

APPLICATION RESPONSE FORM COVER PAGE

Make this the first page of your response

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Corporation

The applicant corporation's legal name, trade name, and any other name under which the bidding entity does business (if any): [Compassionate Organics, Inc]

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

Address:

[790 Boylston Street]

[#16H]

City: [Boston] State: [MA] Zip: [02199]

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

First Name: [Geoffrey] Last Name: [Reilinger]

FEIN: [452424604]

Contact Person

First Name: [Geoffrey] Last Name: [Reilinger]

Title: [President & CEO]

Telephone: (617) 543-8796 FAX: (617) 764-0230 E-Mail: [greilinger@compassionateorganics.com]

Contact Person Address (if different):

[REDACTED]

[#3]

[REDACTED]

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);



ORIGINAL

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: CEO

11/20/13
 Date

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


 Name:
 Title: CEO

11/20/13
 Date

APPLICATION RESPONSE FORM

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

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

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

Enter text here: example text limit 1,250 characters

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

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

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

Definitions

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

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

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

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

Questions

1. Applicant's Corporate Background

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

[Compassionate Organics, Inc – Incorporated 4/13/2011 and amended 7/9/2013]

1.2 Describe the organization's mission and vision.

[MISSION: Compassionate Organics is committed to ensuring safe access to high quality medical marijuana for all duly registered patients and to provide education around the humanitarian use of medical



marijuana. VISION: Compassionate Organics aspires to become recognized as the premier community-based RMD model in Massachusetts by meeting the health, wellness and quality of life needs of patients through education and access to medical marijuana.]

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.

[N/A]

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.

[The founding executive management team for Compassionate Organics, Inc.(CO) has launched and lead businesses and organizations in the for-profit, as well as in the nonprofit sector, and brings prior experience operating in highly regulated environments. The executive management team is comprised of individuals with strong operational and financial management skills, is deeply rooted in the community and is experienced in operating health care organizations where issues of security, confidentiality, compliance and safe access are paramount. The members of the founding executive management team have launched and lead retail, technology and service businesses and in combination, their expertise positions CO to establish a sound foundation from which to launch and operate a successful RMD. CO intends to add other members to the executive management team, pending a successful application, including a seasoned Chief Operating Officer (COO) and Chief Health Officer (CHO).

Geoffrey Reilinger, Chief Executive Officer (CEO) brings more than twenty years of entrepreneurial and management experience building and leading successful businesses in the retail, real estate, technology, education and service sectors. In addition to launching several business enterprises, Reilinger has served on national and regional management teams for well-established, highly recognized multi-site retail corporations, with a focus on strengthening operations, developing and implementing operating policies and protocols, enhancing customer service and increasing sales and revenue. Reilinger grew up in the Boston area, holds an undergraduate degree from Boston University and a MBA from Babson College. [REDACTED]

[REDACTED]
Elizabeth Reilinger, Ph.D., Chief Administrative Officer (CAO) is a seasoned, nationally recognized leader, with more than 35 years of experience in leading nonprofit health and human services organizations. [REDACTED]

[REDACTED] she established six licensed early education centers and designed the Commonwealth's largest transitional housing program for single parent families, all in highly compliance driven and regulated environments. Dr. Reilinger was the longest serving Chair of the Boston School Committee and in that capacity was recognized, locally and nationally for implementing strong governance, management and accountability practices. Dr. Reilinger has launched a number of successful businesses, including a national woman founded consulting company, LeadWell Partners that supports nonprofit organizations and national foundations to strengthen the design and delivery of high quality health, education and service programs, to enhance performance measurement and accountability, while ensuring and maximizing enterprise sustainability. Dr. Reilinger is a native Bostonian, holds a Ph.D. in health policy from Cornell and began her career as a RN, with licenses in New York, Massachusetts and Pennsylvania.

Ed Mulherin, CPA, Esq. will serve on the management team as virtual CFO, overseeing the strategic financial direction, short and long term financial operations and management, operational controls, accounting, banking and sustainability issues. Ed has over 30 years of experience providing tax, accounting and business consulting services for a diverse range of nonprofit and for-profit clients. Ed's company, eCratchit developed a revolutionary concept for web based bookkeeping and accounting services to support the highest level of financial oversight and controls and serves over 150 clients, including numerous regulated and highly visible, nonprofit organizations such as The One Fund. In addition to founding eCratchit, Ed is a member of the founding team of Leonard, Mulherin and Greene, P.C., a CPA and consulting firm with expertise in the for-profit and nonprofit sectors. Ed is a graduate of Boston College, Suffolk University Law School and in addition to being a CPA, is a member of the Massachusetts Bar.]

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.

[Geoffrey Reilinger, CEO has had extensive leadership experience in the service sector, although not directly in the provision of health care or medical marijuana.

Elizabeth Reilinger, Ph.D., CAO brings over 35 years of experience advancing social innovation and impact in providing health and human services and has been recognized by the Boston Business Journal "... as an example of a new breed of nonprofit chief: tough, bottom-line smart, and management trained."

Reilinger was Associate Dean at Sargent College of Allied Health at Boston University, where she launched the College's applied research program in areas such as rehabilitation medicine and extending the role of Boston University into the community through partnerships with state and local offices around the health care needs of at-risk youth and the elderly. As a RN, Dr. Reilinger headed the Intensive Care Units at several major teaching hospitals, as well as designed and delivered community based adolescent and women's health programs. She served on the graduate faculty at Cornell University, where she established a national center on social welfare policy research at Cornell, directing numerous evaluations of national health service programs and taught health care administration and management at Ithaca College.

Ed Mulherin, virtual CFO, includes in his roster of nonprofit clients, a number of health care organizations and understands the essential elements of the health care industry. Through his work at eCratchit and as an auditor of health care entities, he has provided internal and external auditing and management consulting services for health care organizations that are required to meet stringent operational and financial compliance standards.

In addition, as the founding executive management team expands pending a successful application process, two key positions will be added, including a Chief Health Officer and a Chief Operating Officer and we will seek to fill these positions with seasoned professionals, with experience in the health, wellness and medical care arena and who reflect the diversity of the communities we serve.]

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.

[Geoffrey Reilinger, as CEO is responsible for full leadership and management oversight of the organization and its activities, including finances. With a MBA from Babson College and deep experience in large, mature organizations and with start-up ventures, he has the formal training and the experience to operate a financially sound enterprise that delivers quality services and products. In addition to launching new businesses and successfully securing capital, Reilinger has had full P&L responsibility for direct operations exceeding \$10MM, while also overseeing regional sales in excess of \$100MM. Furthermore, CO is a highly mission driven organization that reflects Reilinger's personal commitment to ensuring that



duly registered patients have safe access to medical marijuana to maintain their health and quality of life.

██████████ Compassionate Organics as a mission driven, financially sound organization that will be vibrant and sustainable and create sufficient margin to fully support individuals facing financial hardships in accessing medical marijuana, as well as reinvesting through education and wellness initiatives in the community in which CO is located.

Dr. Elizabeth Reilinger, CAO has served in a number of positions where her responsibilities included running financially sound organizations. ██████████ a regulated health and human service organization, she grew the budget from \$500,000 to \$12,000,000 and met annual and long term financial sustainability targets. As Chair of the Finance Committee and then, as Chair of the Boston School Committee, Reilinger was responsible for budget management and oversight of an annual budget of approximately \$1B. As founder of LeadWell Partners, Reilinger has full responsibility for ensuring the financial sustainability of an organization that generates approximately \$2MM in earned revenue. As CAO, Reilinger will serve on the executive management team and will bring her expertise and experience to inform sound financial management of the enterprise.

Ed Mulherin, CPA, Esq., serving as the virtual CFO, will have primary responsibility for working hands-on and with the Board, management, investors and other CPA's to ensure the highest level of financial oversight and control of the organization. Ed is nationally recognized as an expert in nonprofit finance management, accounting and auditing. He and his team at eCratchit provide financial management, accounting, Controller and CFO consulting services for organizations, ranging from start-up to mature nonprofits, as well as with organizations that have unique financial management requirements, for example as is the case with The One Fund, which has revenue in excess of \$100MM.]

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.

[Geoffrey Reilinger, CEO has had experience, primarily in the retail sector, in managing corrective action measures that emanated from operational reviews which had financial implications for enhancing revenue and profitability. One example is when he was recruited to the senior management team of the Limited, Inc., following an operational review, to turn around the third highest sales volume store in the nation; in this role, he implemented a number of merchandising, pricing, reporting and customer segmentation actions that resulted in immediate sales gains and exceeded turn-around targets.

Dr. Elizabeth Reilinger, CAO, in her capacity as ██████████ when operating health, education and human service programs, in partnership with federal and state government, managed financial corrective action (A-133) as a result of routine operational reviews to strengthen program operations and to institute greater controls and compliance. As Chair of the Boston School Committee, Dr. Reilinger led the Boston Public Schools and the Boston Educational Development Corporation (BEDC) through financial corrective action measures that were intended to strengthen controls and compliance in response to operational reviews by federal, state and local educational entities to ensure compliance and to foster continuous improvement.

Ed Mulherin, as a CPA, as an attorney, as a virtual CFO and most importantly, as an auditor has developed and assisted numerous nonprofit organizations to implement financial corrective action measures in response to operational reviews, management letters, as well as in response to financial audit findings. These have included financial corrective actions plans that strengthen compliance and control for state regulated programs and federally funded programs such as the federal A-133 and the White House Social Innovation Fund (SIF).]



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.

[Projected capital expenses to build out the proposed RMD and cultivation center total approximately \$650,000 and encompass three major categories: planning and development; facility renovation and build out costs; and equipment costs.

Planning and development expenses include architectural and design fees, as well as environmental surveys, permitting fees and professional service fees associated with securing real estate for both the RMD and the cultivation center and are projected at \$55,000.

Facility renovation and build out costs, which are relatively limited based on identified properties, will include interior and exterior facility improvements, comprised of build-out and finishes, landscaping and parking improvements. The total build-out cost for both facilities (cultivation facility and RMD) is estimated at \$285,000. In addition, a major additional component of the facility build-out costs (approximately \$75,000) is allocated for the installation of state-of-the-art security systems in the RMD and the cultivation facility to track and manage employee, patient, and visitor access.

[REDACTED]

[REDACTED] The total projected costs for facility renovation and build out is approximately \$390,000.

Equipment, including vehicles, technology, furniture, HVAC, cultivation, kitchen and food preparation equipment are projected at \$208,000.]

Capital expenses attached as exhibit 4.3

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

[The first year operating budget for CO commences with the opening of the RMD (targeted for November 2014). Projected sales revenue is based on an incremental increase in the volume of patients



ramping up over the full year period. Total potential patient volume is projected at 14,637 people (calculated by census data of eligible patients within our target market, i.e., those with qualifying illnesses within a 5-mile radius of proposed RMD site) and utilization is estimated to be approximately 1.5% of this base during the first quarter, 6.5% during the second quarter, 10.2% in the third quarter and ending the year with a utilization rate of 12% of eligible patients, which is consistent with experiences in other localities of similar size. Factors such as our expanded reach through delivery and the population of patients with other debilitating conditions have been factored in to the projected total potential patient volume described above. Gross revenue for the first year of operations is estimated at approximately \$2.2MM, based on sales of medical marijuana through the retail RMD, as well as through the delivery service, with 25% of revenue expected from the sale of marijuana infused products (MIPs) and 15% of revenue expected from supply and paraphernalia sales. Based on average patient sales in other states, CO has projected sales of approximately \$300 per patient in a 60-day period, equivalent to one ounce of medical marijuana.

Operating expenses during the first year of operations cover the RMD, cultivation center, and delivery service and include expenses associated with the production of MIPs. Expenses are categorized as payroll (salary plus FB) expenses (based on hiring staff aligned with patient utilization), general operating, lease and property related costs, and debt service on invested capital; total expenses for year one of operations are projected to be just under \$2MM. CO expects to be cash flow positive at the end of Q2 of the first year of operations and projects first year revenues (EBIT) of approximately \$203,266.]

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.

[CO's business plan has identified our target market as the Boston area of Suffolk County using census data and calculating utilization based on the percentage of patients in the population that are affected by illnesses most commonly treated with medical marijuana (e.g., cancer, HIV/AIDS, multiple sclerosis, ALS, Parkinson's, and other debilitating conditions). That has lead us to conclude that it is reasonable to expect to reach in excess of 1,700 patients in the first year of operations and to almost double that projection (to just over 3,000 patients) by the end of year three of operations.

We have also assumed that patients will purchase medical marijuana products, either through the retail RMD channel or through the delivery services on an average consumption rate of one ounce per patient in a 60-day period (average consumption rate in comparable existing markets) at a cost of \$300 per ounce. We have also incorporated projections for sales of MIPs into our first year revenue projections at the rate of \$286,040 or 15% of gross receipts. To be conservative, CO has further discounted these baseline projections by 50% and are projecting total patient visits and purchases during year one of operations at 10,536. These assumptions lead CO to project to be cash flow positive by the end of Q2 of the first year of operations, with gross revenues of approximately \$2.2MM at the end of year one. Based on a straight-line growth rate, based on the experience of other comparable states, CO projects that patient visits will increase in year two by 40% to approximately 14,928 visits (yielding approximately \$4.4MM in gross revenues) and by 23% in year three (for a total of approximately 18,000 visits), with corresponding gross revenues of approximately \$5.9MM. Our expenses are correlated with the increased utilization and sales projections, increasing from just under \$2MM in year one, to \$2.3MM in year two and to \$2.5MM in the third year of operations. CO anticipates achieving breakeven during Q6 of the second year of operations.

CO's business operating model emphasizes ACCESS for duly registered patients and has taken steps to ensure that the retail RMD will be located in a convenient and accessible location and will offer a safe, comfortable, confidential setting with knowledgeable staff, well prepared to meet the educational and information needs of patients. CO's retail (as well as its cultivation center) will be fully ADA compliant and

measures will be taken to ensure that this does not minimize security and access precautions. In addition, CO will launch the delivery service simultaneously with the RMD to ensure access for those patients with mobility and transportation issues. The delivery services will maintain the same level of security, including biometric technology to identify and track patients through fingerprint verification and recording of purchases.as in the retail RMD.

To ensure that CO is able to meet the utilization needs of patients, our cultivation center will be designed to maintain adequate production of product, including MIPs. Based on demand, CO will adjust accordingly. For example, the proposed cultivation facility has the ability to increase floor space by 50% by constructing a mezzanine level. CO anticipates producing 850 lbs. of medical marijuana during the first year of operations, 1,300 lbs. in the second year and 1,500 lbs. in year three. This is an important consideration as several other states that have recently approved medical marijuana have faced significant challenges in creating enough product to meet demand, thus negating the option of access to this medical care option.]

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).

[CO has obtained a proposal from Cannassure Insurance Services, LLC underwritten by Lloyds of London as the carrier to provide general liability insurance. The coverage include: \$1,000,000 per occurrence; \$2,000,000 in aggregate annually; product liability insurance coverage of \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The proposed policy has a ZERO deductible. Cannassure has been providing insurance services since 2010 to the marijuana marketplace around the country and are considered the industry leader in this sector.]

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.

[N/A]

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).

[11 Cabot Road, Woburn, MA]

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).

[11 Cabot Road, Woburn, MA]

Evidence of interest attached as exhibit 5.3

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

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

[Compassionate Organics proposes to locate the RMD retail operations in Brighton, MA and the cultivation center in Woburn, MA. Because we understand the groundbreaking nature and uncertainty around the provision of medical marijuana among the public at large, as well as in specific communities where RMDs and cultivation centers may be located, members of CO's executive management team have made it a priority to meet personally and repeatedly, with formal and informal community groups, civic associations and leaders, as well as with the relevant elected officials in the locations where we are seeking to locate these facilities.

In Brighton, where we hope to locate the RMD retail operations, CO is involved in negotiations to secure its RMD location, and will provide evidence of this when completed. CO has made numerous formal and informal presentations to a number of representative groups, including the Allston-Brighton Civic Association, Allston-Brighton Substance Abuse Task Force and the Brighton-Allston Improvement Association. During these presentations, we have provided educational information around medical marijuana, the regulatory standards and application process, and responded to suggestions made by members of the respective groups by incorporating many of these into our business plan. For example, at the Allston-Brighton Substance Abuse Task Force, concern was expressed that children might accidentally consume marijuana infused products (MIPs) that were not being properly stored in homes. This was a reasonable concern and motivated us to include in our offerings, at no costs to patients, "lockbox" containers and accompanying education that would encourage duly registered patients to protect against this type of unintended consequence. In general, we have found members of the various groups with whom we have met to be very interested in learning more about medical marijuana, including research around its benefits, as well as how a RMD would operate. Many participants in these sessions shared personal experiences of family and friends who have benefitted from the humanitarian use of medical marijuana and were open to engaging in dialogue around how to provide access to this health care option responsibly and with the sensitivity needed to integrate a RMD into the community. CO is committed to continuing this dialogue on a formal and informal, as well as ongoing basis, and to build strong community relationships and partnerships that reflect a responsiveness to the needs of the community, while also providing an excellent avenue for generating suggestions that have the potential for improving our operations.

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.



In addition to meeting with numerous community groups and civic leaders, we have also met with local elected officials, including State Representatives Kevin Honan and Mike Moran, as well as City Councilor Mark Ciommo and their respective staffs, who represent the community in which we hope to locate the RMD. In addition, we have met and made presentations to other current Boston City Councilors (e.g., Rob Consalvo, Tito Jackson), as well as past elected officials who remain active in the local Allston-Brighton communities (e.g., Jerry McDermott, Susan Tracy, Kevin McCluskey). In addition, we have had multiple communications, as well as personal meetings, with members of the Boston Police Department (BPD) leadership team, including Superintendent-in-Chief Daniel Linskey, Lt. Detective Robert Merner, head of the citywide drug control unit and Sergeant Mike O'Hara of the Brighton district of the BPD. CO, in compliance with applicable regulations, has provided formal notice of our intent to locate a RMD in the Brighton area to the Boston Police Department through Superintendent-in-Chief Daniel Linskey, as well as Sergeant O'Hara of the Brighton district and have received verbal assurances of non-opposition to the proposed RMD.

In addition to formally notifying the Boston Police Department, notice of intent was provided to Suffolk County Sheriff Elliot Tompkins, who also provided verbal assurance of non-opposition.

CO has also participated in numerous formal and informal meetings with the City of Boston Department of Public Health and have advised Commissioner Barbara Ferrer, as well as Lisa Connely of our intent to locate a RMD in the City of Boston. Furthermore, we have formally notified Mayor Thomas M. Menino of our intent to operate a RMD in Boston and have not received any notice of opposition.

CO proposes to locate its cultivation facility in Woburn, MA. We have met and spoken with numerous town officials, informing and educating individuals on medical marijuana and the regulatory structure around the operation of cultivation centers. We have met with Woburn Chief of Police Robert Ferrulo, Ed Terullo, Director of Planning and several Aldermen, including Michael Anderson, Darlene Bruen, and Michael Raymond. We have notified these individuals formally of our intent to locate a cultivation center in Woburn and to apply for a zoning variance and are in discussions with the Alderman as they review the status of the moratorium which is in effect until December 1, 2013. The conversations have been substantive and productive and based on these, we are hopeful that the moratorium will be lifted and that we will be supported in our efforts to locate the cultivation center in Woburn.

It is our intent to continue to work closely with the communities in which we propose locating the retail operations and the cultivation center. Our goal is to ensure that we have full, ongoing and direct communication with the public, elected officials, and community representatives as a means of building strong relationships and partnerships that benefit these communities.]

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.



[CO will comply fully with all local codes, ordinances, zoning and bylaws, in addition to state requirements regarding the physical locations. Within that context, we have generated radius maps that have enabled us to identify retail and cultivation locations that remain a minimum of 500 feet from gathering areas for children.

Once interest in the proposed RMD has been secured, CO will begin submitting initial plans for review to the City of Boston Department of Inspectional Services (ISD) for an identified site for the RMD. This would be required to receive a conditional zoning approval and would document compliance with all local codes, ordinance, zoning and bylaws.

For the cultivation site in Woburn, CO has worked directly with the Director of Planning to comply with the zoning process and regulations, including the preparation to submit initial plans for an identified site, pending the lifting of the moratorium on December 1, 2013.

In addition, CO will meet the state requirements of each location with regards to security. This will comply with DPH regulations, including, but not limited to a perimeter alarm on all entry points, a failure notification system, duress alarm, 24-hour videoed surveillance, and a back-up alarm system through a unique vendor in the event that our primary system fails.

Lastly, CO will comply with all marketing and advertising requirements, as well as local requirements, as it relates to the exterior appearance of each facility. These include sufficient exterior lighting, illumination of the RMD sign only from 30 minutes before sundown until closing, no graphics related to marijuana displayed on the building façade, and ensuring that no product can be seen from the exterior of the facility.]

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

[CO has committed to maintaining a positive and integral relationship with the communities in which we are located and to participate fully in ensuring that community priorities are addressed. We will build on the relationships that have been developed during the planning process and continue to participate in formal and informal meetings with the Allston-Brighton Civic Association, as well as the Brighton-Allston Improvement Association, among others, to hear and respond to community concerns and to modify our business operations as appropriate. CO will prioritize community relationships and collaborations by ensuring that a member of the executive management team attends all community meetings and responds directly to concerns and/or requests for information.

As CO moves beyond the planning and launch phases, we plan to build our Board of Directors beyond the founding membership and will seek community representation as a priority in expanding our Board. In addition, as CO grows, we hope to allocate a percentage of earned revenue for targeted philanthropic investment to advance health and education programs in the host community.]

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.



[REDACTED]

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.

[REDACTED]

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.

[CO is proposing a strategic and intentional staffing plan aligned with the launch and ramp-up period of the three primary components of the RMD: cultivation center staff; delivery staff; and, retail dispensary staff. Personnel will be added at a later point, either as staff or on a contracted services basis to manage the development and production of marijuana infused products (MIPs), as this element of the venture expands. In general, staff will be recruited, oriented and trained around all regulations, quality and compliance standards and operating protocols and will be required to complete satisfactorily, a designated orientation period. All staff will need to meet the basic employability requirements associated with the industry, including a CORI. The number of full time equivalents (FTE's) for each aspect of the RMD will be contingent on the growth and expansion of the enterprise and we will seek broad representation of diversity, based on gender, race, ethnicity and language.

The cultivation center will be lead by a Manager of Cultivation, who will report directly to the Chief Operating Officer (COO) and will supervise the Assistant Manager of Cultivation. The Manager will be responsible for leading and managing all aspects of cultivation, growing and processing of medical marijuana to meet quality and compliance standards and to fulfill the needs of the RMD and the delivery service for duly registered patients. The Manager must bring a documented track record of industry-based master cultivation skills, as well as demonstrated experience in supervising staff, managing operations and be familiar with operating in a highly regulated, compliance driven sector. Reporting directly to the Manager of the Cultivation Center will be an Assistant Manager, who will oversee the day-to-day operations of the cultivation center. The number of FTE's for the cultivation center will be determined in alignment with the growth of the enterprise.

The delivery service will similarly be staffed by a Manager, reporting to the COO and supervising an Assistant Manager. General responsibilities for the Manager will include ensuring that the delivery services operate in a timely, safe and cost-effective manner to fulfill and respond to patient needs within the context of compliance and quality standards. Experience in scheduling, supply chain distribution, operations management and customer service, as well as general management and supervisory experience will be essential to ensure that the delivery services meet business and service priorities. The Manager will supervise and be supported by an Assistant Manager, who will have primary responsibility for maintaining scheduling and meeting delivery targets. Delivery staff will be retained as needed based on the growth of the delivery services.

The RMD retail operations will be lead by a Manager, reporting to the COO and supervising several Assistant Managers to ensure full coverage during hours of operation. The Manager of the RMD will need to demonstrate significant operations and general management experience in a retail, hospitality or service sector. In addition, the Manager must have strong staff supervision, customer service and marketing experience, preferably in health, education or wellness and understand the management of logistics and personnel in a highly regulated and secure environment. The Manager will need to demonstrate independent decision-making capabilities, strong communication and interpersonal skills and a desire to achieve and exceed operational, service and quality standards. The Manager sets the tone for the RMD and must be able to motivate and monitor staff to adhere to operating protocols and to maximize a safe and secure environment, including managing the "Vault" where products are secured for distribution. The Manager of the RMD will be supported by Assistant Manager(s) who will provide back-up for the Manager and also be responsible for scheduling, staff training and development, budget management, facility and service logistics, compliance management and routine and special reporting around utilization and transactions. The RMD will be staffed by Patient Advocates, who will register patients, provide information about products and manners of consumption, process orders and provide service and support for patients, as needed. Staff working in the RMD will have differentiated levels of access,



based on their responsibilities, training and positions. The number of FTE's will be determined based on growth of the RMD, scheduling, and utilization factors.

Managers for all of these dispensary components report directly to the Chief Operating Officer (COO), who will have management and oversight responsibilities for all operational aspects of CO. We are seeking a COO who will be a seasoned, mature professional with experience in leading complex, highly regulated service or retail operations and be capable of managing the fiscal, program, product and staff functions of the enterprise. The COO will be the first position that is recruited in addition to the other members of the executive management team pending a successful application process. The COO will be a member of the executive management team, which will include the Chief Administrative Officer (CAO), the CFO, a Chief Health Officer (CHO), all of whom report directly to the CEO and are supported by a Chief of Staff who manages the integration of the enterprise components to ensure that CO operates as a coherent, sustainable enterprise meeting and exceeding the full range of external and internal compliance, quality and patient care standards.]

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.

[CO is positioned to move quickly to hire staff upon issuance of a provisional certificate and aligned with the launch and growth strategy of the enterprise. Our goal is to adhere closely to all compliance requirements in recruiting and retaining staff and to identify individuals who share our goals for delivering quality products and service, for ensuring access and for meeting patient care standards. Priority will be to retain staff in leadership positions to drive the planning and start up of CO, pending approval of the application to operate a RMD. Members of the executive management team (CEO, CAO, CFO and COO) and the cultivation center (Manager/Master Cultivator and Assistant Manager) will be the first group of staff to be hired to begin the enterprise launch, including the process of cultivation, developing product and establishing systems and procedures for operations. In addition, a Chief of Staff will also be among the priority hires to manage coordination and integration of all elements of the start up of CO and to put into place procedures to ensure that all compliance and reporting standards are adhered to on a regular basis. An individual with the requisite financial and business management experience, strong analytical, communication (written and verbal), interpersonal and project management skills, who has demonstrated experience in a regulated environment and who can be nimble, entrepreneurial, and highly organized has been identified and will be retained pending successful approval of the application.

Descriptions of the qualifications, experience and responsibilities for the positions of COO, Manager and Assistant Manager of the cultivation center (individuals TBD contingent on the approval of the application) are included in the responses to 6.1 above. The experience and responsibilities of the CEO, the CAO and the CFO have been detailed in sections 2.1-2.5 of this application. Individuals who fill these positions either have completed a CORI acknowledgement form as part of this application process or are ready to do so immediately upon notification of the approval of the application and prior to employment as staff or on a contract services basis. CO has enrolled with the Department of Criminal Justice Information Systems (DCJIS) (Account ID COMMA13-03443 registered on 10/19/2013) and has established an agreement with Creative Services of Mansfield, MA. to screen all staff, as required, at time of hire and on an ongoing basis to ensure that the organization complies fully with all pertinent regulations.

Immediately upon approval of the application, CO is positioned to retain staff to develop the roll out and implementation plan for all aspects of CO, beginning with setting up the cultivation center to grow product in sufficient amounts, which is projected to take approximately six months. During that time, detailed plans will be developed and implemented to renovate and build-out the RMD retail site and to on-board staff with the requisite orientation training to be prepared to open the retail RMD. In addition, CO intends to set up the delivery service immediately following the opening of the retail RMD to meet the needs of patients with access

challenges. CO will also use this time to recruit a Chief Health Officer (CHO) in anticipation of opening the retail RMD and delivery service. This individual will have responsibility for establishing policies and protocols to meet patient care standards, for ensuring that health education and information is widely available, understood and appropriately disseminated and to provide training and education for all retail service and delivery staff to ensure that they are equipped to respond to and address patients needs. Ideally, this position will be filled with an individual possessing a health or medical certification (e.g. Nurse Practitioner, Physician's Associate or MD), prior experience in ambulatory health and wellness environments, a track record of providing health education and/or training and the ability to meet and fulfill all compliance and regulatory reporting requirements.

In general, CO will seek individuals with the credentials, skills and experience needed to fulfill the respective positions in a highly regulated and groundbreaking environment. Priority will be given to recruiting staff with prior professional experience in the health, medical and/or wellness sectors, as well as in high value retail settings. A customer service orientation coupled with strong interpersonal and communication skills, a desire to educate and demonstration of maturity and compassion in decision-making will also be sought as staff will be expected to listen and attend to the needs of patients. In addition, because so many potential patients in the area we plan on serving are non-English speaking, we will make every effort to retain staff with culturally different backgrounds and with the capacity to communicate with patients in multiple languages. Finally, because medical marijuana is a new industry, still untested in Massachusetts, it is essential that CO recruit staff who are responsible, pay attention to detail while operating within a regulated, compliance driven environment and most importantly, understand how vital it is to operate in a highly professional manner with sensitivity to promoting a most positive public perception around an industry that is in the early stages of development.

CO will also strive to retain staff who have seen the benefits of medical marijuana and can provide empathy and first hand knowledge to support individuals with diagnosed medical conditions to find the health care option that meets their needs. As a patient diagnosed with multiple sclerosis, the CEO and founder of CO has undertaken this venture to provide access to medical marijuana as a legitimate health care option primarily as a result of his experience in seeking treatment to enhance wellness and quality of life.]

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.

[CO has developed personnel policies, which will be updated and expanded during the provisional review process and in anticipation of retaining staff for the RMD. All policies reflect compliance with pertinent federal, state and local laws and every employee will receive a copy upon employment and will also have the opportunity to review the policies with their supervisor and/or with staff identified as responsible for human resources and employee relations. The personnel policies have been prepared to provide employees with a general overview of the operations of CO, are not to be construed as a contract of employment and can be modified from time to time as elected by the Board of Directors. The personnel policies cover a range of issues, including , but not limited to: employment classification; holidays, vacation and leave policies; job postings, orientation period, communications, performance reviews and terminations; work and salary schedules; attendance and punctuality; use of technology and telecommunications; risk management; as well as specific and detailed information around policies that describe employee rights and conditions of employment (e.g., Equal Opportunity, Harassment, Reference and Employment Information and Smoking).

Wages within CO will be finalized based on conducting a compensation market analysis for comparable entities. Annual base salary ranges will be defined by employee tier. For example, salary ranges for Managers (e.g., Manager of Cultivation, Manager of RMD, Manager of Delivery Services) are projected at \$70,000-

80,000, based on experience, other qualifications, and scale of operations. Salaries for Assistant Managers will range from \$50,000-65,000, while nonmanagerial staff will be compensated in the range of \$25,000-40,000.

Annual base salaries for the executive management team will vary based on experience and are projected during the launch phase to average \$125,000. The annual compensation for the President/CEO will be set by the Board of Directors.

CO intends to move toward offering a comprehensive benefits package that will be enhanced as the entity achieves profitability. At minimum, health insurance will be made available and as the organization matures, we will seek to add a cafeteria plan where employees can take advantage of the benefit that is most suited to their needs (e.g. retirement plans, educational tuition plans). Our goal is to build an engaged, committed staff who feel fairly compensated and recognized for their work as we seek to enhance workplace satisfaction and minimize employee turnover, which has the potential for increasing costs, while diminishing service quality.

CO is committed to creating advancement opportunities for employees. Toward that goal, we will utilize a functional cross-training model that requires all employees to spend time working in the various centers (cultivation, delivery and retail) to gain greater understanding of the overall process, to enhance communications and minimize functional silos, and to help staff become sufficiently informed to provide information and education to patients and the public. In addition, CO will make it a priority to invest in advancing talent and building leadership bench strength throughout the organization. This will be accomplished by ensuring that staff have the opportunity to attend professional development and trainings on a regular basis and by ensuring that every manager identifies staff within their division with the potential for growth and professional advancement and creates an individual staff development program that will be implemented and reviewed on an annual basis through the performance review process. In addition to supporting the professional development of individual staff, this approach will also ensure continuity of leadership for the organization.]

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.

[CO will provide all staff with a mandatory training plan around the following: operating and security protocols; compliance and regulations; risk management and emergency preparedness; patient rights and common needs; product information, including side effects and precautions; communications and customer service.

These trainings will be provided during the first thirty (30) days of employment and will be delivered through a blended learning model, including group trainings, individual workshops, experiential learning, and video or online instruction. The cross training approach that CO will adopt will enable new employees to gain first hand knowledge of all aspects of operation of the RMD, from the cultivation to retail and delivery services, which is intended to enhance their effectiveness in meeting the needs of patients. Staff will require a sign off confirmation by their Manager of having participated in and completed the required trainings within the thirty day period.

In addition to orientation trainings, CO will ensure that all employees participate in regularly scheduled trainings that occur on an annual or predetermined schedule, including trainings required to meet any and all external compliance and regulatory requirements.]

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.

[The RMD start-up timeline will commence immediately upon notification of a provisional certificate of registration. CO is prepared to move forward expeditiously, while understanding the need to pay close attention and maintain full compliance with all regulations as outlined and amended.

Immediately upon receiving a provisional certificate, our first order of business will be to secure the requisite capital for the full launch of the enterprise. We have preliminary commitments of financing in the range of \$2MM pending approval of the provisional certificate of registration, as well as sufficient capital in hand to launch the cultivation center and fulfill the requirements of final inspection.

In addition, leases which are conditional on approval will be ratified and local zoning completed. Required build-out of the cultivation center will take place and a state-of-the-art security system as outlined in the security plan will be installed.

CO will quickly retain core staff to launch the operations, including the COO, Cultivation Manager, and Cultivation ASM. CO has identified qualified individuals as potential hires for these positions, both of whom are from Boston and have had significant marijuana growing experience in other state-sanctioned environments. We project approximately 60 days from preliminary approval to begin build-out of the cultivation facility (by April 2014 depending on timeliness of required inspection and assuming the city of Woburn does not extend its moratorium, set to expire on December 31, 2013) with our initial crop beginning one month later upon completion of build-out (May 2014).

Cultivation from seed takes approximately six months or less to produce salable marijuana. However consequent grows will be produced using cloning technology which allows strain, quality, purity, and yield to be known to exacting levels, while reducing time to market by nearly 45 days.

Based on the cultivation schedule for the initial crop, CO would be positioned to bring the first batch of product to market in a 6 month period (by November 2014), while ensuring continuous grows through the use of cloning technology. This method allows us to produce approximately two hundred and twenty-five (225) pounds of marijuana in six (6) months (sufficient to open RMD and meet anticipated Q1 demand) and will allow for continuous grow/harvest cycles and reduced risk associated with crop contamination, ensuring a continuous supply for our patients.

Once the cultivation process is underway, CO will focus on preparing the RMD for occupancy, including facility renovation and build-out and installation of alarm and security systems. In addition, attention will be focused on continuing to build-out the overall organization, including recruiting for key positions, refining operating protocols and financial projections and developing a community relations strategy. Our goal is to target opening of the RMD for November 2014, which will require that RMD facility renovations and build-out are complete and staff recruited by the end of September 2014 to allow for adequate training and orientation, as well as for final inspection by the appropriate authorities. We will simultaneously develop a more detailed plan for the delivery service which we expect to launch in conjunction with the opening of the RMD.

Key benchmarks include meeting projected timelines for: securing full funding; securing property for the cultivation center; meeting all inspectional provisions for opening the cultivation center; cloning the first round of mother plants; preparing the RMD for occupancy and securing all permitting and necessary inspections; and hiring key staff for management, cultivation, and RMD staff.]

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.

[Upon securing a provisional certificate of registration, CO is positioned to move aggressively to launch operations. Much work has been carried out to date by the founders which will advance the launch of the cultivation facility, prepare the RMD for occupancy, recruit staff, and implement a well designed cultivation strategy.

During the first year, CO will focus on the following as critical benchmarks and check-in points:

- Recruit core staff with the skills, experience and commitment to launch an entrepreneurial service organization in an environment which is yet fully defined (February-November 2014)
- Secure and build-out the cultivation facility and obtain certificate of occupancy (April-May 2014)
- Germinate the initial crop from seeds (May 2014)
- Clone mother plants from the initial crop which will ensure more efficient future product development (July 2014)
- Secure and build-out the RMD and obtain certificate of occupancy (Summer/Fall 2014)
- Develop a detailed plan for the production and distribution of MIP's (Summer 2014)
- Recruit and train staff for the RMD and delivery services (September 2014)
- Build-out the kitchen facility to produce MIP's and secure ServSafe certification (September 2014)
- Open the RMD (November 2014)
- Make available MIP's (November 2014-December 2014)
- Launch the delivery services (November 2014)
- Quality control audits to be conducted around cultivation and business practices by an "expert" advisory group will occur in June, September and November 2014 to identify areas for refinement and improvement.]

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.

[CO intends to draw on experienced master growers and will use the latest techniques for hydroponic growing, a non-soil based medium. Instead, it utilizes a rock wool medium for plants with exposed roots that require watering on a regular schedule, yet is significantly more water efficient. In addition, plants will be cultivated in-doors, allowing for a controlled environment leading to an enhanced growth cycle. CO will cultivate the initial crop from seeds obtained from a reliable seed source and these plants will serve as mother plants for future crops.

As described earlier, after the initial crop, CO will use mother plants reflecting different strains to cultivate additional crops. In addition to shortening the length of time to get to harvest and allowing for continuous cycles of harvesting, using cloning technology allows for different strains to come to maturity at different times, while being able to identify the strength, quality and purity of the product.

To further enhance the growth cycle, CO will use the newest and most energy efficient lighting technology available in the market today. Philips Agrolite XT 1000w lights will reduce energy consumption by over 30% from standard HID lighting, while offering enhanced spectrum, 22% more micromols, and excellent lumen maintenance at 97%.

Pending securement of a provisional certificate, CO has identified two potential hires. Both are individuals who are native to the community, yet have worked in the industry in other states which allow medical marijuana. These individuals have spent between five and ten years in the industry and have extensive first-hand knowledge of what techniques work to produce the highest quality medical marijuana.]

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.

[Compassionate Organics (CO) is committed to producing the highest quality medical marijuana for patients and will be utilizing automated grow systems to ensure consistent quality and nutrient levels associated with the various strains. Our cultivation center will be maintained as a sterile environment and testing will be done on a frequent and regular schedule, e.g., the nutrient mix and water source will be tested and monitored daily to ensure the proper mix and acidity (pH) to ensure quality, while reducing contaminants and mold.

CO will maintain a formal relationship with an ISO certified local laboratory, e.g., MCR Labs (Medical Cannabis Research Labs). The accreditation process and licensure requirements for ISO-17025 from A CLASS are pending approval by the DPH and these are expected to be completed by early 2014. CO will utilize an ISO certified lab to conduct accredited quality assurance testing (compliant with evolving DPH requirements) for contaminants, such as mold, mildew, heavy metals, pesticides and other foreign matter. We will also secure quantitative testing for active cannabinoids found in a variety of medical marijuana products, including MIP's. In addition, CO will work with the ISO lab to support our quality assurance and risk management efforts, as well as to engage them in our regular internal audit process to improve business operations and product quality through cannabinoid profiles. The frequency of the testing process will be consistent with the standards and regulations established by the DPH for ISO certified labs.]

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.

[Compassionate Organics will dispose of excess or damaged medical marijuana by incinerating the waste matter on-site, in a separate isolated area, so as not to contaminate other products or plants. To prevent diversion, CO will utilize a seed to sale tracking database software, MJ Freeway, for all marijuana that is produced. This tracking will allow us to isolate each strain and batch to ensure that all medical marijuana is accounted for with unique identifiers and that CO remains in full compliance with regulatory standards and procedures. In combination, these steps will ensure that no medical marijuana is diverted and that all waste is fully disposed of safely and securely using a commercial grade agricultural incinerator.]

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.

[CO plans on providing MIP's, as well as educational materials to assist patients to determine what may best serve their needs. Our goal upon issuance of a provisional certification is to develop a more detailed implementation strategy for producing and offering MIP's. We believe it is important to make MIP's available and will need to develop an operational plan for attaining certification under the ServSafe Food Handler Program, which establishes standards and provides training around food safety and five key areas including: Basic Food Safety; Personal Hygiene; Cross-contamination and Allergens; Time and Temperature; and, Cleaning and Sanitation.

Our goal is to offer a selection of MIP's, including cookies and brownies, peanut butter cups, breath mints, tinctures, and oils. These items would be produced in our specially designed kitchen located within the cultivation center. The MIP department, which would be certified and operated in accordance with ServSafe standards, would be lead by a seasoned and trained chef with experience in producing recipes for marijuana infused products.

Labeling of MIP's will be in accordance with DPH and other pertinent regulations and inventory and sales would be tracked through the MJ Freeway inventory tracking software that tracks and identifies all products, as well as patients to whom the product is sold. MIP's will be stored and handled in the same manner as other medical marijuana products, including being secured in the "vault" at the retail RMD.

As a result of a dialogue around concerns that such products could be unsecured in patient's homes and thus unintentionally available to children, CO took the initiative and will be providing combination "lockboxes" at no charge to patients for safe and secure storage of the MIP's. CO has entered into an agreement with the LockMed Corporation in Pittsburg, PA to obtain these medical lockboxes for free distribution to our patients.]

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.

[CO has selected MJ Freeway Software Solutions to provide a suite of services for inventory management, seed to sale tracking and other preventative strategies to avoid diversion. MJ Freeway's system is fully integrated, with features for tracking, managing and reporting on all facets of business operations unique to the industry. GrowTracker monitors grow operations, MixTracker monitors MIP operations, and GramTracker monitors patient records, as well as point of sale operations. All components of the software maintain strict batch tracking through all operations, representing true 'seed-to-sale' inventory management.

The MJ Freeway software suite will assign a batch number to each set of like plants at the time of harvest and will maintain this batch number until the finished product reaches the end user in whatever form delivered, be it flower, edible, or concentrate. Individual plant records may be used to track any employees who touch a plant, as well as what nutrients went into a plant. Product taken from any batch also record histories, tracking any related MIP operations, movement of product, or other adjustments performed through distribution to the end user. Reports may be run specific to current and historical batch information, including defining the end purchaser of any given batch or package from that batch, and such data may be used for recall or audit purposes should the need arise.

The inventory features within the software enable tracking of all plants, trim, waste, MIP goods, finished flower inventory, and more. The modular nature of the system means inventories are stored relative to their place in the process. Plant inventory may be broken down by site, room, or table. Finished goods inventory may be tracked in bulk and then distributed to the dispensary where it may be assigned to specific employee workstations or delivery drivers. All batch information is maintained throughout the inventory process. The detailed nature of inventory tracking capability within the system will give CO unparalleled access in monitoring inventory for theft or loss. Third party test data is also tracked by batch number and the system will print automated labels including this test data on finished goods as required.

Storage of marijuana products will be tracked and maintained through MJ Freeway as described above.

[All loose marijuana will be stored in tamper-evident bags, as to further prevent diversion.]

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.

[CO plans to locate the retail RMD operations in Brighton, MA. and considers our general service area to include a five mile radius of our proposed dispensing location, plus servicing patients that opt for home delivery. To project our patient population, we have projected the number of patients per thousand, that are affected by illnesses most commonly treated with medical marijuana, including cancer, HIV/AIDS, multiple sclerosis, Parkinson's, ALS, Crohn's, Hepatitis C, and other debilitating conditions. This calculation indicates that approximately 1.3% of the general population will qualify for medical marijuana, which is also consistent with data from other states. We used this number as a percentage of the general population, (approximately 1.08 million people) within our estimated service area (within a 5 mile radius of the proposed RMD with additional outreach for delivery) to determine the total patient population that would qualify to use medical marijuana, or approximately 14,637 prospective patients based on this calculation. CO anticipates a utilization rate of 12% of the projected patient population by the end of year 1 of operations, or approximately 1,756 patients.

CO will be serving an incredibly diverse market through its retail RMD and delivery service and will recruit staff with that perspective in mind, seeking individuals with multi-lingual capacity. In addition, our educational materials will be available in multiple languages and our website will have the option to be viewed in 71 different languages. Registered patients opting for home delivery will be able to place an order directly through the site. In addition, CO will use the translation services of Linguistic Systems, Inc. to meet the needs of any patient that wishes to place an order over the phone or has questions or concerns related to the use of medical marijuana products.]

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.

[MJ Freeway Software Solutions will be essential in allowing CO to maintain a comprehensive and confidential patient record keeping system, while also supporting general business operations. MJ Freeway will be used as an integral component of business management operations for tracking of all marijuana related items. The system will track and record plant assignments, movements, and changes in state; batch dates of creation, yield weights, and created packages; nutrients used; test results; MIP ingredients; creation, movement, and sale of finished goods; and employee system access.

The system breaks down inventory by location and stage of the manufacturing process, and stores the operation's gross inventory in sub-locations as appropriate. Inventory may be assigned down to employee level. All data is time-stamped within the system, including inventory transfers and conversions, and employee access, further assisting in preventing theft or diversion. In addition, integration of the MJ Freeway Software with the biometric fingerprint technology that CO will employ allows us to maintain the highest level of security and virtually eliminate opportunities for diversion.

MJ Freeway has informed CO of its commitment to integrate with the State of Massachusetts tracking system once such system is established and appropriate API's to enable such integration are provided by the vendor supplying the system. Upon integration, MJ Freeway will provide data feeds to the data points needed to meet regulatory compliance. In addition, several members of CO's executive management team will be HIPAA certified, which will assist in meeting the high standards of patient confidentiality required in the patient record keeping process.]

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.

[CO will create a CO CARES Foundation for the purpose of providing discounted or free medical marijuana products for patients with demonstrated need and to advance health and education programs in the communities that host the RMD and the cultivation center.

CO CARES Foundation will operate a Need-Based Patient Program (NBPP) to assist patients with "verified financial hardship" (VFH) to obtain discounted or free medicine. VFH is defined as any individual receiving MassHealth, Supplemental Security Income (SSI), or anyone whose income does not exceed 300% of the federal poverty level, adjusted for family size as per 105 CMR 725.004. The income limits for Massachusetts residents vary, based on family size and combined gross monthly income. In addition, for patients who currently use medical services through a federally funded provider, CO CARES will ensure that they have access to the range of information and referrals around medical marijuana as a health care option at no cost to them. CO anticipates finalizing a "no fee and sliding scale fee" structure prior to opening the RMD

CO will train CO CARES Advocates around the process and parameters for serving individuals designated as VFH., including how to support them to document eligibility and to navigate the process of authorization. Once a patient is designated as VFH, they will be eligible to obtain medical marijuana products as required, similarly to all other patients.

CO has also committed to developing the CO CARES Foundation, once the enterprise has achieved sustainability, and to establish funding priorities that include supporting health and educational programs in the communities that host the RMD and the cultivation center. We believe that as members of the community in which we operate, CO has a responsibility for making investments that align with our belief in the importance of ensuring access to options that advance health, wellness and quality of life. At this time, based on preliminary projections, we expect to launch the CO CARES Foundation toward the end of the third year of full operations]

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.

[CO is committed to enhancing education and information around the responsible use of medical marijuana. One key learning we have had as a result of our deep engagement and numerous meetings with community groups, elected officials and the general public has been the extent to which people are misinformed or lack information around medical marijuana, its benefits and consequences. Recent scientific and research findings are emerging causing many to consider medical marijuana as a valid health care option and to realize the need to be well educated around all aspects of this to make well informed decisions. CO will continue to present at formal and informal gatherings to provide clear, unbiased information and to address questions that arise from potential medical marijuana patients or the general public.

CO has developed a web site, offering information in multiple languages, to provide the public with the latest information and research and also to address typical questions that arise around the use of medical marijuana. In addition, our web site will serve as a key source of information for our patients, who will be able to log-in to their accounts once they are registered, and will also be able to communicate anonymously with other registered patients. Through these forums, patients can provide mutual support and learning for each other, particularly for those suffering from similar conditions and symptoms. In fact, the web site has been designed with the functionality to allow CO registered patients to set up blogs, as well as direct patient to patient communication.

In the lobby of the RMD, CO will create a "Learning Corner" in which printed and video educational materials and information will be available in multiple languages around the health effects of medical marijuana, methods of ingestion, recommendations for cooking, as well as information for patients who wish to cultivate their own medical marijuana as permitted.

Patient advocates in CO's RMD will be trained around the latest findings and be prepared to provide education and answer questions for patients as they consider making a choice about the benefits and consequences of using medical marijuana and/or around the various forms of ingestion. In addition, all patients and registered caregivers will be provided with written documentation of frequently asked questions (FAQ's), as well as with contact information to obtain further assistance or to address any unexpected side effects from using medical marijuana.]

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.

[CO will comply with the limitations around marketing and advertising that are inherent in the regulations and thus, no promotional or marketing materials will be produced or disseminated.

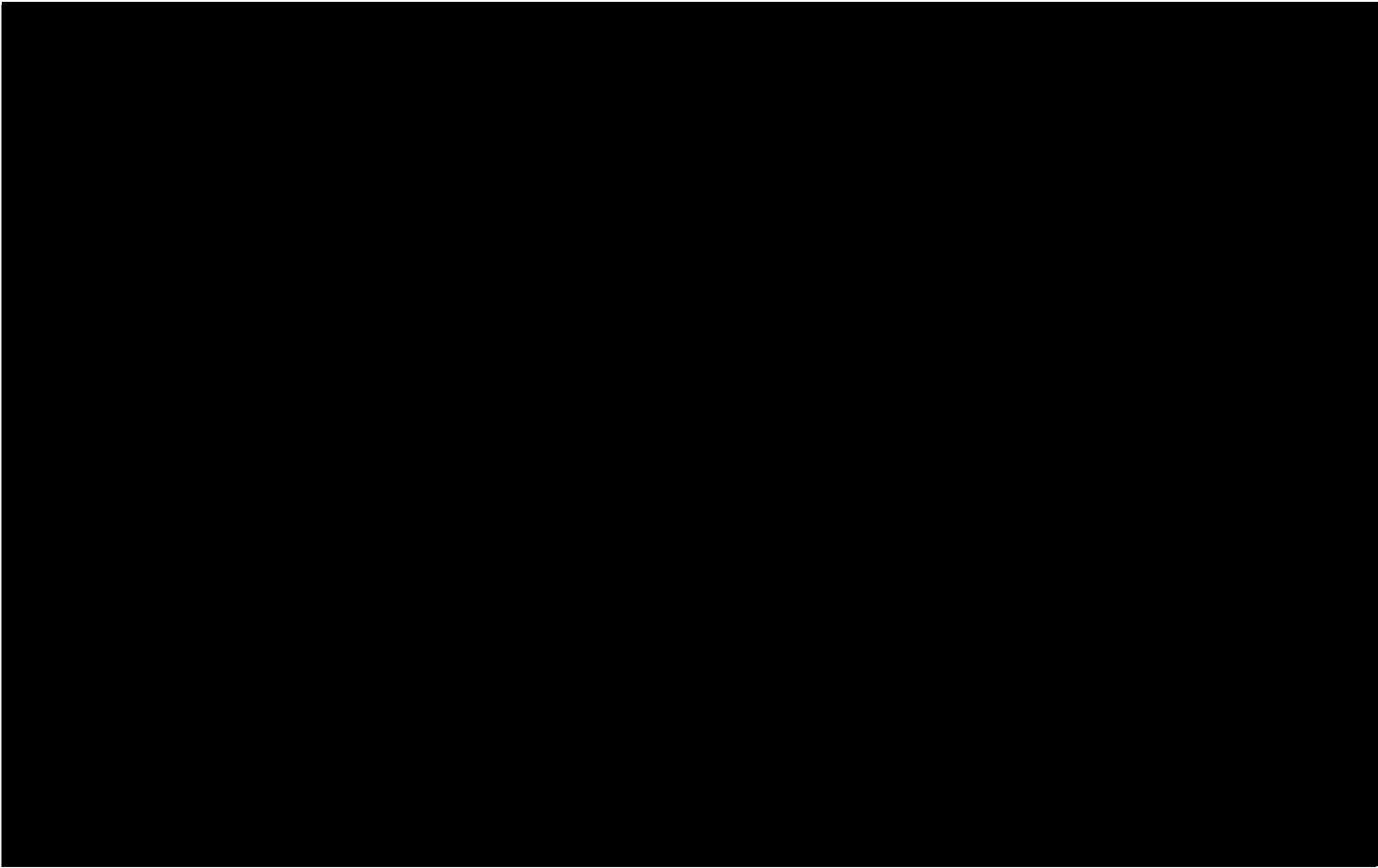
CO will continue to reach out and participate in presentations to community groups and other organizations, as well as to develop "white" papers as a means of educating and informing the public, as well as special interest groups, around the options, the benefits and the consequences of using medical marijuana to address recognized health conditions. CO welcomes the opportunity to contribute and advance the ongoing dialogue around this health care option and to ensure that access to medical marijuana is available as a respected health care option. In addition, CO believes that by having well informed, caring staff provide information and education to guide our patients as they navigate the uncharted territory of medical marijuana will serve as a testament to the value of our work.

In keeping with the expectation that advertising and marketing are outside the parameters of the existing regulations, CO has developed a subtle and simple corporate logo which is a blue "C" with a smaller green "O" embedded within and the company name identified underneath in green and blue. All of our printed materials will use the CO logo.

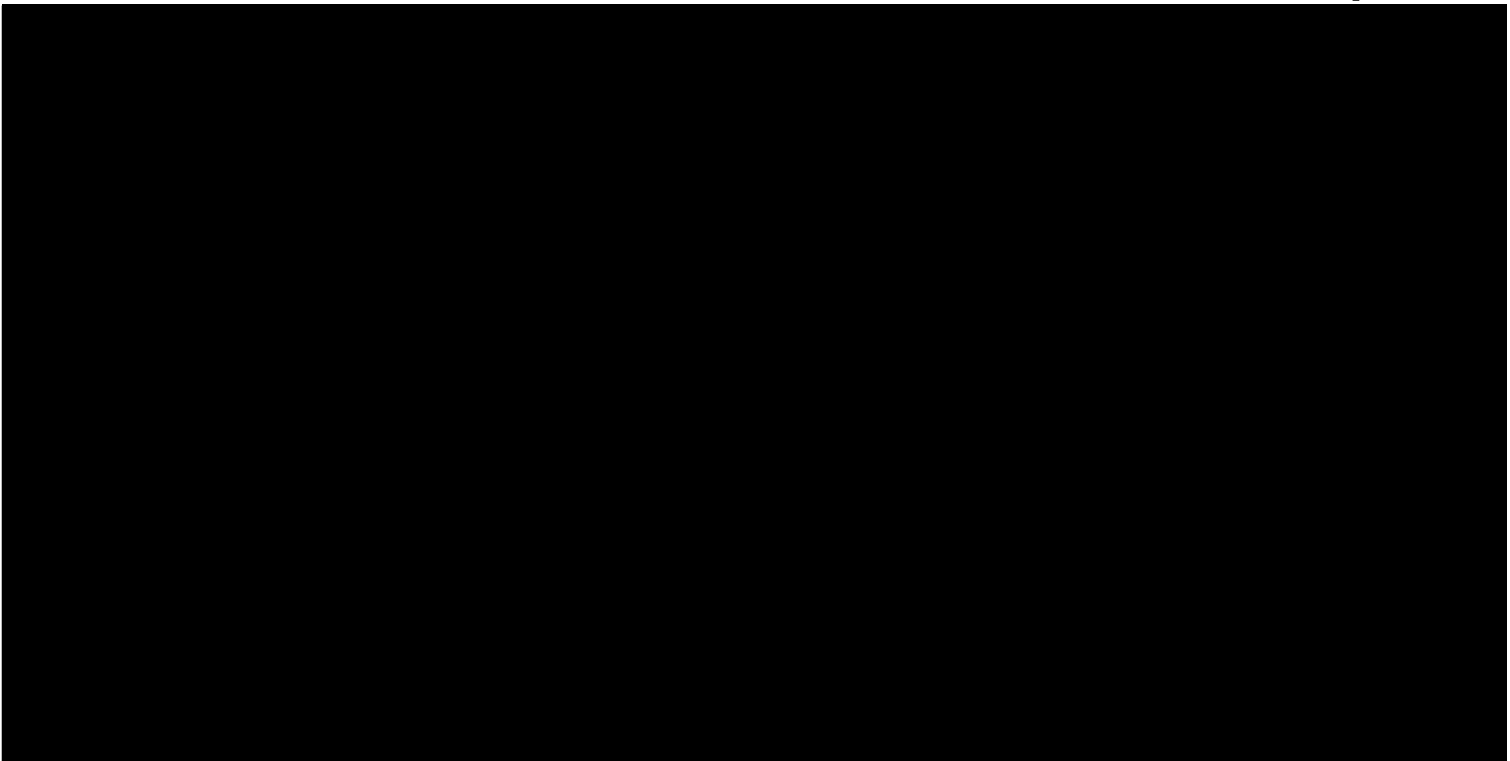
Finally, CO will use external signage that is no larger than 16" x 18" , consistent with the initial draft regulations issued by the DPH, as a way of maintaining a respectful and discreet presence within the community.]

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.

[CO will implement an incident management program, consisting of policies and procedures on documenting, reporting, and managing any adverse incidents, consumer complaints, operational concerns, and issues that are escalated to local law enforcement. CO can effectively manage and investigate these incidents through the following procedures: Assessing the issues and defining objectives, gathering and verifying information, presenting the findings and determining corrective action, and further prevention through education.

The first step in any incident management program is assessing the incident. It's important to know whether company laws or policies have been broken and which individuals must be notified. A formal planning phase will outline the tasks and objectives of the incident report, as well as identify those agents involved, what behavior occurred, what violations of company policies, laws or regulations occurred, and identify members of the team that will be involved in the management of the issue.

Gathering information through methods such as interviewing the parties involved and the use of surveillance recordings will assist in verifying and analyzing information. A standardized documenting procedure will ensure a well-organized review as well as provide an audit trail should the incident escalate. Information to be documented will include record keeping of all tasks or activities related to a report, records of who was involved, what was involved and when the incident occurred, and any further evidence of the incident.

The members responsible for the management of the issue will provide the information necessary for the decision-making team to determine the right corrective action. The recommendation for disciplinary or corrective action should be recorded as part of the procedure for documenting incidents.

One of the most important steps in the management of any incident is to reflect, educate, and take steps to prevent a similar issue from occurring in the future. This further exemplifies the importance of comprehensive record keeping and documentation of every incident. This information can be used to identify potential problem areas in the business operation, pinpoint areas where additional training is needed, or identify areas of compliance that require additional oversight.]



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: [Geoffrey] Last Name: [Reilinger]

Title: [President & CEO]

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



ORGANIZATIONAL CHART
(Exhibit 1.3)

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

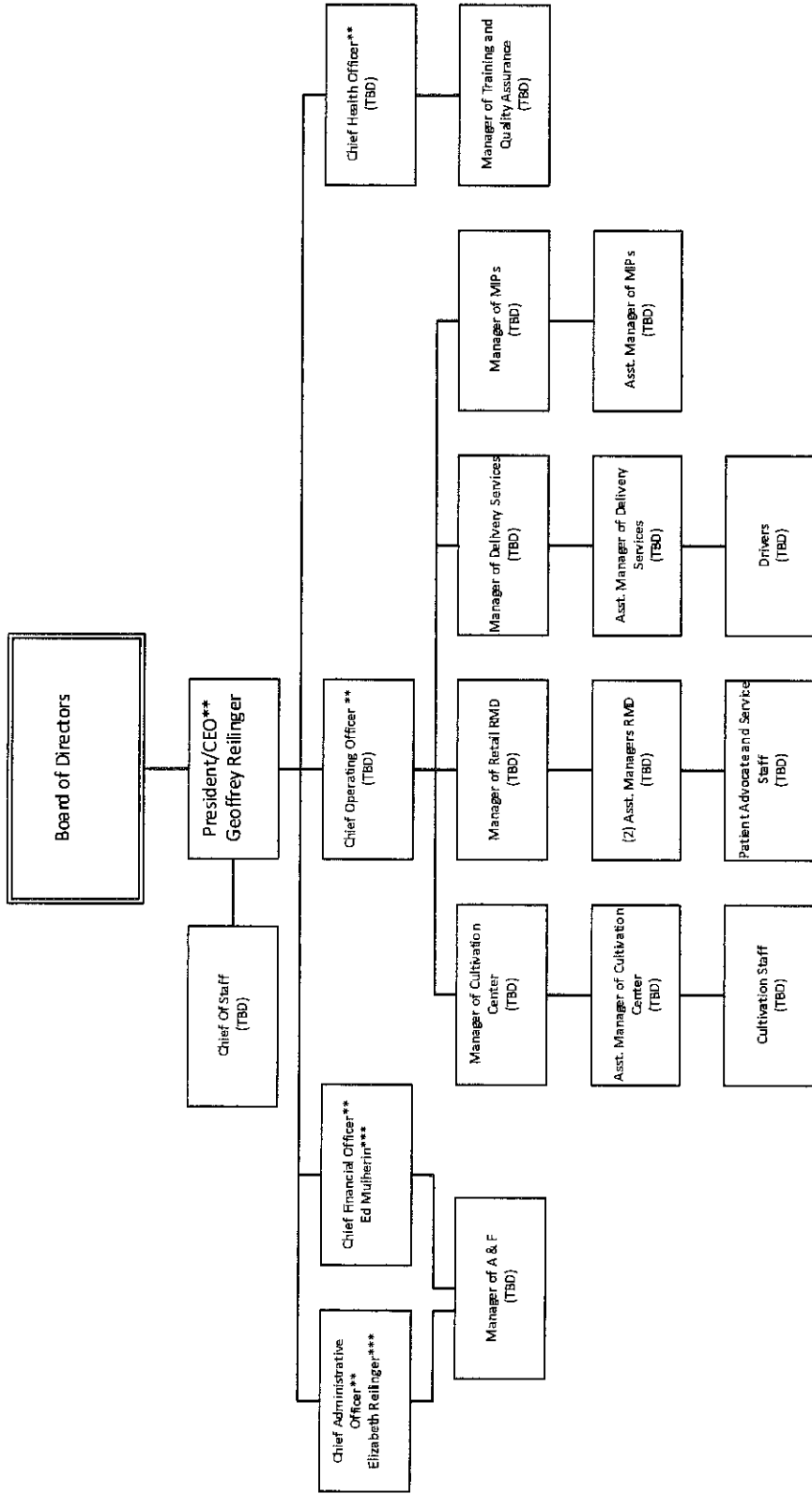
Corporation Name: Compassionate Organics, Inc.

Application # (if more than one):

Attach organizational chart.



Compassionate Organics
Organizational Chart*
November 2013



*First Year Operations
**Executive Management Team
***Contracted Services

ORIGINAL

BOARD OF DIRECTORS
(Exhibit 1.4)

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

Corporation Name: Compassionate Organics, Inc

Application # (if more than one): _____

	Board Role	Name	Date of Birth	Business Email	Business Address
1	President/Chair	Elizabeth Reilinger, Ph.D.		ereilinger@leadwellpartners.com	790 Boylston St., #16H, Boston, MA 02199
2	Vice Chair	Geoffrey Reilinger		greilinger@compassionateorganics.com	790 Boylston St., #16H, Boston, MA 02199
3	Treasurer	Elizabeth Reilinger, Ph.D.		ereilinger@leadwellpartners.com	790 Boylston St., #16H, Boston, MA 02199
4	Clerk/Secretary	Geoffrey Reilinger		greilinger@compassionateorganics.com	790 Boylston St., #16H, Boston, MA 02199
5	Director	Joel Pierce, Esq.		JPierce@piercedavis.com	90 Canal St., Boston, MA 02114
6	Director	Jerry Dezutter		jdezutter@als.net	5 Fallsbrook Road, Hudson, MA 01749



PLEASE NOTE: Russell Herndon has been removed from the Board of Directors and replaced with Jerry Dezutter.

ORIGINAL

MEMBERS OF THE CORPORATION
(Exhibit 1.5)

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

Corporation Name: Compassionate Organics, 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	Elizabeth Reilinger, Ph.D.	790 Boylston St., # 16H, Boston, MA 02199	President	N/A
2	Geoffrey Reilinger	790 Boylston St., #16H, Boston, MA 02199	Vice President, Treasurer, Clerk	N/A
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: President/Chair: Treasurer: Clerk/Secretary:		
2		CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		
	Add more rows as needed.....	CEO/ED: President/Chair: Treasurer: Clerk/Secretary		

ORIGINAL

CORPORATE BYLAWS
(Exhibit 1.6)

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

Corporation Name: Compassionate Organics, Inc.

Application # (if more than one): _____

Attach bylaws.



**BY-LAWS
OF
COMPASSIONATE ORGANICS, INC.**

ARTICLE I

ARTICLES OF ORGANIZATION

The name and purposes of the Corporation shall be as set forth in the Articles of Organization. These By-laws, the powers of the Corporation and of its Members, its Directors and its officers, and all matters concerning the conduct and regulation of the Corporation shall be subject to the Articles of Organization in effect from time to time.

ARTICLE II

MEMBERS

Section 1 MEMBERSHIP. The Members of the corporation (the "Members") are those persons listed in the List of Members appended hereto. The Charter Members are those persons who were Members at the time of incorporation of the Corporation. The Members shall have such powers as provided by law, the Articles of Organization, or these By-laws. The Members may act by meeting or by written consent. Additional persons may be elected to membership by the Members. A person elected a Member shall remain a Member until his or her death, resignation or removal. A Member other than a Charter Member may be removed by a majority vote of the Members.

ARTICLE III

BOARD OF DIRECTORS

Section 1 POWERS. The general management of the business, property and affairs of the Corporation shall be vested in a Board of Directors. A staff may be hired to assist in the performance of the function of the Corporation.

Section 2 ELECTION, TERM OF OFFICE AND VACANCIES. The first Board of Directors shall be those persons listed as having the powers of Directors in the Articles of Organization. Each Director shall hold office until his or her successor is duly elected by the Members, or until he or she sooner resigns, is removed, becomes disqualified, or dies. The Members may elect new Directors to fill any vacancy, including a



ORIGINAL

vacancy caused by increasing the number of Directors serving on the Board.

- Section 3 RESIGNATION. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors. Such resignation shall be effective at the time specified therein, or if no time is specified, upon receipt by the Board.
- Section 4 REMOVAL AND SUSPENSION. A Director may be removed or suspended with or without cause by the Members.
- Section 5 COMMITTEES. The Board of Directors may delegate such of its powers as it considers advisable, except those powers which by law, the Articles of Organization, or these By-laws may not be so delegated, to such committees as the Board of Directors or these By-laws may from time to time establish. All committees shall serve at the pleasure of the Board of Directors. No committee Members other than a Director may exercise a power that may not be delegated to a non-Director. Except as the Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or such rules, its business shall be conducted as nearly as may be in the same manner as is provided in these By-Laws for the conduct of business by the Directors, including the taking of minutes and requirements for establishing a quorum and voting. Any action taken by any committee shall be reported to the Executive Committee or Board of Directors no later than the date of the meeting of the Executive Committee or Directors next following the date of such action.
- Section 6 EXECUTIVE COMMITTEE. The Board of Directors may elect an executive committee of Directors, which executive committee shall, except as the Board of Directors otherwise determines and provided that executive committee action shall not conflict with the express actions or policies of the Board of Directors, have full power and authority to act on all matters between meetings of the Directors, except for power and authority that may not be delegated by the Board of Directors, and except for the power to elect officers, to fill officer vacancies, to remove or suspend officers from office, to hire, terminate or establish the compensation of the Executive Director/CEO, to approve the Corporation's annual budget; to select the any independent auditor for the Corporation; to change the principal office of the Corporation, to authorize a sale, lease, exchange, or other disposition of all or substantially all of the assets of the Corporation, to authorize a merger or consolidation of the Corporation, to authorize dissolution of the Corporation, or to initiate a bankruptcy proceeding. The Executive

Committee shall maintain a written record of its work and report in writing to the full Board of Directors.

ARTICLE IV

MEETINGS OF BOARD OF DIRECTORS

- Section 1 ANNUAL, REGULAR AND SPECIAL MEETINGS. The Board of Directors shall meet annually on such date and at such place and time as the Board of Directors shall determine. Regular meetings shall be at such date, place and time as the Board of Directors may from time to time determine. Special meetings may be called by the President, the Board of Directors, or the Members.
- Section 2 NOTICE. Written notice shall be given to the Directors and to the Members of all meetings stating the date, purpose, time and place of such meeting: (a) by mailing, postage prepaid and addressed to the appropriate last known home or business address at least seven days before the meeting; (b) by causing such notice to be sent by telegram, fax, e-mail, or other means of written communication at least forty-eight hours before the meeting to the Director's or Member's address as it appears in the records of the Corporation; or (c) by providing such notice in person or by telephone at least forty-eight hours before the meeting. However, except as otherwise required by law, the Articles of Organization or these By-Laws, separate notice of regular meetings, if fixed in advance or occurring on a regular schedule agreed upon in advance by the Board of Directors, is not required, provided that all Directors and the Members have notice of such fixed or scheduled date, time and place.
- Section 3 QUORUM AND VOTING. A majority of Directors then in office shall constitute a quorum at all meetings. When a quorum is present, voting at any meeting shall be by majority vote except as required by law, the Articles of Organization, or these By-laws.
- Section 4 ACTION WITHOUT A MEETING. Any action required or permitted to be taken may be taken without a meeting if all those entitled to vote consent in writing and if the written consents are filed with the records of the Corporation. Consent may be given by facsimile transmission or by electronic mail. Such consents shall be treated for all purposes as a vote at a meeting.
- Section 5 TELEPHONIC PARTICIPATION IN MEETINGS. Members of the Board of Directors or any committee designated by the Board of



Directors or these By-laws may participate in a meeting of the Board of Directors or such committee by means of a conference telephone call or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participating by such means shall constitute presence in person at a meeting.

Section 6 WAIVER OF NOTICE. Whenever any written notice is required to be given by these By-laws, a waiver of notice given either before or after the action for which notice is required shall have the effect of written notice. Attendance by a Director at a meeting without protest as to notice shall have the effect of waiver of notice.

ARTICLE V

OFFICERS

Section 1 ENUMERATION. The officers of the Corporation shall be a President, a Clerk, a Treasurer, and such other officers as the Board of Directors may from time to time appoint. A person may simultaneously hold more than one office in the Corporation.

Section 2 ELECTION AND TERM. The initial officers of the Corporation shall be those persons listed as having the powers of officers in the Articles of Organization, each serving until his or her successor is elected and qualified.. Thereafter, the Directors at the Annual Meeting or special meeting in lieu thereof shall elect all officers to hold office at the pleasure of the Board of Directors or for terms established by the Board of Directors until their successors are elected and qualified.

Section 3 POWERS. The officers shall have the powers and perform the duties customarily belonging to their respective offices, including the powers and duties listed below:

- a) The Board of Directors may elect a Members of the Board of Directors to serve as Chair of the Board. If a Chair is elected, the Chair of the Board shall preside at all meetings of the Board of Directors, shall perform all duties incident to the office of Chair, and shall have such other powers and duties as the Board of Directors determines. The Chair may simultaneously hold more than one office in the Corporation. If the Corporation does not have a President, the Chair of the Board shall have the powers and duties incident to the office of President, except as otherwise provided by the Board of Directors or these By-laws.



- b) The President shall, except as otherwise specified by the Board of Directors, be responsible to the Board of Directors for the administration of the Corporation's affairs. Except as otherwise provided by the Board of Directors or these By-laws, the President shall preside at all meetings of the Board of Directors at which he or she is present.
- c) The Clerk shall be responsible for the recording and maintenance of the corporate records and documents of the Corporation, including records of all meetings of the Board of Directors, and for the issuance of calls and notices of meetings of the Board of Directors. If the Clerk is absent from any meeting, a temporary Clerk chosen at the meeting shall exercise the duties of the Clerk at such meeting. The Clerk shall have such other duties and powers as designated by the Board of Directors.
- d) The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. The Treasurer shall be responsible for the safe custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide. With the advice and consent of the Board of Directors, he or she shall have power to invest and reinvest surplus funds. The Treasurer shall have such other duties and powers as designated by the Directors.

Section 4 RESIGNATION. Any officer may resign at any time by giving written notice of such resignation to the President or the Clerk. Such resignation shall be effective at the time specified therein, or if no time is specified, upon receipt by the officer to whom it is given.

Section 5 REMOVAL AND SUSPENSION. An officer may be removed or suspended either with or without cause by an affirmative vote of a majority of the Directors then in office at any meeting of the Board. Such removal shall be without prejudice to contract rights, if any, of the person so removed. Election or appointment as an officer shall not of itself create contract rights.

Section 6 VACANCIES. A vacancy in any office shall be filled by the Board of Directors at any meeting.



ARTICLE VI

COMPENSATION

- Section 1 DIRECTORS. No Director shall receive compensation for serving as such. Directors may be reimbursed for reasonable expenses incurred in connection with the affairs of the Corporation including attendance at meetings.
- Section 2 OFFICERS. The officers shall receive such compensation as the Board of Directors may determine. No officer shall be prevented from receiving compensation by reason of the fact that he or she is also a Director.

ARTICLE VII

BENEFACTORS, SPONSORS, ADVISORS AND FRIENDS OF THE CORPORATION

The Board of Directors may from time to time designate certain persons or groups of persons as benefactors, sponsors, advisors, or friends of the Corporation or such other title as it deems appropriate. Such persons in such capacity shall have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum, and shall have no other rights or duties with respect to the Corporation other than as designated by the Board of Directors.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

The Corporation shall to the extent legally permissible and consistent with the Employee Retirement Income Security Act of 1974, as amended, indemnify each of its present and former Directors and officers and any person who serves or has served, at the Corporation's request, as Director, Trustee, officer or Members of another organization or in a capacity with respect to any employee benefit plan (and the heirs, executors and administrators of the foregoing) (the "Indemnified Person") against all expenses and liabilities which the Indemnified Person has reasonably incurred in connection with or arising out of any action or threatened action, suit or proceeding, whether civil, criminal, administrative or investigatory, in which the Indemnified Person may be involved, directly or indirectly, by reason of serving or having served in a capacity identified above. Such expenses and liabilities shall include, but not be limited to, judgments, fines, penalties, court costs and attorney's fees and the cost of reasonable settlements. However, no such indemnification shall be made in relation to matters as to which such



Indemnified Person shall be finally adjudged in any such action, suit or proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation, or, in the case of a person who serves or has served in a capacity with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such plan.

If authorized by the Board of Directors, the Corporation may to the extent legally permissible and consistent with the Employee Retirement Income Security Act of 1974, as amended, indemnify each of its present and former employees and other agents (collectively, "Agent"), defined to include those employees and agents other than Indemnified Persons as defined in the preceding paragraph, against all expenses and liabilities which the Agent has reasonably incurred in connection with or arising out of any action or threatened action, suit or proceeding, whether civil, criminal, administrative or investigatory, in which the Agent may be involved, directly or indirectly, by reason of being or having been an Agent. Such expenses and liabilities may include, and are not limited to, judgments, fines, penalties, court costs and attorney's fees and the cost of reasonable settlements. However, no such indemnification shall be made in relation to matters as to which such Agent shall be finally adjudged in any such action, suit or proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation, or, in the case of a person who serves or has served in a capacity with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such plan.

Indemnification may include payment of reasonable expenses in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the Indemnified Person or Agent to repay such payment if the Indemnified Person or Agent shall be adjudicated to be not entitled to indemnification hereunder, which undertaking may be accepted regardless of the financial ability of the Indemnified Person or Agent to make repayment.

In the event that a settlement or compromise of such action, suit or proceeding is effected, indemnification may be had, but only if such settlement or compromise and such indemnification are approved:

- i. by a majority vote of a quorum consisting of disinterested Directors;
- ii. if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting of all the disinterested Directors;
- iii. if there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by special independent legal counsel appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the person



to be indemnified appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan); or

iv. by a court of competent jurisdiction.

The foregoing right of indemnification shall not be exclusive of other rights to which any Indemnified Person or Agent may be entitled as a matter of law. The Corporation's obligation to provide indemnification under these By-Laws shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage maintained by the Corporation or any other person.

ARTICLE IX

GENERAL

- Section 1 CORPORATE SEAL. The corporate seal, if any, shall be in a form determined from time to time by the Board of Directors.
- Section 2 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December, unless otherwise determined by the Board of Directors.
- Section 3 RECEIPT AND DISBURSEMENT OF FUNDS. The Board of Directors may designate such other officer or officers who in addition to or instead of the President or Treasurer shall be authorized to receive and receipt for all moneys due and payable to the Corporation from any source whatever, to endorse for deposit checks, drafts, notes, or other negotiable instruments, and to give full discharges and receipts therefor. Funds of the Corporation may be deposited in such bank or banks as the President or Board of Directors may from time to time designate or with such other corporations, firms, or individuals as the Board of Directors may from time to time designate.
- Section 4 EXECUTION OF DOCUMENTS. Except as otherwise provided by law, the Board of Directors or these By-Laws, the Chair, President or Treasurer shall sign for the Corporation all deeds, agreements and other formal instruments.
- Section 5 COMMUNICATION BY FACSIMILE, ELECTRONIC, OR OTHER WRITTEN MEANS. Written notice or waiver of notice or other



communication under these By-Laws may be given by facsimile transmission, electronic mail, or other means of written communication.

ARTICLE X

AMENDMENTS

These By-laws may be amended by the Members.

Adopted: April 12, 2011

56849.0/504965.2



LIST OF MEMBERS

The Members of the Corporation are:

Elizabeth Reilinger, Charter Member

Geoffrey Reilinger, Charter Member

56849.0/504965.2



ORIGINAL

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: Compassionate Organics, 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: Compassionate Organics, Inc. Application # (if more than one): _____

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

REFERENCES
(Exhibit 1.9)

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

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

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Marc Schwartz, CPA	781.444.8455, ext 2 Marc@goldbergcpas.com	Personal accountant	2001-Present
2	Rick Levin, Esq.	617 492-9700 RLevin@cumskylevin.com	Real Estate attorney	1999-Present
3	Gary Thomas	603.546.2000 gary@nothpointcm.com	Contractor for various commercial projects.	1996-Present



ORIGINAL

EXECUTIVE MANAGEMENT TEAM

(Exhibit 2.1)

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

Corporation Name: Compassionate Organics, 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	Geoffrey Reilinger		greilinger@compassionateorganics.com 617 543-8796	790 Boylston St., # 16H, Boston, MA 02199
2	Chief Financial Officer/Director of Finance	Edward Mulherin		emulherin@ecratchit.com 781-356-8050	625 Grove St, Braintree, MA 02184
3	Chief Administrative Officer	Elizabeth Reilinger, Ph.D.		ereilinger@leadwellpartners.com 617-247-2973	790 Boylston St., #16H, Boston, MA 02199
4					
5					
6					

ORIGINAL

**RESUMES FOR EXECUTIVE MANAGEMENT TEAM
(Exhibit2.2)**

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

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

List the résumés attached:

	Title	Name
1	Chief Executive Officer/ Executive Director	Geoffrey Reilinger
2	Chief Financial Officer/Director of Finance	Edward Mulherin
3	Chief Administrative Officer	Elizabeth Reilinger, Ph.D.
4		
5		
6		



GEOFFREY REILINGER
790 Boylston St
Boston, MA 02199
(617) 543-8796

SUMMARY

Seasoned professional with demonstrated skills in Retail/Operations management, Entrepreneurship, nonprofit management, Sales & Marketing. Energetic and creative hands on manager with strong communication, problem solving and project management skills adept at meeting project and financial targets in emerging, growth, and mature market environments.

EXPERIENCE

2009-Present REAL MAGIC POTION, CO. **Boston, MA**
President/General Manager

The Real Magic Potion Company designs, manufactures, and sells magical candy products to retailers who sell to the children and teen markets.

- Oversee all sales, marketing, and promotional logistics of startup candy brand.
- Coordinate all activities concerned with the production, pricing, and distribution of product.
- Direct and coordinate organization's financial and budget activities to fund operations, maximize investments, and increase efficiency.
- Establish and implement policies, goals, objectives, and procedures, conferring with board members, and staff members as necessary.
- Participate in community events with the goal of building brand awareness and "buzz".

2004-Present REILINGER PROPERTY COMPANIES **Boston, MA**
Commercial Real Estate Development and Brokerage

Large-scale commercial real estate brokerage of off-market transactions in the senior housing, industrial, and commercial/Retail sectors.

- Marketed and negotiated commercial building transactions up to \$150 million.
- Brokerage of space in senior, retail, and office sectors.
- Conducted 1031 Tax deferred exchanges for sellers wealth preservation.
- Provided developer oversight for projects in earliest stages.

2002-2004 PUBLIC FINANCE CONSULTING, LLC **Boston, MA**
Senior Consultant

Project management for non-profit, retail, emerging technology, and manufacturing businesses.

- Served as interim VP of Business Operations (focused on customer service, IT, and HR) for international, multiunit retail footwear business.
- Developed marketing campaign and distribution strategy for health and beauty E-Retail startup.
- Designed policies and managed HR operations for an online retail business.
- Assessed viability and revenue potential for strategic business units of a non-profit organization.
- Conducted analysis of operational and financial viability of alternative energy provider.

2002 DIGI-BLOCK **Watertown, MA**

 ORIGINAL

Chief Operating Officer

Senior manager for educational consumer product retail business providing breakthrough solutions for promoting mathematical literacy for children in grades K- 4.

- Managed all general operations including Human Resources, Administration, Facilities/Lease negotiations, IT and Inventory and Distribution resulting in improved cost efficiencies.
- Designed and managed customer service function and managed customer service staff.
- Managed budgeting and financial operations of the company including full P&L responsibility.
- Improved packaging to decrease shipping and warehousing costs and increase net profits.

1996-2001 JUNIORNET CORPORATION**Boston, MA****Vice President, Administration**

Founding employee for a venture capital backed educational retail service business for children, aged 3 to 12, that raised over \$80 million in equity financing and grew to a staff of over 135. Responsibilities included corporate strategy development, operational management and marketing.

- Responsible for construction and real estate management of multi-site business, including site identification, lease negotiations, construction build out oversight and property management.
- Designed and managed customer service function in support of retail service product.
- Developed and managed all internal operating systems and policies to support a rapidly growing online service business (including Administration, HR, A/P, A/R, purchasing and distribution).
- Developed business plan that resulted in securing over \$12 million in first and second round VC financing.

1995-1996 THE LIMITED, INC.**Boston, MA****General Manager (1995-1996)**

Provided management leadership for third highest volume store in a retail chain of more than 850.

- Managed all operations of retail flagship store with annual sales in excess of \$7 million.
- Recruited, trained and managed staff of 75 customer service personnel.
- Initiated local branding campaign to increase community awareness and boost sales.
- Increased comparable year's sales performance 20% through improved product merchandising.

1992-1995 REEBOK INTERNATIONAL**Stoughton, MA****Operations Manager/Corporate (1994-1995)**

- Served as District Sales Manager as needed, including the seven store North-Central district and five store Northeast district.
- Introduced new POS system throughout national retail chain, designed and coordinated training protocols, and monitored 24/7 technical support.
- Developed standard operating policies and procedures for fifty-store retail division.
- Coordinated logistics and operated off-site event securing \$700,000 in two weeks in one case,

EDUCATION

Babson College, MBA, Concentration in Entrepreneurship **2000**

Boston University, BA, Concentration in Political Science/Philosophy **1993**

**ORIGINAL**

Edward M. Mulherin CPA, Esquire

Founder-CEO eCratchit

Nonprofit CFO

www.ecratchit.com

emulherin@ecratchit.com

STRONG FINANCE =STRONG MISSION

Ed has over 30 years of experience providing, audit, accounting and consulting and CFO services to a diverse group of nonprofit clients.

In 2001, Ed conceived and founded eCratchit, a revolutionary concept for web based bookkeeping and accounting services. eCratchit developed a proprietary web-portal software that allows eCratchit the ability to perform the daily bookkeeping functions for their clients and allows their clients complete access to accounting records and software on-line. In addition, the company provides setup and cleanup services; audit management oversight, as well as CFO and Controller consulting. The company currently has 25 employees and 150 clients located all over the country of which over 50 are nonprofits.

eCratchit provides a unique nonprofit financial service. We become the Finance Team for our clients and provide a turn-key finance solution. We are able to do this with experienced nonprofit staff, online tools and best of breed policies and procedures. We are nonprofit experts and have worked with hundreds over the past 30 years.

We understand the unique issues and circumstances that a nonprofit has to deal with. Limited resources and capital, onerous compliance requirements, State and Federal funding rules; we have dealt with it all. Nonprofits also deal with unique GAAP requirements and independent annual audits, we make sure processes to handle these issues are set up correctly and that the audit will proceed smoothly. We also know that nonprofits have very involved Board of Directors and work closely with Management and the Board to ensure that reporting, compliance and forecasting are all done timely and accurately and that there are no surprises when it comes to Finance.

Ed has been a speaker at a number of nonprofit conferences including the Nonprofit Risk Management Annual Conference, Boston University School of Management and Harvard Law School. Ed is also a Board Member for CDA Collaborative Learning Projects; an Organization committed to improving the effectiveness of international actors who provide humanitarian assistance, engage in peace practice, and are involved in supporting sustainable development.

1990 Ed was one of the founding members of Braintree, Massachusetts based Leonard, Mulherin & Greene, P.C., a CPA and consulting firm, and has been instrumental in the firm's direction and dramatic growth over the past twenty years. The firm currently has over 30 professionals and a varied clientele including a robust nonprofit auditing and consulting practice. In addition, Ed is a Shareholder in Innello & Associates, PC a law firm specializing in business law, estate planning, and real estate matters.

Ed is a magna cum laude graduate from Boston College and is a cum laude graduate from Suffolk University Law School. In addition, Ed is a member of the Massachusetts Bar.

 ORIGINAL

ELIZABETH G. REILINGER, Ph.D.

ereilinger@leadwellpartners.com

EXPERIENCE

LeadWell Partners: Co-Founder and Managing Partner

2007-present

Established and leads a national consulting firm focused on supporting nonprofit organizations, emerging businesses and foundations to execute on strategy by building organizational and leadership capacity, strengthening programs and products, incorporating performance management and accountability into their practice, and enhancing enterprise sustainability to achieve social and fiscal impact.

Tufts University, Tisch College of Citizenship and Public Service: Senior Policy Fellow
2006-2010

Conducted research and seminars on national education reform issues, including strategies for leveraging successful transitions from K-12 to higher education.

Boston School Committee:

Chair 1997-2009

Member 1994-2009

Provided governance leadership for the Boston Public Schools (BPS) to advance an aggressive, data driven and standards based reform agenda that resulted in improved student achievement, as well as national awards (the prestigious Broad Award) recognizing the district as a model of urban education reform. Provided leadership around educational and operating policies, fiscal oversight of a \$1 Billion budget and the recruitment of two nationally recognized education leaders as Superintendents with tenures considerably above the average. Recognized for governance leadership as the inaugural recipient as the nation's "Outstanding Urban School Board" and by the Richard Green Award, the highest honor in the nation for leadership in education reform.

Crittenton, Inc.: President and CEO

1986-2006

Led one of Boston's oldest nonprofit multiservice and regulated ambulatory medical care organizations, engineering a strategic turnaround and growing the budget and operations more than tenfold and establishing the organization as the largest provider in the Commonwealth of Massachusetts offering services-enriched (early education, education, workforce development and health care) transitional housing to support homeless mothers and their children to break the cycle of poverty and dependence. Successfully designed and executed fundraising and capital campaigns, introduced evidence-based performance management in operations, established the foundation for an innovative and



ORIGINAL

successful merger to ensure the long term sustainability of the organization, and put into place an effective leadership transition strategy.

***Boston University, Sargent College of Allied Health: Associate Dean
1983-1986***

Developed the first college-wide applied research program increasing funding by 300%, including securing several national research grants. Designed and coordinated the implementation of revenue generating clinical services and enhanced the College's public service role, including hosting several statewide conferences and policy forums around the issues of at-risk youth and the elderly.

***Boston University, School of Social Work: Associate Professor
1983-1988***

Taught graduate seminars in social and health policy and qualitative evaluation methods.

***Cornell University, College of Human Ecology:
Director, Social Welfare Policy Center 1977-1980
Lecturer 1974-1982***

Designed and established an applied social policy research center that conducted policy research and program evaluation, as well as provided technical assistance, capacity building and training for public and private organizations at the national, state and local levels around health care and human service delivery. Published and disseminated research findings to inform policy decisions and knowledge transfer. Taught undergraduate and graduate courses, as well as continuing and executive education around social policy, nonprofit management and evaluation research.

***Ithaca College, Department of Health Care Administration: Assistant Professor
1976-1980***

Taught courses in health care policy and administration.

***SUNY, Old Westbury: Assistant Professor
1973-1974***

Taught courses in health care policy and developed community service and internship programs with municipal and state government in the areas of education and health care.

***Tompkins Cortland Community College, Department of Nursing: Assistant Professor
1970-1973***

Taught courses in maternal and child health, medical-surgical practice, and community and public health. Supervised students in clinical practice.

EDUCATION

Ph.D, Cornell University

MS, Cornell University

BA, SUNY

RN, Long Island University



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EVIDENCE OF CAPITAL
(Exhibit 4.1)

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

Corporation Name: Compassionate Organics, Inc.


Application # (if more than one): _____

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

Attach one-page bank statement.

PLEASE NOTE: Evidence of Capital has been provided by Elizabeth Reilinger. Previous commitment is void.



1. Name and Address of Customer (s)		2. Requestors address (if applicable)		
ELIZABETH G REILINGER 790 BOYLSTON ST # 16H BOSTON, MA 02199-7915				
3. Deposit accounts of applicants				
Type of account	Account Number	Current Balance	Date Opened	Type of Registration
Brokerage	[REDACTED]	\$1,100,671.69	[REDACTED]	[REDACTED]
4. Additional information:				
The information above is as of the close of business on November 15, 2013.				
5. Authorized Signature:		6. Title:		6. Date:
		Financial Representative		November 18, 2013
7. Please print or type name signed in Item 5.		8. Our file: [REDACTED]		
Courtney Colantuno		BRANCH/ICACVFORM 535030.1.0		



Letter of Commitment

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

Date: November 18, 2012

Name of the Corporation: Compassionate Organics, Inc.

Name of President of the Board of Directors: Elizabeth Reilinger

Name of Account Holder: Elizabeth Reilinger

This Letter of Commitment is to ensure access to the required liquid capital to support the operations of Compassionate organics, Inc. if so approved by the Department of Public Health. The total required capital needed for this application equals \$500,000.

As President of the Board of Directors of Compassionate Organics, Inc., I affirm that these funds will remain in Account [REDACTED] with Fidelity Investments for the sole purpose of supporting the operations of the Corporation. Exhibit 4.1 of this application includes a one-page copy of the bank statement referenced here.

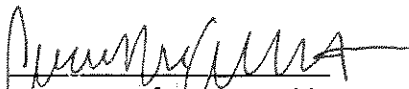
Signature of President of the Board of Directors: 

Print Name Elizabeth Reilinger

Date: 11-18-12

Notary Public

On this ¹⁸ day of NOVEMBER, ²⁰¹³, before me, the undersigned notary public, personally appeared Elizabeth Reilinger, proved to me through satisfactory evidence of identification, which were licensed to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as President of the Corporation.


Signature of Notary Public

**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: Compassionate Organics, 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 Elizabeth Reilinger, PhD	790 Boylston St, #16H Boston, MA 02199	\$ 500,000 % 100	Cash	Chief Administrative Officer	Debt financing @ 15% APR
2		\$ %			
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 N/A	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			
Add more rows as needed.....	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			

1

ORIGINAL

CAPITAL EXPENSES
(Exhibit 4.3)

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

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

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$15,000	Site visits, drawings, and interior/exterior renderings
2	Environmental survey	\$1,500	
3	Permits and Fees	\$2,000	
4	Security assessment	\$1,200	Includes multiple site visits and development of plan
5	Land/building cost	\$0	
6	Site clean-up and preparation	\$15,000	Includes interior demo in preparation for build-out
7	Other- describe	\$20,000	Costs related to securing real estate
8	_____	\$	
9	_____	\$	
	Build-out Costs		
1	Construction expenses	\$285,000	Includes build-out of cultivation facility and RMD
2	Painting and finishes	\$25,000	
3	Security system	\$75,000	Per DPH security regulations
4	Landscape work	\$2,000	
5	Parking facility	\$2,500	Re-paving and re-stripping
6	Other- describe	\$	
7	_____	\$	
8	_____	\$	
9	_____	\$	
	Equipment Costs		
1	Vehicles and transportation	\$9,000	Upfront costs related to leasing three (3) hybrid vehicles
2	Cultivation equipment	\$130,000	Includes lighting and all supplies
3	Furniture and storage needs	\$7,500	Set-up of office and administrative space
4	Computer equipment	\$8,500	Includes POS and software related costs
5	HVAC	\$25,000	
6	Kitchen/food prep equipment	\$18,000	
7	Other- describe	\$10,000	Miscellaneous supplies
8	_____	\$	
9	_____	\$	
	TOTAL	\$ 652,200	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

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

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

Budget Period: November 1, 2014 to October 31, 2015

Projected Number of Patients: 1,756 and Number of Visits: 10,536

		Year ONE Budget	Budget Notes ⁱ
REVENUE			
1	Medical Marijuana sales	\$1,906,928	Includes MIP sales
2	Other supplies sold	\$286,040	Includes vaporizers and other paraphernalia
3	Other revenue sources	\$0	
A	TOTAL REVENUE:	\$2,192,968	
PAYROLL EXPENSES			
	Personnel Category	# FTE	
1	Management	13	\$795,000 # FTE will ramp over the 12 month period
2	Staff	9	\$288,600 Includes part-time staff
3	xxx		
4	xxx		
B	TOTAL SALARIES		\$1,083,600
C	Fringe Rate and Total	30%	\$280,507 Does not include benefits for part-time staff
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$1,364,107
OTHER EXPENSES			
1	Consultants	\$0	
2	Equipment	\$6,000	Costs for new and/or replacement equipment
3	Supplies	\$10,500	Includes cost of goods sold
4	Office Expenses	\$5,000	
5	Utilities	\$22,695	
6	Insurance	\$6,000	
7	Interest	\$150,000	Debt obligation on initial operating capital
8	Depreciation/Amortization	\$0	
9	Leasehold Expenses	\$90,000	Includes property taxes, insurance, and CAM
10	Bad Debt	\$0	
11	Rent	\$300,000	Combined rent for RMD and cultivation facility
12	Telecom	\$6,000	
13	Security	\$6,000	Based on ongoing expense and maintenance
14	Vehicle	\$23,400	Includes lease payments, gas, & insurance
E	TOTAL OTHER EXPENSES		\$625,595
	TOTAL EXPENSES: (D+E)		\$1,989,702
	DIFFERENCE		\$203,266

ⁱ Enter short explanation of expenses

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THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

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

Fiscal Year Time Period: January 1, 2013 – December 31, 2014 Projected Start Date for the First Full Fiscal Year: November 1, 2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2014	SECOND FULL FISCAL YEAR PROJECTIONS 2015	THIRD FULL FISCAL YEAR PROJECTIONS 2016
Projected Revenue	\$2,192,968	\$4,375,585	\$5,940,556
Projected Expenses	\$1,989,702	\$2,279,906	\$2,483,580
TOTAL:	\$203,266	\$2,095,679	\$3,456,976
Number of Patients	1,756 ¹	2,488	3,074
Number of Patient Visits	10,536	14,928	18,444
Projected % of growth rate annually	35%	40%	23%
Total FTE in staffing	22 FTE	25 FTE	28 FTE
Projected Medical Marijuana Inventory	850 Lbs.	1,300 Lbs.	1,500 Lbs.

¹ Enter projected information



ORIGINAL

**EVIDENCE OF INTEREST IN DISPENSARY SITE
(Exhibit 5.1)**

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

Corporation Name: Compassionate Organics Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
N/A		



ORIGINAL

**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: Compassionate Organics, Inc Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
11 Cabot Road Woburn, MA 01801	Middlesex	Lease Agreement



ORIGINAL

STANDARD FORM COMMERCIAL LEASE

- 1. PARTIES
(fill in)

Alan Rothenberg
LESSOR, which expression shall include
heirs, successors, and assigns where the context so admits, does hereby lease to
Alan Rothenberg

Compassionate Organics, Inc.
LESSEE, which expression shall include
successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the
following described premises:
Compassionate Organics, Inc.
- 2. PREMISES
(fill in and include, if applicable, suite number, floor number, and square feet)

11 Cabot Road, Woburn MA 01801 - ~14,898+/- warehouse.

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.
- 3. TERM
(fill in)

The term of this lease shall be for **Eight (8) years**
commencing on **5/1/2014** and ending on **4/30/2022**
- 4. RENT
(fill in)

The LESSEE shall pay to the LESSOR fixed rent at the rate of **\$200,000.00** dollars
per year, payable in advance in monthly installments of **\$16,667.00**, subject to
proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.
- 5. SECURITY DEPOSIT
(fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of **NA**
dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the
LESSEE at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the condi-
tions hereof.
- 6. RENT ADJUSTMENT

If in any tax year commencing with the fiscal year **NA**, the real estate taxes on the land and buildings, of
which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the
fiscal year **NA** (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder,
when and as designated by notice in writing by LESSOR, **NA** percent of such excess that may occur in each
year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If
the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less
the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE.

 - A. TAX ESCALATION
(fill in or delete)
 - B. OPERATING COST ESCALATION
(fill in or delete)

The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by
LESSOR, **100** percent of any increase in operating expenses over those incurred during the calendar
year **2014**. Operating expenses are defined for the purposes of this agreement as all costs and expenses
incurred by the LESSOR during any calendar year in connection with the operation and maintenance of the land and
buildings of which the leased premises are a part, including without limitation insurance premiums, license fees, jani-
torial service, landscaping and snow removal, employee compensation and fringe benefits, equipment and materials,
utility costs, repairs, maintenance and any capital expenditure (reasonably amortized with interest) incurred in order
to reduce other operating expenses or comply with any governmental requirement.
2.5% annual base rent increases

This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.
 - C. CONSUMER PRICE ESCALATION
(fill in or delete)

(1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S.
City Average, All Items (1982-84=100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor
Statistics of the United States Department of Labor, or any comparable successor or substitute index designated
by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as
reflected by the Price Index for the month of **NA**, 20 (hereinafter called the "Base Price Index"), the
fixed rent shall be adjusted in accordance with sub-paragraph (2) of this Article.



(2) Commencing as of the first anniversary of the term commencement date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the fixed rent calculated by multiplying the fixed rent set forth in Article 4 by a fraction, the numerator of which shall be the Price Index for the month of **NA** and the denominator of which (for each such fraction) shall be the Base Price Index, PROVIDED, HOWEVER, no Adjustment shall reduce the fixed rent as previously payable in accordance with this Article or Article 4.

(3) In the event the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.

7. UTILITIES

**delete "air conditioning" if not applicable*

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF LEASED PREMISES
(fill in)

The LESSEE shall use the leased premises only for the purpose of **Agricultural cultivation.**

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

10. FIRE INSURANCE

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

11. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

12. ALTERATIONS - ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

Alterations needed for the business will be fully allowed by landlord.

Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

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13. ASSIGNMENT - SUBLEASING The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
14. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
15. LESSOR'S ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
16. INDEMNIFICATION AND LIABILITY (fill in) The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be **Tenant** responsibility.
17. LESSEE'S LIABILITY INSURANCE (fill in) The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of **1,000,000.00** with property damage insurance in limits of **1,000,000** in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
18. FIRE, CASUALTY - EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
(b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.
19. DEFAULT AND BANKRUPTCY (fill in) In the event that:
(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,
then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of **NA** percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.
20. NOTICE (fill in) Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at **54 Gerald Rd, Marblehead, MA 01945**

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21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE
(fill in or delete)

The Broker(s) named herein **NA**

warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.

LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of **NA** or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.

23. CONDITION OF PREMISES

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.

24. FORCE MAJEURE

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

25. LATE CHARGE

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

26. LIABILITY OF OWNER


No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

27. OTHER PROVISIONS

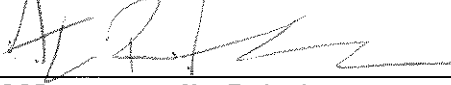
It is also understood and agreed that
LESSOR RETAINS PROPERTY OWNERSHIP UPON STATE LICENSURE OF COMPASSIONATE ORGANICS, INC.

LEASE IS CONTINGENT ON STATE LICENSURE AND LOCAL ZONING FOR INTENDED USE.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this 20 day of Nov, 2013



LESSEE **Compassionate Organics, Inc.**



LESSOR **Alan Rothenberg**

LESSEE

LESSOR

BROKER(S)

BROKER(S)



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: Compassionate Organics, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
11 Cabot Road Woburn, MA 01801	Middlesex	Lease Agreement



ORIGINAL

STANDARD FORM COMMERCIAL LEASE

- 1. PARTIES
(fill in)
Alan Rothenberg
LESSOR, which expression shall include
heirs, successors, and assigns where the context so admits, does hereby lease to
Alan Rothenberg
Compassionate Organics, Inc.
LESSEE, which expression shall include
successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
Compassionate Organics, Inc.
- 2. PREMISES
(fill in and include, if applicable, suite number, floor number, and square feet)
11 Cabot Road, Woburn MA 01801 - ~14,898+/- warehouse.

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.
- 3. TERM
(fill in)
The term of this lease shall be for **Eight (8) years**
commencing on **5/1/2014** and ending on **4/30/2022**
- 4. RENT
(fill in)
The LESSEE shall pay to the LESSOR fixed rent at the rate of **\$200,000.00** dollars
per year, payable in advance in monthly installments of **\$16,667.00**, subject to
proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.
- 5. SECURITY DEPOSIT
(fill in)
Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of **NA**
dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.
- 6. RENT ADJUSTMENT
If in any tax year commencing with the fiscal year **NA**, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year **NA** (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, **NA** percent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE.
- A. TAX ESCALATION
(fill in or delete)
- B. OPERATING COST ESCALATION
(fill in or delete)
The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, **100** percent of any increase in operating expenses over those incurred during the calendar year **2014**. Operating expenses are defined for the purposes of this agreement as all costs and expenses incurred by the LESSOR during any calendar year in connection with the operation and maintenance of the land and buildings of which the leased premises are a part, including without limitation insurance premiums, license fees, janitorial service, landscaping and snow removal, employee compensation and fringe benefits, equipment and materials, utility costs, repairs, maintenance and any capital expenditure (reasonably amortized with interest) incurred in order to reduce other operating expenses or comply with any governmental requirement.
2.5% annual base rent increases

This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.
- C. CONSUMER PRICE ESCALATION
(fill in or delete)
(1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as reflected by the Price Index for the month of _____, 20 (hereinafter called the "Base Price Index"), the fixed rent shall be adjusted in accordance with sub-paragraph (2) of this Article.



(2) Commencing as of the first anniversary of the term commencement date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the fixed rent calculated by multiplying the fixed rent set forth in Article 4 by a fraction, the numerator of which shall be the Price Index for the month of **NA** and the denominator of which (for each such fraction) shall be the Base Price Index, PROVIDED, HOWEVER, no Adjustment shall reduce the fixed rent as previously payable in accordance with this Article or Article 4.

(3) In the event the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.

7. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

*delete "air conditioning" if not applicable

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF LEASED PREMISES
(fill in)

The LESSEE shall use the leased premises only for the purpose of **Agricultural cultivation.**

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

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

11. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

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The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

Alterations needed for the business will be fully allowed by landlord.

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14. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
15. LESSOR'S ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
16. INDEMNIFICATION AND LIABILITY (fill in) The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be **Tenant** responsibility.
17. LESSEE'S LIABILITY INSURANCE (fill in) The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of **1,000,000.00** with property damage insurance in limits of **1,000,000** in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
18. FIRE, CASUALTY - EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
(b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.
19. DEFAULT AND BANKRUPTCY (fill in) In the event that:
(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,
then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of **NA** percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.
20. NOTICE (fill in) Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at **54 Gerald Rd, Marblehead, MA 01945**



21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE
(fill in or delete)

The Broker(s) named herein **NA**
warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.

LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of **NA** or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.

23. CONDITION OF PREMISES

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.

24. FORCE MAJEURE

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

25. LATE CHARGE

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

26. LIABILITY OF OWNER


No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

27. OTHER PROVISIONS

It is also understood and agreed that
LESSOR RETAINS PROPERTY OWNERSHIP UPON STATE LICENSURE OF COMPASSIONATE ORGANICS, INC.

LEASE IS CONTINGENT ON STATE LICENSURE AND LOCAL ZONING FOR INTENDED USE.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this 20 day of NOV, 2013



LESSEE **Compassionate Organics, Inc.**



LESSOR **Alan Rothenberg**

LESSEE

LESSOR

BROKER(S)

BROKER(S)



EVIDENCE OF LOCAL SUPPORT
(Exhibit 5.4)

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

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

Site	City/Town	County	Type of Support Attached
1	N/A		
2			



ORIGINAL

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: Compassionate Organics, Inc. Application # (if more than one): _____

	Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing	N/A		
2	Cultivation	11 Cabot Road Woburn, MA 01801	Lease Agreement	N/A
3	Processing	11 Cabot Road Woburn, MA 01801	Lease Agreement	N/A



ORIGINAL

RMD ORGANIZATIONAL CHART
(Exhibit 6.1)

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

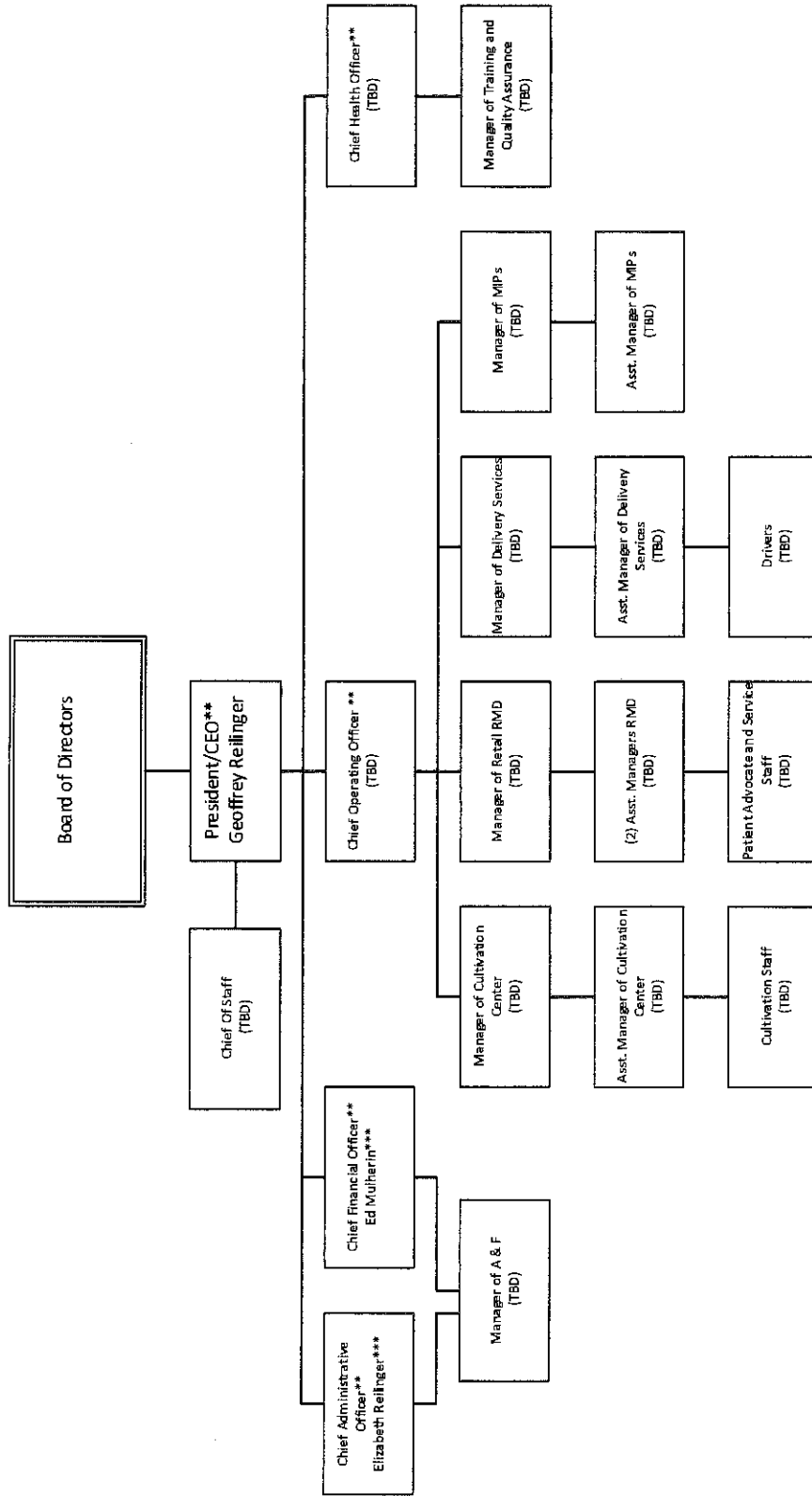
Corporation Name: Compassionate Organics, Inc.

Application # (if more than one): _____

Attach organizational chart.



Compassionate Organics
Organizational Chart*
November 2013



*First Year Operations
**Executive Management Team
***Contracted Services

ORIGINAL

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

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

Corporation Name: Compassionate Organics, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.



ORIGINAL



[Home](#)

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[Manage Account](#)

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

Compassionate Organics

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

Account

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

Account Details

[\[Cancel Account\]](#)

Account Status

Account Status: **Active**
Date First Registered: **10/19/2013**

Date Last Renewed:

Organization Details

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

Account Type(s): **Employer**

Organization Name: **Compassionate Organics**

Organization ID: [REDACTED]

Address: **Boylston 790, Boston, MA 02199**

Phone No.: **617-543-8796**

Website: **compassionateorganics.com**

Federal ID No: [REDACTED]

Secretary of State ID No.: [REDACTED]



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**RMD STAFF
(Exhibit 6.4)**

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

	Name	Role/Title
1	N/A	N/A
2		
3		
4		
5		
6		

RMD START-UP TIMELINE
(Exhibit 7.1)

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

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

Key Benchmarks ¹	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Preliminary Licensure Notification	January 31, 2013			
Secure Additional Capital	April 2014	CEO/CAO	Medium	
Lease Execution	April 2014	CEO/CFO	High	
Local Zoning Compliance – Certificate of Occupancy for Cultivation Facility	April 2014	COO	High	
Build-out of Cultivation Facility	May 2014	Cultivation Manager	High	
Security Plan Implementation (Cultivation)	May 2014	COO	High	
Retain Core Staff - Cultivation	May 2014	COO	High	
Start Initial Grow from Seed	May 2014	Cultivation Manager	High	
Cloning for Second Harvest	July 2014	Cultivation Manager	Low	
Build-Out of RMD	August 2014	COO	Medium	
Security Plan Implementation (RMD)	August 2014	COO	Medium	
Retain and Train Core Staff - RMD	September 2014	COO	Medium	
Harvest/Cure Initial Grow- Ready for Sale	November 2014	Cultivation Manager	High	November, 2014

ORIGINAL

¹Insert more rows if needed

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: Compassionate Organics, Inc.

Application # (if more than one): _____

Attach sliding price scale.

Family Size	Annual Family Gross Earnings	Patient Discount Percentage
1	>\$25k/yr.	100%
	\$25-\$45k/yr.	50%
2	>\$35k/yr.	100%
	\$35k-\$50k	50%
3+	>\$45k/yr.	100%
	\$45k-\$50k	50%

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

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

Corporation Name: Compassionate Organics, Inc.

Application # (if more than one): _____

	Name	Role within the Corporation
1	Geoffrey Reilinger	Chief Executive Officer/Executive Director
2	Elizabeth Reilinger, Ph.D.	Chief Administrative Officer
3		
4		
5		

