cultivation manager will be hired – contingent upon CORI check and registration as a dispensary agent – to assist Hillier with overseeing the cultivation operation. With seed-to-soil in the basement grow room, renovation of the kitchen on the first floor would continue with installation of a new floor and stainless steel tables and shelves, and appliances. By building out the kitchen after seed is in soil, the timeline is further shortened. Upon completion, CACCI will seek appropriate health inspections.

Starting in April, CACCI would advertise for, interview, CORI check, and hire a Security and Compliance Director to start in May. This time would also be used to draft a product catalog and acquire patient education materials. The month would finish with ordering non-marijuana inventory, such as vaporizers, that will be for sale [REDACTED]

[REDACTED] and arranging for a uniform delivery and cleaning service.

Then in June, CACCI would interview, CORI check and hire a Patient Service Director, a MIPs chef and fill three trimmer positions. This will allow adequate time for training of the positions before the crop is ready to harvest.

In August the crop will be ready to harvest and move into a dry room for two weeks, followed by another two weeks in the curing stage. The MIPs consultant would work with the MIPs chef to prepare the kitchen for production, and the Patient Services Director would start to work at least a month prior to opening to patient visits.

Two weeks prior to opening, the Patient Services Director would begin the process of scheduling patient visits. Working with the testing laboratory, the products will be tested for potency and purity.

With testing completed and patients scheduled, the dispensary would open to patients by September 3, 2014.

The risk level methodology assigns a level of importance, low, medium or high to indicate the impact to the deadline should the target date be missed. A high risk level indicates a high likelihood the start-up date will be negatively impacted. A low risk level assignment signifies the deadline can be rescheduled without impact.]

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.

[Dispensing will begin in a slow, controlled manner, on an every other day schedule for the first six months. A conservative estimated start date is September 3, 2014. Off days will allow for review and refinement of policy and procedure as well as monitoring 105CMR725 compliance. CACCI plans to carefully add new patients to ensure quality of service and product during the start-up phase. In the first two weeks, a maximum of eight patients per day will be seen, increasing to 12 in weeks three and four. In month two, CACCI will schedule up to 16 patients per day, and for months three to six, increase to 24 patients per day. In the second half of year one, CACCI will open four days per week, serving up to 24 patients per day, for a total of 384 per month.

CACCI has committed to serving patients by appointment only and has allotted 20 minutes per patient. By easing in to the dispensing operations and initially allowing a day in between each day of dispensing, CACCI will have time for proper management and controlled growth.

CACCI will begin dispensing of MIPs along with dried flowers depending on patient demand. MIP production will begin with simple recipes and basic products while accommodating for food allergies and diet restrictions. MIPs will be made to order.

Job reviews will take place after 180 days of employment and employees will be considered full-time and permanent at that point. Wage and salary increases will be discussed as well as operational goals for the next twelve months. Until CACCI revenues are meeting expenses, the Executive Director will receive no compensation and no payments will be required on start-up loans.

At the end of year one, the ED will conduct a company-wide review to assess the performance of the company. New goals will be discussed for the next year of operations.

The ED will daily, weekly and monthly review the operations finances and make adjustments in spending and pricing as necessary to ensure the non-profit is a self-sustaining operation. He will report to the Board of Directors in quarterly meetings. At least quarterly, the ED will review the efficacy of the marketing and community outreach efforts.

Initial growing operations call for a rotating harvest schedule in order to ensure adequate supplies to meet patient needs. By year's end, CACCI will have a perpetual harvest schedule. This will result in a steady and predictable supply and provide an even demand for labor. The security system will be tested twice monthly, first by the Security and Compliance Director and then two weeks later by the primary security contractor, Jasonics Security. Within the first six months, local law enforcement and emergency response personnel will be

encouraged to familiarize their personnel with the interior and exterior of the building. Although this visit is required prior to obtaining an occupancy permit, CACCI will welcome the police and fire chiefs as well as local oversight boards to inspect the operation.

Delivery will be offered as an optional service and will extend to the Compassionate Care Program. In the first year, the goal is to provide one paid delivery for every three low- or no-cost deliveries. The Compassionate Care Program will be monitored by the board to ensure it is providing product to the needy without compromising the viability of the non-profit. The grow operations will operate as needed to meet the projected needs of CACCI patients.]

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.

[Executive Director John Hillier brings 26 years of horticultural experience to the organization. He will oversee cultivation until such time as the workload requires hiring of a cultivation director. Hillier, who studied at the UMass-Amherst Department of Plant and Soil Science, has extensive knowledge and experience in growing and caring for many varieties of plants, and he has experience and familiarity with the grow method to be used in cultivating medical marijuana.

Mr. Hillier's companies provide care for 22 million square feet of residential and commercial turf, and another estimated 8 million square feet of ornamental shrubs and trees in suburban environments throughout central and eastern Massachusetts. Mr. Hillier understands plant physiology and soil chemistry. His working knowledge also extends beyond plant and soil science to the understanding of environmental stresses and cultural practices and their impact on plant health.

Understandably, Mr. Hillier has no direct experience in cultivating marijuana, but he has knowledge of the growing methods and has applied them to other plant varieties. CACCI will grow in soil in a completely enclosed environment that is climate controlled and utilizes artificial lighting. The control over these factors is a great advantage when compared to growing plants outdoors in an uncontrolled environment where they are exposed to weather, pests, animals, human intervention and other variables.

One variable to closely monitor in a grow room is the soil condition. Mr. Hillier has experience with testing soils for chemistry, pH, texture and other properties that can impact the delivery of water and nutrients to the plants. He has experience then amending soils to improve the qualities, including the use of organic teas that deliver nutrients, moisture and organic matter.

Gaining complete control of the growing environment is viewed as an exciting prospect and opportunity for Hillier to demonstrate his knowledge and produce yields from a crop to help patients feel better. Transferring this experience to indoor cultivation is seen as an exciting prospect and advancement of his career. In addition, Mr. Hillier has experience in monitoring plants for signs of stress, such as dropped leaves, wilting, and rigidity that indicate a problem that needs immediate attention.

Mr. Hillier will work closely with Mr. Shayne Lynn, CACCI's Cultivation Consultant, who has direct experience in cultivating medical marijuana in the State of Vermont. Mr. Lynn worked with and managed architects, mechanical engineers, electricians and journeyman carpenters to design and build from the ground up a blue-ribbon cultivation facility in Vermont. This required acute awareness of building materials, lighting design, water management, local and national code enforcement, and appropriate security measures. In addition, Mr. Lynn has extensive experience ranging from evaluation of suitable indoor strain types to the best software for record keeping and compliance with state rules and regulations.

As practiced at Mr. Lynn's Champlain Valley Dispensary, the CACCI grow operation will be a closed growing environment to achieve product purity. This includes limiting human traffic, enforcing proper sanitation and scrupulous clean room operations (systematically pruning plants of decaying matter, quarantining contaminated plants, employing predator species and developing disease-resistant strains). Mr. Lynn will assist

CACCI in employing a perpetual harvest technique, which will be enhanced by CO2 and organic teas made on site. Chemical nutrients will not be used.

Lastly, Mr. Lynn will bring laboratory testing experience to CACCI. In Spring 2014, his own State of Vermont-sanctioned laboratory will be operational, testing products from dried flowers to tinctures. He looks forward to sharing and implementing specific growing and edible procedures based on this science. CACCI will directly benefit from Mr. Lynn's detailed cultivation knowledge and practical experience gained first hand from his two Vermont medical marijuana dispensaries.]

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.

[CACCI aspires to be a center of excellence in cultivating high quality, pure marijuana free of contaminants and rigorously tested.

Steps to ensure purity will begin with the design and construction of the cultivation rooms. All framing surfaces fastened to existing structure will be sealed with caulking at the joints to prevent the travel of pests between grow areas. The building will be maintained free of cracks in the foundation and voids around eaves, windows, and doors. A two-foot-wide strip free of ground cover and organic matter will run around the building's perimeter. The facility is designed to include an air lock room to prevent direct exposure of the grow rooms to the outdoors. Air intake will be HEPA filtered, and exhaust air will be carbon filtered.

The grow operation will be a closed growing environment to achieve product purity. This will include limiting human traffic, enforcing proper sanitation and scrupulous clean room operations (systematically pruning plants of decaying matter, quarantining contaminated plants, employing predator species and developing disease-resistant strains). Dispensary agents working in the cultivation areas will wear uniforms, similar to hospital scrubs, and clean footwear not worn outdoors. All work areas will be wiped clean daily, and all surfaces will be cleaned weekly. No plant litter, prunings, or trimmings will remain on soil or in the room.

The facility will employ a perpetual harvest technique, which will be enhanced by CO2 and organic teas made on site. Chemical nutrients will not be used. Water will be tested regularly for purity, and soil will meet or exceed U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines. All cultivation will meet or exceed USDA organic requirements.

To achieve a consistency of dose, the buds from the top, middle and bottom of the plant, considered to have different potencies, will be trimmed and stored separately and tested. The cannabinoid profile will be determined using high performance liquid chromatography.

There are no federal guidelines defining acceptable levels of chemical or biological residues for cannabis. Nor are there federal guidelines regarding appropriate analytical methods for detecting these residues. Under the guidance of Mr. Shayne Lynn, Cultivation Consultant, CACCI plans on introducing the same quality control standards used in at Mr. Lynn's Champlain Valley Dispensary in Vermont. Those standards are far superior than existing industry standards. These self-imposed standards will not only represent the industry in the best light, but also ensure medical efficacy and patient safety.

Tests will be performed for mold, mildew, heavy metals, plant-growth regulators and the presence of non-organic pesticides at a minimum. Mold and mildew will be tested using a combination of quantitative polymerase chain reaction and microscopic analysis based on US Pharmacopeia guidelines. Heavy metals will be tested for using Atomic Absorption Spectroscopy. Metals tested for will include Arsenic, Cadmium, Lead, Mercury, Chromium and Nickel using EPA and USP guidelines. Presence of Plant Growth Regulators (PGRs) will be extracted by using high performance liquid chromatography and a matrix solid-phase dispersion technique. Non-organic pesticides will be tested for using liquid chromatography with tandem mass spectrometry.

CACCI will contract with an ISO-certified, Massachusetts laboratory to conduct testing and has budgeted funds for approximately 540 tests in the first year. It has been in talks with MCR Labs, LLC of Framingham and will engage two others in discussions before selecting a finalist. CACCI will work with the lab to establish the frequency of tests.]

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

[All waste, including waste composed of or containing finished marijuana and MIPs, will be stored, secured and managed in accordance with applicable state and local statutes, ordinances and regulations as described in 105 CMR 725.105(J)(2-5). CACCI's priority is to compost organic waste materials according to the guidelines set forth in 105 CMR 725.105 (J)(3c)(2) to promote recycling and limit the amount of material entering the municipal waste system.

All plant and product waste will be weighed and recorded in the inventory system and then stored in the secure waste storage room. The waste storage room will be included in all regular inventory counts.

Daily, two employees will grind up the stored waste product and incorporate it with organic matter, rendering the medical marijuana unusable. This will be done inside the secure facility and videotaped. Rendering the waste product unusable prior to departure from the facility will further prevent diversion.

As needed, the Security and Compliance Director and the driver will transport the resulting organic matter to a composting operation that is in compliance with 310 CMR 16.00. The transport team will use the same procedures followed on home deliveries, including submission of a route plan and documenting the amount of waste to be disposed.

The SCD will create a record of the date, type, quantity, manner of disposal and the employees present during disposal, with their signatures, and place the record on file for 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.

[
Types/Forms

CACCI infused product line will provide the greatest range of symptom relief for patients based on their qualifying conditions and feedback concerning effectiveness and ease of use. Products will be tested by an ISO certified lab for purity, potency and consistency. Product cannabinoid profiles will enable patients to make informed choices about dosage. Each product category will offer non-psychoactive CBD options. Recipes have been developed to satisfy low/no requirements for these dietary restrictions: gluten, dairy, fat, sugar, alcohol, soy, nuts and other known allergens. Organic, local ingredients and healthy, nutrient-rich products will dominate the menu.

Year 1: Tinctures (organic alcohol and glycerin, dropper and sublingual spray), infused oils (olive, coconut, butter, ghee), bubble hash capsules, baked goods (savory/sweet cookies and crackers, en-ergy bars, granola), tea blends, liniments, salves.

Year 2: Cannabis oil concentrate produced through CO2 extraction for use in pre-measured/refillable cartridges in vaporizing equipment and an expanded MIPS menu to include: lozenges, sublingual tablets, beverages.

Methods of Production

The MIPs chef will implement best manufacturing practice including: recipe development, de-carboxylation and extraction procedures (hot/cold, CO₂, bubble hash), product manufacture and lab testing, record keeping of production formulas, batch information, lab test results and infused ingredient/product inventories. MIPs will be developed on a potency scale that values a single dose at 10mg of THC. Increased potencies (double, quad, deca doses) will also be available. This scale allows accurate self-medication based on tolerance levels and symptom acuteness.

Sanitation and Food Protection

All edible MIPs will comply with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers in 105 CMR 300.00: Re-portable Diseases, Surveillance and Isolation/Quarantine Requirements. To enforce these regulations, the MIPs chef will be certified as ServSafe Manager and ServSafe Food Handlers through the Massachusetts Restaurant Association. ServSafe is recognized by the DPH as being compliant with state regulations regarding safe food handling procedures including: cleaning and sanitizing, prevention of food-borne illness, prevention of cross contamination (biological, chemical, physical), personal hygiene, time and temperature controls, safe and sanitary purchasing, receiving and storing of food and chemical cleaning agents, pest and waste managements and facility requirements for ensuring a safe, sanitary production environment.

Procedures

Labeling: all MIPs will be labeled to meet the requirements in 105 CMR 725.105(E)(3). CACCI will ensure that the labeling and packaging does not encourage the use of products by minors. MIPs packaging will be child-proof and heat-sealed. Edible MIPs will not bear a reasonable resemblance to any commercially available candy. MIPs that resemble a typical food or beverage product will be in opaque packaging. In year two, CACCI plans to include Nutrition Fact Labels, compliant with FDA guidelines. Employees are responsible for assuring that MIPs meet the specifications on their label. No unlabeled products are to ever be dispensed.

Storage: in addition to the ServSafe practices (safe, sanitary food storage) all MIPs and infused ingredients awaiting development into final product will be stored in areas compliant with regulatory security requirements to prevent theft and diversion. All safes, vaults, equipment or areas used for any marijuana process will be clean, locked and monitored. There will be a designated, separate storage area for marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been breached, until such products are destroyed.

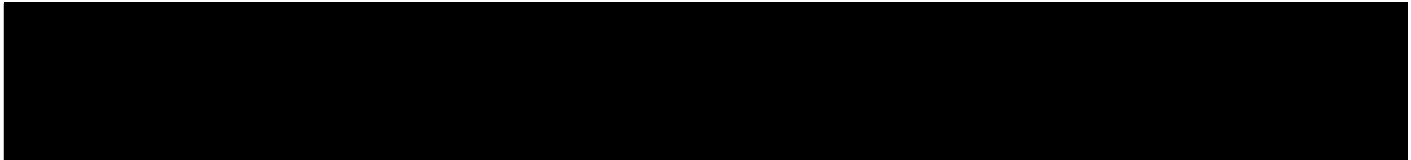
Disposing: all waste, including waste composed of/containing finished marijuana and MIPs will be stored, secured and managed in accordance with applicable state and local statutes, ordinances and regulations as described in 105 CMR 725.105(J)(2-5). CACCI's priority is to compost organic waste materials according to the guidelines set forth in 105 CMR 725.105 (J)(3c)(2) to promote recycling and limit the amount of material entering the municipal waste system.

Dispensing: at the RMD, registered patients and personal caregivers must show acceptable ID and be verified in the DPH database. CACCI will only display one sample of each product offered for sale. All RMD agents will be trained to give advice about the products and compliance with the law. Any RMD agent may refuse to dispense if they believe that the patient or the public would be at risk. All transactions will be documented in the inventory control system and integrated with the point-of-sale system, MJ Freeway. All delivery orders will be affixed with a single use seal whose ID numbers will be entered into the POS system and printed on the transport manifest. Patients will receive educational materials as outlined in 105 CMR 725.105 (K).

Tracking: MJ Freeway's POS system will track every gram of marijuana from seed to sale. This software will manage all inventories (seeds, clones, vegetative plants, flowering plants, bulk flowers and by-products [wet and dry weights], concentrates, extracts and finished products) and all dispensing activities. It will accurately track patient purchases, ensuring that no patient is dispensed more than the amount certified by their

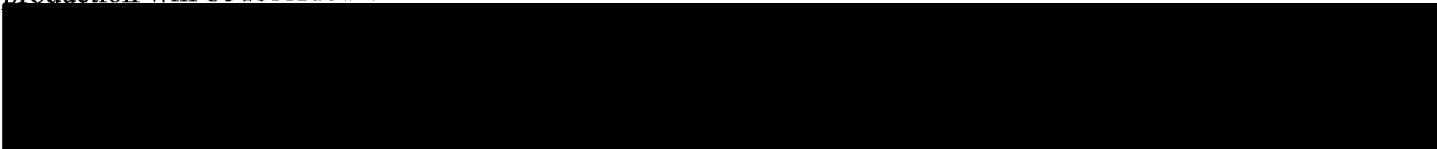
physician. Patients will be required to sign purchase orders, invoices, and manifests to increase accountability. A web-based order control system will provide records of purchase times, dates, and quantities.]

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.



CACCI will use a MMJ Freeway inventory tracking system that requires on-going data collection on all products in inventory. This system will exist both on the computer and in hard copy. Employees will report on all phases of the cultivation process. Every seed and plant will be assigned a tracking number. The plant will be weighed at regular intervals through cultivation, harvest, drying, curing, processing, packaging and dispensing. The measurements will be entered into the inventory tracking system and assigned to the plant number.

The real-time inventory system will help prevent diversion by immediately identifying a reduction in the amount of product. If a discrepancy arises, staff will immediately begin incident management procedures, secure the video record, and notify DPH and law enforcement. The inventory system will also allow management to know the exact amount of product available to patients and allow for future planning. Similarly, barcode tracking procedures will be followed in the production of MIPs where weights of the product used in production will be recorded and reconciled.



The step-by-step inventory control system will be an integral part of maintaining a safe and secure environment minimizing the possibility of diversion. Keeping accurate records and teaching employees to adhere to our strict, tightly managed inventory control system will reduce risks of internal diversion.

CACCI's Diversion Prevention Plan identifies three risk populations: employees, patients and external threats. The plan addresses each category.

Employees will be given the access levels necessary for their job. They will be required to wear ID badges and cultivation employees will wear pocketless uniforms, similar to hospital scrubs, while on premises. Access to the vault, MIP production, and cultivation area will be prohibited to most staff. Any contractors performing work must wear a visitor's badge and be accompanied by an authorized employee. As a condition of employment, all staff will agree to being continuously video recorded. Employees will be trained how to respond in the event of an attempted theft and on the location and use of panic buttons.

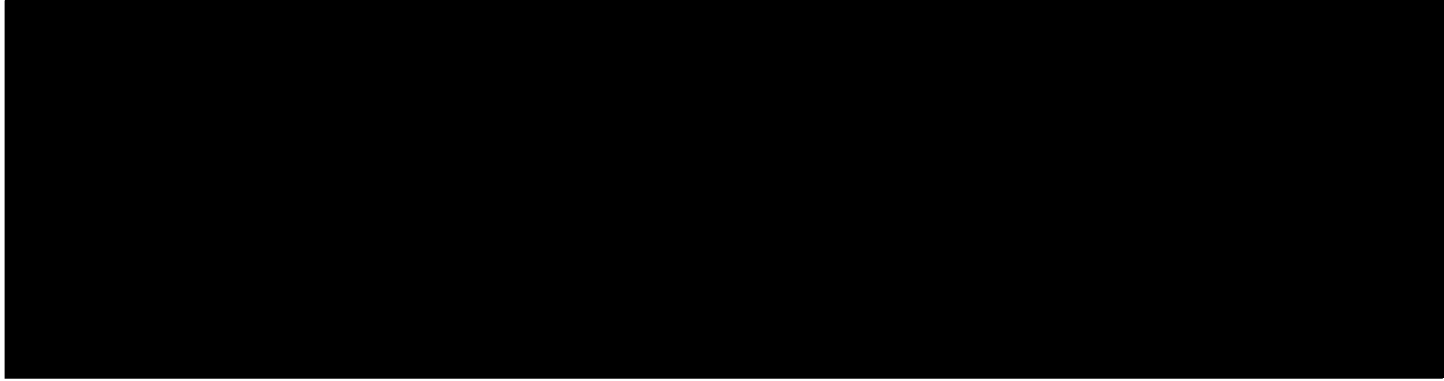
CACCI will be a locked facility not open to the general public. Patients will be admitted by appointment only. Patients are allowed only in the main reception area, a consultation room, or the patient education seminar room.

As part of the orientation process for new patients, staff will review the legal ramifications of marijuana diversion and the patient's responsibility to securely store the product at home. Patients must sign an attestation certifying they will not sell the product dispensed to them or engage in any illegal activity related to marijuana. Diversion will be grounds for CACCI to refuse to serve a patient and to report the patient to DPH. Staff interacting with patients will be trained on spotting behaviors consistent with diversion.

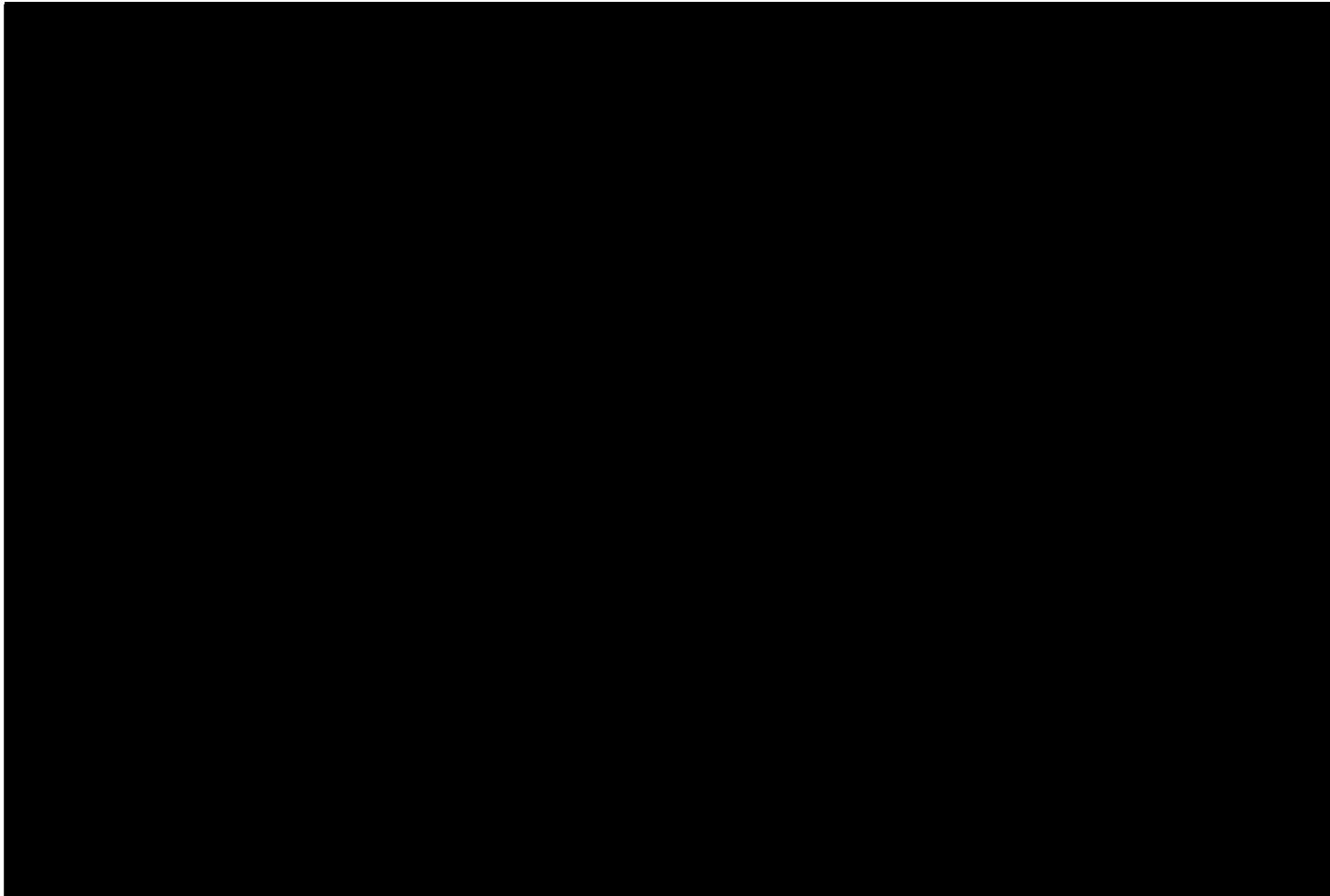
Pricing of product will play an important role in preventing diversion. CACCI pricing will reflect the so-called "street value" to remove the ability to profit from resale. CACCI's compassionate use program will provide reduced or free product, but in limited quantities. Additionally, when appropriate, patients will be offered greater reductions on MIPs with little or no "street value." Low-TCH product and limited quantities per

visit will act as a further deterrent to the resale of low- and no-cost product to patients with a verified financial hardship.

As part of the Executive Management Team, the Security and Compliance Director will oversee all security measures and compliance with state law and regulations. He/she will be primarily responsible for preventing external threats. The facility is closed to the general public, and any person on the property without permission or loitering will be instructed to leave immediately.



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.

[The strategic placement of up to 35 RMDs throughout Massachusetts is an important factor in allowing equal access by all patients as well as ensuring the success of the non-profit organizations. Under this model, if all registrations are issued, each dispensary would serve an average 2.8% of the population.

CACCI's service area will be 20 communities within a 10 mile radius of Ayer that have a combined population of 248,749, or about 3.7% of the state population. The communities in the proposed service area are Acton, Ayer, Bolton, Boxboro, Carlisle, Clinton, Dunstable, Fitchburg, Groton, Harvard, Lancaster, Leominster, Littleton, Lunenburg, Pepperell, Shirley, Sterling, Stowe, Townsend, and Westford.

Using data from state and federal public health agencies and educational institutions regarding disease prevalence rates, CACCI calculated the state prevalence count for debilitating conditions listed in 105 CMR 725. CACCI then estimated the number of people with each condition living in the service area, for a total of 3,904 patients. The estimated population in the service area for each disease is: cancer; 1,343; HIV/AIDS, 750; multiple sclerosis, 320; Crohn's disease, 442; Parkinson's disease, 398; glaucoma, 473; ALS, 17, and hepatitis C, 161.

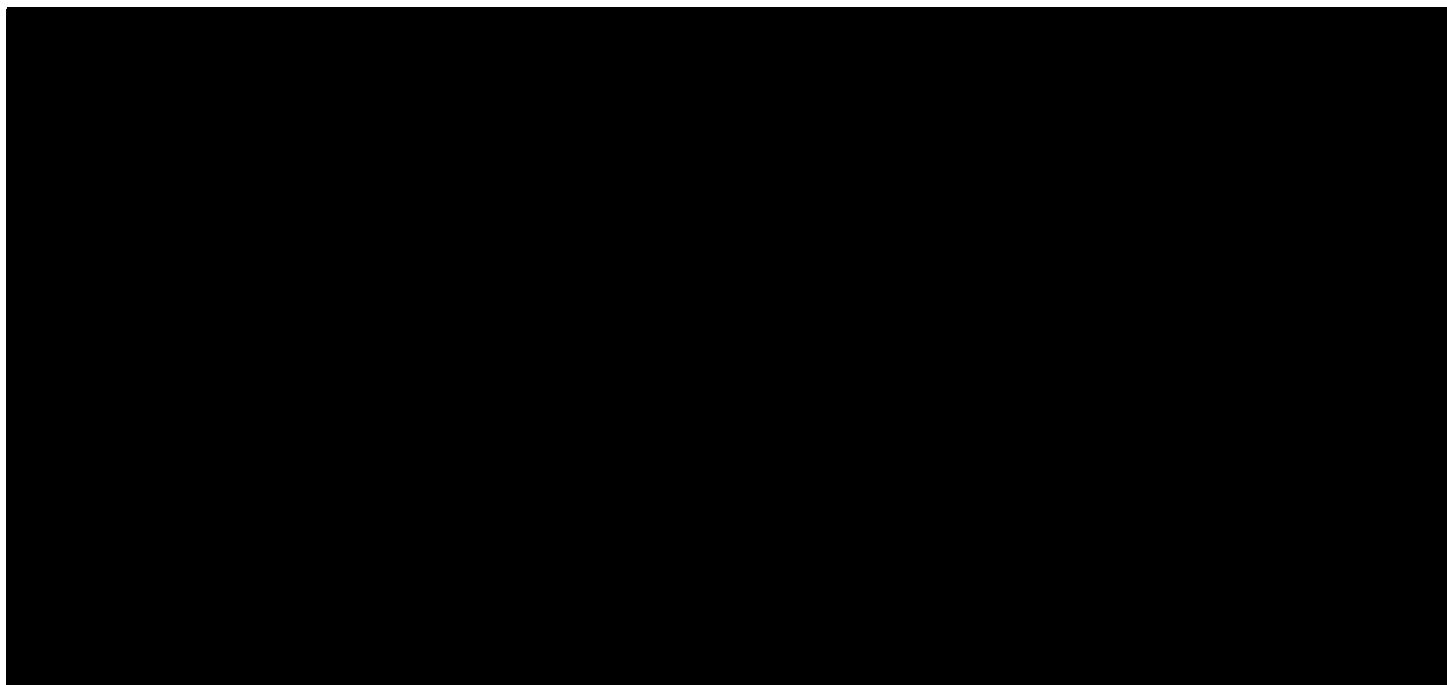
To estimate the number of expected registered patients, CACCI looked to others states with programs. Excluding Colorado and New Jersey as high and low outliers respectively, the states with medical marijuana laws have a range of 0.089% to 1.471% of the population that is registered patients. The average is 0.795%. Using that figure, CACCI expects about 1,978 of the 3,904 patients in the service area to utilize medical marijuana.

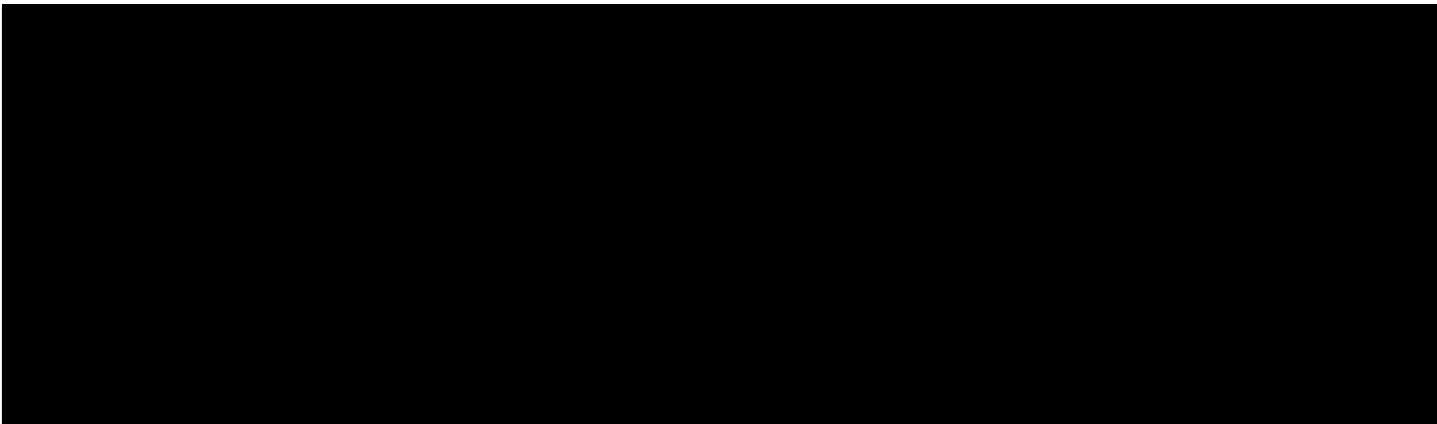
In addition, CACCI looked at 13 states to see what percent of the eligible patient population was registered for marijuana and found a mean of 48%. Applying that figure to the CACCI service area patient population, the expected number of marijuana registrants is 1,875, consistent with the earlier finding of 1,978. Taking a conservative approach, CACCI is reducing the estimate by 50% and projecting a market population of 938 patients.

The location of CACCI in the state is ideally suited to meet the needs of both patients who are able to pay in full, as well as patients with a verified financial hardship. Having a balance of both these customers will be important in maintaining the financial health and function of the non-profit organization. When per capita income per town is examined, the CACCI service area contains a nearly even number of higher-income towns and lower-income communities. The Town of Ayer is situated with significantly higher income towns to the east and more lower-income towns to the west. In addition, the violent and property crime rates in Ayer are significantly lower than the urban communities in the service area. CACCI's location and service area strikes the perfect balance of being able to serve patients on both ends of the financial spectrum as well as protect public safety.

CACCI understands the population in its service area may include patients who need an interpreter to communicate in their native language. In addition, patients may include the blind, deaf and hard of hearing. In all cases, CACCI will provide appropriate accommodations, working with medical interpreter services and the recommending physician to ensure effective communication, the patient's understanding of the information, and the patient's satisfaction with the service. CACCI will contract with a medical interpreter service at no expense to the patient and ensure the preservation of patient confidentiality and culturally competent care.]

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.


[CACCI will maintain patient records in both electronic and paper format. Employees will be properly trained in data management and the documentation of information will be an essential function of every employee's routine practice. All paper patient records will be filed in HIPAA-compliant locked cabinets. Only employees who require access to patient information will have access to the files. Updates to patient records will be made immediately following each patient appointment. Files will then be returned to the locked cabinet. In addition all computers will operate HIPAA-compliant patient record keeping software. CACCI electronic files will be created and stored through the use of a web-based software program called MJ Freeway. This software program is an industry leader in providing strict security policies for all facets of patient record keeping and captures all important patient information including: name, phones, email, mailing address, physician information, birth date, designated caregiver status, diagnosis information/symptoms, favorites, preferred contact method, permission to communicate, and paperwork status.

All sales of medical marijuana will be entered into MJ Freeway. Each patient will have an individual profile in the system and each entry will indicate: patient/caregiver ID #, products purchased, quantity purchased and date. Prior to each dispensing, the Patient Service Director will evaluate the dispensing history to ensure patients are receiving the proper amount of marijuana as specified by their recommending physician and in compliance with 105 CMR 725.

In addition to the use of MJ Freeway, CACCI will track registered patients and their dispensing records utilizing the DPH electronic data management system. All required patient records will be documented and shared with the DPH in compliance with all required protocols. Staff will be trained to use the DPH system. This is an important safeguard to prevent a single patient from fraudulently obtaining marijuana from multiple dispensaries.

MJ Freeway software will also support business operations including inventory management, vendor and purchase order recording, business transactions, and accounting records. Since MJ Freeway was developed specifically for the medical marijuana industry, its capable of compliant record keeping for business functions.

CACCI will maintain hard copies of all business documents. 

 Proper record keeping procedures for all business related documents will be vital for the financial health and management of CACCI. Documentation will be regularly updated and maintained to include the following: Business assets and liabilities; all monetary transactions; books of accounts including journals, ledgers, agreements, checks, invoices, vouchers; patient specific sales records; and financial information regarding all forms of compensation granted to board members, consultants, and staff at all levels of the organization.

CACCI will maintain a binder of operating procedures, in compliance with 105CMR725.105, that will serve as the “master plan” for operations, and will be kept in the Executive Director’s office. CACCI will reproduce relevant components of this document as needed for employees to use in training.]

- 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.

[CACCI is committed to providing reduced and no-cost product in a responsible and safe manner that ensures access while discouraging diversion.

CACCI will offer a Compassionate Care program for patients with verified financial hardships. The program will offer reduced or no-cost product and the option for home delivery all priced by a sliding scale. Compassionate Care patients will be treated as any other patient, except they will be asked to document their hardship every six months. All patients will have access to the same lab-tested, quality product.

As a non-profit, CACCI’s net revenue will be returned to the patients and the community. CACCI has committed to earmarking the largest share, 50 percent, of net revenues to fund access to free or reduced-cost marijuana. In addition, 20 percent of net revenues will fund home delivery for Compassionate Care patients. (Of the remaining, 20 percent will fund patient and public education programs and 10 percent will fund community and public safety grants and scholarships.)

The year-one operating budget provides that for every dollar in revenue, CACCI will be able to provide 0.35 dollars in Compassionate Care. By linking the Compassionate Care program to net revenue, CACCI ensures it is generating enough revenue to remain in operation while also providing hardship access, and allows for immediate implementation of the Compassionate Care Program. Monthly financial reporting will provide information necessary for adjustments and corrective action throughout the year to ensure the greatest access is provided to patients, while protecting the viability of the organization.

While committed to patient access, CACCI believes two very important realities must be considered and properly managed: the potential for diversion by the patient and the potential for financial collapse of an RMD.

Providing low-cost or no-cost product to an individual creates a greater potential for diversion through the illegal resale of the product. The opportunity to convert the product to cash may sadly be a higher priority for some than using it for the legitimate medical need. In order to address this concern, CACCI would like to propose, with the DPH’s approval, two restrictions:

1. CACCI will provide reduced cost product on a sliding scale based on federal poverty rates, and also provide MIPs, which are less desirable on the black market, at a greater discount to hardship patients. This will create an incentive at least for patients qualifying for low-cost product to utilize MIPs over marijuana.
2. While a physician may recommend up to 10 ounces of marijuana in a 60-day period, CACCI would prefer to provide no more than two and one half ounces or two week’s supply (or whichever is less) per visit or delivery. While this will increase the number of times product is dispensed, it will reduce the amount the patient has at any one time and make diversion less convenient. CACCI would consult with DPH on whether this is allowed under the regulations.

It is reasonable to assume patients will comparison shop at RMDs looking at types of products and prices. This will also include comparisons of reduced-cost programs, and the most generous RMD may find itself overwhelmed with hardship patients. For this reason, CACCI will give priority to those patients who reside in its service area, and only those patients will be eligible for home delivery.

During the initial intake process, patients will be asked to complete an application for reduced-cost product and provide proof of financial hardship, as defined in 105 CMR 725.004: Definitions. Proof of financial hardship will include enrollment in MassHealth or SSI, or tax returns, check stubs or other documents verifying the individual’s income does not exceed 300 percent of the federal poverty level, adjusted for family size. All information collected will be strictly confidential and handled by the Patient Services Director.]

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.

[Central Ave. Compassionate Care Inc. believes that the education, training, and support of patients will be the cornerstone of our organization. This non-profit was created to help patients who suffer from debilitating medical conditions, and it is committed to each patient.

We will provide comprehensive educational support so each patient will learn how to use products safely and effectively. The education program, which will also cover safe and proper storage, will also help prevent diversion.

Patients will be required to have an initial orientation meeting with the Patient Services Director, and then an individual counseling session again on every visit. This level of on-going involvement and support will help CACCI better serve the patients and address their needs. Home-delivery patients will receive an initial in-home visit and then follow-up counseling by telephone or in-person. In some cases, a registered caregiver will receive the counseling. CACCI will utilize interpreters and translators to meet the needs of any clients with language barriers or who are blind, deaf or hearing impaired.

Counseling sessions will be used to gather information and feedback from the patient with respect to their past experiences in an effort to match the proper strain and form and route of administration with the desired effect while reducing the risks involved. The educational consult will involve instruction about the Self Report/Symptom Tracking Form provided to each patient to track their treatment progress and provide feedback to properly help each patient make decisions about the strain, method and dosage, and track any adverse effects.

Every new patient must sign an attestation that he/she will not distribute marijuana to any other individual, and that they will return unused, excess or contaminated product to the RMD from which it was purchased, for disposal.

CACCI has developed printed patient education materials for patients and caregivers to review at home and in counseling sessions. The materials cover the following topics:

- The available strains, forms and routes of administration.
- Proper dosage and titration for the different routes of administration, with an emphasis on using the smallest amount possible to achieve the desired effect and an explanation of the impact of potency. Whenever appropriate, CACCI will strongly encourage the use of vaporizers over smoking.
- A warning that marijuana has not been analyzed or approved by the FDA,
- A warning that there is limited information on side effects and that there may be health risks associated with using marijuana, including risks of lung and oral cancers, heart disease, emphysema and other respiratory problems associated with smoking.
- Other warnings will be issued regarding use of the product by pregnant or nursing women and increased risks to under age children. Further discussion and education will involve the possible long term effects the brain, heart, lungs and reproductive system.
- A warning about proper storage and securing the product from children in the household.
- A warning that when under the influence of marijuana, driving is prohibited and machinery should not be operated.
- Information about tolerance, dependence and withdrawal, and facts about the signs and symptoms of substance abuse, as well as referral information for substance abuse treatment programs.

Although it is provided for in the regulations, it is expected that only in very rare cases will actual product be used in demonstration to educate patients in the use of vaporizers or other smoking paraphernalia. This form of education must take place in the privacy of the consulting office under the direction of the Patient Services Director or the Executive Director. No other dispensary agents will be authorized to provide such

education. An adverse incident report must be completed and reported according to procedure, although no management action is required. The patients file will also record such education.]

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.

[Based on the numerous inquiries already made to CACCI by potential qualified patients, the marketing plan places a heavy emphasis on making the dispensary easily found and reached via the Internet and telephone. As one of up to five dispensaries in Middlesex County and up to 35 statewide, the applicant anticipates qualified patients will use publicly available information from the DPH and the Internet to seek out RMDs. It is therefore important that CACCI make itself easily found by search engines and in directory listings.

In the first three months of operation, CACCI will focus on increasing Search Engine Optimization to appear in the top results of search engines for certain keywords. In addition, CACCI will make efforts to be listed in the various online business directories and indexes. Prospective patients, caregivers and job seekers will be instructed to email or call the RMD.

CACCI will update its website to reflect the status of the operation and provide clear instructions to qualified patients and caregivers, and to the general public, about interacting with the RMD. The website will provide information to unregistered patients about the steps they must take to be certified by their physician and registered by the DPH prior to attempting to obtain product from an RMD. The applicant has and will maintain a Facebook page that posts updates and information that is suitable for public dissemination.

A product catalog will be given to qualified patients after they are verified with the DPH. The product catalog will be available in print or in a password-protected, patients-only section of the website.

Marketing efforts will include sponsorships of fundraisers related to the diseases that afflict qualified patients. It may include the organization and sponsorship of off-site patient support groups and a lecture series on topics of interest to qualified patients, caregivers, medical community and the general public. One theme of the lecture series could be to remove the stigma associated with the use of medical marijuana.

At public events, a RMD brochure may be distributed. It may contain the following: contact information, instructions for arranging an appointment, the RMD rules of operation and business hours, and basic information related to qualified patients and caregivers. It will contain no product information or medical claims.

RMD executives will be encouraged to address local civic organizations and join as members. CACCI is a member of the Nashoba Valley Chamber of Commerce. The RMD may also join or sponsor patient advocacy organizations. The RMD will not support any organization that advocates for the legalization of marijuana for recreational purposes.

On an ongoing basis, and specifically at the three- and sixth-month marks, CACCI will examine patient numbers relative to marketing and advertising efforts, and if necessary, adjust outreach efforts.

Central Ave Compassionate Care, Inc. has not yet developed a logo. If and when it does, it would seek prior approval of the image from the DPH. The applicant has created a brand standard for the depiction of its name on letterhead, website and any future marketing materials. It has created a tagline: "To serve a medical need of qualified patients in a responsible, professional setting."

A sign identifying the building at 31 Central Avenue in Ayer as "Central Ave Compassionate Care, Inc., 31 Central Avenue, 978-772-CARE, www.CentralAveCare.org, By appointment only" will be affixed to the building or as a freestanding sign in accordance with the Town of Ayer bylaws. The sign will provide no other information.

Any marketing or advertising will strictly adhere to the Marketing and Advertising Requirements of 105 CMR 725.105 (L).]

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.

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.

[The goal of the incident management program is to properly identify and accurately document any incident that will be reported to law enforcement and/or to the DPH. The incident management program starts with training for all those employed by CACCI to provide a clear understanding 105 CMR 725 and specifically section 110(F)(1). Unless it is an emergency situation, incidents to be reported to law enforcement and/or the Department of Public Health will be reported by the Executive Director or the Security and Compliance Director.

Documentation: An Adverse Incident Report Form will document who, what, when, where, why and how regarding any incident. The form will have provisions to describe all reportable events as set forth in 725.110(e)(10) and (f)(1). Immediate response and note taking are expected to allow for accurate recall and clarity. Adverse Incident Report Forms will be readily available in both electronic and paper copy form in all employee work environments. Electronic reports once complete, will be printed, signed, (as will paper reports) and then sealed in an envelope, and brought to a direct supervisor, any member of the executive management team or the Executive Director immediately. Reports must be completed individually and all parties involved will be requested to fill out a report. All documentation related to an incident that is reportable shall be maintained for no less than one year and made available to the DPH and to law enforcement authorities acting within their lawful jurisdiction upon request.

Reporting: Incident reports received by a supervisor must be forwarded to Security and Compliance Director or the Executive Director immediately, who will before the close of the day, review all available information, including the Adverse Incident Reports, inventory records, surveillance video, documents and records to determine the validity of a reportable incident. In the event that an incident requires reporting to law enforcement and the DPH, CACCI Executive Director or Security and Compliance Director will follow all regulations to ensure that immediate notice is made to appropriate law enforcement authorities and the Department of Public Health within 24 hours, and written notice to the Department of Public Health within 10 calendar days

Management: If an incident requires reporting, operations will be suspended until a complete physical, weighed inventory is performed by at least two members of the executive management team, one of which must be the Security and Compliance Director. CACCI will suspend operations to gather and review all possible evidence regarding each incident. Staff will be interviewed individually to collect all possible information pertaining to the event. In addition, CACCI will welcome any involvement and provide complete cooperation with law enforcement and the DPH to further investigate the incident. Any employee or customer suspected of illegal activities will be made aware of the situation and in the case of an employee, will receive a written warning. Any employee confirmed to have violated the law will be terminated from employment immediately. Any customer confirmed to have violated the law will have their service cancelled immediately. The lawful operation of CACCI will be maintained and protected under all circumstances.

CACCI will strive to avoid any critical incident by sole nature of our security, policies, trained employees, and operational procedures. However, if an unforeseen adverse event should occur, our incident management procedures will allow us to effectively respond.]

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: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Attach organizational chart.

Executive Director

John Hillier

- Reports to the Board of Directors
- Responsible for the achievement of mission and financial objectives
- Responsible for compliance with 105cmr725

Tax + Finance Consultant

Dennis J. Kelleher

- Timely filing + compliance with all local, state, + federal tax obligations
- Lifelong experience in business + finance

Attorney for the Corporation

Lorden Pastor + Lilly

Patient Services Director

- Patient intake
- Patient consulting + education
- Diversion Prevention
- HIPPA compliance
- Dispensing

MIP Chef Consultant

Bridget Conry

- Direct experience in:
- Sanitation + food processing
 - Extraction methods
 - Production of edibles
 - Testing dosage + labeling
 - Patient health care services

Security and Compliance Director

Director

- Ensure complete + ongoing compliance with 105cmr725
- Regularly inspect facility
- Monitor inventory controls
- Escort patients to + from building
- Maintain OSHA compliance
- Transportation

Cultivation Director

John Hillier

- Seed, soil, + strain selection
- Maintain environmental conditions
- Cultivation Practices
- IPM program
- Inventory Tracking

Cultivation Consultant

Shayne Lynn

- Direct experience in:
- Nonprofit dispensary operation
 - All stages of plant growth + product development
 - Providing healthcare services to qualified patients

MIP Chef

- Preparation of food products
- Recipe planning
- Inventory tracking
- Maintain kitchen + Equipment
- Packaging

Receptionist

- Answer + return phone and email messages
- Schedule appointments
- Patient reception
- Office + administrative tasks

Delivery Driver

- Safe operation of motor vehicle
- Basic vehicle maintenance

Cultivation Manager

- Planting, transplanting, pruning watering, + feeding
- Inventory tracking
- Supervision of trimmers

Trimmers

- Proper handling + trimming of flowers
- Inventory Tracking

BOARD OF DIRECTORS
(Exhibit 1.4)

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

Corporation Name: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Board Role	Name	Date of Birth	Business Email	Business Address
1	Chair John H. Hillier	██████████	jhillier@centralavecare.org	31 Central Avenue, Ayer, MA 01432
2	Director Shayne T. Lynn	██████████	Shayne@cvdvt.org	31 Central Avenue, Ayer, MA 01432
3	Director Bridget Comry	██████████	Bridget@cvdvt.org	31 Central Avenue, Ayer, MA 01432
4	Director Kenneth A. Frank	██████████	kfrank@gallantins.com	31 Central Avenue, Ayer, MA 01432

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: Central Ave Compassionate Care, 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 N/A	N/A	N/A	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 N/A	CEO/ED:N/A President/Chair: N/A Treasurer: N/A Clerk/Secretary:N/A	N/A	N/A
2	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		
3	CEO/ED: President/Chair: Treasurer: Clerk/Secretary		

CORPORATE BYLAWS
(Exhibit 1.6)

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

Corporation Name: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Attach bylaws.

EXHIBIT 1.6

BY-LAWS
OF
CENTRAL AVE COMPASSIONATE CARE, INC.

Adopted by Original Incorporator and Director.

The organization has not been formed for the making of any profit. The assets of the organization shall not be distributed to, or benefit the directors or officers or other individuals. The assets and income shall only be used to promote corporate purpose as described in the Articles of Organization. Nothing contained herein, however, shall be deemed to prohibit the payment of reasonable compensation to employees and independent contractors for services provided to the organization.

ARTICLE 1—OFFICE AND PURPOSE

Section 1. Office

The principal office of the Corporation shall initially be located at 31 Central Avenue, Ayer, Middlesex County, Massachusetts. The directors may change the said location by majority vote and upon the filing of a certificate of such change with the Secretary of the Commonwealth and upon approval by the Massachusetts Department of Public Health under 105 CMR 725.100 (F)(1)

Section 2. Purpose

The purpose of the corporation shall be strictly as set forth in the Articles of Organization.

ARTICLE II—MEMBERS

Section 1. Members

The Corporation shall have no members as set forth in the Articles of Organization.

ARTICLE III—BOARD OF DIRECTORS

Section 1. Management of the Corporation

The general management of the affairs of this Corporation shall be vested in the Board of Directors. The Board of Directors shall fix its policies, have power to employ and discharge necessary staff and other help, authorize expenditures and take all necessary and proper steps to

ORIGINAL

carry out the purposes of this corporation and promote its best interests, all in accordance and conformity with 105 CMR 725.

Section 2. Qualifications of Directors

Each Director shall be at least twenty-one (21) years of age.

Section 3. Number of Directors

The Directors of this Corporation shall number at least one (1), and not more than five (5).

Section 4. Board of Directors

The persons named in the Articles of Organization of this Corporation, as amended, shall act as the Board of Directors of this Corporation. John H. Hillier; Chair, Shayne Lynn, are so named.

Section 4.5. Conflicts of Interest

- (A) Prior to taking his/her position on the Board of Directors and annually thereafter, each Director shall submit in writing to the President, a Statement of Potential Conflict, detailing a list of all businesses and other organizations of which he/she is an officer, director, trustee, member, owner (either as a sole proprietor or partner), shareholder (with at least 5% interest in all outstanding voting shares), employee or agent with which the Corporation has, or might be expected to have, a relationship or transaction in which the Director might have conflicting interest. Each written statement shall be submitted with any necessary changes annually. The President shall become familiar with the statements of all Directors in order to guide his/her conduct should a conflict arise.
- (B) Conduct of the Meetings of the Board When a Conflict Exists: At such time as any matter comes before the Board of Directors in such a way as to give rise to a conflict of interest, the affected Director shall make known the potential conflict, whether disclosed by his/her written statement or not, and after answering any questions that might be asked of him/her shall withdraw from the meeting for so long as the matter shall continue under discussion. Should the matter be brought to a vote, the affected Director shall not vote hereon. In the event that he/she fails to withdraw voluntarily, the President is empowered and shall require that the affected Director remove himself/herself from the room during both the discussion and vote on the matter. In the event the conflict of interest affects the President, the Treasurer is empowered to and shall require that the President remove himself/herself in the same manner, and for the duration of discussion and action on the matter the Treasurer shall preside.
- (C) Establishment of a Quorum For a Special Meeting When a Conflict Exists: If the matter is the item of business for which a special meeting of the Board was called, the affected the director shall not be counted to establish a quorum. Nor shall he/she participate in the deliberations or vote thereon.

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Section 5. Term of Directors

Each Director shall hold office until his or her qualified successor is appointed and elected by vote of a majority of the Directors.

Section 6. Newly-Created Directorships and Vacancies

Except as otherwise provided in Section 5 of this Article, newly-created Directorships resulting from an increase in the number of Directors and vacancies occurring in the Board of Directors (due to death, resignation or removal) may be filled by vote of a majority of the Directors then in office.

Section 7. Removal of Directors

Any of the Directors may be removed with or without cause by a vote of a majority of the Directors, after reasonable notice and opportunity to be heard.

Section 8. Resignation of Directors

Any Director may resign at any time by delivering written notice to the President or Clerk of the Corporation. The acceptance of a resignation shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or duty of a Director.

Section 9. Quorum of Directors

A majority of the number of Directors fixed by these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 10. Meetings of the Board of Directors

There shall be at least one regular meeting of the Board of Directors yearly after a seven (7) day notice has been given. Each such meeting should normally appoint and elect replacement directors. Such notice may be waived in writing.

Special meetings may be held at any time by the request of the President or the Board of Directors upon ten (10) days written notice.

Section 11. Compensation of Directors

Directors shall not receive any salary for their services as Directors. However, they shall be entitled to receive for their services such amount if any, as the directors may determine, which may include items like expenses of attendance at meetings. Directors shall not be precluded from serving the corporation in any other capacity and receiving compensation for any such services.

ORIGINAL

Section 12. Limits of Liability for Directors

No Director shall be personally liable for any debt, liability or obligation of the Corporation.

Section 13. Action by Vote

Each director shall have one vote. When a quorum is present at any meeting, a majority of the votes properly cast by directors present in person or duly represented shall decide any question, including election to any office, unless otherwise provided by law, the articles of organization, or these by-laws.

Section 14. Action by Writing

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

Section 15. Proxies

Directors may vote either in person or by written proxy dated not more than thirty (30) days before the meeting named therein, which proxies shall be filed before being voted with the clerk or other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of the meeting but the proxy shall terminate after the final adjournment of such meeting.

ARTICLE IV—OFFICERS

Section 1. Number

The Officers of the Corporation shall be a President, a Treasurer, and a Clerk to be elected by the Board of Directors. Any two or more offices may be held by the same person. The Clerk shall be a resident of the Commonwealth of Massachusetts unless the corporation has a resident agent duly appointed and noticed for the purpose of service of process.

Section 2. Election of Officers

All officers shall be appointed by a majority of the Board of Directors then in office. Each officer shall hold office until that officer's successor shall have been duly appointed by the Board of Directors.

Section 3. President

ORIGINAL

The President shall be the principal executive officer of the Corporation and shall, in conformity with the direction and wishes of the Board of Directors, plan, supervise and control all of the business and affairs of the Corporation. The President shall preside at all meetings of the Board of Directors. The President, together with such other officers as may be appointed by resolution of the Board of Directors for that purpose, shall have authority to sign checks. The President, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time until the time of the next election.

Section 4. Treasurer

The Treasurer, as Chief Financial Officer of the corporation, shall have the care and custody of all funds and securities of the Corporation and deposit all such monies in the name of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer, in absence of the President, shall sign all documents in the name of the Corporation when authorized to do so by the Board of Directors. Together with such other officials as may be appointed by resolution of the Board of Directors for that purpose, the Treasurer shall have authority to sign checks. The Treasurer, in general, shall perform all of the duties incident to the office of Treasurer and such other duties from time to time may be assigned to the Treasurer by the President or by the Board of Directors. If required, the Treasurer shall provide such security for the faithful discharge of such duties as the Board of Directors may determine.

Section 5. Clerk

The Clerk shall keep a record of all meetings of the Board of Directors and shall attend to the mailing, posting and publication of notices of such meetings. The Clerk shall have charge of the seal of the Corporation, if any, and of such books, records and other papers as the Board of Directors may direct.

Section 6. Removal or Vacancies of Officers

Any officer appointed by the Board of Directors may personally resign, be removed or suspended by the Board of Directors with or without cause. If the office of any Officer becomes vacant, the Directors may appoint any qualified member of the Board of Directors to fill such a vacancy, who shall hold the office until his or her successor is appointed and qualified.

ARTICLE V—MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year

The fiscal year of the Corporation shall commence on the first day of January and terminate on the thirty-first day of December in each calendar year.

Section 2. Execution of papers.

ORIGINAL

Except as the directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the corporation shall be signed by the president or by the treasurer.

Any recordable instrument purporting to affect an interest in real estate, executed in the name of the corporation by two of its officers, of whom one is the president or a vice president and the other is the treasurer or an assistant treasurer, shall be binding on the corporation in favor of a purchaser or other person relying in good faith on such instrument notwithstanding any inconsistent provisions of the articles of organization, by-laws, resolutions or votes of the corporation.

Section 3. Amendment and Repeal

By-Laws may be amended, repealed or adopted, in conformity with 105 CMR 725, by a majority of the entire Board of Directors provided that written notice of the amendment, repeal or adoption has been given to each of the Board of Directors at least seven (7) days prior to the meeting at which the proposed action is taken.

ARTICLE VI Goal and Priorities in Company Business Practice

It is the goal and priority of Central Ave Compassionate Care, Inc. to maintain strict compliance with the statutory and regulatory framework established by the Commonwealth of Massachusetts under 105 C.M.R. 725.000, and other authority. In furtherance of that goal and priority, the Company establishes the following principles, guidelines and educational aims::

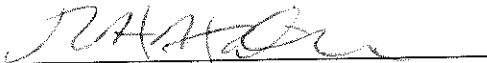
- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
- Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and

ORIGINAL

- Preventing marijuana possession or use on federal property

A true copy.

Attest:



John H. Hillier, President

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: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

YES

NO

PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)

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

Corporation Name: Central Ave Compassionate Care, 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	N/A	N/A	President/Chair: N/A Treasurer: N/A Clerk/Secretary: N/A	N/A
2				President/Chair: Treasurer: Clerk/Secretary:	
3				President/Chair: Treasurer: Clerk/Secretary:	
4				President/Chair: Treasurer: Clerk/Secretary:	
5				President/Chair: Treasurer: Clerk/Secretary:	

REFERENCES
(Exhibit 1.9)

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

Corporation Name: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1 Dr. Nicholas DiNunno, Sr.	978-342-8710 drnick@dinnnofamilydental.com	Long standing customer, now semi-retired, practice is run by his son, Nick.	Spring 1987 to present
2 Mr. Walter Dwyer	978-772-3306 Walter.dwyer@nmsb.com	President of North Middlesex Savings Bank where applicant has done business since 1994	2009 to present
3 Ms. Laurie Rocco	617-626-1700 Laurie.Rocco@ma.us	Industry Regulator	2013 to present

EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: Central Ave Compassionate Care 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	John Hillier	██████████	jhillier@centralavecare.org	31 Central Avenue Ayer, MA 01423
2	Chief Financial Officer/Director of Finance	John Hillier	██████████	jhillier@centralavecare.org	31 Central Avenue Ayer, MA 01432
3	Chief Operations Officer/Director of Operations	John Hillier	██████████	jhillier@centralavecare.org	31 Central Avenue Ayer, MA 01432
4	Cultivation Consultant	Shayne Lynn	██████████	Shayne@cvdvt.org	31 Central Avenue Ayer, MA 01432
5	MIP Consultant	Bridget Conry	██████████	Bridget@cvdvt.org	31 Central Avenue Ayer, MA 01432
6	Other(specify)				

RESUMES FOR EXECUTIVE MANAGEMENT TEAM (Exhibit 2.2)
--

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

Corporation Name: Central Ave Compassionate Care, Inc.
 Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Chief Executive Officer/ Executive Director	John Hillier
2	Chief Financial Officer/Director of Finance	John Hillier
3	Chief Operations Officer/Director of Operations/Other	John Hillier
4	Cultivation Consultant	Shayne Lynn
5	MIP Consultant	Bridget Conry
6	Other(specify)	

John H. Hillier

ORIGINAL

Career Overview

- A three-decade business career that includes successfully founding, managing and expanding two state-regulated, green-industry businesses
- President, Kelman Hill Properties, Inc. D/B/A Turf-Logic actively involved with financial and personnel operations requiring 6-8 hours per week.
- Founder of Central Ave Compassionate Care, Inc., a non-profit organization seeking certificate of registration from the Commonwealth of Massachusetts to operate as a Registered Marijuana Dispensary.

Special Skills

- Corporate and financial management
- Plant and soil science
- Succeeding in a regulatory environment
- Licensed general contractor
- Mechanical and equipment operation
- Licensed real estate broker
- Marketing

Experience

Founder, Chairman and Executive Director
Central Ave. Compassionate Care, Inc.
Ayer, MA

January 2013 – Present

Founded non-profit organization to seek one of 35 certificates of registration to operate a medical marijuana dispensary for the benefit of qualified patients managing debilitating illnesses. Successfully completed Phase One of the application process, obtained strong municipal support for the project, and secured a centrally located facility from which to serve a 20-community service area. Recruited local legal and medical expertise as well as experts in the field of medical marijuana affiliated with a licensed dispensary in the State of Vermont.

Founder and President
Kelman Hill Properties, Inc. D/B/A Turf-Logic
Shirley, MA

2002 - Present

Organized and funded start-up corporation providing plant healthcare services to residential customers in the Central Massachusetts and Metrowest markets. Expanded through acquisitions to the North Shore and Metro-North markets. Currently servicing 1,600 clients with annual revenues in excess of \$1 million. Company is partially employee-owned with continuing stock options being exercised.

Trustee

1997 to Present

Brown Realty Trust

ORIGINAL

Shirley, MA

Purchased distressed properties from owners or banks by auction. Renovated, sold or retained for rental income. Starting in 2002, has been responsible for the contracting of services to maintain four single-family rental units.

Sub contractor

1998-2002

All-Star Enterprises*Shirley, MA*

Set up testing lab to conduct NOCSAE testing to football and baseball helmets. Tested, compiled data, interpreted results. Targeted potential weak areas to seek failure thresholds. Experiment with positioning, selection and combinations of padding to maximize protection. Tested significant sample size of various models and sizes to ensure product met or exceeded safety protection standards. Maintained and calibrated equipment daily to ensure accurate results.

Contractor

1998-2002

Holdenwood Land Trust*Shirley, MA*

Land management of 200 acres of private conservation land. Selected, cut and stumped trees throughout acreage reclaiming historic fire roads and connecting roads to provide a network totaling 10 kilometers. Excavated and filled areas as needed. Constructed granite block and stone walls and bridges as designed by landowner. Maintained pH and fertility of field grasses on roads and adjacent areas. Planted azaleas and forsythia throughout property.

Co-Founder, President

1991-1997

Nutri-Lawn, Inc.*Sterling, MA*

Organized and provided 100% funding to start-up corporation providing plant health care services to commercial and residential customers in Central Massachusetts and Metrowest. Negotiated and executed the sale of the company at a profit to a national chain.

Owner

1985 to 1994

J.H. Hillier Landscaping*Shirley, MA*

Sole proprietor of part-time landscaping company while attending college. Lead to full time employment up graduating. Managed up to two mowing crews and one construction crew totaling up to eight employees. Negotiated and executed the sale of the company.

1997-1998 Renovated personal residence, 1812 antique colonial selected and hired various skilled contractors to preserve the antiquity paying special attention to period details while replacing 120' foundation sills, first floor deck, and all mechanicals.

Professional Associations

- Member, Massachusetts Association of Lawn Care Professionals 1994-1999.
- Board of Directors, Massachusetts Association of Lawn Care Professionals 2002-2010. ORIGINAL

Education

- Greenfield Community College - Associates Degree Television Communications
- Fitchburg State College - BS Business Management
- U-Mass Amherst Department of Plant and Soil Science, Certificate of Completion
- Department of Agriculture continuing education units

Community involvement,

- Donations of labor and materials to local towns in maintaining turf grass areas annually.
- Secured nursery trees and donated to local DPW's.
- Provided labor and materials to maintain trees on town grounds.
- Donated annually to local fire departments, police departments, veterans associations, Blister Buddies MS fundraiser, First Parish Meeting House Building Trust, Councils on Aging

SHAYNE LYNN | CV

ORIGINAL

Founder and Executive Director

Champlain Valley Dispensary, Inc. Burlington, VT
 State licensed non-profit medical marijuana dispensary
 5 full time employees & 10 part time employees

January 2012-Present

Founder and Executive Director

Southern Vermont Wellness, Inc., Brattleboro, VT
 State licensed non-profit medical marijuana dispensary
 2 full time employees & 3 part time employees

November 2013-Present

Principle and Director of Agricultural Management

Ceres Project Management, LLC Burlington, VT
 Member of National Cannabis Industry Association (NCIA)

June 2013-Present

Cultivation Director and Board Member PCMV

Patient Centric Martha's Vineyard, Inc. West Tisbury, MA

June 2013-Present

Executive Management and Board Member CACCI

Central Ave. Compassionate Care, Inc. Ayer, MA

July 2013-Present

Commercial Photographer

Shayne Lynn Photography, Burlington, VT
 1 full time employee & 3 part time employees

1998-Present

PUBLICATIONS

Backcountry Magazine, ESPN The Magazine, Men's Journal, National Geographic Adventure, Powder Magazine, SKI Magazine, SKIING Magazine, Outside Magazine, Rock and Ice, Vermont Medicine, Vermont Quarterly, Vermont Vows, Yankee Magazine.

CLIENTS/PROFESSIONAL EXPERIENCE

Arapahoe Basin, Briko Sunglasses, The Basin Harbor Club, Boeri Helmets USA, Bolton Valley, Burlington Yoga, Dynastar Skis USA, Eclipse Sports and Marketing, Cannon Mountain Ski Area, Colorado Ski Country USA, The Inn at Essex, The Inn at Mountain View, Grand Isle Lake House, Ion Design, Lasse Kjus Clothing International, Lotus, Loveland Ski Area, Monarch Ski Area, No Fear Clothing, Propeller Media Works, Middlebury College, Rossignol Skis USA, Saint Michael's College, Salomon Sports North America, Scott USA, Shelburne Farm and Inn, Spruce Peak Resort, Stowe Resort, Sugarbush Resort, Topnotch Resort and Spa, University of Vermont, Yoga Vermont.

Technica USA & Volkl USA | Regional Development Associate

Independent satellite office in Vail, CO
 Directed and administered sponsorship program of 150 athletes in 5 states
 Annual ski and boot sales totaling over 1.5 million dollars
 Provided World Cup ski & boot technician service to U.S. Ski Team

1994-1997

Green Mountain Valley School Alpine Ski Coach

World class ski academy, private boarding school in Waitsfield, VT
 Coached, managed and supervised training and travel for group of 8 racers, 13 to 16 years old to the Eastern Junior Olympics

1993-1994

ORIGINAL

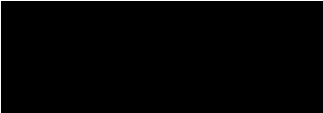
EXHIBIT 2.2

Shayne Lynn, Cultivation Consultant

Education

Undergraduate Studies, Brooks Institute of Photography and Film, Santa Barbara, CA, 1997-1999
B.A., Political Science and Economics, University of Vermont, Burlington, VT, 1993

Bridget Conry



ORIGINAL EXHIBIT 2.2
Bridget Conry, MIP Consultant

EDUCATION:

- Williams College, Williamstown, MA.
1991~1993
- BA Degree in Political Science, dean's list graduate
- University of Vermont, Burlington, VT.
1989~1991
- Course work in Political Science, dean's list
 - Full Division 1 Basketball Scholarship
- Choate Rosemary Hall, Wallingford, CT.
1988~1989
- Honors Graduate

HERBAL COURSEWORK AND CERTIFICATIONS:

- Monarda Herbal Apothecary, Phoenicia, NY 2002
- Graduate of Introduction to Plant-Based Medicine: 200 hour course
- Goldthread Herbal Apothecary, South Conway, MA 2006
- Graduate of Farm to Pharmacy Program (FTP): 315 hour course
- Floracopeia, Nevada City, CA 2009 & 2013
- Graduate of Introduction to Therapeutics of Aromatherapy: 60 hour course
 - Currently enrolled in Essential Oil Therapeutics of Ayurvedic Medicine: 250 hour course

CANNABIS INDUSTRY EXPERIENCE

- Champlain Valley Dispensary, Burlington, VT **MIPs and Wellness Programs Director** 2012-present
- Commercial kitchen design, menu development and staff management for CVD MIPs program, all in compliance with VMMP and DPH guidelines
 - Development of alternative health opportunities and educational events for CVD patient registry
 - Community outreach to develop lines of communication between CVD, patients, doctors/health practitioners, government and the community at large in order to facilitate a medical cannabis system that will best serve its clients
- Southern Vermont Wellness, Brattleboro, VT **MIPs and Wellness Programs Director** Nov. 2013-
- Responsibilities and functions equivalent to those at Champlain Valley Dispensary
- Ceres Project Management, Burlington, VT **Infused Products Development** June 2013-
- Consulting services relating to commercial kitchen design, menu development, extraction and potency techniques and staff training on best manufacturing practices including safe and sanitary food handling for state regulated, MIPs producing cannabis organizations

Board Membership

- Southern Vermont Wellness, Brattleboro, VT **Board of Directors**
Central Ave Compassionate Care, Inc, Ayer, MA **Board of Directors**
Manna Wellness, Pittsfield, MA **Advisory Board**

EMPLOYMENT EXPERIENCE

ORIGINAL EXHIBIT 2.2
Bridget Conry, MIP Consultant
2008-2013

Haven Café & Bakery, Lenox, MA **General Manager**

- Responsibilities include maintaining a work force of 35+ employees for a café with a capacity to serve 80, customer service, oversight of daily operating budgets, menu development, inventory controls, social media management, expediting the cooks' line and directing catered events
- Assisted with the creation of a second location in Great Barrington, MA in July 2013

Goldthread Herb Farm, South Conway, MA **Kitchen Manager for the FTP Program**

2009-2011

- Developed menus and prepared meals for the students, drawing from the medicinal/nutritional herbs growing on site and from the harvests of organic farms in the surrounding area.
- Consulted students on the therapeutic characteristics of these herbs and how to incorporate them into their daily diet.

Berkshire Culinary INC., Pittsfield MA **Sous Chef and Service Manager**

2005-2008

- Assisted in the preparation of meals for full-service catering company
- Managed service teams during off-site events

Sunfrost Farm, Woodstock, NY **Café and Juice Bar Manager**

2003-2005

- Managed staff and inventory for bustling juice bar serving organic fruit and vegetable juices, soups and sandwiches.

Kripalu Center for Yoga and Health, Stockbridge, MA **Kitchen Team Leader**

1998-1999

- One of two leaders who managed the integration of the departments within the Kripalu kitchen (cooks' team, vegetable preparation, and service and sanitation), at the time, the region's largest vegetarian operation, servicing 200-600 diners per day

Greenmarket, CENYC, NYC **Market Manager and Asst. Special Events Coordinator**

1997-1998

- On-site management duties for various farmers' markets located throughout Manhattan included: space delegation, rent collection, inventory oversight, market promotions, customer relations and negotiations with local community boards
- Assistant Special Events Coordinator for the network of 24 markets located throughout the five boroughs. Worked with the nation's finest chefs, cook book authors, charity groups and food-related media on the organization of promotional events at market
- Managed the constant flow of local, national and international media requests for use of Greenmarket sites in print, radio, television and motion pictures

The City Bakery, INC., New York, New York **General Manager**

1993-1997

- Maintained staff of 40, foh and kitchen, split between two retail bakery/cafes located off Union Square and in Sony Plaza
- Collaborated with Chef/Owner Maury Rubin on all aspects of business including financial forecasts and budgets, sales strategies, and menu and store design
- Supervised full-service catering department
- Maintained staff of 20, kitchen/office/delivery, for wholesale bakery
- Co-directed the expansion of the wholesale business into a new 4000 sq. ft facility that operated 24 hrs/day~365 days/year
- Aided in the development of new product lines: fresh-baked, frozen doughs and packaged goods

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: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Total Capital needed for this application: \$ 500,000

Attach one-page bank statement.



ORIGINAL

11/15/2013

The Honorable Cheryl Bartlett
Commissioner
Massachusetts Department of Public Health
250 Washington St, 2nd Floor
Boston, MA 01208

RE: Central Ave Compassionate Care

Dear Commissioner Bartlett,

On August 1st, 2013 Mr. John Hillier opened a business account here at North Middlesex Savings Bank under the name of his business, Central Ave Compassionate Care. The account number for Central Ave Compassionate Care is [REDACTED] and the routing number for the bank is [REDACTED]. The current balance as of 11/15/2013 is \$600,752.91. If you have any other questions regarding the account please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Donna Morel".

Donna Morel
Vice President / Retail Banking Manager
North Middlesex Savings Bank
978-772-8502 x1192
Fax: 978-772-4719
NMLS #744354

Ayer ■ Devens ■ Groton ■ Littleton ■ Lunenburg ■ Pepperell ■ Shirley

www.nmsb.com ■ ■

7 Main Street ■ PO Box 469 ■ Ayer, MA 01432 ■ 978-772-3306 ■ Fax: 978-772-9131

Member FDIC ■ Member DIF ■ Equal Housing Lender

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

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

Corporation Name: Central Ave Compassionate Care, 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 John H. Hillier, TTR Central Realty Trust	PO Box 1334 Shirley, MA 01464	\$ 36,000 6.7%	9 month's rent in kin	Landlord	Lease
2 John H. Hillier	31 Central Ave. Ayer, MA 01432	\$500,000 93.3%	Cash	Chairman, Board of Directors, President	Loan
3		\$ %			

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:	\$ %			
2	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: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$N/A	Completed
2	Environmental survey	\$N/A	Completed
3	Permits and Fees	\$N/A	Completed
4	Security assessment	\$N/A	Completed
5	Land/building cost	\$N/A	
6	Site clean-up and preparation	\$N/A	
7	Other- describe	\$	
8	_____	\$	
9	_____	\$	
	Build-out Costs		
1	Construction expenses	\$83,500	
2	Painting and finishes	\$	Included in construction expenses
3	Security system	\$36,000	
4	Landscape work	\$14,000	
5	Parking facility	\$	
6	Other- describe	\$	
7	_____	\$	
8	_____	\$	
9	_____	\$	
	Equipment Costs		
1	Vehicles and transportation	\$	Vehicle will be provided by Executive Director
2	Cultivation equipment	\$67,000	
3	Furniture and storage needs	\$10,000	
4	Computer equipment	\$10,000	
5	HVAC	\$25,000	
6	Kitchen/food prep equipment	\$20,000	Major appliances will be leased
7	Other- describe	\$	
8	_____	\$	
9	_____	\$	
	TOTAL	\$ 265,500	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

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

Corporation Name: Central Ave Compassionate Care, Inc. Application # (if more than one): _____
Budget Period: 9/1/2014 to 8/31/2015
Projected Number of Patients: 768 and Number of Visits: 3,432

		Year ONE Budget	Budget Notes ¹
REVENUE			
1	Medical Marijuana sales	\$1,801,800	Dried flowers and MIPs
2	Other supplies sold	\$90,090	Vaporizers and accessories
3	Other revenue sources	\$N/A	
A	TOTAL REVENUE:	\$1,891,890	
PAYROLL EXPENSES			
	Personnel Category	# FTE	
1	Dispensary Agent Fees ⁱⁱ		All agents as planned + possible turnover
2	Director Fees		5 members meeting bi-monthly \$500/meeting
3	EMT and Staff	8	
4			
B	TOTAL SALARIES	5	\$437,600 Inc
C	Fringe Rate and Total	11%	\$45,496 \$413,600 X .11
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$483,096 26% of revenue
OTHER EXPENSES			
1	Consultants	\$60,000	Projected to be high for year one
2	Equipment	\$11,000	Vehicle maintenance, repair and fuel
3	Supplies	\$16,000	
4	Office Expenses	\$1,800	
5	Utilities	\$62,160	Electricity = \$50,400
6	Insurance	\$14,009	General and Product Liability and Workers Comp
7	Insurance, health	\$19,968	
8	Interest	\$60,000	
9	Depreciation, equipment	\$18,733	
10	Amortization, leasehold improvements	\$9,000	
11	Amortization, build out	\$26,700	
12	Leasehold Expenses	\$48,000	Facility
13	Bad Debt	\$	
14	Lease Equipment	\$3,180	Kitchen equipment
15	Testing	\$48,600	540 test samples
16	Registration Fees	\$50,000	
17	Taxes, federal	\$643,242	
17	Software Support	\$3,600	
E	TOTAL OTHER EXPENSES	\$1,095,992	

	TOTAL EXPENSES: (D+E)	\$1,579,088	
	DIFFERENCE	\$312,802	Budget for Compassionate Care Program

ⁱ Enter short explanation of expenses

ⁱⁱ Enter detail as appropriate for the applicant and more rows as needed

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

Corporation Name: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Fiscal Year Time Period: September 1 to August 31

Projected Start Date for the First Full Fiscal Year: September 3, 2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2014-2015	SECOND FULL FISCAL YEAR PROJECTIONS 2015-2016	THIRD FULL FISCAL YEAR PROJECTIONS 2016-2017
Projected Revenue	\$1,891,890	\$2,649,600	\$3,179,520
Projected Expenses	\$1,579,088	\$2,118,622	\$2,480,757
TOTAL :	\$312,802	\$530,978	\$698,763
Number of Patients	768	920	1022
Number of Patient Visits	3,432	5520	6156
Projected % of growth rate annually	100%	36%	17%
Total FTE in staffing	\$459,096	\$615,854	\$655,163
Projected Medical Marijuana Inventory	321.75lbs.	517.5lbs.	621lbs.

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: Central Ave Compassionate Care, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
31 Central Avenue, Ayer, MA 01432	Middlesex	Lease

**COMMERCIAL LEASE
31 CENTRAL AVENUE
AYER, MA 01432**

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This "LEASE" is made this 6th day of September 2013, by and between JOHN H. HILLIER, TRUSTEE, CENTRAL REALTY TRUST, P.O. BOX 1334, SHIRLEY, MA 01464 ("LANDLORD") and JOHN H. HILLIER, PRESIDENT, CENTRAL AVE COMPASSIONATE CARE, INC. 31 CENTRAL AVE. AYER, MA 01432 ("TENANT"). Pursuant to the terms of the "LEASE", "LANDLORD" agrees to lease the "PREMISES" (hereinafter defined), to "TENANT" and "TENANT" agrees to lease the "PREMISES" from "LANDLORD" on the terms set forth.

- 1.) **"PREMISES"**: The Premises shall mean **31 CENTRAL AVENUE, AYER, MA 01432**,
- 2.) **"TERM"**: The Term of this Lease shall be for the period of 5 years commencing on September 6, 2013 (the "Commencement Date") and ending on October 31, 2018 (the "Termination Date").
- 3.) **"RENT"**: The rent for the Premises is \$4,000.00 per month which is due in advance, on the 1st day of each calendar month. Rent shall be deferred for the first nine months in exchange for leasehold improvements to be made by tenant. Rent shall be paid to Central Realty Trust. In addition, Rent that is not received by Landlord within 6 days of the due date shall pay a late charge of \$100.00. Tenant also agrees to a \$35.00 returned check fee.
- 4.) **"UTILITIES/CLEANING"**: Tenant agrees to pay, as they become due, the charge for electricity, water and any other utilities furnished to the Premises that are separately metered, including fuel for heat and electricity. The Landlord shall have no other obligation to provide any equipment or utilities within the Premises. No utilities for use within the Premises shall be installed or connected by Tenant without written authorization from the Landlord. The Landlord shall have no liability for non-delivery or interruption of utilities to Tenant and Tenant shall have no right to abate Rent on account of same.
- 5.) **"CONDITIONS AND POSSESSION"**: Landlord agrees to maintain the structure of any building of which the Premises is part in the same condition as the structure is on Commencement Date, excepting reasonable wear and tear and damage by fire and other casualty. The Premises are accepted by Tenant in "as is" condition without any other warranty or representation from Landlord. The Landlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the Commencement Date for such space shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. In the event that the Tenancy is interrupted or terminated as a result of *Force Majeure* or other act beyond the control of the Landlord, as defined in Paragraph 23, shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. Tenant agrees that Tenant shall have the duty to comply with the requirements of the Americans with Disabilities Act ("ADA") concerning use of the Premises and Tenant agrees to indemnify and defend Landlord with regard to any claim alleging violation of the "ADA" or similar law or regulation.
- 6.) **SECURITY DEPOSIT**: Tenant shall pay a "Security Deposit" to Landlord in the amount of \$4,000.00 upon the execution of this lease. The Security Deposit shall be maintained by

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Landlord, without interest, as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent, nor a measure of damages. Landlord may use or apply all or part of the Security Deposit to satisfy past due Rent or to cure any Default of Tenant. If Landlord uses or applies any part of the Security Deposit, Tenant shall upon demand, replenish the Security Deposit to its original amount, within thirty (30) days. Landlord agrees to return any remaining balance of the Security Deposit to tenant within forty-five (45) days after: a) the date Tenant surrenders the Premises to Landlord; or b) final determination of the Rent due from Tenant; whichever is later. Landlord shall not be required to hold the Security Deposit in a separate account.

- 7.) **PERMITTED USE:** The premises shall be used for general business including a Registered Medical Marijuana facility to cultivate, process, prepare, package and/or dispense medical marijuana. No other use of the Premises is permitted. Tenant shall not use the Premises in a manner that interferes with the quiet enjoyment of any property or premises owned or occupied by any other person. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of each municipal, state or other local governmental entity. ("Laws") regarding the conduct of Tenant's business and the use, condition, maintenance and occupancy of the Premises. No oil or hazardous material and no toxic material or substance, including any material or substance, defined or regulated by Massachusetts General Laws Chapter 21E, Section 1 et seq., shall be brought to or permitted to remain at the Premises. Tenant shall not make any use of the Premises that renders the Premises uninsurable or that materially increase the cost of insurance to Landlord. The Tenant shall not make any improvement or structural change to the Premises or erect a sign without written consent of the Landlord. Reasonable non-structural changes may be made within the Premises with prior authorization of the Landlord and Landlord agrees that consent shall not be unreasonably delayed or withheld. At the Termination Date any alterations or improvements made by the Tenant that remain at the Premises shall become the sole property of the Landlord. Landlord may, by written notice to Tenant at least thirty (30) days prior to the Termination Date, require Tenant, at Tenant's sole expense, to remove any alteration or improvement installed by or for the benefit of the Tenant.
- 8.) **ENTRY by LANDLORD:** Landlord has the right to enter the Premises to inspect, clean and make repairs, improvements or additions and to perform maintenance, repairs, improvements or additions to any portion of the structure in which the Premises is located, providing the requirements of 105 CMR Department of Public Health 725.110, (c) (4) are met. Entry by Landlord shall neither constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.
- 9.) **ASSIGNMENT and SUBLETTING:** Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use or occupy any portion of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Within fourteen (14) business days after the receipt of signed copies of any assignment, sublease, transfer or encumbrance and any other information as the Landlord requests. Landlord shall either: a) consent to the assignment, sublease, transfer or encumbrance by executing a consent agreement in a form satisfactory to Landlord; b) refuse to consent to the Transfer; or c) exercise its right to recapture any portion of the Premises that Tenant proposes to assign, sublease, transfer or encumber. Tenant shall pay Landlord as additional rent, fifty percent (50%) of all rent and other consideration that Tenant receives as a result of any assign, sublease, transfer or encumber that is in excess of the Rent payable to Landlord for the relevant portion of the remaining Term. If Tenant is in default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

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- 10.) **LIENS:** Tenant shall not permit a mechanic's lien or other lien to be placed upon the land or structure in which the Premises is located in connection with any work done by or for the benefit of Tenant. Tenant shall, with ten (10) days of notice from Landlord, fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by Law. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorney's fees.
- 11.) **INDEMNIFICATION and WAIVER:** Tenant hereby waives all claims against and release Landlord and its officers, directors, employees, trustees, beneficiaries, partners, mortgages and each of their successors and assigns from all claims for any injury to or death of persons, damage to property or business loss in any manner related to: a) any act of third party; b) any act of God; c) bursting or leaking of any tank, pipe, drain or plumbing fixture; d) failure of any security service, personnel or equipment; or e) any *Force Majeure* or other matter outside of the reasonable control of Landlord. Except to the extent caused by the negligent or willful misconduct of Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from all claims, debts, demands, liabilities, obligations, damages, penalties, costs and expenses, including, without limitations, reasonable attorney's fees and expenses, that may be imposed by or against Landlord arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions of Tenant or any of Tenant's guests, invitees, assignees, subleases, contractors or licensees.
- 12.) **INSURANCE:** Tenant shall maintain the following insurance ("Tenant's Insurance"): a) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000 dollars and \$3,000,000 dollars in aggregate, annually; The deductible for such a liability policy shall be no higher than \$5,000 per occurrence.
b) property- business interruption insurance issued on all risk or special perils form, with coverage for water damage including sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's equipment, fixtures, furniture, inventory, merchandise and other personal property in the Premises as well as any leasehold improvements for the benefit of the Tenant; workers' compensation insurance to the extent required by law, Each commercial general liability insurance policy shall name Landlord (or its successors and assignees) and their respective officers, directors, employees, and agents, and other designees of Landlord and its successor as the interest of such designees shall appear, as additional named insured(s). All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance no later than the Commencement Date or the date Tenant is provided with possession of the Premises, whichever is earlier. During the Term, the Tenant shall provide evidence of renewal or existence of such insurance as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.
- 13.) **SUBROGATION:** Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all causes of actions, claims, actions and rights of recovery against the other for any loss or damage with respect to Tenant's personal property, leasehold improvements, the structure in which the Premises is located, the Premises or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is

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(or would have been, had the insurance requires by the Lease been obtained) covered by insurance.

- 14.) **FIRE or CASUALTY:** The Landlord has the right to terminate this Lease if any or any part of the Premises is damaged by fire or other casualty to the extent that it cannot reasonably be repaired within one hundred (100) days after the date of such fire or casualty. This right of termination is exercisable by written notice to Tenant within sixty (60) days of the date of the fire or other casualty. If this Lease is not terminated, Landlord shall promptly and in good faith, seek to restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the fire or other casualty, except for modifications required by law. Upon notice from Landlord, Tenant shall assign to landlord (or Landlord's designee) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any leasehold improvements of the Landlord for the benefit of Tenant; any insurance for leasehold improvements paid by Tenant may be retained by Tenant or used to restore the Premises, provided that if the estimated cost to repair such leasehold improvements by the Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to landlord prior to Landlord's commencement of repairs. Within fourteen (14) days of demand, Tenant shall also pay Landlord for any excess costs identified during the course of repair work. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the fire or other casualty or the repair work. Provided that the Tenant is not in default, during any period of time that all or a material portion of the Premises is rendered unusable as a result of the fire or other casualty, the Rent shall abate for the portion of the Premises that is unusable.
- 15.) **EMINENT DOMAIN:** Either party may terminate this Lease if any substantial part of the Premises is taken or condemned for any public use under law or by eminent domain. Landlord shall also have the right to terminate this Lease if there is such a taking of any portion of the structure in which the Premises is located or the land on which it is situated that would have a material adverse impact on Landlord's ability to operate the remainder of the structure/land. The termination party shall provide written notice of termination to the other party within sixty (60) days after first receipt of any notice of the taking. The termination shall be effective on the date the taking becomes effective. All compensation awarded for a taking or sales proceeds shall be the property of the Landlord.
- 16.) **TENANT'S DEFAULT:** A "Tenant's Default" shall mean and include a circumstance when; a) the Tenant fails to pay all Rent when due, if such failure continues for three (3) business days after written notice to Tenant which notice shall be in satisfaction of, and not in addition to, notice required by Law; or b) Tenant's failure to comply with any term, condition, requirement or covenant of this Lease (other than non-payment of Rent), if such failure is not cured within thirty (30) business days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by law; or c) Tenant is declared bankrupt or insolvent or if any property of Tenant is the subject of an assignment for the benefit of creditors. If cure is not possible within 30 days, Tenant shall not be in breach if substantial activity to cure is commenced in 30 days.

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- 17.) **LANDLORD'S REMEDIES:** In the event of a Tenant's Default, Landlord shall have the right to terminate this Lease or terminate Tenant's right to possession. Upon receipt of a notice of termination Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may enter upon and take possession of the Premises, in compliance with law. Notwithstanding the foregoing, the Tenant shall pay Landlord all past due Rent and other damages, losses and expenses suffered by Landlord as a result of Tenant's Default. Those costs and expenses shall include the costs and expenses incurred in re-letting or attempting to re-let the Premises, including reasonable attorney's fees, brokerage fees, the cost of physical alterations to the Premises and the reasonable value of other allowances or concessions granted to a new Tenant. The Landlord has the right to collect all rents and other payments from any re-letting. The Landlord shall not be responsible or liable for any delay or inability to re-let all or part of the premises or for the failure to collect any rent. In lieu of determining damages as described as above, Landlord may elect to receive as damages the sum of; a) all Rent accrues through the date of Termination of this Lease or of Tenant's right to possession, and b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, comparably discounted, after deducting all anticipated costs of re-letting. If Tenant is in default of any of the non-financial duties under the Lease, Landlord shall have the right to perform such duties. Upon Demand, Tenant shall reimburse Landlord for the cost of such performance plus an administrative fee equal to ten percent (10%) of the cost of the work performed. Termination of Tenant's Lease or right to possession or Landlord's entry on all or part of the Premises shall not relieve Tenant of its duties and liabilities under the Lease. Each right and remedy of the Landlord shall be separate and in addition to any other right and remedy now available or hereafter available to Landlord.
- 18.) **LANDLORD'S DEFAULT:** Before filing suit for any alleged default by the Landlord, Tenant shall give Landlord and each Mortgagee about whose identity Tenant has been notified, written notice and a reasonable time to cure the alleged default. In the event of a default by the Landlord in the terms of this Lease, no individual officer, director, agent, servant, employee, trustee, stockholder or beneficiary of the Landlord shall be personally liable for performance of the Landlord's obligations.
- 19.) **SUBORDINATION:** Tenant agrees that this lease is subject to and subordinate to each mortgage, ground lease or the other lien now or subsequently arising on the Premises, or on the land or structure in which the Premises is located. Tenant's agreement applies to any refinancing, renewal, modification, and extension of the mortgage. Upon request of the holder of a mortgage, Tenant shall execute a commercially reasonable subordination agreement. As an alternative, any mortgagee shall have the right, at any time, to subordinate its mortgage to this Lease. Upon request, Tenant shall deliver a commercially reasonable estoppels certificate to those parties as are reasonably requested by Landlord, without payment within ten (10) days after receipt of a written request. Tenant shall receive notice of any default by Landlord in its mortgage obligations.
- 20.) **NOTICE/ADDRESSES:** All demands, approvals, consents or notices shall be in writing and delivered by hand or sent by registered or certified mail with a return receipt requested, or sent by overnight or same day service by hand at the party's respective address, set forth below. Each notice shall be deemed to have been received on the date of actual delivery or the date on which delivery is refused, whichever is earlier. If Tenant has vacated the Premises without providing a new address, each notice to Tenant shall be deemed to have been received three (3) days after notice is deposited in the mail of the United States Postal Service or with a delivery service as

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described above. Either party may, at any time, change the address set forth below (other than to a post office box) by giving the other party written notice of the new address.

- 21.) **SURRENDER of PREMISES:** At the termination of this Lease or Tenant's right of possession, Tenant shall remove all personal property and surrender the Premises to Landlord in good order and in "broom clean" condition, ordinary wear and tear and damage accepted, as requested by Landlord, any improvements or alterations made by Tenant. If Tenant fails to remove any of Tenant's personal property within two (2) business days after termination, Landlord, at Tenant's sole cost and expense, shall be entitled to remove and store Tenant's personal property. Landlord shall not be responsible for the safekeeping or preservation of Tenant's personal property. Tenant shall pay Landlord, upon demand, all costs of storage. If Tenant fails to remove Tenant's personal property from the Premises or from storage within thirty (30) days after delivery of notice, Landlord may deem all or any part of Tenant's property to be abandoned and title to that property shall vest in landlord. If Tenant fails to remove any of the alterations or improvements made by Tenant by the Termination Date and complete related repairs in a timely manner, Landlord may perform such work at Tenant's expense. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to two hundred percent (200%) of the sum of Rent and the Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or acceptance of payment from the Tenant after the termination of this lease shall extend the Term or prevent Landlord from immediate recovery of possession of the Premises.
- 22.) **MISCELLANEOUS:**
- 1.) **TIME/FORCE MAJEURE:** Time is of the essence of each provision of this Lease. The failure or delay of either party to declare a default immediately upon its occurrence or a delay in taking action for a default shall not constitute a waiver. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("*FORCE MAJEURE*"). *Force Majeure* does not include financial difficulties of a party.
 - 2.) **ATTORNEY'S FEES/COSTS OF SUIT:** If either party commences suit for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.
 - 3.) **SALE/ASSIGNMENT:** Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Lease, including the Security Deposit, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of any Security Deposit.
 - 4.) **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be


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modified only by a written agreement signed by Landlord and Tenant. This Lease shall be interpreted and enforced in accordance with the Laws of the Commonwealth of Massachusetts.

- 5.) **EXECUTIVE ORDER 13224:** Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of the Tenant and that Tenant is not, and entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

ALSO, SEE ATTACHED ADDENDUM "A"

IN WITNESS WHEREOF, the parties have set forth their hands and seals:


TENANT 9/6/2013
DATE
JOHN H. HILLIER, PRESIDENT
CENTRAL AVE. COMPASSIONATE CARE, INC
31 CENTRAL AVE.
AYER, MA 01432


LANDLORD 9/6/13
DATE
JOHN H. HILLIER-TRUSTEE
CENTRAL REALTY TRUST
P.O. BOX 1334
SHIRLEY, MA 01464

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ADDENDUM "A"

- 1.) **Snow plowing**- the parking lot and front walkway will be plowed and shoveled by the tenant. All areas are to be kept free of ice and snow and shall remain passable at all times.
- 2.) **Over-night parking** of vehicles is prohibited during snowstorms. During the months of December through March, cars and trucks must be removed prior to snowstorms.
- 3.) **NO PETS.** Pets are not allowed on the premises.
- 4.) **Water-** no unauthorized use of the public water supply is allowed. No alteration of the existing plumbing is allowed.

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: Central Ave Compassionate Care, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
31 Central Ave, Ayer, MA 01432	Middlesex	Lease

**COMMERCIAL LEASE
31 CENTRAL AVENUE
AYER, MA 01432**

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This "LEASE" is made this 6th day of September 2013, by and between JOHN H. HILLIER, TRUSTEE, CENTRAL REALTY TRUST, P.O. BOX 1334, SHIRLEY, MA 01464 ("LANDLORD") and JOHN H. HILLIER, PRESIDENT, CENTRAL AVE COMPASSIONATE CARE, INC. 31 CENTRAL AVE. AYER, MA 01432 ("TENANT"). Pursuant to the terms of the "LEASE", "LANDLORD" agrees to lease the "PREMISES" (hereinafter defined), to "TENANT" and "TENANT" agrees to lease the "PREMISES" from "LANDLORD" on the terms set forth.

- 1.) **"PREMISES"**: The Premises shall mean 31 CENTRAL AVENUE, AYER, MA 01432,
- 2.) **"TERM"**: The Term of this Lease shall be for the period of 5 years commencing on September 6, 2013 (the "Commencement Date") and ending on October 31, 2018 (the "Termination Date").
- 3.) **"RENT"**: The rent for the Premises is \$4,000.00 per month which is due in advance, on the 1st day of each calendar month. Rent shall be deferred for the first nine months in exchange for leasehold improvements to be made by tenant. Rent shall be paid to Central Realty Trust. In addition, Rent that is not received by Landlord within 6 days of the due date shall pay a late charge of \$100.00. Tenant also agrees to a \$35.00 returned check fee.
- 4.) **"UTILITIES/CLEANING"**: Tenant agrees to pay, as they become due, the charge for electricity, water and any other utilities furnished to the Premises that are separately metered, including fuel for heat and electricity. The Landlord shall have no other obligation to provide any equipment or utilities within the Premises. No utilities for use within the Premises shall be installed or connected by Tenant without written authorization from the Landlord. The Landlord shall have no liability for non-delivery or interruption of utilities to Tenant and Tenant shall have no right to abate Rent on account of same.
- 5.) **"CONDITIONS AND POSSESSION"**: Landlord agrees to maintain the structure of any building of which the Premises is part in the same condition as the structure is on Commencement Date, excepting reasonable wear and tear and damage by fire and other casualty. The Premises are accepted by Tenant in "as is" condition without any other warranty or representation from Landlord. The Landlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the Commencement Date for such space shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. In the event that the Tenancy is interrupted or terminated as a result of *Force Majeure* or other act beyond the control of the Landlord, as defined in Paragraph 23, shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. Tenant agrees that Tenant shall have the duty to comply with the requirements of the Americans with Disabilities Act ("ADA") concerning use of the Premises and Tenant agrees to indemnify and defend Landlord with regard to any claim alleging violation of the "ADA" or similar law or regulation.
- 6.) **"SECURITY DEPOSIT"**: Tenant shall pay a "Security Deposit" to Landlord in the amount of \$4,000.00 upon the execution of this lease. The Security Deposit shall be maintained by

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Landlord, without interest, as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent, nor a measure of damages. Landlord may use or apply all or part of the Security Deposit to satisfy past due Rent or to cure any Default of Tenant. If Landlord uses or applies any part of the Security Deposit, Tenant shall upon demand, replenish the Security Deposit to its original amount, within thirty (30) days. Landlord agrees to return any remaining balance of the Security Deposit to tenant within forty-five (45) days after: a) the date Tenant surrenders the Premises to Landlord; or b) final determination of the Rent due from Tenant; whichever is later. Landlord shall not be required to hold the Security Deposit in a separate account.

- 7.) **PERMITTED USE:** The premises shall be used for general business including a Registered Medical Marijuana facility to cultivate, process, prepare, package and/or dispense medical marijuana. No other use of the Premises is permitted. Tenant shall not use the Premises in a manner that interferes with the quiet enjoyment of any property or premises owned or occupied by any other person. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of each municipal, state or other local governmental entity. ("Laws") regarding the conduct of Tenant's business and the use, condition, maintenance and occupancy of the Premises. No oil or hazardous material and no toxic material or substance, including any material or substance, defined or regulated by Massachusetts General Laws Chapter 21E, Section 1 et seq., shall be brought to or permitted to remain at the Premises. Tenant shall not make any use of the Premises that renders the Premises uninsurable or that materially increase the cost of insurance to Landlord. The Tenant shall not make any improvement or structural change to the Premises or erect a sign without written consent of the Landlord. Reasonable non-structural changes may be made within the Premises with prior authorization of the Landlord and Landlord agrees that consent shall not be unreasonably delayed or withheld. At the Termination Date any alterations or improvements made by the Tenant that remain at the Premises shall become the sole property of the Landlord. Landlord may, by written notice to Tenant at least thirty (30) days prior to the Termination Date, require Tenant, at Tenant's sole expense, to remove any alteration or improvement installed by or for the benefit of the Tenant.
- 8.) **ENTRY by LANDLORD:** Landlord has the right to enter the Premises to inspect, clean and make repairs, improvements or additions and to perform maintenance, repairs, improvements or additions to any portion of the structure in which the Premises is located, providing the requirements of 105 CMR Department of Public Health 725.110, (c) (4) are met. Entry by Landlord shall neither constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.
- 9.) **ASSIGNMENT and SUBLETTING:** Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use or occupy any portion of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Within fourteen (14) business days after the receipt of signed copies of any assignment, sublease, transfer or encumbrance and any other information as the Landlord requests. Landlord shall either: a) consent to the assignment, sublease, transfer or encumbrance by executing a consent agreement in a form satisfactory to Landlord; b) refuse to consent to the Transfer; or c) exercise its right to recapture any portion of the Premises that Tenant proposes to assign, sublease, transfer or encumber. Tenant shall pay Landlord as additional rent, fifty percent (50%) of all rent and other consideration that Tenant receives as a result of any assign, sublease, transfer or encumber that is in excess of the Rent payable to Landlord for the relevant portion of the remaining Term. If Tenant is in default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

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- 10.) **LIENS:** Tenant shall not permit a mechanic's lien or other lien to be placed upon the land or structure in which the Premises is located in connection with any work done by or for the benefit of Tenant. Tenant shall, with ten (10) days of notice from Landlord, fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by Law. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorney's fees.
- 11.) **INDEMNIFICATION and WAIVER:** Tenant hereby waives all claims against and release Landlord and its officers, directors, employees, trustees, beneficiaries, partners, mortgages and each of their successors and assigns from all claims for any injury to or death of persons, damage to property or business loss in any manner related to: a) any act of third party; b) any act of God; c) bursting or leaking of any tank, pipe, drain or plumbing fixture; d) failure of any security service, personnel or equipment; or e) any *Force Majeure* or other matter outside of the reasonable control of Landlord. Except to the extent caused by the negligent or willful misconduct of Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from all claims, debts, demands, liabilities, obligations, damages, penalties, costs and expenses, including, without limitations, reasonable attorney's fees and expenses, that may be imposed by or against Landlord arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions of Tenant or any of Tenant's guests, invitees, assignees, subleases, contractors or licensees.
- 12.) **INSURANCE:** Tenant shall maintain the following insurance ("Tenant's Insurance"): a) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000 dollars and \$3,000,000 dollars in aggregate, annually ; The deductible for such a liability policy shall be no higher than \$5,000 per occurrence.
b) property- business interruption insurance issued on all risk or special perils form, with coverage for water damage including sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's equipment, fixtures, furniture, inventory, merchandise and other personal property in the Premises as well as any leasehold improvements for the benefit of the Tenant; workers' compensation insurance to the extent required by law, Each commercial general liability insurance policy shall name Landlord (or its successors and assignees) and their respective officers, directors, employees, and agents, and other designees of Landlord and its successor as the interest of such designees shall appear, as additional named insured(s). All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance no later than the Commencement Date or the date Tenant is provided with possession of the Premises, whichever is earlier. During the Term, the Tenant shall provide evidence of renewal or existence of such insurance as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.
- 13.) **SUBROGATION:** Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all causes of actions, claims, actions and rights of recovery against the other for any loss or damage with respect to Tenant's personal property, leasehold improvements, the structure in which the Premises is located, the Premises or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is

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(or would have been, had the insurance requires by the Lease been obtained) covered by insurance.

- 14.) **FIRE or CASUALTY:** The Landlord has the right to terminate this Lease if any or any part of the Premises is damaged by fire or other casualty to the extent that it cannot reasonably be repaired within one hundred (100) days after the date of such fire or casualty. This right of termination is exercisable by written notice to Tenant within sixty (60) days of the date of the fire or other casualty. If this Lease is not terminated, Landlord shall promptly and in good faith, seek to restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the fire or other casualty, except for modifications required by law. Upon notice from Landlord, Tenant shall assign to landlord (or Landlord's designee) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any leasehold improvements of the Landlord for the benefit of Tenant; any insurance for leasehold improvements paid by Tenant may be retained by Tenant or used to restore the Premises, provided that if the estimated cost to repair such leasehold improvements by the Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to landlord prior to Landlord's commencement of repairs. Within fourteen (14) days of demand, Tenant shall also pay Landlord for any excess costs identified during the course of repair work. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the fire or other casualty or the repair work. Provided that the Tenant is not in default, during any period of time that all or a material portion of the Premises is rendered unusable as a result of the fire or other casualty, the Rent shall abate for the portion of the Premises that is unusable.
- 15.) **EMINENT DOMAIN:** Either party may terminate this Lease if any substantial part of the Premises is taken or condemned for any public use under law or by eminent domain. Landlord shall also have the right to terminate this Lease if there is such a taking of any portion of the structure in which the Premises is located or the land on which it is situated that would have a metrical adverse impact on Landlord's ability to operate the remainder of the structure/land. The termination party shall provide written notice of termination to the other party within sixty (60) days after first receipt of any notice of the taking. The termination shall be effective on the date the taking becomes effective. All compensation awarded for a taking or sales proceeds shall be the property of the Landlord.
- 16.) **TENANT'S DEFAULT:** A "Tenant's Default" shall mean and include a circumstance when; a) the Tenant fails to pay all Rent when due, if such failure continues for three (3) business days after written notice to Tenant which notice shall be in satisfaction of, and not in addition to, notice required by Law; or b) Tenant's failure to comply with any term, condition, requirement or covenant of this Lease (other than non-payment of Rent), if such failure is not cured within thirty (30) business days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by law; or c) Tenant is declared bankrupt or insolvent or if any property of Tenant is the subject of an assignment for the benefit of creditors. If cure is not possible within 30 days, Tenant shall not be in breach if substantial activity to cure is commenced in 30 days.

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- 17.) **LANDLORD'S REMEDIES:** In the event of a Tenant's Default, Landlord shall have the right to terminate this Lease or terminate Tenant's right to possession. Upon receipt of a notice of termination Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may enter upon and take possession of the Premises, in compliance with law. Notwithstanding the foregoing, the Tenant shall pay Landlord all past due Rent and other damages, losses and expenses suffered by Landlord as a result of Tenant's Default. Those costs and expenses shall include the costs and expenses incurred in re-letting or attempting to re-let the Premises, including reasonable attorney's fees, brokerage fees, the cost of physical alterations to the Premises and the reasonable value of other allowances or concessions granted to a new Tenant. The Landlord has the right to collect all rents and other payments from any re-letting. The Landlord shall not be responsible or liable for any delay or inability to re-let all or part of the premises or for the failure to collect any rent. In lieu of determining damages as described as above, Landlord may elect to receive as damages the sum of; a) all Rent accrues through the date of Termination of this Lease or of Tenant's right to possession, and b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, comparably discounted, after deducting all anticipated costs of re-letting. If Tenant is in default of any of the non-financial duties under the Lease, Landlord shall have the right to perform such duties. Upon Demand, Tenant shall reimburse Landlord for the cost of such performance plus an administrative fee equal to ten percent (10%) of the cost of the work performed. Termination of Tenant's Lease or right to possession or Landlord's entry on all or part of the Premises shall not relieve Tenant of its duties and liabilities under the Lease. Each right and remedy of the Landlord shall be separate and in addition to any other right and remedy now available or hereafter available to Landlord.
- 18.) **LANDLORD'S DEFAULT:** Before filing suit for any alleged default by the Landlord, Tenant shall give Landlord and each Mortgagee about whose identity Tenant has been notified, written notice and a reasonable time to cure the alleged default. In the event of a default by the Landlord in the terms of this Lease, no individual officer, director, agent, servant, employee, trustee, stockholder or beneficiary of the Landlord shall be personally liable for performance of the Landlord's obligations.
- 19.) **SUBORDINATION:** Tenant agrees that this lease is subject to and subordinate to each mortgage, ground lease or the other lien now or subsequently arising on the Premises, or on the land or structure in which the Premises is located. Tenant's agreement applies to any refinancing, renewal, modification, and extension of the mortgage. Upon request of the holder of a mortgage, Tenant shall execute a commercially reasonable subordination agreement. As an alternative, any mortgagee shall have the right, at any time, to subordinate its mortgage to this Lease. Upon request, Tenant shall deliver a commercially reasonable estoppels certificate to those parties as are reasonably requested by Landlord, without payment within ten (10) days after receipt of a written request. Tenant shall receive notice of any default by Landlord in its mortgage obligations.
- 20.) **NOTICE/ADDRESSES:** All demands, approvals, consents or notices shall be in writing and delivered by hand or sent by registered or certified mail with a return receipt requested, or sent by overnight or same day service by hand at the party's respective address, set forth below. Each notice shall be deemed to have been received on the date of actual delivery or the date on which delivery is refused, whichever is earlier. If Tenant has vacated the Premises without providing a new address, each notice to Tenant shall be deemed to have been received three (3) days after notice is deposited in the mail of the United States Postal Service or with a delivery service as

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described above. Either party may, at any time, change the address set forth below (other than to a post office box) by giving the other party written notice of the new address.

- 21.) **SURRENDER of PREMISES:** At the termination of this Lease or Tenant's right of possession, Tenant shall remove all personal property and surrender the Premises to Landlord in good order and in "broom clean" condition, ordinary wear and tear and damage accepted, as requested by Landlord, any improvements or alterations made by Tenant. If Tenant fails to remove any of Tenant's personal property within two (2) business days after termination, Landlord, at Tenant's sole cost and expense, shall be entitled to remove and store Tenant's personal property. Landlord shall not be responsible for the safekeeping or preservation of Tenant's personal property. Tenant shall pay Landlord, upon demand, all costs of storage. If Tenant fails to remove Tenant's personal property from the Premises or from storage within thirty (30) days after delivery of notice, Landlord may deem all or any part of Tenant's property to be abandoned and title to that property shall vest in landlord. If Tenant fails to remove any of the alterations or improvements made by Tenant by the Termination Date and complete related repairs in a timely manner, Landlord may perform such work at Tenant's expense. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to two hundred percent (200%) of the sum of Rent and the Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or acceptance of payment from the Tenant after the termination of this lease shall extend the Term or prevent Landlord from immediate recovery of possession of the Premises.
- 22.) **MISCELLANEOUS:**
- 1.) **TIME/FORCE MAJEURE:** Time is of the essence of each provision of this Lease. The failure or delay of either party to declare a default immediately upon its occurrence or a delay in taking action for a default shall not constitute a waiver. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("*FORCE MAJEURE*"). *Force Majeure* does not include financial difficulties of a party.
 - 2.) **ATTORNEY'S FEES/COSTS OF SUIT:** If either party commences suit for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.
 - 3.) **SALE/ASSIGNMENT:** Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Lease, including the Security Deposit, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of any Security Deposit.
 - 4.) **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be

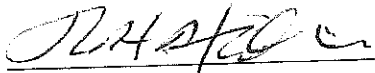
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modified only by a written agreement signed by Landlord and Tenant. This Lease shall be interpreted and enforced in accordance with the Laws of the Commonwealth of Massachusetts.

- 5.) **EXECUTIVE ORDER 13224:** Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of the Tenant and that Tenant is not, and entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

ALSO, SEE ATTACHED ADDENDUM "A"

IN WITNESS WHEREOF, the parties have set forth their hands and seals:



TENANT
 JOHN H. HILLIER, PRESIDENT
 CENTRAL AVE. COMPASSIONATE CARE, INC
 31 CENTRAL AVE.
 AYER, MA 01432

9/6/2013

DATE



LANDLORD
 JOHN H. HILLIER-TRUSTEE
 CENTRAL REALTY TRUST
 P.O. BOX 1334
 SHIRLEY, MA 01464

9/6/13

DATE

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ADDENDUM "A"

- 1.) **Snow plowing**- the parking lot and front walkway will be plowed and shoveled by the tenant. All areas are to be kept free of ice and snow and shall remain passable at all times.
- 2.) **Over-night parking** of vehicles is prohibited during snowstorms. During the months of December through March, cars and trucks must be removed prior to snowstorms.
- 3.) **NO PETS.** Pets are not allowed on the premises.
- 4.) **Water-** no unauthorized use of the public water supply is allowed. No alteration of the existing plumbing is allowed.

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: Central Ave Compassionate Care, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
31 Central Ave, Ayer, MA 01432	Middlesex	Lease

**COMMERCIAL LEASE
31 CENTRAL AVENUE
AYER, MA 01432**

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This "LEASE" is made this 6th day of September 2013, by and between JOHN H. HILLIER, TRUSTEE, CENTRAL REALTY TRUST, P.O. BOX 1334, SHIRLEY, MA 01464 ("LANDLORD") and JOHN H. HILLIER, PRESIDENT, CENTRAL AVE COMPASSIONATE CARE, INC. 31 CENTRAL AVE. AYER, MA 01432 ("TENANT"). Pursuant to the terms of the "LEASE", "LANDLORD" agrees to lease the "PREMISES" (hereinafter defined), to "TENANT" and "TENANT" agrees to lease the "PREMISES" from "LANDLORD" on the terms set forth.

- 1.) **"PREMISES"**: The Premises shall mean 31 CENTRAL AVENUE, AYER, MA 01432.
- 2.) **"TERM"**: The Term of this Lease shall be for the period of 5 years commencing on September 6, 2013 (the "Commencement Date") and ending on October 31, 2018 (the "Termination Date").
- 3.) **"RENT"**: The rent for the Premises is \$4,000.00 per month which is due in advance, on the 1st day of each calendar month. Rent shall be deferred for the first nine months in exchange for leasehold improvements to be made by tenant. Rent shall be paid to Central Realty Trust. In addition, Rent that is not received by Landlord within 6 days of the due date shall pay a late charge of \$100.00. Tenant also agrees to a \$35.00 returned check fee.
- 4.) **"UTILITIES/CLEANING"**: Tenant agrees to pay, as they become due, the charge for electricity, water and any other utilities furnished to the Premises that are separately metered, including fuel for heat and electricity. The Landlord shall have no other obligation to provide any equipment or utilities within the Premises. No utilities for use within the Premises shall be installed or connected by Tenant without written authorization from the Landlord. The Landlord shall have no liability for non-delivery or interruption of utilities to Tenant and Tenant shall have no right to abate Rent on account of same.
- 5.) **"CONDITIONS AND POSSESSION"**: Landlord agrees to maintain the structure of any building of which the Premises is part in the same condition as the structure is on Commencement Date, excepting reasonable wear and tear and damage by fire and other casualty. The Premises are accepted by Tenant in "as is" condition without any other warranty or representation from Landlord. The Landlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the Commencement Date for such space shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. In the event that the Tenancy is interrupted or terminated as a result of *Force Majeure* or other act beyond the control of the Landlord, as defined in Paragraph 23, shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. Tenant agrees that Tenant shall have the duty to comply with the requirements of the Americans with Disabilities Act ("ADA") concerning use of the Premises and Tenant agrees to indemnify and defend Landlord with regard to any claim alleging violation of the "ADA" or similar law or regulation.
- 6.) **"SECURITY DEPOSIT"**: Tenant shall pay a "Security Deposit" to Landlord in the amount of \$4,000.00 upon the execution of this lease. The Security Deposit shall be maintained by

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Landlord, without interest, as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent, nor a measure of damages. Landlord may use or apply all or part of the Security Deposit to satisfy past due Rent or to cure any Default of Tenant. If Landlord uses or applies any part of the Security Deposit, Tenant shall upon demand, replenish the Security Deposit to its original amount, within thirty (30) days. Landlord agrees to return any remaining balance of the Security Deposit to tenant within forty-five (45) days after: a) the date Tenant surrenders the Premises to Landlord; or b) final determination of the Rent due from Tenant; whichever is later. Landlord shall not be required to hold the Security Deposit in a separate account.

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- 11.) **INDEMNIFICATION and WAIVER:** Tenant hereby waives all claims against and release Landlord and its officers, directors, employees, trustees, beneficiaries, partners, mortgages and each of their successors and assigns from all claims for any injury to or death of persons, damage to property or business loss in any manner related to: a) any act of third party; b) any act of God; c) bursting or leaking of any tank, pipe, drain or plumbing fixture; d) failure of any security service, personnel or equipment; or e) any *Force Majeure* or other matter outside of the reasonable control of Landlord. Except to the extent caused by the negligent or willful misconduct of Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from all claims, debts, demands, liabilities, obligations, damages, penalties, costs and expenses, including, without limitations, reasonable attorney's fees and expenses, that may be imposed by or against Landlord arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions of Tenant or any of Tenant's guests, invitees, assignees, subleases, contractors or licensees.
- 12.) **INSURANCE:** Tenant shall maintain the following insurance ("Tenant's Insurance"): a) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000 dollars and \$3,000,000 dollars in aggregate, annually ; The deductible for such a liability policy shall be no higher than \$5,000 per occurrence.
b) property- business interruption insurance issued on all risk or special perils form, with coverage for water damage including sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's equipment, fixtures, furniture, inventory, merchandise and other personal property in the Premises as well as any leasehold improvements for the benefit of the Tenant; workers' compensation insurance to the extent required by law, Each commercial general liability insurance policy shall name Landlord (or its successors and assignees) and their respective officers, directors, employees, and agents, and other designees of Landlord and its successor as the interest of such designees shall appear, as additional named insured(s). All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance no later than the Commencement Date or the date Tenant is provided with possession of the Premises, whichever is earlier. During the Term, the Tenant shall provide evidence of renewal or existence of such insurance as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.
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(or would have been, had the insurance requires by the Lease been obtained) covered by insurance.

- 14.) **FIRE or CASUALTY:** The Landlord has the right to terminate this Lease if any or any part of the Premises is damaged by fire or other casualty to the extent that it cannot reasonably be repaired within one hundred (100) days after the date of such fire or casualty. This right of termination is exercisable by written notice to Tenant within sixty (60) days of the date of the fire or other casualty. If this Lease is not terminated, Landlord shall promptly and in good faith, seek to restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the fire or other casualty, except for modifications required by law. Upon notice from Landlord, Tenant shall assign to landlord (or Landlord's designee) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any leasehold improvements of the Landlord for the benefit of Tenant; any insurance for leasehold improvements paid by Tenant may be retained by Tenant or used to restore the Premises, provided that if the estimated cost to repair such leasehold improvements by the Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to landlord prior to Landlord's commencement of repairs. Within fourteen (14) days of demand, Tenant shall also pay Landlord for any excess costs identified during the course of repair work. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the fire or other casualty or the repair work. Provided that the Tenant is not in default, during any period of time that all or a material portion of the Premises is rendered unusable as a result of the fire or other casualty, the Rent shall abate for the portion of the Premises that is unusable.
- 15.) **EMINENT DOMAIN:** Either party may terminate this Lease if any substantial part of the Premises is taken or condemned for any public use under law or by eminent domain. Landlord shall also have the right to terminate this Lease if there is such a taking of any portion of the structure in which the Premises is located or the land on which it is situated that would have a material adverse impact on Landlord's ability to operate the remainder of the structure/land. The termination party shall provide written notice of termination to the other party within sixty (60) days after first receipt of any notice of the taking. The termination shall be effective on the date the taking becomes effective. All compensation awarded for a taking or sales proceeds shall be the property of the Landlord.
- 16.) **TENANT'S DEFAULT:** A "Tenant's Default" shall mean and include a circumstance when; a) the Tenant fails to pay all Rent when due, if such failure continues for three (3) business days after written notice to Tenant which notice shall be in satisfaction of, and not in addition to, notice required by Law; or b) Tenant's failure to comply with any term, condition, requirement or covenant of this Lease (other than non-payment of Rent), if such failure is not cured within thirty (30) business days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by law; or c) Tenant is declared bankrupt or insolvent or if any property of Tenant is the subject of an assignment for the benefit of creditors. If cure is not possible within 30 days, Tenant shall not be in breach if substantial activity to cure is commenced in 30 days.

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- 17.) **LANDLORD'S REMEDIES:** In the event of a Tenant's Default, Landlord shall have the right to terminate this Lease or terminate Tenant's right to possession. Upon receipt of a notice of termination Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may enter upon and take possession of the Premises, in compliance with law. Notwithstanding the foregoing, the Tenant shall pay Landlord all past due Rent and other damages, losses and expenses suffered by Landlord as a result of Tenant's Default. Those costs and expenses shall include the costs and expenses incurred in re-letting or attempting to re-let the Premises, including reasonable attorney's fees, brokerage fees, the cost of physical alterations to the Premises and the reasonable value of other allowances or concessions granted to a new Tenant. The Landlord has the right to collect all rents and other payments from any re-letting. The Landlord shall not be responsible or liable for any delay or inability to re-let all or part of the premises or for the failure to collect any rent. In lieu of determining damages as described as above, Landlord may elect to receive as damages the sum of; a) all Rent accrues through the date of Termination of this Lease or of Tenant's right to possession, and b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, comparably discounted, after deducting all anticipated costs of re-letting. If Tenant is in default of any of the non-financial duties under the Lease, Landlord shall have the right to perform such duties. Upon Demand, Tenant shall reimburse Landlord for the cost of such performance plus an administrative fee equal to ten percent (10%) of the cost of the work performed. Termination of Tenant's Lease or right to possession or Landlord's entry on all or part of the Premises shall not relieve Tenant of its duties and liabilities under the Lease. Each right and remedy of the Landlord shall be separate and in addition to any other right and remedy now available or hereafter available to Landlord.
- 18.) **LANDLORD'S DEFAULT:** Before filing suit for any alleged default by the Landlord, Tenant shall give Landlord and each Mortgagee about whose identity Tenant has been notified, written notice and a reasonable time to cure the alleged default. In the event of a default by the Landlord in the terms of this Lease, no individual officer, director, agent, servant, employee, trustee, stockholder or beneficiary of the Landlord shall be personally liable for performance of the Landlord's obligations.
- 19.) **SUBORDINATION:** Tenant agrees that this lease is subject to and subordinate to each mortgage, ground lease or the other lien now or subsequently arising on the Premises, or on the land or structure in which the Premises is located. Tenant's agreement applies to any refinancing, renewal, modification, and extension of the mortgage. Upon request of the holder of a mortgage, Tenant shall execute a commercially reasonable subordination agreement. As an alternative, any mortgagee shall have the right, at any time, to subordinate its mortgage to this Lease. Upon request, Tenant shall deliver a commercially reasonable estoppels certificate to those parties as are reasonably requested by Landlord, without payment within ten (10) days after receipt of a written request. Tenant shall receive notice of any default by Landlord in its mortgage obligations.
- 20.) **NOTICE/ADDRESSES:** All demands, approvals, consents or notices shall be in writing and delivered by hand or sent by registered or certified mail with a return receipt requested, or sent by overnight or same day service by hand at the party's respective address, set forth below. Each notice shall be deemed to have been received on the date of actual delivery or the date on which delivery is refused, whichever is earlier. If Tenant has vacated the Premises without providing a new address, each notice to Tenant shall be deemed to have been received three (3) days after notice is deposited in the mail of the United States Postal Service or with a delivery service as

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described above. Either party may, at any time, change the address set forth below (other than to a post office box) by giving the other party written notice of the new address.

- 21.) **SURRENDER OF PREMISES:** At the termination of this Lease or Tenant's right of possession, Tenant shall remove all personal property and surrender the Premises to Landlord in good order and in "broom clean" condition, ordinary wear and tear and damage accepted, as requested by Landlord, any improvements or alterations made by Tenant. If Tenant fails to remove any of Tenant's personal property within two (2) business days after termination, Landlord, at Tenant's sole cost and expense, shall be entitled to remove and store Tenant's personal property. Landlord shall not be responsible for the safekeeping or preservation of Tenant's personal property. Tenant shall pay Landlord, upon demand, all costs of storage. If Tenant fails to remove Tenant's personal property from the Premises or from storage within thirty (30) days after delivery of notice, Landlord may deem all or any part of Tenant's property to be abandoned and title to that property shall vest in Landlord. If Tenant fails to remove any of the alterations or improvements made by Tenant by the Termination Date and complete related repairs in a timely manner, Landlord may perform such work at Tenant's expense. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to two hundred percent (200%) of the sum of Rent and the Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or acceptance of payment from the Tenant after the termination of this lease shall extend the Term or prevent Landlord from immediate recovery of possession of the Premises.
- 22.) **MISCELLANEOUS:**
- 1.) **TIME/FORCE MAJEURE:** Time is of the essence of each provision of this Lease. The failure or delay of either party to declare a default immediately upon its occurrence or a delay in taking action for a default shall not constitute a waiver. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**FORCE MAJEURE**"). *Force Majeure* does not include financial difficulties of a party.
 - 2.) **ATTORNEY'S FEES/COSTS OF SUIT:** If either party commences suit for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.
 - 3.) **SALE/ASSIGNMENT:** Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Lease, including the Security Deposit, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of any Security Deposit.
 - 4.) **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be

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modified only by a written agreement signed by Landlord and Tenant. This Lease shall be interpreted and enforced in accordance with the Laws of the Commonwealth of Massachusetts.

- 5.) **EXECUTIVE ORDER 13224:** Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of the Tenant and that Tenant is not, and entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

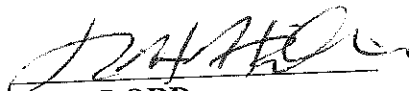
ALSO, SEE ATTACHED ADDENDUM "A"

IN WITNESS WHEREOF, the parties have set forth their hands and seals:



TENANT
JOHN H. HILLIER, PRESIDENT
CENTRAL AVE. COMPASSIONATE CARE, INC
31 CENTRAL AVE.
AYER, MA 01432

9/6/2013
DATE



LANDLORD
JOHN H. HILLIER-TRUSTEE
CENTRAL REALTY TRUST
P.O. BOX 1334
SHIRLEY, MA 01464

9/6/13
DATE

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ADDENDUM "A"

- 1.) **Snow plowing**- the parking lot and front walkway will be plowed and shoveled by the tenant. All areas are to be kept free of ice and snow and shall remain passable at all times.
- 2.) **Over-night parking** of vehicles is prohibited during snowstorms. During the months of December through March, cars and trucks must be removed prior to snowstorms.
- 3.) **NO PETS.** Pets are not allowed on the premises.
- 4.) **Water-** no unauthorized use of the public water supply is allowed. No alteration of the existing plumbing is allowed.

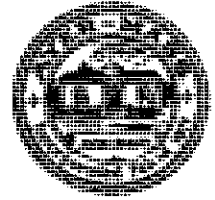
EVIDENCE OF LOCAL SUPPORT
(Exhibits 5.4)

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

Corporation Name: Central Ave Compassionate Care, Inc. Application # (if more than one): _____

Site	City/Town	County	Type of Support Attached
1	Ayer	Middlesex	Letter of Support Town Administrator Letter of Support Board of Selectmen Letter of Support Board of Health
2			

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*Town of Ayer
Office of the Town Administrator
Town Hall – 1 Main Street
Ayer, MA 01432*

October 28, 2013

The Hon. Cheryl Bartlett
Commissioner
Massachusetts Department of Public Health
250 Washington St., 2nd floor
Boston, MA 01208

Dear Commissioner Bartlett:

As the Town Administrator for the Town of Ayer, I write this letter in support for Central Ave Compassionate Care Inc. application to the Massachusetts Department of Public Health to operate a Registered Marijuana Dispensary at 31 Central Avenue in Ayer, Massachusetts, for the cultivation, processing and dispensing of medical marijuana.

I have met with Mr. John Hillier, president and CEO of Central Ave Compassionate Care Inc., on numerous occasions to discuss his proposed plans. Mr. Hillier has also met with the Board of Selectmen, the Board of Health and the relevant town departments, including Police, Fire and Zoning. Both the Board of Selectmen and the Board of Health have voted and issued letters in support of Compassionate Care's application to the Department of Public Health and have written letters in that regard. It should also be noted that Ayer Town Meeting voters rejected a proposed moratorium on medical marijuana dispensaries by a two-thirds majority in June 2013.

Mr. Hillier has presented a responsible plan at a location that is well-suited for a facility of this nature. The proposed location is zoned for business, accessible by commuter rail and car, and is discretely located adjacent to the downtown area.

I have toured the facility during an open house sponsored by the organization, and a dispensary appears to be a suitable use for the space. Mr. Hillier has also been working closely with the Town's building commissioner and has obtained the necessary construction permits to build out the facility.

It is also important to Ayer that Mr. Hillier lives in the neighboring Town of Shirley, has done business within Ayer over the past twenty years, and has contributed volunteer time and materials to landscaping projects to beautify our town. We believe Mr. Hillier is committed to Ayer and this region, and that he will continue to have a good working relationship with us.

Sincerely,

A handwritten signature in cursive script that reads "Robert A. Pontbriand".

Robert A. Pontbriand
Ayer Town Administrator

Cc: Ayer Board of Selectmen; Ayer Board of Health

Board of Selectmen

ORIGINAL

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
Fax. (978) 772-3017

Town Administrator
(978) 772-8210

July 3, 2013

The Hon. Cheryl Bartlett, Commissioner
Massachusetts Department of Public Health
250 Washington St., 2nd Floor
Boston, MA 01208

Dear Commissioner Bartlett,

On Tuesday, July 2, 2013, the Ayer Board of Selectmen at their open session meeting voted to issue this letter at the request of Mr. John Hillier of Central Ave Compassionate Care, Inc. to the Massachusetts Department of Public Health (DPH), demonstrating that the Ayer Board of Selectmen does not oppose Central Ave Compassionate Care, Inc., an applicant for a registration to operate a Regulated Marijuana Dispensary at 31 Central Avenue in Ayer.

On June 24, 2013, the Ayer Voters at a Special Town Meeting rejected a proposed zoning moratorium on a Medical Marijuana Dispensary within the Town of Ayer. With a two-thirds majority of that Special Town Meeting opposing the moratorium, the Voters of the Special Town Meeting expressed their support for citing a regulated Marijuana Dispensary in the Town of Ayer. The Voters made their decision after the proposal by Central Ave Compassionate Care, Inc. was widely publicized in Ayer at various public meetings (Planning Board Public Hearing; Board of Selectmen Meeting; Board of Health Meeting, etc); through the news media; on a website; and at three site visits to which all Ayer residents were invited. Mr. John H. Hillier, the Director of Central Ave Compassionate Care, Inc., has proactively engaged the residents and public safety, public health and zoning officials in the Town of Ayer to seek their input into operating a responsible and safe dispensary that conforms to all state laws, DPH regulations and local bylaws.

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TOWN OF AYER
BOARD OF HEALTH

TOWN HALL - 1 MAIN STREET - AYER, MASSACHUSETTS 01432 - (978) 772-8213



July 9, 2013

Commissioner Cheryl Bartlett
 Massachusetts Department of Public Health
 250 Washington Street - 2nd Floor
 Boston, MA ~~01208~~ 02108

Re: Central Ave. Compassionate Care, 31 Central Avenue, Ayer, MA

Dear Commissioner Bartlett:

Please accept this letter in support of an application being made by John Hillier on behalf of Central Ave. Compassionate Care, 31 Central Avenue, Ayer, Massachusetts, for a permit to operate a Medical Marijuana Dispensary.


The Ayer Board of Health has met with Mr. Hillier and has reviewed the initial plans for this facility. We feel that this facility will provide for a valuable health resource to those that qualify and will benefit from this treatment.


The Ayer Board of Health will continue to work with Mr. Hillier to ensure compliance with all state and local public health regulations.

Respectfully submitted,

Ayer Board of Health


 Heather Hasz, Chair


 Mary Spinner, Clerk


 Pamela Papineau, Member

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: Central Ave Compassionate Care, Inc. Application # (if more than one): _____

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing 31 Central Ave Ayer, MA 01432	Executed lease with Central Realty Trust controlled by John Hillier, Executive Director of CACCI	Letters of support: Town Administrator Board of Selectmen Board of Health
2	Cultivation 31 Central Ave Ayer, MA 01432	Executed lease with Central Realty Trust controlled by John Hillier, Executive Director of CACCI	Letters of support: Town Administrator Board of Selectmen Board of Health
3	Processing 31 Central Ave Ayer, MA 01432	Executed lease with Central Realty Trust controlled by John Hillier, Executive Director of CACCI	Letters of support: Town Administrator Board of Selectmen Board of Health

**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: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Attach organizational chart.

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Attorney for the Corporation
Lorden Pastor + Lilly

Executive Director

John Hillier

- Reports to the Board of Directors
- Responsible for the achievement of mission and financial objectives
- Responsible for compliance with 105cmr725

Tax + Finance Consultant

Dennis J. Kelleher

- Timely filing + compliance with all local, state, + federal tax obligations
- Lifelong experience in business + finance

Patient Services Director

- Patient intake
- Patient consulting + education
- Diversion Prevention
- HIPPA compliance
- Dispensing

MIP Chef Consultant

Bridger Conry

- Direct experience in:
- Sanitation + food processing
 - Extraction methods
 - Production of edibles
 - Testing dosage + labeling
 - Patient health care services

Security and Compliance Director

Director

- Ensure complete + ongoing compliance with 105cmr725
- Regularly inspect facility
- Monitor inventory controls
- Escort patients to + from building
- Maintain OSHA compliance
- Transportation

Cultivation Director

John Hillier

- Seed, soil, + strain selection
- Maintain environmental conditions
- Cultivation Practices
- IPM program
- Inventory Tracking

Cultivation Consultant

Shayne Lynn

- Direct experience in:
- Nonprofit dispensary operation
 - All stages of plant growth + product development
 - Providing healthcare services to qualified patients

MIP Chef

- Preparation of food products
- Recipe planning
- Inventory tracking
- Maintain kitchen + Equipment
- Packaging

Receptionist

- Answer + return phone and email messages
- Schedule appointments
- Patient reception
- Office + administrative tasks

Delivery Driver

- Safe operation of motor vehicle
- Basic vehicle maintenance

Cultivation Manager

- Planting, transplanting, pruning watering, + feeding
- Inventory tracking
- Supervision of trimmers

Trimmers

- Proper handling + trimming of flowers
- Inventory Tracking

**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: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.

Intent | http://doj.state.ma.us | ICORI | x

https://icori.chs.state.ma.us/icori/evr/account/manageOrg.action?_p=%3D%3FUTT-8%3FB%3Fm9kPTE%ODQ5GDY3MTC1NzQmbTJKZXRhaWxzJmFy291bnRlZD0%NJEwO

Logged in as: John Hillier | Home | Help | Logout

ICORI
Commonwealth of Massachusetts
Department of Criminal Justice Information Services

Home | Add Request | View CORI Results | Manage Account | ICORI Cart (0)

Central Ave Compassionate Care Inc RMD Status: Active
Account Type(s): Employer

Account: [Redacted]
Account Details | Representatives | Users | Authorized Consumer Reporting Agencies | [Cancel Account]

Account Details

Account Status

Account Status: Active
Date First Registered: 08/12/2013 Date Last Renewed:

Organization Details [Edit] [Change Org Name] [View Org Name History]

Account Type(s): Employer
Organization Name: Central Ave Compassionate Care Inc RMD
Address: 31 Central Ave, Ayer, MA 01432
Phone No.: 978-423-1520
Website: [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.

Central Ave Compassionate Care, Inc.

	Name	Role/Title
1	John Hillier	Executive Director
2	John Hillier	Cultivation Director
3	N/A	Security and Compliance Director
4	N/A	Patient Services Director
5	Shayne Lynn	Cultivation Consultant
6	Bridget Conry	MIPs Consultant
7	N/A	MIP Chef
8	N/A	Receptionist
9	N/A	Cultivation Manager
10	N/A	Delivery Driver
11	N/A	Trimmers

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: Central Ave Compassionate Care Inc.

Application # (if more than one): _____

Key Benchmarks	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Provisional Registration	1/31/14	DPH	High	9/4/14
Seek dispensary agent registrations for board	ASAP	John Hillier, Exec. Dir.	Low	
Update website with information relevant to patients	2/12/14	Hillier	Low	
Advertise for Cultivation Manager (CM)	2/21/14	Hillier	Low	
Order grow room equipment and supplies	2/21/14	Hillier	Low	
Rough framing, plumbing, electrical completed and inspected by building inspector	2/28/14	Hillier Northeast Electrical Inc. JA Plumbing & Heating	Medium	
Construction of vault room	2/21/14	Hillier	Medium	
Installation of security cabling	2/28/14	Hillier Jasonics Security	Medium	
Smoke alarm installation	2/28/14	Hillier	Medium	
HVAC duct work installed	2/28/14	Hillier	Medium	
Installation of rolling overhead door	3/7/14	Hillier	Medium	
Insulate, sheetrock, tape, mud and prime	3/7/14	Hillier	Medium	
Final wiring and plumbing completed	3/7/14	Hillier	Medium	
Top coat paint, install interior doors, install carpets, frost windows, install sign	3/7/14	Hillier	Low	
Final installation of security equipment, testing of systems	3/14/14	Hillier	Low	

Schedule final inspections and receive occupancy permit	3/14/14	Hillier	High	
Install computers and software training	3/14/14	Hillier	Low	
Install multi-line phone system	3/14/14	Hillier	Low	
Install security fence	3/14/14	Hillier	Low	
Clean and sanitize	3/14/14	Hillier	High	
Final inspection by DPH	3/14/14	DPH	High	
Seed to soil	3/21/14	Hillier	High	
Interview and CORI CM position; hire train contingent on DPH issuing dispensary agent registration.	3/28/14	Hillier	Low	
Final agreement with testing lab	3/28/14	Hillier	Low	
Kitchen surfaces prepared, shelving installed	3/28/14	Hillier	Low	
After registration by DPH, cultivation assistant hired	3/28/14	Hillier	Low	
Kitchen appliances installed	4/4/14	Hillier	Low	
Kitchen inspections and permits sought	4/11/14	Hillier	Medium	
Advertise for Security and Compliance Dir.	4/11/14	Hillier	Medium	
Order kitchen and office supplies	4/18/14	Hillier	Low	
Interview and CORI SCD	4/25/14	Hillier	Medium	
After registration by DPH, hire SCD	5/2/14	Hillier	Medium	
Review marketing, draft product catalog, and options for patient education materials	5/9/14	Hillier	Low	
SCD trained and starts work	5/9/14	Hillier	Medium	
Advertise for Patient Services Director, MIPS chef and trimmers	5/16/14	Hillier	Low	
Outfit vehicle with locked compartment and video surveillance	5/23/14	SCD Hillier	Low	
Secure uniform and laundry service	5/23/14	Hillier	Low	
Order non-marijuana inventory such as vaporizers for sale	5/30/14	Hillier	Low	
Interview and CORI candidates for PSD, MIPS chef and trimmers	6/6/14	Hillier	Medium	
After registration by DPH, MIPS chef and	6/27/14	Hillier	Medium	

trimmers hired and trained				
After registration by DPH, PSD trained and starts work	7/25/14	Hillier	High	
Harvest crop	8/1/14	Hillier	High	
Finalize product catalog and patient education materials	8/15/14	PSD/Hillier	High	
Start intake of patients by telephone and schedule appointments	8/18/14	PSD	High	
MLPs consultant and MLPs chef prepare kitchen for production	8/15/14	Bridget Conry	High	
Dry and cure crop	8/29/14	Hillier	High	
Laboratory testing of all products	8/29/14	Hillier	High	
Open to patients	9/3/14	Hillier	High	

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: Central Ave Compassionate Care, Inc.

Application # (if more than one): _____

Attach sliding price scale.

PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)

Central Ave Compassionate Care, Inc.

Compassionate Care Program Sliding Scale

Annual Gross Income	Maximum Fee Per Ounce and Home Delivery	MIPs
Up to 100% of Federal Poverty Level	100% Off Full Rate	100% Off Full Rate
Up to 150% of Federal Poverty Level	87.5% Off Full Rate	100% Off Full Rate
Up to 200% of Federal Poverty Level	75% Off Full Rate	100% Off Full Rate
Up to 250% of Federal Poverty Level	56% Off Full Rate	75% Off Full Rate
Up to 300% of Federal Poverty Level	36% Off Full Rate	75% Off Full Rate

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: [John] **Last Name:** [Hillier]

Title: [Executive Director]

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

