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

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

Corporation Name: Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one): _____

	Name	Role within the Corporation
1	Heriberto Flores	Board President
2		
3		
4		
5		

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

Corporation

The applicant corporation's legal name, trade name, and any other name under which the bidding entity does business (if any): [Debilitating Medical Condition Treatment Centers, Inc.]

Website URL (if applicable): []

Address:

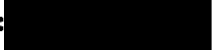
[11-13 Hampden Street]

[]

City: [Springfield] State: [MA] Zip: [011103]

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

First Name: [Samuel] Last Name: [Mazza]

FEIN: 

Contact Person

First Name: [Brian] Last Name: [Lees]

Title: [Clerk]

Telephone: (413) 272-2217 FAX: (413) 731-5399 E-Mail: [blees@charter.net]

Contact Person Address (if different):

[]

[]

City: [] State: [] Zip: []

Authorized Signature

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

Background Check Authorization

The Department will conduct a background check on:

1. Each member of the applicant's **Executive Management Team** (those persons listed in exhibit 2.1);
2. Each member of the **Board of Directors** (those persons listed in exhibit 1.4);

- 3. Each **Member** of the corporation. In the event a **Member** of the corporation is an organization, the CEO/ED and Board Officers of that entity will be checked (those persons listed in exhibit 1.5);
- 4. The CEO/ED and Board Officers of any parent corporation, partially or wholly owned subsidiaries, or related organizations (those persons listed in exhibit 1.8);
- 5. And each person contributing 5% or more of the initial capital to operate the proposed RMD. In the event that a contributor is an entity, the CEO/ED and **Board Officers** of that entity will be checked (those persons listed in exhibit 4.2).

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

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

Application Fee

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

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

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

Required Signatures

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

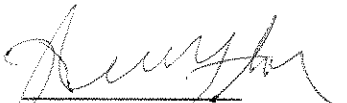
Signed under the pains and penalties of perjury, the authorized signatory (as designated in exhibit B) agrees that all information included in this application is complete and accurate. The hard original application must have an original wet signature in blue ink.



Name: Heriberto Flores
Title: President

11/18/13
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: Heriberto Flores
Title: President

11/18/13
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.

[Debilitating Medical Condition Treatment Centers, Inc. Incorporated May 20, 2013]

1.2 Describe the organization's mission and vision.

[Mission

The mission of the corporation (DMCTC) is to promote and support activities for the treatment of debilitating medical conditions that impair the health and well-being of individuals. The citizens of the Commonwealth of Massachusetts have determined that the medical use of marijuana should be available for the benefit of qualified patients to treat such conditions. DMCTC seeks to help implement the humanitarian use of medical marijuana pursuant to the laws and regulations of the Commonwealth.

Vision

DMCTC is dedicated to enhancing the quality of life for our patients by providing affordable, high-quality marijuana and marijuana-infused-products for individuals with debilitating medical conditions. We will provide a secure, discreet, and educational dispensary where patients can privately learn about treatment options available utilizing medical marijuana, the benefits and potential side effects of marijuana, methods of ingestion, lawful use, penalties for diversion, and drug-abuse awareness. We will lead a professional organization within the Hampden County health care community, helping create access to affordable medical marijuana medication.]

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 six-member Executive Management Team identified in Exhibit 2.1 represents a wealth of professional experience and complementary technical and management skills that will ensure the success of the proposed Registered Marijuana Dispensary (RMD). The roles and inter-relationships of the team members are outlined in the Organization Chart in Exhibit 1.3, and the six CVs (resumes) are in Exhibit 2.2.

In terms of preferential considerations, five of the six Executive Management Team members are current Massachusetts residents (Mazza, Motto, Malone, Otero, Marchese), two are women (Malone, Otero), one is a veteran (Mazza), and one is from a minority community (Otero).

Specific experience in running non-profit organizations or other businesses, including types of business and performance achieved, is summarized below by team member:

Dr. Samuel J. Mazza, M.D., the Chief Executive Officer, has four decades of experience as a medical doctor in Western Massachusetts, centered on his association with the non-profit Holyoke Hospital and Holyoke Medical Center. He served for six years on the Holyoke Hospital Board of Directors, and during the immediate past 12 years as a member of the Holyoke Hospital Executive Committee. As both a board member and subsequently on the Executive Committee, Dr. Mazza has participated directly in all business-related dimensions of Holyoke Hospital, covering strategic plans, budgets, personnel/human resources, and overall hospital administration. In particular, his inputs have guided and ensured effective coordination between hospital administrative policy and medical decisions in conformance with state and federal regulations. Holyoke Hospital currently continues to operate successfully as a major, multi-purpose hospital in Western Massachusetts due in good degree to Dr. Mazza's leadership.

Over the past ten years, while continuing to engage in self-employed private surgical consulting, Dr. Mazza has also been engaged in advisory roles for two prominent entities serving veterans in Western Massachusetts—the federally funded Veteran's Administration Medical Center in Leeds, MA and the state-licensed Soldiers Home in Holyoke, MA. This experience will also be relevant to ensuring outreach to eligible veterans as medical marijuana patients of the proposed RMD.

John D. Motto, CPA, the Chief Financial Officer, has 35+ years of experience in managing both non-profit and for-profit businesses. For the past ten years, he has been responsible for all financial operations of

the Springfield, MA-based Partners for Community, Inc. and its affiliated non-profit social service organizations. The services have encompassed workforce training, small business development, day care, early education, fuel assistance, transitional housing for parolees, housing and related care for the homeless, and programs supporting youth, the elderly and people with disabilities. In addition, Mr. Motto has led the financing dimensions of parallel income-generating investments by the PFC group, including the acquisition and re-modeling of buildings as well as stand-alone business ventures, with surplus income applied toward achieving PFC non-profit objectives in New England and Puerto Rico.

Mr. Motto's strictly for-profit, private sector experience includes 20 years of work for diverse manufacturing, distribution and services companies in Connecticut, as well as ongoing work as an independent certified public accountant. This practical business experience will be highly relevant to the formulation and execution of the new RMD's business plan.

Floyd Brock, the Chief Operating Officer, has direct experience in successfully starting up and operating a comprehensive non-profit medical marijuana program. For the immediate past two and one-half years he has been the Operations Manager of Maine Organic Therapy, Inc., a state-licensed medical marijuana dispensary providing high-quality medication to qualified patients in Maine. Maine Organic Therapy was licensed in December 2010 and is one of eight RMDs currently licensed to operate in Maine pursuant to the State of Maine law on medical marijuana passed in 2009 and implementing regulations finalized in 2010. Mr. Brock joined the company in May 2011 and has been responsible for leading all aspects of cultivation, processing, and related inventory management of medical marijuana products. Current total revenues of Maine Organic Therapy, Inc. currently services over 700 patients and has grown significantly with sales increasing over 300% in 2012. Mr. Brock thus brings relevant and immediately applicable experience to the DMCTC operation in western Massachusetts.

Jane M. Malone, MBA, the Chief Administrative Officer, has very extensive senior-level experience in managing non-profit organizations. For the past ten years she has held key administrative and programming positions for Partners for Community, Inc. and its non-profit affiliates, currently serving as Executive Deputy Director. She exercised similar senior-level roles for the New England Farm Workers Council over a previous period of close to 20 years, and she has substantial other experience with Hampden County social and economic services non-profit agencies in Springfield and Westfield, Massachusetts. In Springfield, she has led the NEED (North End Educational Development) Fund providing tuition support for college-bound minority students. Ms. Malone's expertise covers the full gamut of program proposals, project implementation, contracting, procurement policy, staff recruitment, budget management, strategic planning, program reports and financial audits—all of which will be brought to bear on the requirements of the new RMD.

Vanessa Otero, the Director of Public Relations & Community Outreach, will have a key role on the Executive Management Team. With over ten years as a community leader in Springfield and Chicopee, Massachusetts, Ms. Otero's professional experience has consistently been concentrated on community outreach, to be sure that hard-to-reach low-income and other eligible beneficiaries of social programs gain access to services. She holds a Masters in Public Policy and Administration (MPPA) degree, and has successfully applied effective "Connector" networking methodologies that have resulted in greater intake and service delivery of education, health, economic assistance and other social programs in target communities. The methodological approach utilizes community assessment and focus group tools to comprehensively address issues and link individuals in need with service organizations and networks.

Ms. Otero's family roots are in Puerto Rico. She is a highly recognized and respected leader in the Hispanic communities of Hampden County, where Hispanics currently account for 41% of the total population of Holyoke, Massachusetts, and 27% of the population of Springfield (2010 Census figures). The proposed

RMD in this geographic region will benefit greatly by Ms. Otero's abilities to interface not only with the general community at large but also very directly with the Puerto Rican and other Spanish-speaking communities.

Richard A. Marchese, the Director of Security, has over 40 years of experience in police and security work. His career includes 15 years as Chief of Police of the Town of Longmeadow, Massachusetts, supervising and leading 70 police officers and staff, following a previous two-decade period as a Longmeadow police officer. In addition, Mr. Marchese served during 1991-2007 on the Executive Board and then as Executive Director of the Massachusetts Chiefs of Police Association, representing over 350 chiefs of police statewide with the attendant challenges and agendas. Since 2007 he has worked on the private sector side of the security business as Managing Partner of Universal Security Associates, LLC, based in Longmeadow and serving Western Massachusetts.

Mr. Marchese brings a very relevant mix of senior-level and practical community-level experience to the Executive Management Team of the proposed RMD. He is directly familiar with business premises security issues as well as security protocols for supervised staff and other security-related matters, and has a reputation for effectively dealing with people with an eye to getting things accomplished. His skill and experience will ensure the establishment of rules and compliance with the multiple security imperatives of the RMD medical marijuana operations.]

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

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

[Dr. Samuel J. Mazza, M.D., the Chief Executive Officer, has dedicated his career to the provision of health services and will also serve as Chief Medical Officer for the Registered Marijuana Dispensary (RMD). Dr. Mazza has extensive experience in Medical Ethics—having made many critical decisions on ethical issues as they relate to health care, and he is also particularly informed and sensitive to issues involving the use of medical marijuana. Moreover, during his career with the Holyoke Hospital, he has held multiple senior health care leadership positions as Chairman of Emergency Services, the Intensive Care Unit and the Department of Surgery, and as well as President of the Medical Staff.

Dr. Mazza's background and training in the field of medical science has qualified him to study, review, analyze and critique the multitude of scientific data that is coming forth supporting new medical concepts of using marijuana as an adjunct in the treatment of certain well defined illnesses. He has personally conducted detailed reviews of existing medical marijuana legislation in 17 other U.S. states, the specific characteristics of each state-based program, and their similarities and distinctions vis-à-vis the new MA medical marijuana law and the Massachusetts Department of Public Health implementing regulations (105 CMR 725.000). As such, he has a very clear understanding of the different laws that are emerging at the state levels, contrasted with the continued strictly illegal status of generalized marijuana use in federal and most state laws. In addition, Dr. Mazza reports that he has been closely following the scientific research on marijuana use as it relates to palliative treatment of serious (including both debilitating and terminal) medical conditions. He perceives a clear consensus on its effectiveness with HIV/AIDS patients as well as cancer patients receiving chemotherapy, and increasingly positive if not "full consensus" evidence for patients being treated for Crohn's disease, hepatitis C, multiple sclerosis, ALS (Lou Gehrig's Disease), glaucoma, and various forms of Post-Traumatic Stress Disorder (PTSD).

With regard to veterans currently being treated at hospital and care facilities in Western Massachusetts, with whom he has been particularly engaged in recent years, his observation is that this subset of individuals consists of patients with combat and trauma-related physical as well as mental injuries. Some require surgeries but the majority of patients are in rehabilitation, including substance abuse recovery programs. He perceives that some patients currently receiving methadone may in future be better treated with medical marijuana as a path toward lasting recovery, pending proper medical consultations and required certifications.

Vanessa Otero, the Director of Public Relations & Community Outreach, is listed second due to the extensive health care focus in her experience in working with urban low-income and "minority majority" neighborhoods. There are particularly dire health indicators in these communities, e.g., higher than average rates of asthma, HIV-AIDS, cancer, substance abuse, mental health problems, diabetes and cardio-vascular disease. She has concentrated her work on behavior change through "soft" information vs. prescriptive/paternalistic approaches, aimed at recognizing the root causes (access, poverty, cultural factors) that lead to damaging health behaviors such as poor diets or drug use.

Ms. Otero has developed a wide-ranging network of partnerships with Hampden County medical practices, community health clinics (including two methadone clinics in Springfield's North End), substance abuse programs, youth health education activities (sexual/reproductive health, baby/mom welfare, teenage pregnancy), "alternative medicine" practices (acupuncture, wellness community), senior centers, and other community and faith-based organizations. These partnerships can be tapped by the RMD and be readily expanded and replicated in communities across the county that are served by the RMD.

The networks that have already been developed will help ensure seamless referral and intake of eligible patients, with special emphasis on countering/avoiding misinformation on the medical marijuana program, e.g., who qualifies, prices, products available, how to register, and other details of the RMD regulations.

Floyd Brock, the Chief Operations Officer, has for the past two and one half years been directly engaged in services providing medical marijuana to patients in the State of Maine in his position as Operations Manager for Maine Organic Therapy, Inc. His knowledge and hands-on experience cover cultivation operations (plant propagation, media preparation and applying amendments) in marijuana growing), capital investments (facilities design and equipment installation), product processing (trimming, drying, weighing and record-keeping in accordance with the Maine Medical Marijuana Program rules), a "seed-to-sale" inventory control system, and a comprehensive quality assurance including laboratory testing and monitoring.

Prior to joining Maine Organic Therapy, Inc., Mr. Brock was also engaged for 12 years in laboratory operations, cost management, sales and performance analysis of optical products involving medical doctors and providing health services for eye-care patients.

Jane M. Malone, the Chief Administrative Officer, has prior experience in health care services, going back to her management of migrant farm worker health clinics operated by the New England Farm Workers Council in the mid-1970s in Maine (blueberry pickers) and other sites in Massachusetts and Connecticut. Several other activities that she has administered have had health care dimensions (homeless, youth, day care programs, etc.).

John D. Motto, CPA, the Chief Financial Officer, has some direct experience in health care delivery via his CPA work with numerous non-profit organizations, including group homes for the mentally disabled, orphanages, and the multiple PFC Group programs touching on health care provision. He also has many

medical doctors as clients in his ongoing CPA practice, focused in these cases on streamlining operations, rationalizing billing systems and other cost-saving measures.

Richard A. Marchese, the Director of Security, has no direct technical health care service experience. He did serve earlier with an EMT (emergency medical service) ambulance team.]

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

[John Motto, as Chief Financial Officer, will be the member of the Executive Management Team responsible for financial management and oversight of both the DMCTC and the proposed RMD. The specific experience of each team member in running a financially sound organization/business is highlighted below, including budget size and complexity.

Dr. Samuel J. Mazza, M.D., the Chief Executive Officer, has co-lead as a member of the Board and Executive Committee of the Holyoke Hospital/Holyoke Medical Center all major financial decisions of the organization, with annual operating budgets of over \$125 million and a \$74 million payroll. These decisions included purchasing new equipment and renovations of existing buildings, the sale of non-profitable nursing homes, and acquisition of new properties and buildings. He participated actively in studying and analyzing the hospital's geographic service area, the changes occurring in that area and how the changes affect the business. Dr. Mazza personally organized and structured several new departments and formed committees that were necessary to accomplish goals, such as establishing an independent Emergency Room Service and an Intensive Care Unit and the structure for their integration within the hospital, as well as appropriate Quality Assurance programs to oversee those projects. Quality Assurance will be an integral part of monitoring the new medical marijuana dispensary and is an area where Dr. Mazza has extensive experience in defining, recommending and implementing controls.

Dr. Mazza has a clear understanding of what it will take for the new RMD to be a success, encompassing compliance with MA law, correct production and dispensing of marijuana products to certified patients, security requirements, and management of demand particularly through effective and comprehensive community outreach to potential patients and their care-givers. He is also anticipative of the practical need to produce and adhere to a viable RMD business plan, with adjustments as necessary, that assures that both service delivery volumes and financial goals are met in the initial start-up year and the years thereafter, remarking that "a positive initial reputation and success will build a well-informed clientele and generate sufficient volumes of business to ensure financial sustainability."

John D. Motto, CPA, the Chief Financial Officer, currently manages \$68 million in annual revenues/budgets for Partners for Community, Inc. and its affiliated non-profit organizations. The principal affiliates include the New England Farm Workers Council, the Brightwood Community Development Corporation, the Corporation for Public Management, and the Corporation for Justice Management—conducting activities in Western Massachusetts, Connecticut, other New England states and Puerto Rico. Budget expenditures under Mr. Motto's control are currently spread across 29 separate federal and state government grants and contracts (cost-reimbursement as well as performance-based), and entail a combined

monthly payroll of over 300 employees. Mr. Motto also directly manages the finance (revenues, expenditures, taxes) for a current total of 16 buildings in Massachusetts, Connecticut and Puerto Rico that are owned by the PFC group organizations. The high quality and integrity of this cumulative work is attested by positive, clean and qualifying audits conducted annually by federal and state auditors.

In the private sector, to cite just one example of performance, in Mr. Motto's eight years with Turf Products Corporation (Enfield, CT) he succeeded in growing the company from \$60M to \$150M via acquisitions, new product development, and sound due diligence and financial analysis of business expansion decisions.

Of specific relevance to the new RMD operations, Mr. Motto's CPA experience will be applied to establish RMD platforms and controls. He will draw in part on the accounting and financial management systems that he conceptualized for the PFC group, using top-line "Financial Edge" accounting tools for non-profits. He foresees inventory controls as one of the biggest challenges for the RMD, which will need to be in place and tracked on a frequent basis (daily, weekly) and strict schedule. This is an area where Mr. Motto's private sector experience will also apply, notably with Stanley Works in New Britain, CT where he managed physical intake and costing of inventories. He also foresees as an early key objective the establishing of the dedicated RMD bank account with an appropriate financial institution, to ensure faultless cash flow management.

Floyd Brock, the Operations Manager for Maine Organic Therapy, has a key role in making sure his operations lead to financial success. Floyd is responsible for forecasting production and sales figures which are used to make decisions regarding expenses, personnel and inventory management. Floyd is responsible for ensuring his functional department meets its profit objectives each quarter.

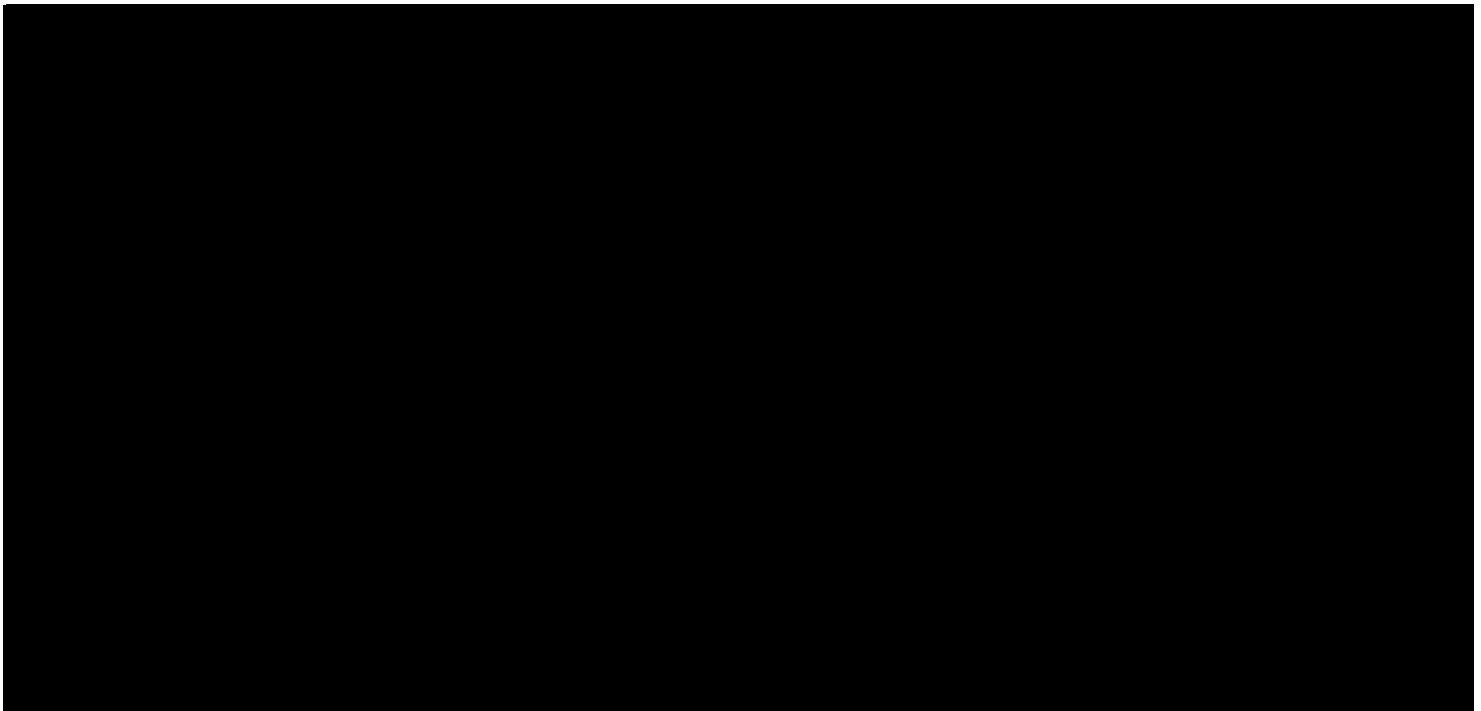
Jane M. Malone, the Chief Administrative Officer, has participated in fiscal and budget planning and execution throughout her career with non-profit organizations. She has applied a systematic approach to budget management, as a rule entailing monthly financial/operational reviews of specific programs, grants and contracts with key staff to record progress, flag problems and take actions as needed. The size of the budget portfolio under her purview, most recently as Executive Deputy Director for Partners of Community, Inc., has averaged well over \$50 million per year. She participates in the PFC financial reviews as a member of a team including John Motto, herself and Vanessa Otero.

Vanessa Otero, the Director of Public Relations & Community Outreach, served as director of the North End Outreach Network (NEON) in the North End communities of Springfield, Massachusetts. In this work she managed over \$7 million in grants, over a five-year period, awarded to NEON by Baystate Medical Center of Springfield under the Commonwealth of Massachusetts "Determination of Needs" (DON) program. She fully and successfully complied with grant funding guidelines, meeting performance audit requirements for grant funds applied to community organizing, development of outreach models, training of

trainers, and establishment of referral networks with health and social service providers for North End beneficiaries.

Richard A. Marchese, the Director of Security, managed annual budgets of \$2.5 million including and a payroll of 70 police officers and staff as Chief of Police of Longmeadow, Massachusetts. The municipal budgets were fixed amounts each year. It is noteworthy that under his supervision the police department successfully operated within budget each year, including no lawsuits. In his role as Executive Director of the Massachusetts Chiefs of Police Association, Mr. Marchese managed a budget of \$450,000 per year and a staff of three, and concurrently a separate budget of \$500,000 per year for the state-level Municipal Police Institute. Enter text here: text limit 9,000 characters]

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.



On the other hand, short of formal financial corrective actions mandated by an external funder, the Executive Management Team members have relevant experience in adjusting budgets and undertaking financial cost saving measures as a matter of course in ongoing reviews and monitoring of specific programs under their responsibility. Some of this experience is summarized below:

Dr. Samuel Mazza, M.D., the Chief Executive Officer, represented over 300 medical physicians and staff in his capacity as Vice-President and then President of the Medical Staff of Holyoke Hospital. He acted as their liaison to the Hospital Administration, a sensitive role involving constant analysis of professional, administrative and financial issues. His interventions included problem solving, performance evaluations including personnel reprimands when necessary, and continuous work in conjunction with the hospital administrators to implement new concepts and ideas that were beneficial to all parties. The ultimate results and corrective actions were based on mutually agreed decisions with the common

denominator being to always present a better, more convenient, easily available, financially efficient and high quality health care offering to hospital patients.

John D. Motto, CPA, the Chief Financial Officer, has as a matter of course taken constant corrective actions in the financial management of both the non-profit and other business activities of the PfC group. This is built into the accounting and financial review systems for all programs in the currently 29 grants and contracts under his supervision.

Jane M. Malone, the Chief Administrative Officer, has equally identified and undertaken financial corrective actions related to specific grants under her responsibility. Two examples involved a childcare voucher program and the leasing of vehicles. In the first case, significant downward revisions in budgets and new budget guidelines issued by the Commonwealth of Massachusetts Early Education Care (EEC) program, under which a PfC non-profit affiliate had managed grants over a period of 30 years, required program re-design and changes in methods of operations to conform with the new expenditure rules while maintaining services at the same level of quality. In the second case, it became apparent that another PfC non-profit affiliate was losing money on the cost of leased vehicles. Analysis revealed a low utilization of the leased vehicles, resulting in total costs that were over triple an alternative approach providing reimbursement of mileage costs to staff using their own cars for program purposes (including adding business use insurance cost coverage). The corrective action produced immediate positive financial results.

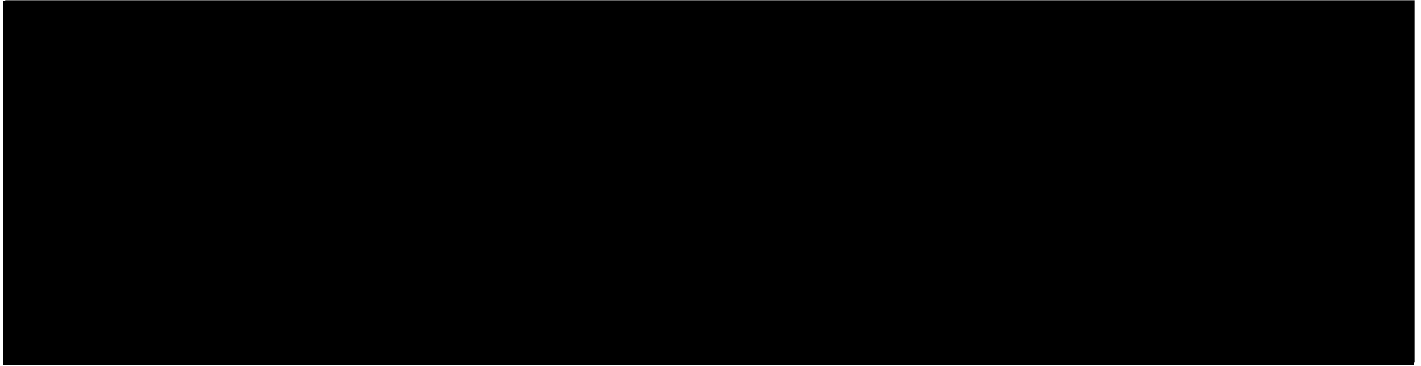
Vanessa Otero, the Director of Public Relations & Community Outreach, cites corrective actions she has taken in all of her positions in working with non-profit organizations. Typical situations have involved temporary or permanent layoffs due to unexpected decreases in grant funding levels associated with the "changing landscape" of federal, state and local funding. Other corrective budgeting adjustments and actions were also typically needed in service delivery volumes and costs, with the objective in all cases to maintain maximum service delivery within changing budgets and resource allocations, consistent with the accomplishment of established or revised program goals.

Floyd Brock, the Chief Operations Officer, reports no particular financial corrective action that he has undertaken.

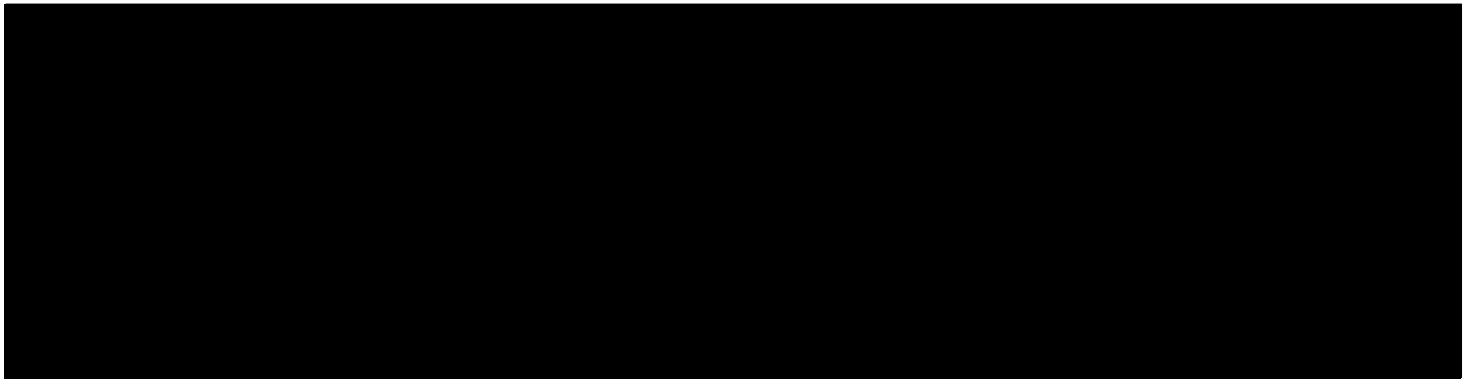
Richard A. Marchese, the Director of Security, reports no particular financial corrective action that he has undertaken.]

3. Applicant's Evidence of Suitability

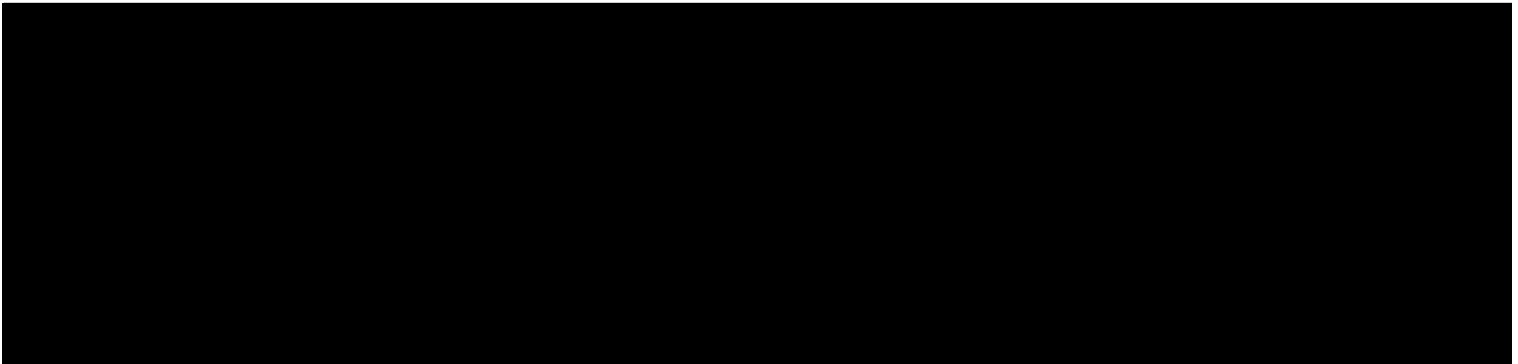
3.1 Indicate whether is/has been in compliance with all laws of the Commonwealth relating to taxes, child support, and workers' compensation with regard to any business in which the individual has been involved. In cases in which an Executive Management Team member is not in compliance with such a law,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

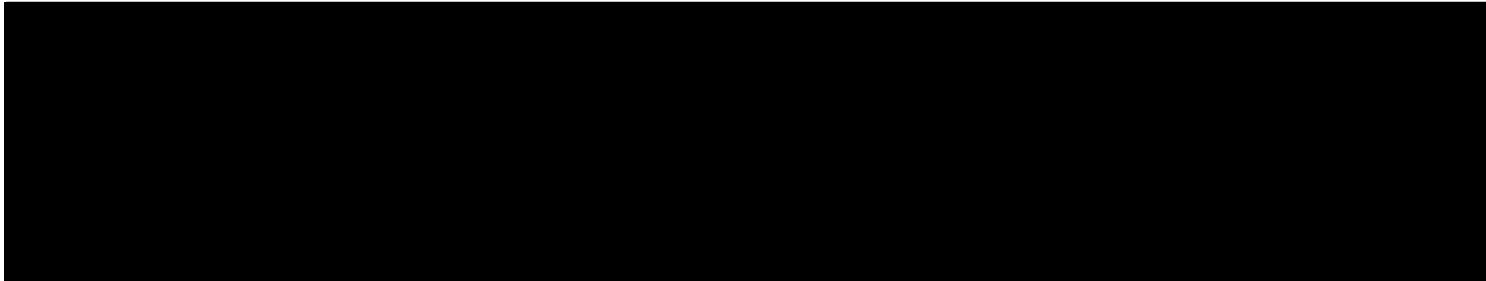


3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board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

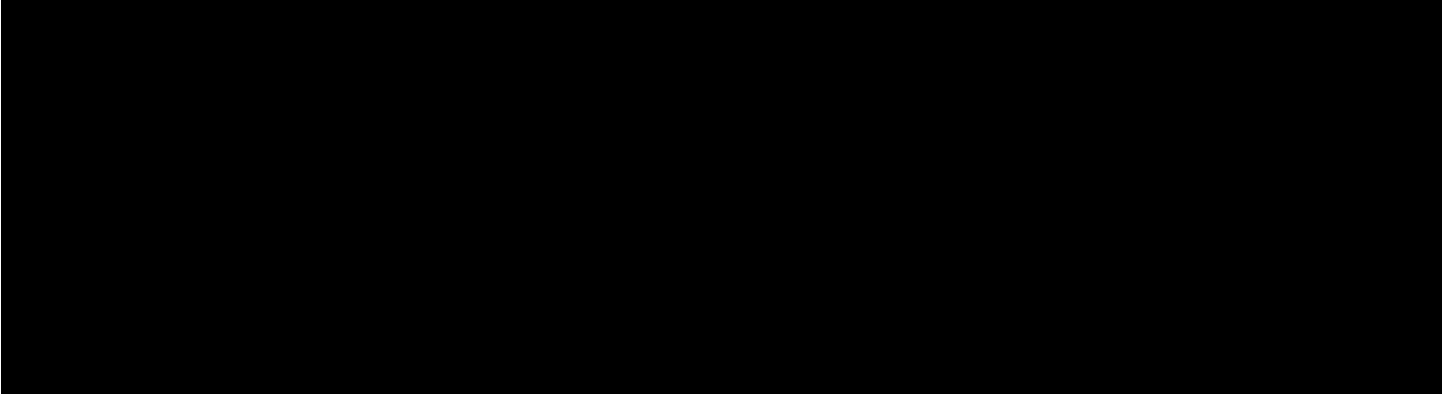


3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but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

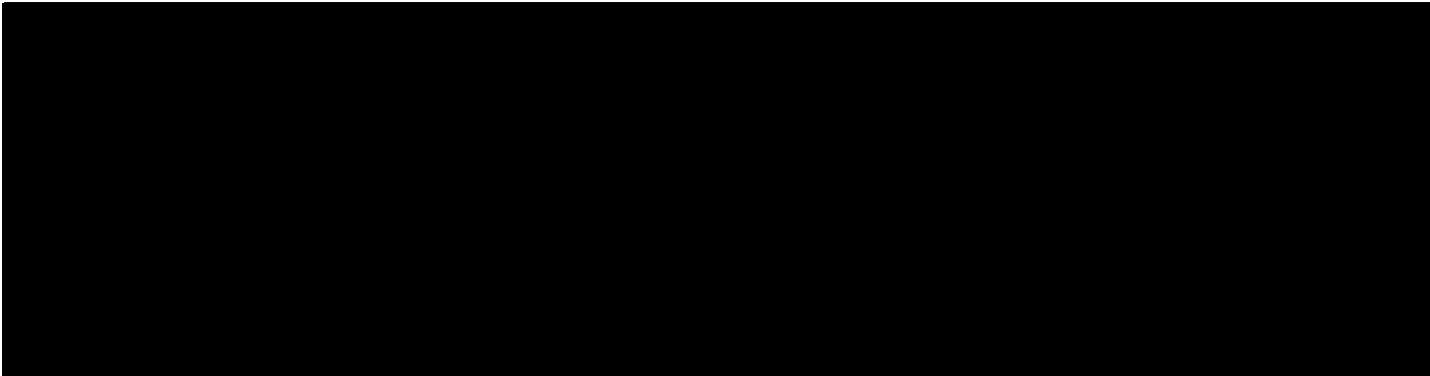




3.4 Indicate and describe whether any member of the **Executive Management Team or Board of Directors, including Board Officers**, has been the subject of any past discipline, or a pending disciplinary action or unresolved complaint, by the Commonwealth, or a like action or complaint by another state,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



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



4. Applicant's Evidence of Financial Condition

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

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

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

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

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

[We intend to cultivate, process and dispense medical marijuana at a 181 Appleton St, Holyoke, MA. The proposed capital budget contemplates making renovations to this existing structure to accomplish our operational objectives. [REDACTED]

[REDACTED] While we have taken an option to purchase the building in its current condition, the landlord agreed to make renovations (e.g. new roof, external security) and lease the building. Our capital plan assumed we will rent building with these improvements being paid for by the landlord. We anticipate the architect and design fees will be paid for by Debilitating Medical Condition Treatment Centers, Inc. for a cost of \$5,000.

[REDACTED]

We will scale our cultivation center to meet our patient demands. Based on our projects, we estimate that we will have to build out approximately 12,000 square feet of cultivating space in our first three years of operation. The total cost will be \$872,600. Included in this cost is \$266,600 in equipment for the growing room including trim machine. The remaining costs are for the cost of construction which includes the construction of the growing area (\$228,000), the HVAC for climate control (\$258,000) and installation of equipment (\$120,000) including lights, ballasts, climate controls, fans, trays, tables and other equipment.

We have budgeted \$20,000 for a Liquid chromatography machine, high-powered microscopes and other lab equipment which will be purchased to furnish the in-house lab to be used for testing plants throughout the growth cycle and for testing finished product (We will also contract with independent lab for testing).

We have budgeted approximately \$35,000 will be for office furniture, computers, printers and other office equipment.

We will purchase one delivery vehicle for approximately \$25,000.]

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.

[Revenues are projected in the budget based on 0.1% penetration of our service area in the first quarter of operation and increasing up to 0.4% at end of year one. We articulate our service area and patients estimates in question 7.9. This projection gives us 1,650 patients at the end of the first year with 17,288 patient

visits. Revenue will be as follows: \$3,371,063 in cannabis, \$374,563 in MIP's and \$37,456 in other items (including vaporizers sold at no profit).

Payroll expense includes wages paid to employees prior to the opening of the dispensary. These expenses are for growing, training and set up of the operation. Executive payroll of \$590,715 is for the management of the operation which includes the CEO, COO, CFO, CAO, Director of Security and Director of Public Relations. The Cultivation manger and growers will cost \$597,630. We will spend \$229,842 for wages in the dispensary. Processing, quality control and support staff will cost \$209,000.

Included in Fringe are payroll taxes and workers compensation insurance. The corporation will also provide the following benefits: Health insurance, dental insurance and a 403(B) plan to all full-time employees. These benefits and payroll taxes represent 13.6% of compensation or \$222,006.

Soil, nutrient sand other grow supplies will cost approximately \$67,600.

\$30,000 will be spent on general office expense which will include photocopier lease, photocopier supplies, office supplies, postage, printing of information brochures, and credit card processing fees.

The cost of water (\$16,000) and electricity (\$106,000) are a major cost in the growing of our product. Telephone and internet will cost \$23,600 per year

The cost of insurance is \$75,662 which includes Automobile, D & O, general liability, product liability and property.

Interest is calculated at a rate of 15% on the amount of money invested by the investors. Therefore, \$800,000 times 15% equals \$120,000.

Depreciation is based on the estimated useful life of these assets which are capitalized during the year. We will record \$85,043 in depreciation for the year.

Professional fees consists of testing lab fee of \$47,700, security service of \$90,000, accounting and audit fees of 24,000 and legal services of \$30,000.

Permit and licenses includes the \$50,000 annual fee to Department of Public Health.

Sales tax will be collected on all sales at a rate of 6.25% of sales and paid to the Department of Revenue Services in the amount of \$236,442. In addition we have calculated Corporation tax of \$72,483. Based on our fiscal year, the corporation will have some Net Operating Losses (NOL) to offset the income for the first full year of operations.

The corporation will also incur costs for training, janitorial, repairs and travel and advertising which will be \$96,000]

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.

[Utilization projection – We assumed approximately a 0.1% service penetration increase for each quarter for the first year of operation, so at the end of the first year we will have a 0.4% penetration in our service area. Our growth from the first quarter to the end of the first year will be 175%. With the year-end penetration of 0.4%, the number of patients will start at 500 and grow at a rate of approximately 100 patients per month for a total of 1,650 for the year. This will equate to 17,288 patient visits for the first year.

In the second year, we will maintain our penetration growth of approximately 0.1% each quarter reaching a total market penetration of 0.7% at the end of our second year. Our growth for the second year will be about 90.9%. Client growth in the second year will be at rate of approximately 125 new patients each month for a total increase for the year of 1,500 patients. This will bring the total patients served by the end of the second year to 3,150 and with over 44,325 patient visits during the year.

In our third year we estimate market will begin to mature and our growth will moderate. We anticipate that we will see our service area penetration increase to approximately 0.8%, equating to approximately 3,900 patients. This will result in a 23.8% growth in patients with approximately 64,575 patient visits during the year.

Assumptions: Revenues are calculated based on a Cost per Patient of \$ 325 per month. Management allocated to various category of sale based on statistics available to us.

Revenues are projected in the first year budget based on 1% penetration of the market in the first quarter of operation and increasing by 1% for each of the three (3) following quarters. This projection results in 1650 patients at the end of the first year with 17,288 patient visits. Revenue will be as follows: \$3,371,063 in cannabis, \$37,456 in MIP's and \$374,563 in other items.

In our second year, the growth in market of 90.9% produces increase revenues of \$5,486,825 or a 145% increase. The third year sales will increase by 44% or \$4,115,119.

As sales increase, we will have an increase in personnel to accompany the added production and increase sales volume. Manpower will start off with 5.4 FTE's and grow to 15.60 FTE's when the dispensary opens its operation. The initial personnel will be executives for 1.4 FTE and cultivation for 4 FTE's. At the end of the first year, staff will have increased to 16.7 FTE's. The increase from the initial staff will be as follows: dispensary by 6 FTE's, processing by 3 FTE's and support staff by 2 FTE's.

At the end of the second year, we will increase FTE's by 7.8 with the major increase in the area of dispensary operation with 4.5 FTE's, cultivation with 2 FTE's and processing with 1 FTE and minor increases in support services..

Dispensary operation will increase by 3 FTE's by the end of the third year of the contract as well as processing increasing by 1 FTE.

With the increase of FTE's over the three years, payroll will increase \$1,530,558 and \$1,073,739 in the second and third year respectively. However, the cost of payroll to the gross sales will decrease from 43.0% in the first year to 34.1% in the second year and to 31.6% in the third year.

Fringe benefits will increase by \$88,620 and \$53,034 in the second and third year respectively.

With the increase in patients served, the cost of cultivating will increase by 133 percent over the first year cost of \$211,200. In the last year this cost will only increase 105 over the second year cost.

Insurance will have a major increase. The increase in revenues will cause an increase in product liability insurance because the premium is based on revenues. In the second year, insurance will increase \$109,737 over the first year or 245%. Insurance will increase \$82,302 or 44.4%.

With the increase in revenue under the tax line item, there will be an increase in sales taxes based on the increase in revenue time the 6.25% State rate. This increase would represent an increase of \$342,929 and \$257,195 for the second and third year respectively.

Income tax on the profit for the year also increases from the first year. Taxes will be \$1,354,127 and \$1,611,321 for the second and to the third years respectively. While we are Massachusetts non-profit, the Federal Government does not recognize non-profit status of marijuana corporations and we expect to pay full corporate taxes on all pre-tax income. We are also aware of IRS application of 280E and will reserve cash on our balance sheet.

Profits begin in the first year but rise substantially in the second and third years. DMCTC plans to utilize excess profits in support of local human service programs and economic development activities in the area. Grants will be made to eligible non-profits to enhance their programming and support revitalization efforts in the urban areas.]

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).

[We have engaged the Chase & Lunt Insurance Group of Newburyport, MA to act as our insurance broker for the purposes of securing all our insurance policies. Chase & Lunt is the insurance broker for Maine Organic Therapy, a licensed marijuana dispensary operator in the State of Maine. Chase & Lunt has secured all of Maine Organic Therapy's insurance policies, including general liability, product liability, automobile, and workers compensation.

Chase & Lunt has identified a carrier, Evanston Insurance Company, which will provide general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for such a liability policy shall be no higher than \$5,000 per occurrence.

DMCTC with the Chase & Lunt Insurance Group as agent, has reviewed, submitted and received preliminary approval from Evanston Insurance Company to provide the coverage outlined above for our operations at 346 Race St, Holyoke, MA 01040. These policies will be bound upon the awarding of a Registered Marijuana Dispensary license by the Massachusetts Department of Public Health.]

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.

[181 Appleton Street, Holyoke, MA

[REDACTED] The site is in compliance with regulations requiring that it is not within 1,000 feet of another RMD and is not less than 500 feet from the prohibited children’s gathering places. It is zoned industrial general. However, should Springfield repeal its moratorium, DMCTC would not be averse to locating its dispensary in Springfield.]

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).

[181 Appleton Street, Holyoke, MA

[REDACTED] The site is in compliance with regulations requiring that the site is not within 1,000 feet of another RMD and is not less than 500 feet from the prohibited children’s gathering places. The site is zoned industrial general which is also in compliance with the regulations.]

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).

[181 Appleton Street, Holyoke, MA

[REDACTED] The site is in compliance with regulations requiring that the site is not within 1,000 feet of another RMD and is not less than 500 feet from the prohibited children’s gathering places. The site is zoned industrial general which is also is also in compliance with the regulations.]

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

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

- A letter indicating support or non-opposition by the Board of Health in the desired municipality.

[Extensive discussions between the Applicant and the key leaders of the City of Holyoke have been undertaken regarding the purpose of the proposed Registered Marijuana Dispensary (RMD), its precise location in Holyoke, and its potential impacts in the immediate neighborhood close to the RMD location as well as the Holyoke municipality as a whole. The complexity of the RMD operation, including the cultivation, processing and dispensing of medical marijuana at the single site at 181 Appleton Street, has been clearly presented, with reference to the detailed implementation provisions in 105 CMR 725.000.

The meetings and exchange of information regarding the proposed RMD have been held with the Mayor of Holyoke, with key members of the Holyoke City Council, with officers in the planning and legal departments as well as members of the Board of Health of the City of Holyoke and have scheduled a meeting with the Holyoke Police Chief. Among the many questions regarding the RMD location in Holyoke, three of the principal expressed concerns have been related to security plans, building design and retrofit, and the marijuana products that will be dispensed. Regarding security, the detailed discussions involved overall plans including back-up operations as well as the experience of the security personnel to be hired. Regarding building design, the general overall plan was discussed, including renovation of the interior and exterior of the building to provide for cultivation space, processing space (i.e., a kitchen), and a dispensing area to include private offices for patient consultations. Regarding marijuana products, we elaborated on the “third products” to be dispensed, using a variety of strains that are selectively bred to suppress THC and increase other cannabinoids (e.g., CBD, CBN) which contain medicinal traits. We also explained the marijuana infused products for patients who prefer to ingest cannabis orally—including the provision of vaporizers at cost—and encouraging them to vaporize instead of smoking cannabis. Finally, we stressed the counseling and education of patients on potency, dosing, drug abuse and side effects that will be key elements of the RMD service.

For these three concerns as well as other details of the anticipated RMD site and program in Holyoke, we emphasized the importance of full and transparent information to be sure that the anticipated RMD operation is accurately understood by the key City of Holyoke officials. Several follow-up meetings and phone calls with Holyoke officials to assure “due diligence” communications regarding specific questions were pursued, resulting in the formal letters of support attached in Exhibit 5.4. In addition, we are fully aware that, assuming a fairly rapid start-up and launch of the RMD during 2014, we will engage closely the Mayor and other municipal officials to carefully and accurately present the program to the larger Holyoke community through the media and through other public information sessions as desired by the city. DMCTC Board Chairman Heriberto Flores and DMCTC Clerk Brian Lees will be constantly in touch with Holyoke Mayor Alex Morse and his key staff to accomplish this purpose, as will the RMD Chief Executive Officer and in particular the RMD Director of Security. The latter is a former police chief who has long experience in dealing with security concerns related to community-based programs.

In addition to contacts with the City of Holyoke leaders, we have also met with Aaron Vega, the current State of Massachusetts Representative for Holyoke, to explain the proposed program. Mr. Vega was formerly a member of the Holyoke City Council.

The two formal letters of support in Exhibit 5.4 are from Mayor Alex Morse and from Holyoke Board of Health. It should be noted that the Mayor was recently re-elected per the results of the November 5, 2013 local elections. Mayor Morse is entering his second successive term as mayor.]

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.

[The DMCTC affirms that the RMD will be compliant with local codes, ordinances, zoning, and bylaws, as well as state requirements for the physical address of the proposed RMD dispensing/cultivation/processing site. The development and operation of the RMD will be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements. The project site at 181 Appleton Street in Holyoke will comply with the Code of Ordinances, City of Holyoke (Codified through Amendment No. 123, adopted June 18, 2013). To this end, the RMD will work collaboratively with the Holyoke Building Department – the Commissioner, Assistant Commissioner, Electrical Inspector, and Plumbing-Gas Inspector – to ensure that the RMD facility complies with the State Building Code, set forth at 780 CMR et seq., the Massachusetts Electrical Code, set forth at 527 CMR 12.00 et seq., and the Uniform State Plumbing and Gas Code, set forth at 248 CMR.

To accomplish this, the Management Team will operationalize an implementation plan composed of the following elements:

(1) Compliance with Laws, Ordinances and Regulations: Construction, renovation and operation of the proposed RMD will be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, environmental, electrical, communications and public health requirements.

(2) Building Permit and Inspection: The RMD will obtain building permits if multiple areas as required by the Holyoke Building Department.

(3) Fees: The RMD will pay all fees required for building permits.

(4) Site Plan Review: The RMD will go through the city Planning Board for a special permit and a thorough Site Plan Review prior to any renovation, construction (or modification). This review is strictly to verify that the project complies with all code requirements. The documents required for the Site Plan Review include but are not limited to a location map, a site plan, visualizations, landscape plans, operation and maintenance plans, fire permits, and all relevant compliance documents (e.g., building permits and approvals).

(5) Site Control: The RMD will submit documentation of actual control of the project site to all state and local regulatory bodies.

(6) Operation & Maintenance Plan: The RMD will submit a plan for the operation and maintenance of the site that includes provisions for off-site parking and handicap accessibility requirements.

(7) Separation of Use: The proposed RMD will not be located 1,000 feet or less from a parcel on which another RMD has been established; and 500 feet from a parcel containing a school, licensed registered daycare facility, playground, park, recreation center, youth center or other area where children commonly congregate; or within a Single Family Residential Zoning District or General Residential Zone.

(8) Off-street parking: The RMD shall conform to all regulations and design standards stipulated in Zoning By-laws, including the following: (i) The RMD is a "Other personal, consumer and retail services" occupancy type for the purpose of parking space count; (ii) The cultivation facility shall be considered as a "Wholesale or non-retail business, warehouse or other."

(9) Premises Requirements: The RMD dispensary area will not exceed 3,000 gross square feet for the client dispensary, while the cultivation area shall not exceed 25,000 gross square feet. Furthermore, the RMD will be located in a permanent building and will not be located in a trailer, cargo container or motor vehicle. We affirm that the RMD will have adequate interior space to accommodate all activities inside the building so as not to have outside patient queuing on sidewalks, parking areas, or other areas outside the building.

(10) Openness of Premises: We affirm that any and all distribution, possession, storage, display, sales or other distribution of marijuana will occur only within the restricted interior area of the RMD. To ensure that this standard is met, we also affirm that the RMD will be designed and constructed such that no area or portion where marijuana is processed or stored is visible from the exterior—only the RMD entrance will be fully visible from the public street or building frontage.

(11) Drive-Thru: The proposed RMD will not have a drive-thru service.

(12) Waste Disposal: The disposal of all waste at the RMD will comply with 105 CMR 725.105(J) and the outdoor storage of waste at the RMD will be screened with a locking fence. Enter text here: text limit 6,000 characters]

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.

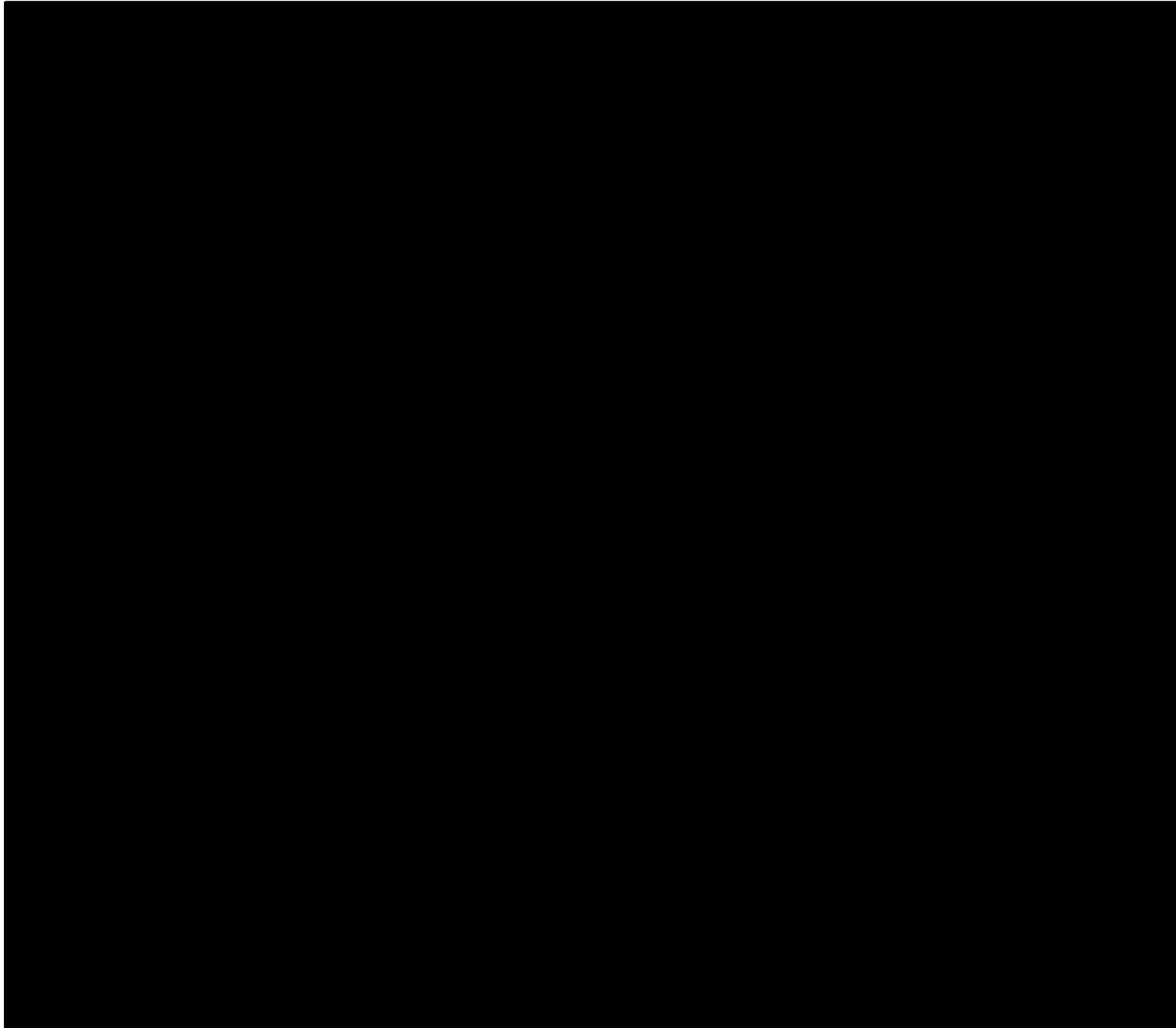
[The proposed RMD's plan to continue to develop and maintain a positive relationship in Holyoke specifically, and Hampden County in general, is to work with community stakeholders at all levels to create a sense of shared ownership in the project. To accomplish this the RMD will create a Community Advisory Board early in the process. The RMD will invite to be members of the Board elected representatives, community leaders with experiences in law enforcement and community health, and neighborhood leaders, including skeptics of the project. The RMD has already received a commitment from the Holyoke Mayor to appoint a representative to serve on the Advisory Board and the President of the Council of Churches, Bishop Timothy Paul Bayman, has agreed to join the Advisory Board. The RMD will use the Advisory Board to share information on RMD program design and implementation, listen to the area residents' concerns, and solicit input from the Advisory Board members, honoring their local experience and knowledge.

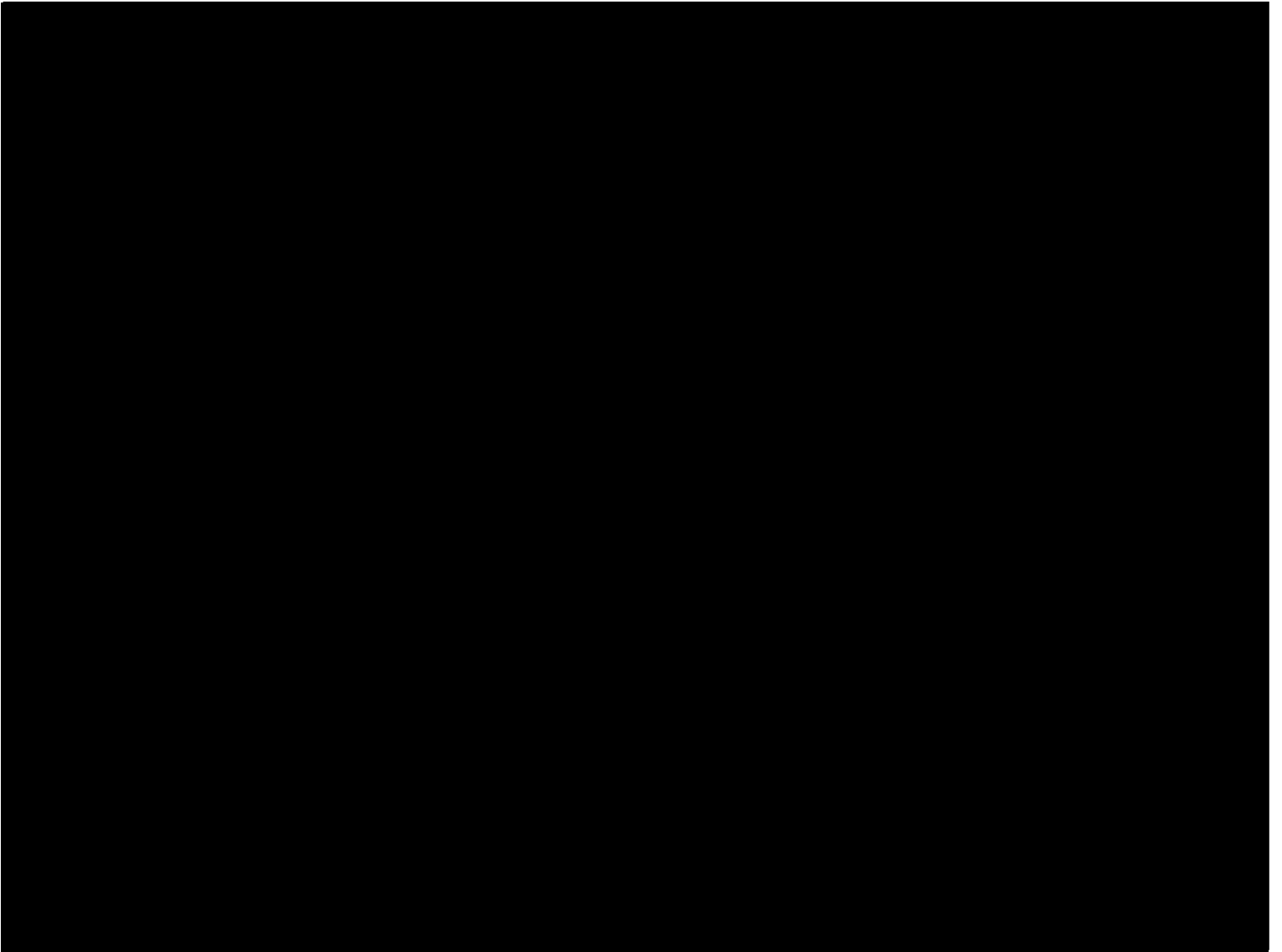
In forming and supporting the Community Advisory Board, the proposed RMD understands the importance of being transparent, addressing people's concerns and issues immediately, and maintaining a steady presence at all times at community meetings. The RMD Executive Management Team intends to engage in one-on-one meetings and attend community meetings at which detailed questions about the project can be asked. Prior to approaching the local stakeholders at general public meetings, we also plan to engage in a balanced series of one-on-one meetings with individuals from community groups that are likely to be supportive as well as with influential persons likely to be opposed or to have continuing concerns about the program. Moreover, before directly engaging with the community, the Management Team will place special priority on maintaining and building upon the support and advice of key current and former elected and appointed officials—including but not limited to the Holyoke Mayor's Office, the Holyoke Planning Department, members of the Holyoke City Council, the Holyoke Board of Health, the Massachusetts State Representative from Holyoke and the Western MA Chiefs of Police Association.

To demonstrate transparency and the competence to run the proposed RMD, the Management Team will invite the community to tour the site, speak to staff and patient advocates, and question neighborhood residents near the RMD location on the program's impacts. To demonstrate accessibility and that it would be accountable should any problems arise, the Management Team's community liaison will also attend stakeholder and community meetings, whether or not the RMD is on the agenda, as well as special neighborhood events.

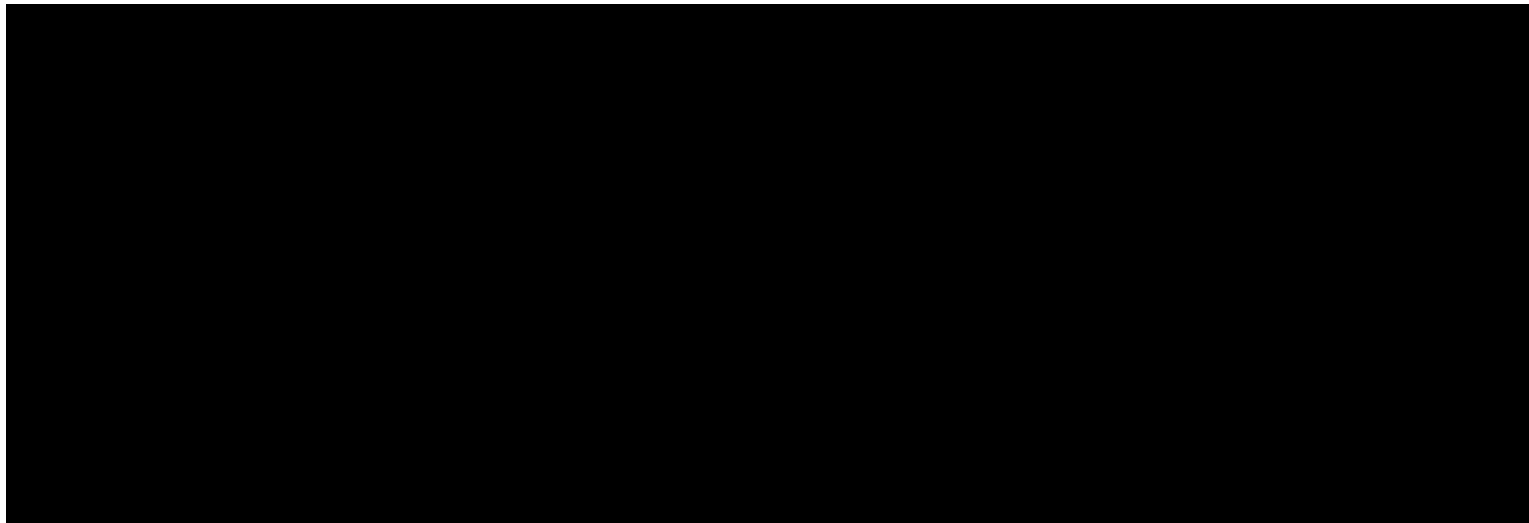
To demonstrate that it is determined to be a good neighbor, the RMD will be very mindful of the diversity in the community and the need for different styles of outreach in order to maintain positive relationships. To that end, the RMD will adopt a variegated process that, above all, will allow the local stakeholders frequent and meaningful opportunities – in addition to meetings of the Community Advisory Board – to voice their concerns and feel heard and valued. The Management Team will vary both the format and location of community outreach – from private meetings with individuals at neutral places, to small and large local meetings on the stakeholders’ home turfs, to participation in neighborhood events. Whatever the outreach format, the Management Team will seek to strike the correct balance of being accessible and respectful to all local stakeholders. Enter text here: text limit 6,000 characters]

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





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



6. Staffing Plan and Development

6.1 Provide a narrative description of the proposed RMD staffing plan including position description, full time equivalency, and reporting structure. Attach an organizational chart in which you identify all staff and all reporting relationships. If this level of detail is already included in exhibit 1.3, include the same organizational chart in exhibit 6.1.

[The RMD Staffing Plan is attached in Exhibit 6.1. The chart in Exhibit 6.1 is identical to the Organization Chart submitted in Exhibit 1.3, and it indicates all staff and all reporting relationships of the proposed RMD staff.

All staff positions in Exhibit 6.1 show the same position titles as those listed in the labor line items in the projected RMD budget. Total FTE (Full Time Equivalent) positions, accounting for full time and part time employees and the anticipated start dates for all position, result in projections of 16.7 FTE in the first full fiscal year, 24.5 FTE in the second full fiscal year, and 31.4 FTE in the third full fiscal year of the RMD program.

All positions are 1 FTE unless otherwise indicated.

The specific positions including brief summary information describing functions, responsibilities and reporting relationships of each position, are presented below. The positions are presented by five labor

categories: (1) Executive; (2) Support; (3) Cultivation; (4) Processing; and (5) Dispensing. The same five labor categories are used in the RMD budget.

[Note: At the top of Exhibit 6.1 there is a box clearly indicating that the DMCTC Board of Directors is ultimately responsible for the total RMD operation. The dotted line to the left shows the role of the Community Advisory Board—with its advisory inputs provided directly to the Board of Directors.]

(1) Executive staff positions

- Chief Executive Officer: The CEO will manage and supervise all dimensions of the RMD operation on a day-to-day basis, reporting to the Board of Directors.
- Chief Operating Officer: The COO will be directly responsible for all cultivation, processing and dispensing of medical marijuana products, as elaborated in responses 7.3 through 7.13, supervising all staff as shown in Exhibit 6.1, and reporting to the CEO.
- Director of Security: The Director of Security will be directly responsible for RMD security, safety and emergency preparedness, particularly as elaborated in responses 5.8, 5.9, 7.5 and 7.15 through 7.17, reporting to the CEO. [Part-time increasing from 10% to 20% FTE as the program expands.]
- Chief Administrative Officer: The CAO will be directly responsible for all personnel, information technology and other RMD administrative requirements, with reference particularly to responses 6.2 through 6.5, supervising the support staff as shown in Exhibit 1.6, and reporting to the CEO. [Part-time increasing from 10% to 30% FTE as the program expands.]
- Chief Financial Officer: The CFO will manage all aspects of RMD finance, budgeting, accounting and audit functions, with reference particularly to responses 4.1 through 4.6, supervising accounting support staff and reporting to the CEO. [Part-time increasing from 10% to 40% FTE as the program expands.]
- Director of Public Relations & Community Outreach: Responsible for the comprehensive community participation dimensions of the RMD program, most specifically related to responses 5.4, 5.7, 7.9 and 7.14, and reporting to the CEO. [Part-time averaging 10% FTE over the course of the program.]

(2) Support staff positions

- Director of Information Technology (IT): Responsible for IT systems relating to all RMD operations and functions, including data collection, monitoring, report formats, and required program documentation, reporting to the CAO. [Part-time increasing from 10% to 20% FTE as the program expands.]
- Director of Human Resources (HR): Responsible for detailed recruitment, hiring, staff training, dispensary agent files, and application of personnel policies and procedures for all RMD labor categories, reporting to the CAO. [Part-time increasing from 10% to 29% FTE as the program expands.]
- Administrative staff: Other staff support as required and assigned/supervised by the CAO.
- Accounting staff: Other staff support as required and assigned/supervised by the CFO.

(3) Cultivation staff positions

- Director of Cultivation: Responsible as Head Grower/supervisor for all RMD marijuana cultivation, specifically as elaborated in responses 7.3 through 7.5, supervising Assistant Head Growers and Growers, and reporting to the COO.
- Assistant Head Growers (2): One starting at the beginning of RMD growing operations and the second added approximately one year later, reporting to the Director of Cultivation.
- Growers (5): Two starting at the beginning of RMD growing operations and another three added over time as the program expands, reporting to the Assistant Head Growers.

(4) Processing staff positions

- Director of Quality Assurance, Testing and Processing: Responsible for MIP processing, internal testing, external laboratory contracts, and preparation for delivery to medical marijuana patients, as elaborated most specifically in responses 7.6 and 7.7, supervising other Processors and reporting to the COO.
- Processors (3): One starting in the first year of operations and another two added over time as the program expands, reporting to the Director of Quality Assurance, Testing and Processing.

(5) Dispensing staff positions

- Director of Retail: Responsible for all RMD Dispensary functions, including the inventory, transport, safety, record keeping, pricing and marketing tasks elaborated in responses 7.10 through 7.14, supervising the staff as shown in Exhibit 6.1 and reporting to the COO.
- Dispensary Managers (3): One starting in the first year of operations and another two added over time as the program expands, reporting to the Director of Retail.
- Dispensary Associates (7): Two starting in the first year of operations and up to another five added over time, reporting to the Dispensary Managers.
- Pharmacy Manager and Pharmacy Associates (3): One Pharmacy Manager starting in the first year of operations, supervising up to two other Pharmacy Associates over time, and reporting to the Director of Retail.
- Delivery: Listed as a function [drivers and transport means to be determined].]

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.

[DMCTC plans to phase in the staff of the proposed RMD starting in February 2014 with full staffing occurring by December 2016. The RMD staff is listed below with the role, qualifications and experience for each position (names included where known).

Chief Executive Officer (Samuel J. Mazza, M.D.)

Role: Leadership, management and supervision of all dimensions of the RMD program.

Qualifications/Experience: At least ten years of senior-level professional experience in managing a complex health services organization, with an annual budget of at least \$10 million. Education: M.D. degree and/or MBA.

Chief Operating Officer (Floyd Brock)

Role: Management/supervision of cultivation, processing and dispensing of RMD medical marijuana products.

Qualifications/Experience: At least five years of technical/management experience in production, laboratory testing and sales of high-quality medical products.

Chief Financial Officer (John D. Motto, CPA)

Role: Financial management, budgeting, tax returns, accounting and audits of RMD operations.

Qualifications/Experience: At least ten years of financial management of non-profit social service organizations or private companies, with annual budgets of at least \$10 million. Education: B.A. degree plus CPA.

Chief Administrative Officer (Jane M. Malone, MBA)

Role: Personnel management, program reporting, IT support and other RMD administrative requirements.

Qualifications/Experience: Ten years of experience in managing non-profit organizations, with annual budgets of at least \$10 million. Education: MBA degree or equivalent.

Director of Security (Richard A. Marchese)

Role: Management of RMD security, employee safety, and emergency preparedness in compliance with state and municipal laws.

Qualifications/Experience: At least ten years of professional experience in the public or private sector in managing complex security operations. Education: B.A. degree.

Director of Public Relations and Community Outreach (Vanessa Otero)

Role: Leadership of community outreach programs and networking with health agencies.

Qualifications/Experience: At least ten years of experience in managing/networking for community-based organizations. Education: B.A. degree, MBA desirable.

IT Director

Role: Design/maintenance of IT systems for RMD operations, including data collection, performance monitoring, report formats, etc.

Qualifications/Experience: At least five years as an IT systems specialist. Education: B.A. degree including computer science.

Human Resource Director

Role: Recruitment, hiring, training, and personnel policies for all RMD employees.

Qualifications/Experience: Five years as a human resource specialist. Education: B.A. degree in human resource development or related field.

Accounting Staff

Role: Support in carrying out CFO tasks.

Qualifications/Experience: As a rule, staff will have at least five years of experience, with either a B.A. degree or equivalent training in accounting.

Administrative Staff

Role: Support in carrying out CAO tasks.

Qualifications/Experience: As a rule, staff will have at least five years of experience, with either a B.A. degree or equivalent training in human resources or business administration.

Director of Cultivation (Head Grower)

Role: Management of RMD marijuana grow operations, maximizing plant yields and minimizing costs, in compliance with quality, safety and security guidelines.

Qualifications/Experience: Extensive horticultural knowledge, plus three years of management experience. Education: B.A. or technical diploma in agricultural sciences.

Assistant Head Growers (2):

Role: Marijuana grow operations, including supervision of other growers.

Qualifications/Experience: Horticultural knowledge plus two years of experience in crop production. Education: Relevant technical training.

Growers (5):

Role: Production of marijuana plants per RMD technical specifications.

Qualifications/Experience: Prior crop production experience. Education: Relevant technical training.

Director of Quality Assurance, Testing & Processing

Role: Management of MIP processing, testing, laboratory contracts, and preparation of final products.

Qualifications/Experience: At least three years in preparing processed products ready for consumption, including quality assurance and laboratory management tasks. Education: B.A. degree.

Processors (3)

Role: Preparation of MIPs.

Qualifications/Experience: Prior experience in preparing processed products for consumption, in compliance with technical specifications. Education: Technical training required for job tasks.

Director of Retail

Role: Management of all RMD Dispensary functions, including inventory, transport, safety, record keeping, pricing and marketing.

Qualifications/Experience: Five years in inventory, sales, and marketing. Education: B.A. in business administration or related field.

Dispensary Managers (3)

Role: Support for RMD Dispensary tasks.

Qualifications/Experience: Two years of experience and relevant technical training.

Dispensary Associates (7)

Role: Support for RMD Dispensary tasks.

Qualifications/Experience: Relevant experience and technical training.

Pharmacy Manager

Role: Control of central inventory of RMD medical marijuana product.

Qualifications/Experience: Three years in inventory controls with similar product volumes and variety. Education: B.A.

Pharmacy Associates (2)

Role: Support for RMD Pharmacy tasks.

Qualifications/Experience: Relevant experience and technical training.

DMCTC has enrolled in the Massachusetts CORI as evidenced in the attached registration form in Exhibit 6.2. It is DMCTC policy to conduct a CORI check on every employee at the point of job offer. Results will be analyzed and problematic CORI's will be processed according to the CORI regs in terms of proper applicant procedures. DMCTC will also conduct a CORI yearly on the hire anniversary date.]

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.

[It is the fundamental policy of the Debilitating Medical Condition Treatment Centers, Inc. (DMCTC) that a fair and uniform personnel management system be established for its employees in order to ensure the most effective provision of services to the citizens of the community and to become an employer of choice. Therefore, it shall be the policy of the DMCTC that all employment shall be based on merit, suitability, and ability without regard to color, religion, sex, national origin, age, disability, ancestry, medical conditions, family care status, sexual orientation, or any other basis prohibited by law.

The DMCTC will operate within the principles of equal employment opportunity guidelines set forth in Federal, State and local laws and regulations. All activities relating to employment including recruitment, testing, selection, promotion, training and termination shall be conducted in a nondiscriminatory manner. The DMCTC will cooperate fully with all organizations and commissions organized to promote fair practices and equal employment opportunity.

The DMCTC is committed to complying with all applicable provisions of the Americans With Disabilities Act. It is the DMCTC's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability so long as the employee can perform the essential functions of the job. The DMCTC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to the extent required by law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

All policies are internal guidelines, which do not create contractual rights and should not be interpreted to constitute binding contractual obligations. All policies are drawn from relevant laws, regulations, and policies. Should there be a conflict between any statement, fact or figure presented, and the current laws, regulations and policies, the latter takes precedence. The DMCTC reserves the right, in its sole judgment, to modify, amend, or rescind the provisions of any policy. These policies are not intended to alter the employment-at-will relationship in any way.

The DMCTC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

The DMCTC complies with all aspects of the Family and Medical Leave Act which provides eligible employees up to 12 weeks of leave for certain family and medical reasons during a 12-month period. To be eligible for FMLA, an employee must be employed for 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the leave. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. The DMCTC will grant FMLA leave in accordance with the federal regulations defining reasons for allowing the leave. At the conclusion of the leave the DMCTC will return the employee to the same or equivalent position.

It is against the DMCTC policies for any employee, in any employment capacity or role, to unlawfully harass another employee. Harassment prohibited by this policy includes sexual harassment as well as other forms of prohibited harassment. In the event that an employee believes that he or she has been subject to harassment prohibited by this policy, the employee is encouraged to submit a complaint.

The DMCTC wages are based on job content and responsibility, and are comparable to those paid for similar work by area organizations to ensure that the DMCTC can attract and maintain capable employees.

Employees will be paid on a salary or hourly basis depending on the position, the number of hours worked, and the exempt or nonexempt status of the position. Salary ranges are as follows: Executive Staff: \$100,000-\$150,000; Director Staff (IT,HR,Cultivation, Retail): \$60,000-\$75,000; Growing, Processing/QA, Dispensing Management: \$50,000-\$60,000; Associate Staff: \$15 per hour.

The DMCTC will run a Criminal Offender Record Information (CORI) check on new employees and again annually based on the employee's date of hire. Each time that a CORI is to be run, the individual must authorize in writing this background investigation using the company-provided form.

Every employee will be provided a job description to aid in orienting them to their jobs, identifying the requirements of each position, establishing hiring criteria, and setting standards for employee performance evaluations.

A performance evaluation will be conducted following an employee's introductory period of six months. Annual performance evaluations will be conducted on the anniversary date of hire of the employee to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The DMCTC considers its employees to be valuable assets. We will provide each eligible employee with a comprehensive set of benefits. These include mandated benefits such as FICA, Medicare, workers' compensation insurance, unemployment insurance in addition to a full set of voluntary benefits which includes paid vacation, sick and personal leave along with medical insurance, an Employee Assistance Program, and a pension plan.]

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.

[The DMCTC will provide employees with professional development opportunities that increase their skills and enhance their contributions to the organization because the work performance of an employee is a vital key to the success of the DMCTC. Providing professional development to our employees is an investment in their careers and the organization's future.

Each new employee will participate in a thorough training process designed to educate them on the critical aspects of their job, patient/employee safety, and business confidentiality. Each employee will be trained in, and demonstrate adherence to the DMCTC's business confidentiality. Additional training tools will include the employee handbook, custom training presentations and seminars. Furthermore, employees will be offered additional training and education opportunities throughout their employment with the DMCTC in an effort to retain skilled and knowledgeable staff members. Employees that are customer-facing (including all Retail Associates) will be trained in First Aid, CPR and will be required to be HIPAA trained and certified.

All employees will be trained in the Equal Employment Opportunity Act, discrimination laws, Immigration Reform and Control Act, Americans With Disabilities Act, Family and Medical Leave Act, and the Alcohol/Drug Free Workplace policy.

In addition, employees will also receive training for their specific jobs such as:

- Cultivators - State regulations on cultivating, OSHA, HACCP, Cultivation manuals (covers entire life cycle of cultivation), job shadowing to learn from seasoned growers;
- Processors - food handler training;
- Associates - State regulations on dispensing, custom training developed by CMO, Americans for Safe Access, cash handling, safety, emergency preparedness.

Full-time regular employees will be eligible for reimbursement for education costs that are approved by the organization. Professional development can be obtained through attendance at seminars, educational courses and degree programs that once acquired will assist the employee in performing his or her essential job functions and increase the employee's contribution to the organization. Other professional development expenses that will be reimbursable are membership fees to professional organizations, registration fees for meetings, conferences, workshops and seminars, fees and subscriptions for scholarly journals, books, and computer-based resources.

In addition the DMCTC will provide the following types of training and development:

- Job specific training - training and development that increases employee skills and abilities to meet the requirements of the current position;
- Career development - training and development that build employee competencies to prepare them for future positions; and
- Educational development - courses through a credited educational institution.

Furthermore, training and development can be on-the-job (informal) or formal training programs. On-the-job training and development includes activities such as:

- Peer or supervisor coaching on particular job-related skills;
- Mentoring, with an internal or external mentor on job and career-related skills and abilities;
- Job rotation;
- Job shadowing;
- Cross training; and
- "Acting" responsibilities when superiors are away.

In alignment with the DMCTC's organizational values of innovation and excellence, the DMCTC encourages the continuous learning of employees. The DMCTC will establish an annual Training and Development Plan and Budget. The Training and Development Plan will identify:

- Organizational knowledge acquirement and skill development required; and
- Functional knowledge acquirement and skill development required.

Managers will identify, with input from employees, opportunities for individuals to attend conferences, meetings or training sessions that will result in the acquirement of the knowledge and skills identified in the plan during his or her annual evaluation. Employees may also request to attend conferences, meetings or training sessions that will further their personal career development.]

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.

[Our timeline has been developed assuming we will cultivate, process and dispense medical marijuana at 181 Appleton Street, Holyoke, MA.

We have worked with Holyoke city officials, including the Mayor Alex Morse and Principal Planner Jeffrey Burkott to ensure the site is acceptable and zoned appropriately. As described in our response to questions 5.4 and 5.6, we have received municipal support and demonstrated we we can comply with all local and State regulations at our proposed site. We have been assured by city officials that the permitting process will follow normal course of business and will be hampered in any way by extraordinary steps. As such, we have a high degree of confidence that we can execute a 6 month timeline from DPH notification of provisional certification to the dispensary opening its doors to registered patients and caregivers.

We have identified all local tradesmen required to execute our build-out in the proposed timeline. We have received quotes for the work in terms of both pricing and timeline. Based on this information, we are confident we can execute our start up plans on time and within the budget described in our response to question 4.3.

Risk Level – We have assigned a risk level of high, medium and low based on the benchmarks ability to disrupt our target Dispensary opening of August 1, 2014. The cultivation build-out and security installation have the highest risk level because they must be completed before we can cultivate.

Permitting

Based on conversation with Jeffrey Burkott, we anticipate a building permit would be obtained within 30 days of filing. We will file a building permit immediately after notification from DPH and expect to obtain a permit from The City of Holyoke to begin construction by the end of February 2014.

Cultivation Build-Out

Our cultivation center has been modeled after an existing and successful grow operation, Maine Organic Therapy. We have worked with local tradesmen to receive quotes and commitments to meet our timeline. Our cultivation center will expand over time as our patient numbers increase. Phase one of our build-out, which will include 3,000 square feet of flowering space will be completed by April 5, 2014. The build-out includes completing rough construction, installing electricity, HVAC and all cultivation equipment (lights, ballasts, climate regulators, reservoirs, tables, trays, other). This will enable us to receive DPH approval and begin cultivating marijuana by April 7, 2014.

Dispensary Build-Out

We have worked with local tradesmen to receive quotes and commitment to meet our timeline. The build-out includes completing rough construction, installing electricity, plumbing, HVAC and completing finish construction. We are planning to complete this buildout, including the installation of a commercial grade kitchen, by June 30, 2014.

Security Installation

We will install a security system that meets all the regulations of 105 CMR 725.110. [REDACTED]

Staffing – We have a detailed staffing plan that includes milestones to hire all individuals. Cultivation staff will be hired early in the year with retail staff being added in the Summer of 2014. Our Head of Human resources will recruit and hire all employees in cooperation with the Executive Team and functional managers.

Cultivation & Processing

We will begin germinating seeds on April 10, 2014. We will be leveraging proprietary grow techniques developed by Maine Organic Therapy (including the use of auto-flower seeds) to complete a full growing and curing cycle within approximately 90 days. We will elaborate on these procedures during our provisional review period. We are planning to complete our first round of cultivation and have cured, finished marijuana by July 17, 2014. This will provide our quality assurance staff sufficient time to test our products and arrange testing by an independent laboratory. This will also allow two weeks for the packaging of marijuana and creation of MIPs.

Dispensary – We will open our Dispensary officially on August 1, 2014.]

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.

[We have developed a year one operating plan which will ensure that we meet our start-up timeline and provide access to medical marijuana for patients suffering from debilitating conditions. We have developed timelines and benchmarks for each functional area of our operation. We will hold functional managers responsible for meeting their function-specific benchmarks.

Some examples of key business check in points over the year will include:

Staffing Plans - We have articulated our staffing plans in Question 6.2. We will carefully monitor recruiting, hiring and training throughout the first year given our start-up nature. Each manager will have staffing benchmarks they will be tasked with meeting. This will include numbers of resumes screened, interviews performed, hires made and trained.

Security Plans - The Director of Security will be tasked with coordinating the physical installation of our security systems and the hiring and implementation of our security personnel (in coordination with a our 3rd party security vendor). Employee, patient and caregiver safety is a of primary importance to our successful operation and we will carefully monitor this operaiton to ensure success.

Cultivation Plans - The Director of Cultivation will be responsible for the build-out of the cultivaiton center, staffing and successful cultivaiton of medical marijuana using organic methods. The Director of Cultivation will have operational metrics including production and quality goals. We will closely monitor the cultivation against the operation plan to ensure that we can provide high quality products.

Dispensary Plans - The Director of Retail will be responsible for build-out of the dispensary, staffing and successful operation. We will have operational metrics around numbers of patients serviced, quality of interactions (as measure by patient surveys), and other aspects of the retail operation.

]

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.

[Cultivation Management

The DMCTC cultivation program will be led by Floyd Brock, the Chief Operations Officer. The grow facility will be constructed to eliminate light pollution and contaminants. The environment will be clean. The growing spaces will have state of the art climate control to maintain 70-75 degrees F, 45%-65% relative humidity and 1,000-1,500 ppm CO₂. The growing spaces will have white plastic walls and sealed concrete floors. All growing surfaces, containers, floors, and cultivation tools will be properly sanitized for the prevention of molds and diseases. All airflow into the growing spaces will be filtered to remove rogue pollen, insects and airborne contaminants.

All plants will be organically grown, meeting federal FDA guidelines for organic crops. As with any crop, the need to control fungi and insects populations may be needed. Cultural controls are the first step to successful organic farming. These processes include prevention, proper ventilation, leaf removal, low humidity, cleanliness and plant removal. Creating the proper environment by maintaining humidity and temperature is fundamental to inhibit fungal and insect growth and cultivate crops organically.

We will use Integrated Pest Management (IPM), an effective and environmentally sensitive approach to pest management. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available organic pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard. Organic, biological controls such as lady bugs and predatory mites may be used to control any unwanted insect population, as well as several bacterial species such as *Bacillus thuringiensis*. Several species of bacteria, such as *Bacillus subtilis* and *Trichoderma*, are also very effective in the eradication of fungal infections. Removal of infected plants is preferred to the use of pesticides. Any plant material found with an infection or affliction will be quarantined to the quarantine room. The plant will remain in the quarantine room until cured or destroyed.

Cultivation Process

- Each strain will start from high quality seeds of a certified strain (with documented medicinal qualities) obtained from a known seed bank.

- The seedlings will mature into mother plants to ultimately supply the flowering rooms. Cuttings will be taken to reproduce the exact genetic make-up of the original plant, commonly know as clones. This process will be repeated with new material when necessary to keep fresh and vigorous genetic strains for the highest quality pharmaceutical-grade marijuana.

- Mothers of each strain will be maintained by 600 watt metal-halide lights with 18-hour photo period and watered by hand.

- Clones will be rooted in organic media and then potted in 12-inch pots with organic soil. After two weeks of vegetative growth, the clones will then be transferred into the flowering rooms. The flowering rooms will be maintained by 600 watt high-pressure sodium lights with a 12-hour photo period.

- The potting media will be a commercially available peat or coco coir based substrate. Organic compost and organic amendments, such as kelp meal, bone meal and feather meal, will be added to further enrich the base substrate. Then the newly amended potting media will be inoculated with beneficial bacteria and fungi and allowed to “weather” for 2-4 weeks. This “weathering” step allows the beneficial microbes to break down the amendments to a plant usable form. This “building of the soil” nearly eliminates the need for bottled fertilizers since the nutrients are stored in the media and will continually be broken down during the life of the crop. This also over-populates the media with beneficial microbes that will out-compete pathogenic bacteria and fungi.

- The flowering plants will only need to be watered with organically based calcium and magnesium enriched water or actively aerated compost teas. Organic compost teas are made with water, compost and the same amendments that enriched the potting media. The tea is then brewed with an aeration pump for 24-72 hours. This aerobic brewing allows the beneficial microbes in the compost to break down the ingredients in the tea and make them available as plant nutrients.

- Plants will be allowed to flower for 8 to 10 weeks. During the final two-weeks of growth, the growing medium will be flushed with reverse osmosis water. The plants will receive no water for the final 2 to 3 days of growth and the large fan leaves will be removed, which will aid in faster drying. After a 24 hour dark period, the plants will be harvested.

- Harvest decisions will be determined after careful microscopic inspection of each plant block. Entire stalks of the plants will be harvested when the pistils turn brown and resinous trichomes are milky white to amber. They will be stripped of leaves and manicured by hand using gloves, scissors and manicuring shears. They will then be hung on metal racks to dry in the drying vault. The drying vault will be dark, 65-70 degrees F and 45-55% humidity.

- After appropriate drying, the flowers will be trimmed and cured in large, airtight, stainless steel containers. The containers will be stored in the dark for up to two weeks until fully cured. They will be inspected daily for moisture content and mold growth.]

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.

[The quality, purity and consistency of the DMCTC RMD products will be of the utmost importance for the proper care and well being of our patients. This will begin with establishing high standards for cultivation, processing and handling of all marijuana and MIPs.

We will cultivate using organic methods and without the use of pesticides. The growing spaces will have state-of-the-art climate control to maintain 70-75 degrees F, 55%-65% relative humidity and 1,000-1,500 ppm CO₂. All growing surfaces, containers, floors, and cultivation tools will be properly sanitized for the prevention of molds and diseases. All airflow into the growing facility will be filtered to remove harmful pathogens, insects and rogue pollen.

Each strain will start from high quality seed. The seedlings will be sexed and mature into our mother plants. Several cuttings will then be taken to reproduce the exact genetic make-up of the original plant (“clones”). These clones, which are genetically identical to the high quality mother plants, will provide a consistent product for our patients. Any plant material found with an infection or affliction will be quarantined to the quarantine room. The plant will remain in the quarantine room until cured or destroyed.

We will build an in-house laboratory which will be used to test our marijuana throughout the growing cycle and to test all finished product. Our laboratory will include the following equipment:

- High performance liquid chromatology machine: used to test cannabinoid profile
- Ultraviolet light: used to test for mold/mildew or pathogens
- High-powered light microscope: used to test for mold/mildew or pathogens

All our plants will be tested weekly to determine the cannabinoid profile. The Director of Cultivation/Head Grower may direct a change to the feeding regiment or light strength during this process to achieve a consistent cannabinoid profile. Conditions and corresponding test results will be documented each week to serve as a reference for future grow cycles.

We will hire a Director of Quality Assurance, Testing & Processing and needed support staff to monitor all aspects of the operations and run the laboratory. This unit will report to the Chief Operating Officer and will function independently from (i.e., not be influenced by) the cultivation unit. They will be responsible for carefully monitoring and inspecting all RMD operations. They will have rigorous reporting requirements and ensure that issues are escalated promptly and resolve in a timely manner.

MIPs will be made using the same strains and procedures to ensure consistency of dose. All concentrates (tinctures, butters, oils) will be manufactured and tested to ensure the cannabinoid profile is consistent and within tight range. All baked goods will use consistent recipes to ensure consistency in dose.

We will also enter into a contractual arrangement with an independent, accredited laboratory for purposes of testing all our marijuana. All of our marijuana will be independently tested for its cannabinoid profile and for contaminants as specified by Massachusetts DPH, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides. We will ensure that no marijuana is dispensed until it is independently tested and free of contaminants. We will maintain the results of all testing for no less than one year. We will have a policy and procedure for responding to results indicating contamination, which shall include destruction of contaminated product and assessment of the source of contamination. This policy will be made available to registered qualifying patients and personal caregivers.]

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

[All waste, including waste composed of or containing finished marijuana and MIPs, will be stored, secured and managed in accordance with the regulation in 105 CMR 725.000. We will employ technology and processes to ensure that disposition is in compliance with the regulations, is secure, lawful and avoids diversion.

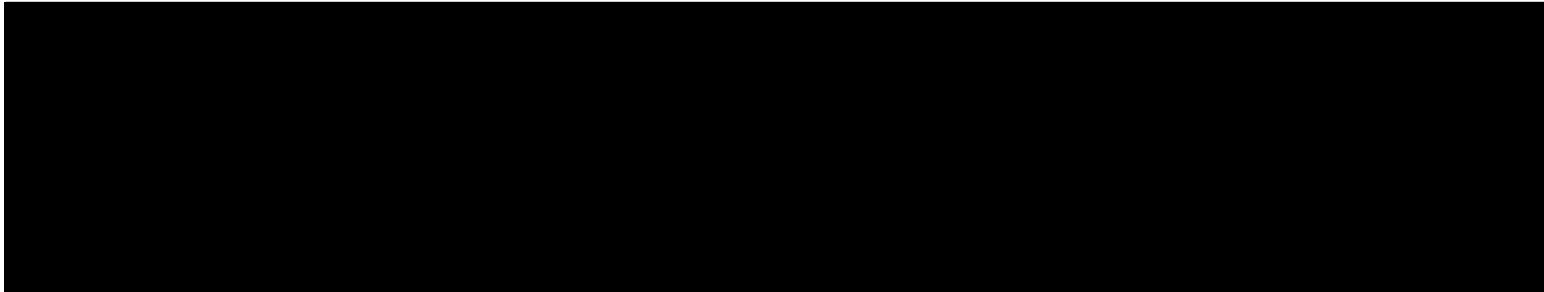
Security - Our process will be designed to ensure that items which have been designated for disposition have a clear chain of custody. The responsible parties will be required to use software and sign logs to ensure the all items are will have been handled appropriately and ultimately rendered unusable. All items will be stored in locked rooms with limited access.

Anti- Diversion - Our security procedures ensure that products remain in the custody of RMD personnel until they are rendered unusable. Unusable waste will be transferred by waste management professionals to an approved waste management facility. In addition to the processes summarized below, all employees with required to read and acknowledge with signature our anti-diversion policy. We will have a zero tolerance policy for diversion of any nature. Attempts to divert will result in immediate termination and reported to the appropriate authorities.

Process Summary

We will use MJ Freeway software to track all plants, plant material, marijuana in process, finished marijuana and MIPS. MJ Freeway software maintains a permanent record of all items that have been designated for disposal. These records include measures to track the “who, what, when, where and why” of any destroyed item. Reports can be run specifically to gather information about destroyed items.

Only designated employees will be authorized to identify a product for disposition. The Director of Quality Assurance, Testing & Processing can designate any plant matter or product is not suitable for dispensing and follow the MJ Freeway software protocol for disposing of products. The Chief Operating Officer will receive reports each week to review for irregularities and audit the process.



We will grind all excess and waste marijuana and marijuana products with waste soil, rendering the end product unusable. A minimum of two dispensary agents will monitor the waste process and keep written records of the date, the amount of marijuana destroyed, the persons involved and verification that marijuana was rendered unusable and placed in the appropriate locked dumpster. All final waste product will be disposed in a solid waste management facility that holds a valid permit issued by the appropriate state agency.

At no cost we will accept excess marijuana from our lab, patients and caregivers for destruction. We will destroy the marijuana as described above and keep written records in accordance with the State regulations.]

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.

[Recognizing the harmful side effects of smoking, we will encourage our patients to vaporize or use MIPS and otherwise offer a range of products that will enable patients to inject their medicine.

Product Offerings

All products will be produced using a variety of strains, and will be sold in the following forms:

- Tincture (glycerine based)
- Butter
- Olive oil
- Baked good (brownie, cookie, granola bar, chocolates)

Methods of Production

All edible MIPs will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

Tincture, butter and olive oil will be produced using heat extraction. Finished marijuana trim will be combined with the appropriate raw material in an enclosed heating vessel. The ingredients will be heated to approximately 300 degrees farenheit for a duration of twelve hours. Upon completion, the ingredients will be strained to remove plant matter. The remaining product is marijuana infused that can be taken orally or combined with food to inject. Baked goods will be made incorporating the marijuana infused butter. All recipes will be carefully documented and followed to ensure that each product is consistent in quality, nature and dose. All products will be tested in our laboratory and labeled as described further below.

We will designate MIP “persons in charge” (PICs). At least one PIC will be present during all hours of operation. The assigned PICs will be knowledgeable about food safety and the prevention of foodborne illness. The PICs will also ensure that the we are operating in compliance with all regulations.

We will adhere to sanitary practices, including but not limited to:

- Maintaining adequate personal cleanliness
- Providing adequate hand-washing facilities and ensuring that staff wash their hands regularly and thoroughly
- Providing sufficient space and for placement of equipment and storage of materials as necessary
- Properly removing litter and waste
- Ensuring that construction of floors, walls and ceilings is conducive to cleanliness
- Providing adequate safety lighting
- Cleaning and sanitizing all contact surfaces and utensils using a sanitizing agent registered by the U.S. Environmental Protection Agency, in accordance with labeled instructions
- Providing adequate plumbing and water supply to maintain cleanliness
- Providing adequate, readily accessible toilet facilities for employees that are maintained in sanitary conditions

Labeling

We will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each MIP that is prepared for dispensing, containing at a minimum the following information:

- (a) The registered qualifying patient’s name;
- (b) The name and registration number of the RMD, together with the RMD’s telephone number and mailing address, and website information, if any;
- (c) The name of the product;
- (d) The quantity of usable marijuana contained within the product as measured in ounces;
- (e) A list of ingredients, including the cannabinoid profile of the marijuana contained within the product, including the THC level;
- (f) The date of product creation and the recommended “use by” or expiration date;
- (g) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- (h) Directions for use of the product if relevant;
- (i) A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2);
- (j) A warning if nuts or other known allergens are contained in the product; and

(k) This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN."

Storing

All finished products will be individually packaged, inventoried and securely stored in a commercial-grade refrigerator. Access to finished MIPs will be tightly controlled by authorized personnel. Refrigeration will protect MIPs against physical, chemical, and microbial contamination as well as against deterioration of them or their container.

Disposing

In the event that a MIP is deemed to be unsuitable for dispensing, we will follow our disposal plan as described in Question 7.5. The product's chain of custody will be tightly controlled and the product will not leave the dispensary until it is rendered unusable.

Dispensing

All MIPS will be packaged in plain, opaque, tamper-proof, and child-proof containers without depictions of the product, cartoons, or images other than the RMD's logo. Our MIPS will not bear a reasonable resemblance to any product available for consumption as a commercially available candy. MIPS will only be dispensed by members of our pharmacy staff.

Tracking

We will be using MJ Freeway's MixTracker software to track multiple facets of MIP production and processing. MixTracker includes features for tracking conversions from trim or flower to concentrate (e.g., tincture), and conversions from concentrates into finished infused products. All conversions processed create a permanent historical record, detailing product consumed and product created. The software will maintain a historical database of all MIP related activities, and reports may be run on such historical data. We will be using real-time inventory to track all finished MIPS. We will establish inventory controls and procedures for inventory reviews including daily, monthly and annual processes.]

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.

[Our inventory management program will be designed to prohibit diversion or other unlawful activity. We will use a combination of technology and management processes to ensure a clear chain of custody and accountability for all aspects of our inventory.

[REDACTED]

At the end of each day we will require a member of the pharmacy staff to perform a physical inventory of all finished marijuana and MIPS. The record of each inventory will include the date of the inventory, a summary of the inventory findings, and the names, signatures,

and titles of the individuals who conducted the inventory. Each day, a member of the accounting staff will reconcile the inventory reports to our software to ensure product was not diverted. Any variances or irregularities will be reported to the Chief Operating Officer and Director of Security immediately.

All marijuana in cultivation and/or in process of being trimmed, cured, or converted into MIPs will be tracked using real-time inventory through the use a single electronic system to capture everything that happens to an individual marijuana plant, from seed and cultivation, through growth, harvest and preparation of MIPs, if any, to final sale of finished products. The system will chronicle every step, ingredient, activity, transaction, and dispensary agent, registered qualifying patient, or personal caregiver who handles, obtains, or possesses the product.

We will use MJ Freeway software as our electronic system. MJ Freeway's fully integrated system includes features for tracking, managing, and reporting on all grow operations, MIP operations, patient records, and point of sale. 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 touched a plant, and what nutrients went into a plant.

Packages of product taken from any such batch will also record histories, tracking any related MIP operations, movement of product, or other adjustments performed through distribution to the end user. Reports will be run that are 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 purposes should the need arise. The inventory features within the software will enable comprehensive tracking of all plants, trim, waste, MIPs, and finished flower inventory.

In addition to daily inventory procedures described above, we will conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana. We will also conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory.

We will use high-precision scales that will be calibrated daily. All weights must fall within specific tolerances to ensure there is no inventory shrinkage or theft. Our inventory tracking system will alert management when weights fall out of specified tolerances:

- Gram must weigh 1.03 grams +/- .02 grams
- Each oz. must weigh 28.55 grams +/- 0.2 grams

Prevention of diversion will be accomplished through systems, processes, training, accountability, security and monitoring. Our electronic system will track all phases of the inventory. We will incorporate daily physical inventory procedures to ensure the system reflects the actual inventory. Designated employees will be responsible for the inventory in their functional area and held responsible for performing their duties daily. An independent accounting staff member will be responsible for independently reviewing and corroborated inventory reports. In the event that physical inventory does not match the electronic system, the Chief Operating Officer and Director of Security will immediately launch an investigation into the matter. Every area where marijuana is cultivated, processed or stored will be monitored by surveillance cameras. All areas will be locked during non-business hours with limited access to authorized personnel. All employees will receive training on our inventory procedures, the State regulations and our anti-diversion policy. Employees will sign an acknowledgement of a zero tolerance policy for diversion, which will include termination and notification to proper authorities.]

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

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

[The proposed RMD will serve the patient population of Hampden County, Massachusetts (pop. 463,490), which is the service area used in the projections of numbers of potential patients and other details of the RMD business plan (see responses to Questions 4.4 and 4.5).

There is great need for a well-operated and effective RMD in the Hampden County, where thousands of residents have debilitating medical conditions. Hampden County is recognized as a medically underserved community. For the last three years, Hampden County has been ranked last among all Massachusetts counties on health outcomes and health factors in the Robert Wood Johnson Foundation's County Health Rankings and Roadmaps (Wisconsin Population Health Institute, 2010, 2011, 2012). There is a large patient population in the service area who live with severe debilitating medical conditions such as cancer, HIV/AIDS, Multiple Sclerosis (MS), and Hepatitis C Virus (HCV). For example, according to the HIV/AIDS Epidemiologic Profile of Hampden County (MDPH, 2012), as of December 31, 2011 there were 1,662 people living with HIV/AIDS in the county service area – 80% of whom were living in either Holyoke or Springfield. Similarly, according to the National Cancer Institute's State Cancer Profiles, Hampden County has an annual incidence rate of 453

people per 100,000 living with cancer, resulting in an average annual count of 2,382 people living with this debilitating disease in the service area.

The 26 cities and towns of Hampden County are centered by the economic capital city of Springfield (pop. 153,060) that along with Holyoke (pop. 39,880) and Chicopee (pop. 55,298) comprises the urban core of this target service area. In terms of minority group populations, Hampden County is ethnically and racially diverse, with 36,662 (8.0%) African American residents, and 69,046 (15.1%) Latino residents. The Latino community of Hampden County is highly concentrated in the cities of Holyoke and Springfield, while the African-American community is highly concentrated in Springfield. In all, 83.6% of all Latino residents of Hampden County live in either Springfield (which has 41,359 Latino residents) or Holyoke (which has 16,349 Latino residents), and 86.5% of African-Americans in the county live in either Springfield (34,073 African-American) or Holyoke (1,867 African-Americans). Also, in terms of population concentration, according to the 2010 Census the Springfield Metropolitan Statistical Area is ranked first in the nation for Hispanic-White segregation and 22nd in the nation for Black-White segregation (Center for Population Studies, University of Wisconsin).

The DMCTC recognizes that socio-economic factors such as poverty and lack of education impact health both directly and indirectly, and that there are significant disparities in health services reaching different population groups. To mitigate these problems and improve health equity in the community, the proposed RMD will pay special attention to ensure that the underserved populations (minority, non-English speaking, refugee/immigrant, and other categories) are specifically targeted with RMD materials and media presented in a form accessible to each group. The RMD staff – to the extent feasible – will also reflect the diversity of the Hampden County community.]

- 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.

[Patient record keeping

We will use a patient record keeping software that is in compliant with Commonwealth of Massachusetts regulations and is HIPAA compliance. We intend to use MJ Freeway software, pending its acceptable integration with the Massachusetts electronic registration and dispensing tracking system and that API's (Application Programming Interface capacities) enabling such integration are provided by the vendor supplying the system.

We will rely on electronic record keeping to the greatest extent possible, as long as we can ensure that patient safeguards are in place and system is in compliance with HIPAA guidelines. Data will be backed up at regular intervals to prevent any loss of data. In the event that we must keep a paper record and we will store all files in a locked cabinet in a limited access area of the RMD.

Each new patient will complete an orientation where we will gather all pertinent information electronically. Pertinent information will include: Name, Phone number, email, address, birth date, designated caregiver (if applicable), physician information, registration card expiration date, and compassion program price tier (if applicable). To the extent possible, we will associate a patient record with his/her driver's license that we can use for future visits. We will use offsite storage of sensitive information per HIPAA compliance rules. All patient purchase history will be stored electronically and will be readily available to authorized RMD dispensary agents.

Technology to support business operations

We also intend to use MJ Freeway's software suite 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 can break down inventory by location and stage of the manufacturing process, and store the operation's gross inventory in sub-locations as appropriate. Inventory can be assigned down to employee level, and batch data persists throughout the inventory tracking process. All data can be time-stamped within the system, including inventory transfers and conversions as well as employee access.

We will use a website to provide information to current and prospective patients and the healthcare community. The website will provide information about the regulations and provide frequently asked questions and answers. The website will serve as a portal on how to effectively disseminate information to potential patients, ensuring that their visits to the RMD are successful, informing them on what they need to bring in order to receive their medicine and more basic information such as contact information, directions and hours of operation. For patients or caregivers making delivery orders, we will support users in creating password-protected accounts through the website and scheduling preferred delivery dates and times. We will also use social media, such as Twitter, to effectively allow patients to follow news and events specific to our RMD or changes in regulations that could impact their ability to qualify as patients or the amount of medicine they may be eligible for. At no point will Twitter be used to directly promote the sale of marijuana or engage in direct conversations with patients that might involve HIPAA protected data.]

- 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.

[Providing compassionate and affordable RMD services are the central values guiding development and implementation of this application. As a result, the proposed RMD will use 340B Pricing Guidelines from Section 330 of the PHS (Public Health Service) Act as a guide in developing the proposed sliding fee policies, meaning full pay for those with income at or above 300% of the Federal Poverty Level (FPL), application of a sliding fee scale for those with income between 100%-300% of the FPL, and a minimal charge at most for those with income below 100% of the FPL.

For qualifying patients, the RMD will determine sliding fee eligibility based on several factors, including earned income, financial assistance from other state and federal programs (Social Security, veterans, unemployment, etc.), non-wage income (interest, dividends, trusts, etc.), and the number of household members. In order to qualify for the RMD sliding scale program, patients must reside in Massachusetts and

meet the income eligibility guidelines outlined in the “RMD Income Eligibility and Benefit Level Chart” for the applicable fiscal year (see Sliding Scale in Exhibit 7.12).

Several members of the RMD management team have relevant experience in conducting income verification procedures to determine benefit levels for diverse populations. For example, the Chief Administrative Officer has many years of experience in operating large-scale assistance programs in Springfield and other areas of Hampden County that require extensive income documentation and verification (e.g., Fuel Assistance and Voucher Day Care programs). The RMD will build on this experience to establish the policies and procedures to verify income for RMD patients who demonstrate financial/economic hardship. Applicants for RMD Sliding Scale consideration will be provided opportunities and multiple points of contact (i.e., in-person, phone, email, etc.) to have their questions answered about the RMD Sliding Fee application. During operating hours RMD staff will also provide one-on-one help to qualifying patients in need of hands-on assistance with completing the application. All RMD sliding scale information and applications will be provided in English, Spanish, Russian, Somali, Vietnamese, and other languages common to Hampden County residents. Sliding Scale applications will be gone over verbally when necessary, and with American Sign Language for deaf patients.

Exhibit 7.12 provides detail on the proposed Sliding Price Scale.]

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.

[The RMD will have trained and qualified staff available to provide patient (and caregiver) counseling and education related to best practice methods of marijuana administration and information on the health effects of marijuana use. Educational material will strive to meet industry standards advocated by the Americans for Safe Access Foundation (ASAF) in the patient education, as well as correct packaging and labeling of medical marijuana and products derived from marijuana. The plans to develop this capacity at the proposed RMD are as follows:

- Training of Qualified Staff: The proposed RMD will work per ASAF guidelines applicable to the training of employees on the basics of cannabis as medicine, uses of cannabis, and basic safety and operational protocols. These materials also provide guidance on how to better educate qualified medical marijuana patients. To this end, the RMD will provide employees who have any assigned functions that involve providing qualifying individuals with marijuana or marijuana-derived product with training that includes: (i) specific uses of marijuana or a specific marijuana-derived product; (ii) clinical application of the specific constituents of marijuana and modes of administration; and (iii) the laws, regulations, and policies relevant to providing medical marijuana or marijuana-derived product to qualified patients. In addition, all staff will be trained and certified in the use of First Aid materials, CPR (Cardiopulmonary Resuscitation) and AEDs (Automated External Defibrillators) that will be on site at the RMD.

More specifically, RMD staff will be trained to teach qualifying patients and their caregivers about the harmful effects of smoking marijuana and encourage the use of other methods of marijuana administration. This will include education on how to vaporize marijuana, and the RMD will provide vaporizers at cost to encourage this practice. RMD staff will also be trained to provide patient education on how to appropriately use tinctures in marijuana administration. Great care will be given in patient education to ensure that patients and caregivers are administer marijuana in correct amounts, covering the most effective strains given individual conditions.

- **Qualifying Patients' Rights and Responsibilities:** We will provide material on RMD policies that describe the rights and responsibilities of qualifying patients who obtain marijuana or marijuana-derived products from the RMD. Such material will include: (i) how qualifying patients can expect to be treated by employees of the RMD; (ii) information that each qualifying patients will be required or requested to provide to the RMD; (iii) a method for providing feedback and suggestions, including procedures for communicating commendations and complaints; (iv) contact information for the RMD, and for specific employees for a qualifying patients to contact; (v) hours of operation; and (vi) the RMD's policies related to payment, purchase requirements and purchase limits, and the prohibition of use of marijuana and marijuana-derived product on the premises.

All RMD educational material will be provided in English, Spanish, Russian, Somali, Vietnamese, and other languages common to Hampden County residents. As necessary, educational material will be also be provided verbally or using American Sign Language.]

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.

[The RMD's proposed marketing and advertising plan will use a social marketing approach targeting institutions and organizations that currently serve potential qualified patients from Hampden County. These organizations include but are not limited to local hospices, visiting nurses, complementary cancer care providers (e.g., Cancer House of Hope locations), HIV prevention and education providers, MS service providers, patient advocacy groups, local affiliates of national associations (e.g., American Cancer Society), veterans facilities such as the Soldiers' Home in Holyoke, senior centers and public health agencies. The proposed RMD will not conduct extensive community-wide advertising to the general population but, rather, will conduct a targeted marketing campaign to potential qualified patients and their support networks. External signage at the RMD will be informative but will not be used as a marketing technique. The proposed RMD's printed materials and flyers will be designed to be restrained and informative, rather than splashy and gaudy. The DMCTC affirms that at no time will the RMD use a logo in labeling, signage, and other materials that utilizes medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis and marijuana. Materials will be distributed upon request in English, Spanish, Russian, Somali, Vietnamese, and other languages common to Hampden County residents. Materials with printed lists of the prices strains of marijuana available will be provided only to qualifying patients and personal caregivers and upon request.

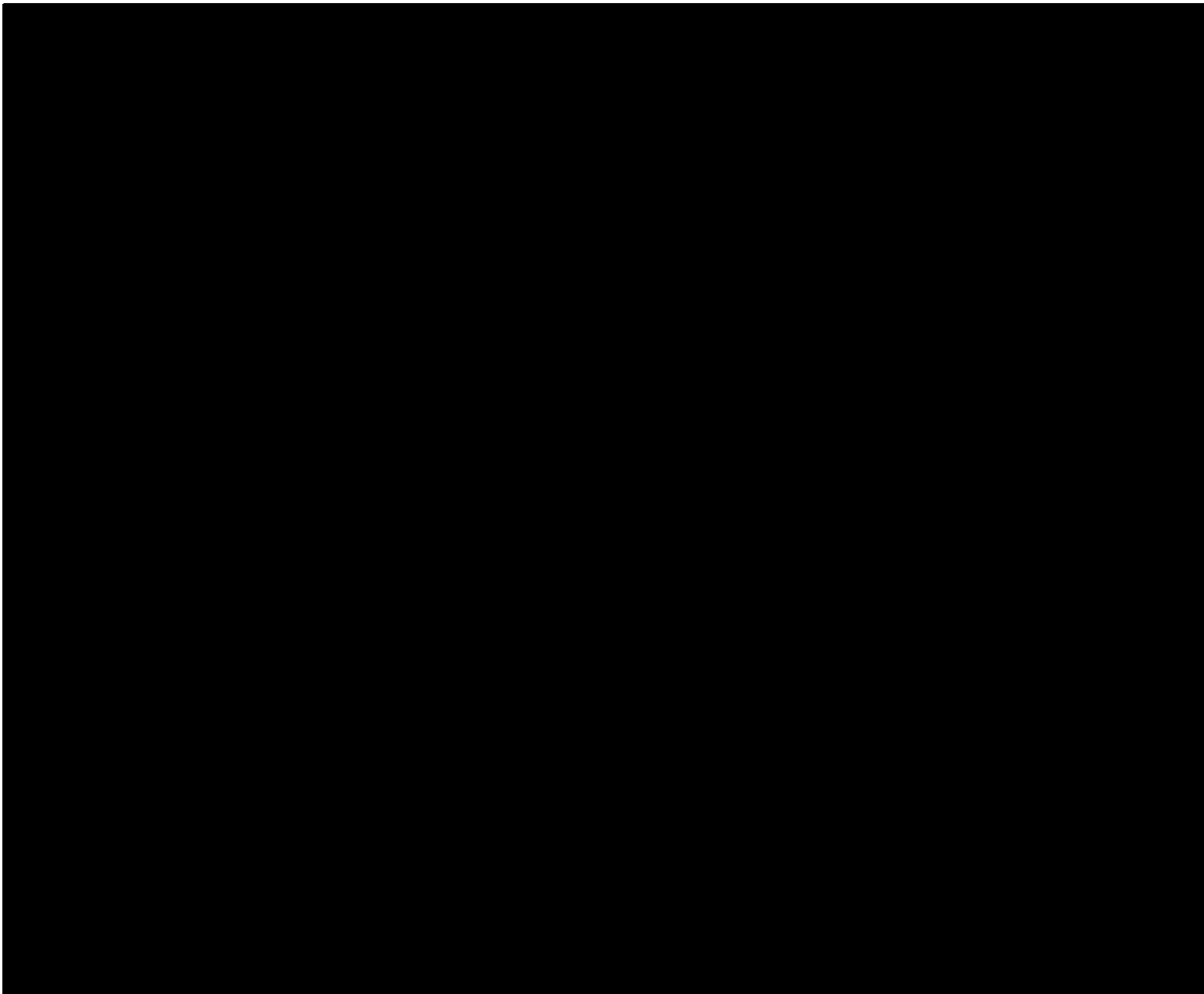
The DMCTC also affirms that the RMD external signage (i) will not be illuminated except for a period of 30 minutes before sundown until closing, (ii) will comply with local requirements regarding signage, (iii) shall not involve neon lights, (iv) will not display advertisements for marijuana or any brand name, (v) will identify the building by the RMD's registered name, (vi) will not utilize graphics related to marijuana or paraphernalia on the exterior of the RMD site and RMD building, and (vii) will not display marijuana, MIPs, and any associated products visible from the exterior of the facility. The DMCTC otherwise affirms that RMD shall comply will all other signage requirements mandated by the Massachusetts regulations.


The RMD's proposed marketing and advertising plan will also make use of TV, radio and print media. The RMD Management Team will conduct informative interviews on a regular basis (e.g., quarterly) with these media sources. Spanish-language radio and print media will also be targeted. The goal is to provide qualified patients and their caregivers with information about the RMD's sole focus on supporting qualified patients living with a debilitating medical condition or related symptom. Interviews will provide factual information

about the RMD and how qualified patients can access services. At no time will information about pricing be provided through marketing activities. The DMCTC also affirms that at no time will promotional items (e.g., t-shirts, coffee cups, etc.) be used in marketing, nor will the RMD encourage or represent in any way the recreational use of marijuana.

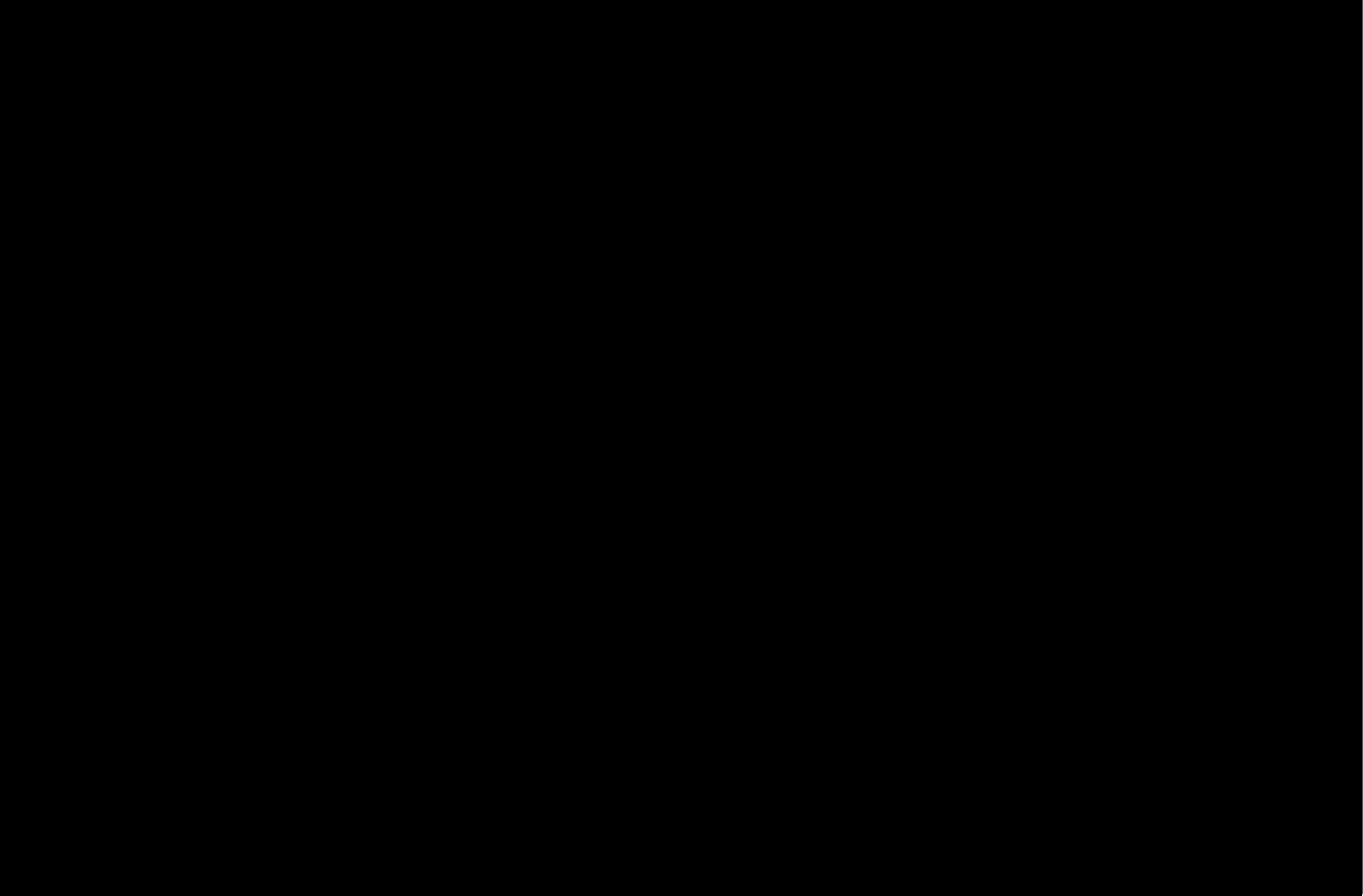
Finally, the RMD will create a website with summary information on the program, to reach the general public and expand outreach to potential patients and caregivers. The RMD will use "Search Engine Optimization" to increase traffic on the RMD website by providing Google with relevant content. Search engine optimization can also be very effective, if used correctly, in reaching out to non-English speaking potential patients in need of accessible and culturally-linguistically adapted content.]

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.

[
Incident management will be only one part of an all-inclusive approach to quality assurance, which will encompass a priori risk assessment, training, and policy development, in vivo systems monitoring and data collection, and ex post incident documentation and policy/procedure review and response.

- Adverse Incident Reporting: The RMD Director of Security will track all adverse incidents, which include but are not limited to reportable incidents under 105 CMR 725.110(F)(1). The RMD will require by policy that all adverse incidents shall be documented internally so that RMD management can take all necessary measures (1) to ensure patient health and safety through adjustments to RMD policy, (2) to protect facility security through a review of alleged breaches, and (3) to enhance service quality through a holistic analysis of incidents over time. The RMD will track the progress of incident investigation and resolution, conducting internal investigations as appropriate and cooperating to the fullest extent permissible by law with external investigations by the Department, law enforcement, or any other public agency. Both internal documentation of adverse incidents and documentation of reports made to the Department pursuant to 105 CMR 725.110(F)(1) will be maintained no less than one year and made available to authorities upon request, pursuant to 105 CMR 725.110(F)(3).

- Consumer Complaints: The RMD will be open and responsive to consumer concerns and complaints. It will be RMD policy to elicit consumer reviews of the RMD's performance through periodic satisfaction surveys and also to accept and welcome self-initiated consumer feedback in any written form at any time. All consumer complaints will be directed to the Chief Operating Officer for investigation and resolution according to an RMD Grievance Policy, which will provide clear guidelines with respect to timetables, investigations, adjudication reporting and consumer communication, and appeals for the resolution of consumer complaints.

- Operational Concerns: RMD operations, governed by 105 CMR 725.105, are exhaustive and include facility safety, security, and adequacy; patient confidentiality and education; inventory projection and auditing; marketing and advertising; waste disposal; record-keeping; business records; labeling; and product manufacture and sale.

- Reporting to Law Enforcement and/or the Department: Pursuant to 105 CMR 725.105(H), all RMD dispensary agents will complete required annual training on an array of topics appropriate to each agent's job functions, roles, and responsibilities. It will be RMD policy, however, that all staff receive comprehensive training on the incident reporting requirements of 105 CMR §§725.110(F) and (E)(10), including reporting timetables, the substantive content required in an adverse incident report, (105 CMR 725.110(F)(2), evidentiary thresholds giving rise to a reporting requirement, and all other relevant federal and state reporting mandates. Additionally, RMD management will train staff with respect to the provisions of federal and state criminal law, including MGL Ch. 94C §32E, that target the illegal sale, manufacture, or distribution of marijuana under circumstances not protected by the Act. The RMD will never prevent staff from making a good faith report of an incident to the Department or to law enforcement authorities and shall as a matter of policy protect reporting staff from retaliation as a result of making their report. There may be times when reasonable minds could disagree on whether a particular incident reaches a regulatory or legal threshold requiring a report to DPH or to law enforcement, or whether circumstances giving rise to mere suspicion of a reportable incident are sufficiently verified so as to require reporting. In those circumstances, staff with direct knowledge of the incident may consult with RMD management, who in turn will consult with the Department, to better understand the substantive content and regulatory intent of applicable law and regulation.]

ORGANIZATIONAL CHART
(Exhibit 1.3)

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

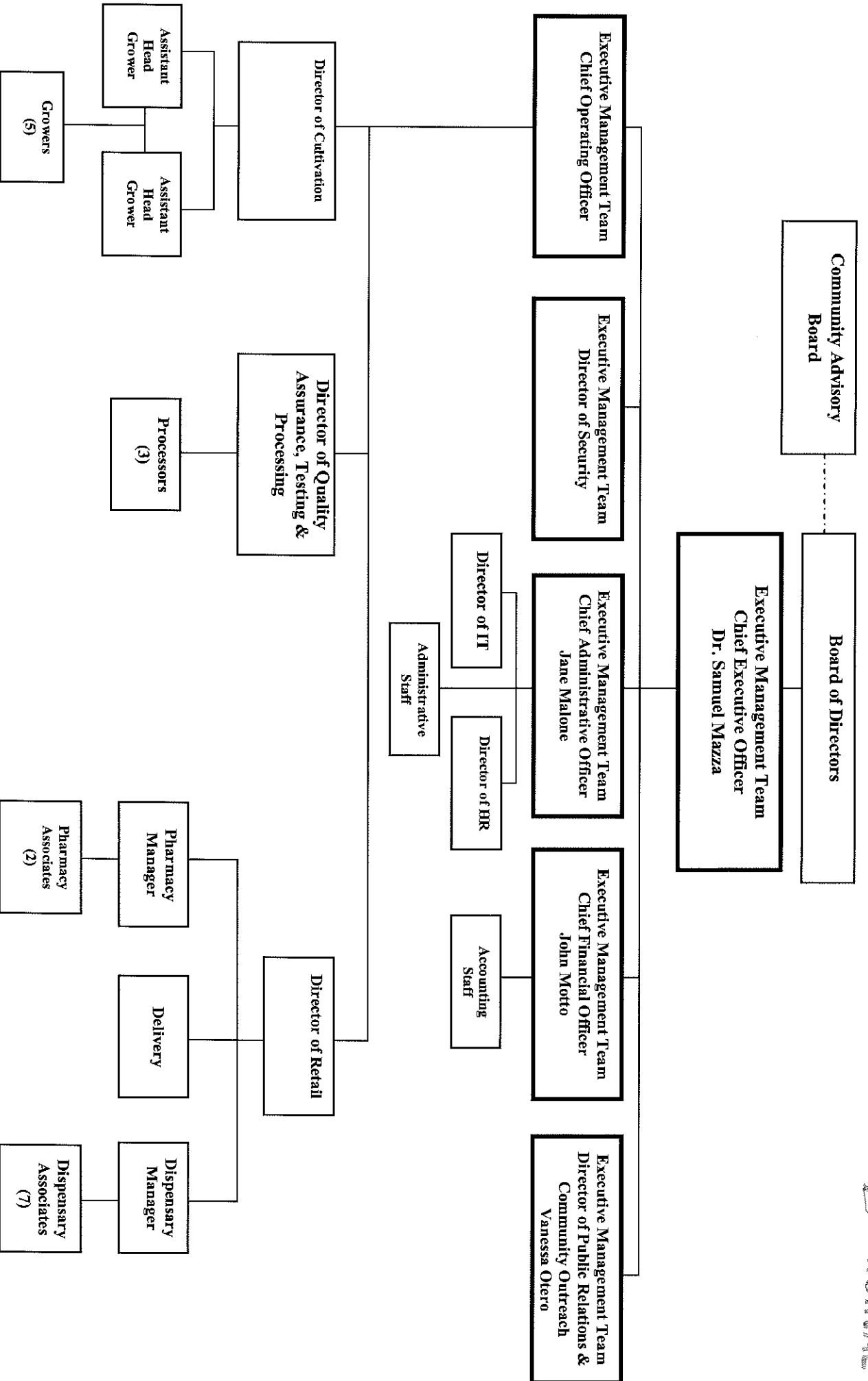
Corporation Name: Debilitating Medical Condition Treatment Centers, Inc

Application # (if more than one): _____

Attach organizational chart.

Debilitating Medical Condition Treatment Centers, Inc.

ORIGINAL



ORIGINAL

**BOARD OF DIRECTORS
(Exhibit 1.4)**

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

Corporation Name: Debilitating Medical Condition Treatment Centers, Inc. Application # (if more than one): _____

Board Role	Name	Date of Birth	Business Email	Business Address
1 President/Chair	Heriberto Flores	[REDACTED]	hflores@partnersforcommunity.org	11-13 Hampden Street Springfield, MA 01103
2 Vice President/ Vice Chair	N/A	[REDACTED]		
3 Treasurer	Mary E. Frey	[REDACTED]	mfrey@hartford.edu	200 Bloomfield Avenue West Hartford, CT 06117
4 Clerk/Secretary	Brian P. Lees	[REDACTED]	blees@charter.net	5 Millbrook Circle East Longmeadow, MA 02028
5 Director	Dr. Samuel J. Mazza	[REDACTED]	simazzaq@comcast.net	P.O. Box 824 South Hadley, MA 01075
6 Director				
7 Director				
8 Director				
9 Director				
10 Director				

 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: Debilitating Medical Condition Treatment Centers, Inc. _____
Application # (if more than one): _____

Name	Business Address	Type of Membership Rights	If Member of Other RMD, Which One?
1	N/A	N/A	
2			
3			
4			
5			
6			
7			
8			
9			
10			

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: Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one): _____

Attach bylaws.

BY-LAWS
OF
DEBILITATING MEDICAL CONDITION TREATMENT CENTERS , INC.

Section 1: General Provisions

1.1 Name.

The name of the Corporation is the Debilitating Medical Condition Treatment Centers, Inc.

1.2 Purpose.

The Corporation is formed exclusively for civic, educational, charitable or benevolent purposes as set forth in the Articles of Incorporation.

1.3 Location.

The principal office of the Corporation shall be 11-13 Hampden Street, Springfield. The directors may change the location of the principal office in the Commonwealth of Massachusetts effective upon filing a certificate with the Secretary of the Commonwealth.

1.4 Corporation Seal.

The directors may adopt and alter the seal of the Corporation.

1.5 Fiscal Year.

The fiscal year of the Corporation shall, unless otherwise decided by the directors, end on the last day of December.

1.6 Members of the Corporation.

There shall be no voting members of the Corporation.

Section 2: Board of Directors

2.1 Powers.

The affairs of the Corporation shall be managed by a Board of Directors, who shall have and may exercise all of the powers of the Corporation, except as provided by law, the articles of organization or by these by-laws.

2.2 Number; Qualifications; Election.

The directors annually at their annual meeting shall fix the number of directors, which shall be no less than three (3) and no more than ten (10) and they shall elect the number of directors so fixed. At any special or regular meeting, the directors then in office may increase the number of directors and elect new directors to complete the number so fixed, or they may decrease the number of directors, but only to eliminate vacancies existing by reason of the death, resignation, removal or disqualification of one or more directors.

2.3 Tenure.

The initial directors shall serve initial terms of one (1), two (2), or three (3) years so that approximately one-third (1/3) of the Directors will be subject to election each year. Successor directors shall be elected by a majority vote of the directors present at the annual meeting of the board. Following the appointment of the initial Board of Directors, successor directors shall be elected for three (3) year terms. There shall be no limit to the number of terms a director may serve.

2.4 Committees.

The Board of Directors may create one or more committees (including but not limited to an executive committee) and appoint members of the Board of Directors to serve on them for such particular purposes as may be deemed necessary or desirable to enhance or assist the directors in carrying out their duties and furthering the purposes of the Corporation. The creation of a committee and appointment of members to it must be approved by a majority of all the directors in office when the action is taken. Any committee so appointed shall have such powers and authority as are explicitly delegated by the Board of Directors. Each such committee shall include at least one director.

2.5 Suspension or Removal.

A director may be suspended or removed with or without cause by vote of two-thirds (2/3) of the directors then in office. A director may be removed with cause only after reasonable notice and opportunity to be heard.

2.6 Resignation.

A director may resign by delivering a written resignation to the president, treasurer or clerk of the Corporation, to a meeting of the directors, or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.

2.7 Vacancies.

Any vacancy in the board of directors including a vacancy resulting from enlargement may be filled by the directors. Each successor shall hold office for the unexpired term or until he or she dies, resigns, is removed or becomes disqualified. The directors shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number.

2.8 Regular Meetings.

The board shall hold an annual meeting and may hold additional regular meetings of the directors at such times and places within the United States as the directors may determine.

2.9 Special Meetings.

Special meetings of the directors may be held at any time and at any place when called by the chairman of the board of directors or by three (3) or more directors.

2.10 Call or Notice.

(a) Regular Meetings. No call or notice shall be required for regular meetings of directors, provided that reasonable notice: (i) of the first regular meeting following the determination by the directors of the times and places for regular meetings shall be given to absent members; (ii) specifying the purposes of a regular meeting shall be given to each director if either contracts or transactions of the Corporation with interested persons or amendments to these by-laws are to be considered at the meeting; and (iii) shall be given as otherwise required by law, the articles of organization or these by-laws.

(b) Special Meetings. Reasonable notice of the time and place of special meetings of the directors shall be given to each director. Such notice need not specify the purposes of a meeting, unless otherwise required by law, the articles of organization or these by-laws or unless there is to be considered at the meeting: (i) contracts or transactions of the Corporation with interested persons; (ii) amendments to these by-laws or to the articles of organization of the Corporation; (iii) an increase or decrease in the number of directors; or (iv) removal or suspension of a director.

(c) Reasonable and Sufficient Notice. Except as otherwise expressly provided, it shall be reasonable and sufficient notice to a director to send notice by overnight mail at least forty-eight hours or by telegram at least twenty-four hours before the meeting

addressed to the director's usual or last known business or residence address or to give notice in person or by telephone at least twenty-four hours before the meeting.

(d) Waiver of Notice. Whenever notice of a meeting is required, such notice need not be given to any director if a written waiver of notice, executed by the director before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her. A waiver of notice need not specify the purposes of the meeting unless such purposes were required to be specified in the notice of such meeting.

2.11 Quorum.

At any meeting of the directors a majority of the directors then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

2.12 Action by Vote.

When a quorum is present at any meeting, a majority of the directors present and voting shall decide any question, including election of officers, unless otherwise provided by law, the articles of organization or these by-laws.

2.13 Action by Writing.

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

2.14 Presence Through Communication Equipment.

Unless otherwise provided by law or the Articles of Organization, directors may participate in any meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

2.15 Compensation.

Directors shall be reimbursed by the Corporation for actual expenses incurred by them in their capacities as board members provided that the reimbursement of such expenses is approved by the Board of Directors. Directors shall not be prohibited from receiving compensation for services rendered in their capacities as board members unless said compensation would be inconsistent with Chapter 180 or the Articles of Incorporation.

Section: Officers

3.1 Number and Qualification of Officers.

The officers of the Corporation shall be a president, who shall also serve as chairman of the Board of Directors, a treasurer, a clerk, and such other officers, if any, as the directors may determine, including a vice-president. All officers of the Corporation shall also be directors. The Corporation may also have such agents, if any, as the directors may appoint. The clerk shall be a resident of Massachusetts. A person may hold more than one office at the same time. If required by the directors, any officer shall give the Corporation a bond for the faithful performance of his or her duties in such amount and with such surety or sureties as shall be satisfactory to the directors.

3.2 Election.

The president, vice-president, if any, treasurer and clerk shall be elected annually by the directors at their annual meeting. Other officers, if any, may be elected by the directors at any time.

3.3 Tenure.

The president, vice-president, if any, treasurer and clerk shall hold office until the annual meeting of the directors following the annual meeting at which he or she was elected and until a successor is chosen and qualified. Each agent shall retain authority at the pleasure of the directors.

3.4 Chairman of the Board of Directors.

The president shall be the chairman of the Board of Directors, shall preside at all meetings of the directors, and shall have general charge and supervision of the affairs of the corporation, except as the directors shall otherwise determine, and shall have such other powers and duties as may be determined by the directors.

3.5 Vice-President.

The vice-president shall have such duties and powers as the directors shall determine. The vice-president shall have and may exercise all the powers and duties of the president when the president is absent or disabled.

3.6 Treasurer and Assistant Treasurer.

The Treasurer shall be the chief financial officer and the chief accounting officer of the corporation. The Treasurer shall be in charge of its financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof; shall be in charge of its books of account and accounting records, and of its accounting procedures; and shall have such other duties and powers as designated by the directors or the president.

Any Assistant Treasurer shall have such powers as the directors may from time to time designate. In the absence of the Treasurer, the Assistant Treasurer shall perform the duties of the Treasurer.

3.7 Clerk and Assistant Clerk.

The clerk shall record and maintain records of all proceedings of the members and directors in a book or series of books kept for that purpose, which book or books shall be kept within the Commonwealth at the principal office of the Corporation or at the office of its clerk or of its resident agent and shall be open at all reasonable times to the inspection of any member. Such book or books shall also contain records of all meetings of incorporators and the original or attested copies of the articles of organization and by-laws and names of all members and directors and the address of each. If the clerk is absent from any meeting of members or directors, a temporary clerk chosen at the meeting shall exercise the duties of the clerk at the meeting.

Any Assistant Clerk shall have such powers as the directors may from time to time designate. In the absence of the Clerk, the Assistant Clerk shall perform the duties of the Clerk.

3.8 Suspension or Removal.

An officer may be suspended or removed with or without cause by vote of a majority of directors then in office at any special meeting called for such purpose or at any regular meeting. An officer may be removed with cause only after reasonable notice and opportunity to be heard.

3.9 Resignation.

An officer may resign by delivering a written resignation to the president, treasurer or clerk of the Corporation, to a meeting of the members or directors, or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

3.10 Vacancies.

If the office of any officer becomes vacant, the directors may elect a successor. Each such successor shall hold office for the unexpired term, and in the case of the president, treasurer and clerk, until a successor is elected and qualified, or in each case until he or she dies, resigns, is removed or becomes disqualified.

Section 4: Execution of Papers

4.1 Except as the directors may generally or in particular cases authorize the execution thereof in some manner, all deeds, leases, transfers, contracts, bonds, notes,

CONFIDENTIAL

checks, drafts and other obligations made, accepted or endorsed by the Corporation shall be signed by the president, the treasurer or the clerk.

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

Section 5: Personal Liability

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

Section 6: Indemnification

6.1 The Corporation shall, to the extent legally permissible and only to the extent that the status of the Corporation as an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, is not affected thereby, indemnify each of its directors, officers, employees and other agents (including persons who serve at its request as directors, officers, employees or other agents of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a director, officer, employee or agent, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation; provided, however, that as to any matter disposed of by a compromise payment by such director, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the Corporation, after notice that it involves such indemnification: (a) by a disinterested majority of the directors then in office; or (b) by a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director, officer, employee or agent 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 (c) by a majority of the disinterested members entitled to vote, voting as a single class. Expenses including counsel fees, reasonably incurred by any such director, officer, trustee, employee or agent in connection with the defense or disposition of any such action, suit or other proceeding

may be paid from time to time by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the Corporation if he shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee or agent may be entitled. Nothing contained herein shall affect any rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law. As used in this paragraph, the terms "director", "officer", "employee", and "agent" include their respective heirs, executors and administrators, and an "interested" director is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

Section 7: Prohibited Activities

7.1 The Corporation shall not participate or intervene directly or indirectly in any political campaign on behalf of or in opposition to any candidate for public office.

7.2 No substantial part of the activities of the Corporation shall be attempting to influence legislation by propaganda or otherwise, or contacting, or urging the public to contact, members of a legislative body for the purpose of proposing, supporting or opposing legislation.

Section 8: Conflict of Interest

8.1 Conflict of Interest. If any officer, or member of the Board of Directors, or any other Committee appointed by the Board, has a financial interest in any contract or transaction involving the corporation, such individual shall not participate in the evaluation or approval of such contract or transaction. Such individual must disclose such conflict to the Corporation. Upon such disclosure being made, the contract or transaction shall not be voidable if the Board of Directors or Committee in good faith authorized the contract or transaction by the affirmative vote of the majority of the disinterested Directors the Board of Directors present at the meeting, provided a quorum is present, or if the votes of the disinterested Directors are insufficient to constitute an act of the Board of Directors or Committee by the unanimous vote of the disinterested Directors, provided the contract or transaction is fair to the Corporation at the time it is authorized.

8.2 Ethical Practices. The Board of Directors may adopt a written code of conduct and ethical practices for the Corporation which may contain the requirement that each officer, member of the Board of Directors or other Committees, and each key employee of the Corporation annually agree in writing to abide by such code.

Section 9: Administrative Matters

9.1 Bonding. Corporate fidelity bonds may be obtained at the expense of the Corporation in a form and amount as may be required by the Board of Directors, indemnifying the Corporation against losses resulting from infidelity, defalcation, or misappropriation by officers, employees, or agents of funds, property, or assets owned by or under the control of the Corporation.

9.2 Audit Schedule. The Board of Directors may select an independent certified public accountant to audit the books and financial records of the Corporation. After completing the audit with respect to a particular year, the auditor shall submit an audit report to the Board of Directors.

9.3 Contracts. All contracts not in the ordinary course of the affairs of the Corporation shall be examined and approved for form by the Board of Directors or by a Committee appointed by the Board of Directors for such purpose, prior to execution. Unless otherwise directed by the Board of Directors, all written contracts shall be executed on behalf of the Corporation by the President or the Treasurer or the Clerk.

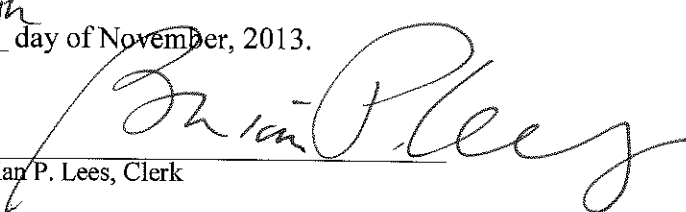
Section 10: Amendments

10.1 These By-laws may be amended or repealed in whole or in part at any annual or special meeting of the Board of Directors where two-thirds of the Board of Directors are present and voting, such amendments shall be by a vote of two-thirds (2/3) of the members of the Board of Directors present and voting at any such meeting. Notice of a proposed amendment or repeal of these by-laws in whole or in part shall be mailed to all Directors at least seven (7) days prior to the date of any such meeting.

CLERK'S CERTIFICATE

I, Brian P. Lees, being duly authorized hereby certify that I am the duly elected and qualified Clerk of Debilitating Medical Condition Treatment Centers, Inc. and that this document is a true, complete and correct copy of the By-Laws of the Corporation approved and adopted by vote of the Incorporators on May 18, 2013, and such By-Laws have not been amended, modified, revoked or rescinded since the date of their adoption and that such By-Laws remain in full force and effect on the date hereof.

Executed as a sealed instrument this 14th day of November, 2013.



Brian P. Lees, Clerk

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.

N/A

Corporation Name: Debilitating Medical Condition Treatment Centers, 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: Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one): _____

	Corporation Name	Chief Executive Officer	CEO Business Phone & Email	Corporation's Board Officers	Corporate Relationship to Applicant
1	Partners for Community, Inc.	Heriberto Flores	413-272-2215 hflores@partnersforcommunity.org	President/Chair: Heriberto Flores Treasurer/Clerk: John Motto Clerk/Secretary: N/A	Related Organization - Board President of DMC Treatment Centers, Inc. is Chairman/President/CEO of this Non-Profit
2					
3					
4					
5					
6					

**REFERENCES
(Exhibit 1.9)**

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

Corporation Name: Debilitating Medical Condition Treatment Centers, Inc. Application # (if more than one): _____

Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1 Dr. Stanley J. Swierzewski MD	(413) 533-3912 Email: sswierzewski@gmail.com	Professional Colleague Holyoke Medical Center	1990s to Present
2 Dr. Vijay Gandevia MD	(413) 535-2845 Email: gandevia_vijay@holyokeyhealth.com	Professional Colleague Holyoke Medical Center	2007 to Present
3 Joseph A. Marois President and CEO, Marois Construction Co., Inc.	(413) 533-1320 Email: Joem@maroisccc.com	Business Associate and Personal Friend Pioneer Valley Area Business Leader	1973 to Present

EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one): _____

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1	Chief Executive Officer	Dr. Samuel J. Mazza		Sjmazza38@comcast.net	P.O. Box 824 South Hadley, MA 01075
2	Chief Financial Officer	John D. Motto		jmotto@partnersforcommunity.org	11-13 Hampden Street Springfield, MA 01103
3	Chief Operating Officer	Floyd Brock		Floyd@maineorganictherapy.org	9 Carriage Road Ellsworth, MA 04605
4	Chief Administrative Officer	Jane M. Malone		jmalone@partnersforcommunity.org	11-13 Hampden Street Springfield, MA 01103
5	Director of Public and Community Outreach	Vanessa Otero		votero@partnersforcommunity.org	11-13 Hampden Street Springfield, MA 01103
6	Director of Security	Richard A. Marchese		Chiefram@aol.com	P.O. Box 60666 Longmeadow, MA 01116

RESUMES FOR EXECUTIVE MANAGEMENT TEAM (Exhibit 2.2)
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This exhibit must be completed and attached to the required documents and submitted as part of the application.

Corporation Name: Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Chief Executive Officer	Dr. Samuel J. Mazza
2	Chief Financial Officer	John D. Motto
3	Chief Operating Officer	Floyd Brock
4	Chief Administrative Officer	Jane M. Malone
5	Director of Public Relations & Community Outreach	Vanessa Otero
6	Director of Security	Richard A. Marchese

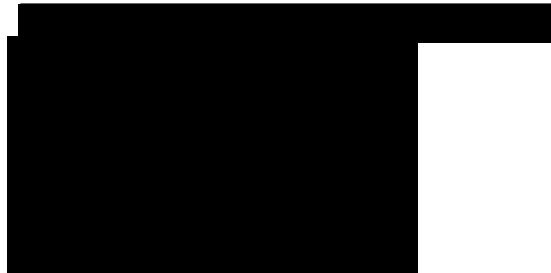
SAMUEL J. MAZZA, M.D., F.A.C.S
CHIEF EXECUTIVE OFFICER

CURRICULUM VITAE
SAMUEL J. MAZZA, M.D., F.A.C.S.

PERSONAL INFORMATION

Birth Date:
Address:

Cell Phone:
Home Phone:
Email:



UNDER-GRADUATE EDUCATION

University of Buffalo, Buffalo, New York, 1955-1959
B.A. Biology
Graduate Cum Laude
Phi Beta Kappa
Instructor in Biology, 1959-1960
Research, Department of Physiology, 1959-1960

POST-GRADUATE EDUCATION

State University of New York 1960-1964
Upstate Medical Center, Syracuse University
M.D. Degree

SURGICAL SPECIALTY TRAINING

Surgical Internship: The Genesee Hospital, Rochester, New York
Surgical Residency: University of Rochester Medical Center
Strong Memorial Hospital
The Genesee Hospital
1964 - 1969

MILITARY SERVICE

Major, United States Army
General Surgeon: 12 EVAC Hospital, 25th Infantry, Vietnam 1969-1970
Award: Bronze Star

Chief of Surgery, Fort Devens Army Hospital, MA 1970-1971

ORIGINAL

SAMUEL J. MAZZA, M.D., F.A.C.S
CHIEF EXECUTIVE OFFICER

EMPLOYMENT

Private Practice 1970 – June 30, 2007
General Surgery, Holyoke, MA 01040
Attending Surgeon
Retired from Private Practice of General Surgery, June 30, 2007

APPOINTMENTS

Chairman Emergency Services, Holyoke Hospital	1971-1976
Chairman Intensive Care Unit, Holyoke Hospital	1976-1985
Chairman Department of Surgery, Holyoke Hospital	1986-1992
Vice President Medical Staff, Holyoke Hospital	1992-1994
President Medical Staff, Holyoke Hospital	1994-1996
Member Board of Directors, Holyoke Medical Center	1992-1998

MEMBERSHIPS

Diplomat, American Board of Surgery
Fellow, American College of Surgeons
Massachusetts Medical Society
Hampden District Medical Society
American Medical Society
New England Endoscopy Society
Society of American Gastrointestinal Endoscopic Surgeons
New England Cancer Society
Massachusetts Chapter, American College of Surgeons

PRESENT STATUS -- SINCE JUNE 30, 2007

SURGICAL CONSULTATING SERVICES

Soldiers' Home, Holyoke, MA----June 2004 to June 2009
Federal Veterans Affairs Medical Center, Leeds, MA----June 2009 to Present

**JOHN D MOTTO
CHIEF FINANCIAL OFFICER**

ORIGINAL

JOHN D. MOTTO, CPA

SUMMARY:

- Bachelor of Science Degree in Accounting
- Certified Public Accountant
- Computer Proficiency (Microsoft Office, Peachtree, QuickBooks)
- Self-starter, problem solver, analytical creative, adaptable
- Over twenty-six years of diversified accounting experience (consulting, manufacturing, public accounting, teaching)

Expertise

- Taxes
- Development and implementation of computerized accounting systems
- Financial planning and reporting systems
- Internal/external cost controls
- Formulating capital and corporate budgets
- Inventory control
- Cost containment
- Auditing (non-profit/governmental and profit organizations)
- Cash management
- Assessing organizational needs
- Communicating effectively with diverse groups of people
- Working independently and contributing to team effort

EXPERIENCE:

2003 – Present Partners for Community, Springfield, MA

Chief Financial Officer

- CFO responsibilities for five Non Profit entities
- Financial Operations of six parallel income generating business
- Acquisition and re-modelling of buildings
- Managed the Accounts Receivable, Accounts Payable, General Accounting, and Information Technology functions of the companies

1995 – 2003 TURF PRODUCTS CORPORATION, Enfield, CT

Chief Financial Officer

- CFO responsibilities for ten operating divisions
- Managed the Accounts Receivable, Accounts Payable, General Accounting, Human Resources, and Information Technology functions of the company
- Performed due diligence for five acquisitions
- Supervised four managers and their staff of seventeen

Accomplishments

- Successfully integrated five acquisitions into the company's accounting and computer systems resulting in reduction of overhead costs
- Established the company's fir LAN network
- Implemented Citrix for data communication for outlying locations and reduced telephone modem cost by \$75,000
- Successfully completed the refinance of the company from a \$20 million level to a \$33.5 million level in order to enable the company to expand
- Implemented changes in invoicing and collection of receivables, reducing DSO from 75 days to 45 days
- Established daily flash report to give divisional managers a snapshot of sales versus budget and forecast, gross margin, inventory level, freight costs and receivables

1991-1995 JOHN D. MOTTO, CPA, South Windsor, CT

Consultant

- Provided general accounting/bookkeeping services to small businesses and individuals
- Performed tax planning, budgeting, development of computerized accounting systems and financial planning

1992 – 1996 ASNUNTUCK COMMUNITY COLLEGE, Enfield, CT

Part-time Adjunct Professor of Accounting

- Provided instruction in the fundamentals of accounting principals

1989-1991 MUSTAD CONNECTICUT INC. (Capewell Horsenails, Inc.)

Subsidiary of Mustad International Group A.B.

Controller

- Controller responsibilities for five Connecticut companies, seven operation profit centers and supervised staff of three
- Managed the Human Resource function and payroll for the company
- Negotiated contracts
- Established and maintained strong relationship with financial institutions
- Managed company cash flow
- Process consolidated corporate taxes
- **Accomplishments**
- Implemented a cash management program, which invested idle funds resulting in an additional \$70K in interest income annually
- Improved reliability of the inventory reporting system from 35 percent to 95 percent accuracy
- Reduced annual auditing fees by 35 percent through effective planning and schedule development

JOHN D MOTTO
CHIEF FINANCIAL OFFICER

- Successfully negotiated annual property and casualty insurance fees with no increases in three years
- Negotiated rate reductions for company health insurance

1985-1989 YOUNG, LEFURGE & PONT, P.C. Vernon, CT
Audit/Tax Manager

- Supervised a staff of seven
- Planned and supervised audit engagements with corporations, municipalities, non-profit agencies and private clients
- Established and implemented standardized programs and procedures that enhanced accuracy and increased productivity

1980 – 1985 THE STANLEY WORKS, New Britain, CT
Senior Budge Analyst

- Performed monthly forecasts and variance analysis for management
- Prepared captial and expenditure yearly budgets
- Investigated and resolved a multi-million dollar book-to-physical inventory shortfall
- Assisted with capital equipment justification
- As Internal Auditor, performed operational and financial auditing

1976-1980 Senior Staff Accounting/Staff Accountant with Malis & Pont, P.C. and
Klieman & Kanabas, public accounting firms.

EDUCATION:

Providence College, Providence, Rhode Island
Bachelor of Science Degree in Accounting, 1976
Graduated Magna Cum Laude

ORGANIZATIONS: Connecticut Society of Certified Public Accountants

FLOYD BROCK
CHIEF OPERATING OFFICER
Floyd Brock



Experience:

- Operations Manager, Maine Organic Therapy, Biddeford, ME** **2011–Present**
- Coordinate and participate in all capital projects, including cultivation design, rough construction and finish construction, and equipment installations.
 - Manage “seed-to-sale” information system including inventory and compliance processes.
 - Oversee all aspects of plant processing including trimming, drying, weighing and record keeping in accordance with the Maine Medical Marijuana Program rules and company policies.
 - Assist in cultivation including plant propagation, media preparation and applying amendments.
 - Responsible for quality assurance, using lab equipment including a gas chromatography machine and high-powered light microscope to ensure all products are scientifically profiled and free of pathogens.
 - Ensure all the aspects of the cultivation operations are in compliance with State regulations and industry best practices/standards (e.g. OSHA, HACCP).
- Lab Technician & Sales Associate, Optical Shop of Aspen, Mason, OH** **2008–2011**
- Sales of high-end spectacles & prescription lenses, customer service & interaction.
 - Skilled labor in a detailed, hands-on environment using precision tools and machinery.
- Lab Manager, Lenscrafters, Mason OH** **1999–2008**
- Managed all laboratory operations, including scheduling and supervising of staff.
 - Operated, repaired, calibrated & maintained all laboratory equipment.
 - Recruited, interviewed, hired, trained, and reviewed all laboratory staff members.
 - Conducted safety training: OSHA, MSDS, Chemical, Electrical, Environmental Protection Agency, and Department of Transportation.
 - Responsible for cost management and performance analysis with regular reporting to corporate senior executives.
 - Skilled labor in a detailed, hands-on environment using precision tools and machinery.
 - Manufactured and fitted custom lenses into frames for all prescription types.
 - * Honors – developed modified edging block that was adopted nation-wide in all stores.

Education:

Michigan State University, East Lansing, MI
 Nute High School, Milton, NH

Other Background:

Computer skills Word, PowerPoint, Excel, Photoshop, Final Cut, Ableton Live

Proficiencies Basic carpentry, hand and power tools, painting & plaster
 Electronic circuits and circuit boards
 Computer hardware & software
 Schematics, wiring & soldering components

JANE M. MALONE



Experience

PARTNERS FOR COMMUNITY, Springfield, MA

Executive Deputy Director, July 2008 – Present

In addition to Deputy Director functions, responsible for overall operations of the organization including all program and fiscal operations, administration and serving as Compliance Officer. Partners for Community is a non-profit management services organization responsible for four (4) affiliate non-profit organizations with a combined budget of \$80 million.

Deputy Director, February 2006 – July 2008

In addition to Vice President of Administration duties, direct, supervise, and monitor agency program operations and serve as a member of the core management staff which directs the agency on a day-to-day basis and carries out the policies of the Board of Directors. Report to the Chairman/President/ Chief Executive Officer of the organization.

Vice President of Administration , October 1997 - January 2006,

Responsible for directing and coordinating all or most of the various administrative functions of the organization such as human resources management, support services, allocating space, procurement and others. Assist in formulating and administering overall organization policies. Participate in formulating and administering company policies and developing long-range goals and objectives particularly in the area of Personnel and Procurement Policies and Procedures. Direct and coordinate the acquisition and maintenance of program space for the organization. Review and analyze activities, costs, operations and forecasting data to determine department or division progress toward state goals and objectives. Serve as member of management committees on special studies.

MANAGEMENT CONSULTANT, January 1995 - September 1997

Consultant to non-profit organizations in areas of proposal writing, management, personnel policies, program implementation, and fiscal systems

NEW ENGLAND FARM WORKERS' COUNCIL, Springfield, MA

Deputy Director, April 1992 - December 1994

Responsible for day-to-day operation of multi-funded, four state non-profit organization with budget of over \$ 15 million and a staff of seventy-five to one hundred. Charged with overall supervision of all agency functions, i.e. operations, financial, personnel and planning while maintaining direct supervision of agency financial operations and \$5 million in programs. Represent Executive Director at national and local conferences, meetings, contract negotiations and act on his behalf. Specifics of financial responsibility are outlined below.

Deputy Director for Administration and Finance, May 1985 - April 1992

Responsible for all administrative and financial functions of the agency. Directly supervise fiscal staff in the maintenance of general ledger, accounts payable, financial reporting, supplies and facility maintenance. Develop budgets for grants / contracts and overall agency, establish and implement procurement policies in accordance with federal and contract regulations, implement and oversee OMB A-

JANE M. MALONE
CHIEF ADMINISTRATIVE OFFICER

ORIGINAL

133 agency audit, and prepare financial reports for the Board of Directors. As member of CORE management, involved in strategic planning for organization including grant preparation.

June 1978 - April 1985

Held various positions within New England Farm Workers' Council, including Deputy Director/Director of Operations and Director of Planning. All positions carried management responsibilities.

BRIGHTWOOD DEVELOPMENT CORPORATION/CARIBE CORPORATION

Financial Consultant, September 1990 - December 1994

Under a contract between New England Farm Workers' Council and Brightwood and Caribe, provide financial supervision of this Community Development Corporation's and property management corporation's affairs, including budget preparation, grant/contract reporting, accounts payable, and management of audits of corporations and limited partnerships.

HAMPDEN COUNTY EMPLOYMENT & TRAINING CONSORTIUM, Springfield, MA

Supervisor of Evaluation, June 1976 - June 1975

Established unit within organizational structure and integrated outputs into existing management systems; developed monitoring and assessment system utilized in evaluation of service delivery contractors; compiled contractor evaluation reports by employing both qualitative and quantitative data; provided staff support to an independent Evaluation Committee.

HUMAN SERVICE OFFICE, Westfield, MA

Director of Personnel, January 1976 - July 1976

Established personnel system under a \$1.25 million employment grant. Duties included the development of hiring procedures, personnel policies, job descriptions and payroll and fringe benefit systems, and the maintenance of personnel files of approximately one hundred and seventy employees in compliance with HHS guidelines. Directly supervised a staff of seven.

WESTFIELD YOUTH EMPLOYMENT PROGRAM, Westfield, MA

Project Director, November 1973 - September 1975

Over a two year period, wrote proposals for and administered Youth programs totaling over \$250 thousand for a three city area. Duties included establishing program within the community; developing public work sites for over one hundred youth; establishing accounting and payroll procedures; monitoring area programs; and acting as liaison with funding source. Directly supervised a staff of ten.

Education

American International College, Springfield MA Master of Business Administration, May 1979

University of Massachusetts, Amherst, MA

Bachelor of Arts, June 1974 Major: Sociology QPA: 3.75

Volunteer

North End Educational Development Fund, Scholarship Coordinator, 2000 - Present

References furnished upon request.

VANESSA OTERO

DIRECTOR OF PUBLIC RELATIONS & COMMUNITY OUTREACH

Vanessa Otero

votero@partnersforcommunity.org

Community leader with a proven record of initiating conversations and convening groups for the benefit of the target populations. Experienced in creating partnerships across communities and establishing processes for the inclusion of all residents in determining the future of said community. *Areas of Expertise include:*

- Community Outreach/Organizing
- Public/Private Partnerships
- Program Evaluation
- Project Planning
- Advocacy
- Workshop Facilitation
- Events Coordination
- Fundraising
- Public Policy
- Strategic Planning
- Alliance Building
- Organizational Development
- Leadership Development
- Technical Training
- Grant Writing
- Nonprofit Management

PROFESSIONAL EXPERIENCE

Partners for Community, Springfield, MA Deputy Director	01/13 - Present
North End Campus Coalition, Springfield, MA Director	03/10 – 12/12
Partners for Community, Springfield, MA Operations Associate	01/12 – 01/13
Otero Consulting, Inc., Chicopee, MA President	01/09 – 01/13
HCS Head Start, Inc., Springfield, MA Program Design and Management Manager	08/03 – 08/07

EDUCATION

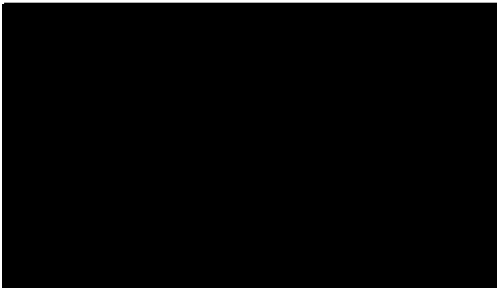
University of Massachusetts, Amherst MPPA	2009
Smith College BA Women's Studies	2004

AWARDS/AFFILIATIONS

Springfield Fellows Program, MIT	2012 - Present
Puerto Rican/Latino Leadership Council, Founding Member	2009 - Present
Massachusetts Convention Center Authority, Board Member	2009 - Present
HCS Head Start, Inc., Board Member	2009-2011
Schott Foundation Fellowship, Fellow	2006-2007
Minority Mellon Fellowship, Fellow	2003-2004

**RICHARD A. MARCHESE
DIRECTOR OF SECURITY**

RESUME



PERSONAL:

Born 1948, Springfield, Massachusetts
Past President WTM Hockey Association
Executive Board, New England Association of Chiefs of Police 1994-1998
Executive Board, Massachusetts Chiefs of Police Association 1991-2004
Member Statewide Emergency Telecommunications Board 1991-2006
Past President (2000) Massachusetts Chiefs of Police Association
Off-ice official, American Hockey League 1996 – present

PROFESSIONAL:

Police Officer, Town of Longmeadow 1969 – 1985
Police Sergeant, Town of Longmeadow 1985 - 1988
Chief of Police, Town of Longmeadow 1988 – 2004 (Retired)
Executive Director, Massachusetts Chiefs of Police Association 2004 – 2007
Executive Director, Municipal Police Institute 2004 – 2007
Law Enforcement Rep. Catuogno Court Reporting & StenTel Transcription 2007 - 2012
Interim Chief of Police, City of Greenfield, MA May – June 2012
Managing Partner, Universal Security Associates 2007 –present

EDUCATION:

Graduate Longmeadow High School – 1966
Springfield Police Academy 1969
Bachelor of Science, Business Administration, AIC - 1971
Master of Science, Criminal Justice, AIC – 1975

EVIDENCE OF CAPITAL
(Exhibit4.1)

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

Corporation Name: Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one): _____

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

Attach one-page bank statement.

DMC TREATMENT CENTERS, INC

BUSINESS ADVANTAGE CHK



Last Posting Date 11/18/2013

Date/Time Printed 11/19/2013 11:37 AM EST

Since Last Statement Summary

Last Statement Date

Balance Last Statement (\$)

Deposits/Credits (+) #

Holds (-)

Withdrawals/Debits (-) #

Pending Credits (+)

Available Balance (\$) **\$500,950.00**

Some of the information was not available when this page was printed. Please ask your Bank of America banker to assist you
Balance Last Statement, Deposits/Credits, Withdrawals/Debits may not total to Available Balance.

Date	Description	Type	Amount	Available Balance
			\$500,000.00	\$500,950.00



No More Activity For This Account

For additional information or service, please contact the Customer Service Center at 1-800-432-1000

* = Item(s) included in Previous Statement(s).



ORIGINAL

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: Debilitating Medical Condition Treatment Centers, 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		\$ %				
2		\$ %				
3	Add more rows as needed.....					
	Entity Name/ Business Address	Leadership Names	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1	North End Educational Development Fund, Inc.	CEO/ED: N/A President/Chair: Herberto Flores Treasurer: Cecilio Rivera Clerk/Secretary: Luz DeJesus	\$50,000 - 9%	Cash	Lender	Loan Agreement
2	WKH Investments, LLC 1680 Main Street, 5 th FL. Springfield, MA 01103	Member: R. Lyman Wood Member: Samuel Hamner Member: Ronald Krupke	\$250,000 - 45.6% \$125,000 - 22.7% \$125,000 - 22.7%	Cash Cash Cash	Lender Lender Lender	Note and Security Agreement

**CAPITAL EXPENSES
(Exhibit 4.3)**

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

Corporation Name: Debilitating Medical Condition Treatment Centers, Inc Application # (if more than one): _____

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$ 5,000	Blueprint required for local permitting and construction
2	Environmental survey		
3	Perinits and Fees	\$ 155,000	DPH Fee, building permits, food permits
4	Security assessment		
5	Land/building cost		Location is leased
6	Site clean-up and preparation		Landlord responsibility
7	Other- describe		
8			
9			
	Build-out Costs		
1	Construction expenses	\$ 228,000	Construction of initial three-12,000sqft of cultivation space
2	Painting and finishes		
3	Security system	\$ 50,000	Landlord will pay for external security systems including cameras, locks and motions. We will pay for internal systems including cameras, locks and monitoring.
4	Landscape work		Landlord will pay for upgrades
5	Parking facility		Landlord will pay for upgrades
6	Other- describe	\$ 2,000	Signage
7	Electricity	\$120,000	Installation for initial 12,000sqft of cultivation space
8			
9			
	Equipment Costs		
1	Vehicles and transportation	\$25,000	One delivery vehicle
2	Cultivation equipment	\$266,600	Equipment for grow rooms, trim machine and other equipment
3	Furniture and storage needs	\$25,000	Office furniture and fittings
4	Computer equipment	\$10,000	Computers, printers ad accessories
5	HVAC	\$258,000	Installation for initial 12,000sqft of cultivation space
6	Kitchen/food prep equipment		Landlord responsibility
7	Other- describe		
8	Laboratory	\$20,000	Liquid chromatography machine, high-powered microscopes and other equipment
9			
	TOTAL	\$ 1,164,600	

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

ORIGINAL

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

Corporation Name: Debilitating Medical Condition Treatment Centers, Inc. Application # (if more than one): _____

Budget Period: 8/1/14 to 7/31/15

Projected Number of Patients: 1650 and Number of Visits: 17288

		Year ONE Budget	Budget Notes ¹
REVENUE			
1	Medical Marijuana sales	\$ 3,371,063	
2	Other supplies sold	\$37,456	
3	Other revenue sources	\$374,562	
A	TOTAL REVENUE:	\$3,783,081	
PAYROLL EXPENSES			
	Personnel Category	# FTE	
1	Executive		CFO, COO, CFO, CAO, director of Security, Director of PR
2	Cultivation		Cultivation Manager and Growers
3	Dispensing	2.5	Dispensary Manager and Growers
4	Other	5.00	Processing , Quality Control and Support Staff
B	TOTAL SALARIES	\$1,627,186	
C	Fringe Rate and Total	13.6 %	Payroll Tax, Workers Compensation Insurance, 401K, Health Care
D	TOTAL SALARIES PLUS FRINGE (B+C)	\$1,849,192	
OTHER EXPENSES			
1	Consultants		
2	Equipment		Equipment is Depreciated
3	Supplies	\$67,600	Soils, Nutrients and other
4	Office Expenses	\$30,000	General Expense
5	Utilities	\$143,600	Electricity, Water and Telecommunications
6	Insurance	\$75,662	Automobile, D&O, General Liability, Product Liability and Property
7	Interest	\$120,000	Debtors Interest
8	Depreciation/Amortization	\$85,043	Depreciation of Capitalized Cost
9	Leasehold Expenses	\$220,000	Rent & CAM
10	Bad Debt		No provision, cash or credit card only
11	Professional Fees	\$191,700	Includes: Security (\$90k); Legal & Accounting (\$54k); Lab Testing (\$48k)
12	Permits and Licenses	\$50,000	DPH Fee and Local Permits
13	Tax	\$308,925	Sales Tax(\$236k), Corp Tax (\$ 72k)
14	Other	\$96,000	Maintenance, Advertising and Other
E	TOTAL OTHER EXPENSES	\$1,388,530	
	TOTAL EXPENSES: (D+E)	\$ 3,237,722	
	DIFFERENCE	\$545,359	

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

Corporation Name: Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one): _____

Fiscal Year Time Period: 8/01/2014 to 7/31/2015 _____ Projected Start Date for the First Full Fiscal Year: 8/01/2014 _____

	FIRST FULL FISCAL YEAR PROJECTIONS 2015	SECOND FULL FISCAL YEAR PROJECTIONS 2016	THIRD FULL FISCAL YEAR PROJECTIONS 2017
Projected Revenue	\$3,783,081	\$9,269,906	\$13,385,025
Projected Expenses	\$3,237,722	\$7,129,991	\$9,668,326
TOTAL :	\$545,359	\$2,139,915	\$3,716,699
Number of Patients	1,650	3,150	3,900
Number of Patient Visits	17,288	44,325	64,575
Projected % of growth rate annually	xx%	91%	24%
Total FTE in staffing	16.7	24.5 FTE	31.4 FTE
Projected Medical Marijuana Inventory	25 Lbs.	239 Lbs.	279 Lbs.

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: Debilitating Medical Condition Treatment Centers, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
181 Appleton Street Holyoke	HAMPPDEN	Option To Purchase or Lease Real Estate

OPTION TO PURCHASE OR LEASE REAL ESTATE

This Agreement is made this 19th day of November, 2013 between **Maraline Development Corp.**, a Massachusetts corporation with an office located at 148 Newton Street, South Hadley, Massachusetts, referred to herein as the “**Seller**”, and **Debilitating Medical Condition Treatment Centers, Inc.**, a Massachusetts non-profit corporation with an address of 11-13 Hampden Street, Springfield, Massachusetts, referred to herein as the “**Buyer**”. The Seller is the owner of property known and located at 181 Appleton Street, Holyoke, Massachusetts. This property, referred to herein as the “**Premises**”, is more particularly described in **Exhibit A**, a deed from TD Bank to Maraline Development Corp., attached hereto and recorded at Book 19842, Page 57 of the Hampden County Registry of Deeds.

1. Option to Purchase.

In consideration of Five Thousand Dollars (**\$5,000.00**) paid, the receipt and sufficiency of which is hereby acknowledged, Seller grants to Buyer the exclusive right and option to purchase or lease the Premises upon the terms and conditions set forth in this Agreement. This Option shall be exercisable at any time during the period commencing on the date hereof and ending March 31, 2014, by delivering, or mailing by certified mail, written notice of Buyer’s intent to exercise this Option to Seller at 148 Newton Street, South Hadley.

2. Extension of Option.

Buyer shall have the right to extend the period for exercising the Option until June 30, 2014, in consideration of an additional payment of Five Thousand Dollars (\$5000.00) to the Seller. Said payment to be made by certified or bank check and delivered to the Seller before March 30, 2014 at 148 Newton Street, South Hadley.

3. Option to Lease

Buyer shall have the right, during the period referred to in paragraphs 1 and 2, to elect to lease rather than purchase the “Premises”. If the parties are unable to negotiate a mutually acceptable lease within thirty (30) days of Buyer’s exercise of its Option to Lease, then the Buyer shall have the Option to purchase the Premises exercisable on or before the 45th day after Notice of its exercise of Option to Lease.

4. **Purchase Price.**

The purchase price for the Premises under this Option shall be Four Hundred and Fifty Thousand Dollars (\$450,000.00). The sum of \$5,000.00 which has been paid simultaneously with the execution hereof as consideration for this Option, or any additional sums paid to extend the Option, shall be credited against the purchase price, or the cost of the lease, if Buyer elects to proceed under such option. The purchase price shall be paid by certified or bank check at the closing.

5. **Closing.**

The closing shall take place within sixty (60) days after Buyer's notice to exercise this Option at the law offices of Attorney William M. Bennett at One Monarch Place, Springfield, Massachusetts, unless some other time or place is mutually agreed to between the parties.

6. **Contingencies.**

The Buyer shall have the right to conduct inspections of the premises at its sole cost and expense. Such inspections may include an engineering inspection, an environmental study, an examination to determine the existence of hazardous materials and such other inspections and examinations as are reasonable and necessary to satisfy the Buyer that the Premises are suitable for its intended purposes. The Seller agrees to provide the Buyer on the date of the execution of this agreement with copies of all reports, test results and other information in the possession, control or custody of the Seller, regarding the existence of Hazardous Materials, unsafe conditions or structurally unsound conditions on the Premises. Should the inspections prove unsatisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice of its intention to terminate the Agreement to the Seller no later than 30 days after exercising the Option.

7. **Right of Entry**

During the term of this Option, the Buyer, and the Buyer's authorized employees, agents and contractors, shall, provided that the Buyer provides the Seller with at least twenty-four (24) hours prior notice of its intention to enter the Premises, have the right to enter upon the Premises for any and all purposes consistent with inspection, testing, measurement, obtaining permits or approvals from governmental authorities or other

considerations of the Buyer relating to the use or development of the Premises. The Buyer shall repair any material damage to the Premises necessitated by any inspections, testing, measurement or other work performed pursuant to this paragraph. The Buyer hereby agrees to indemnify and hold the Seller harmless against any injury, damage, loss or liability incurred by the Seller caused by any negligent or willful misconduct arising from the Buyer's inspection, testing, measurement or other activities undertaken by the Buyer pursuant to this paragraph.

8. Damage to the Premises.

In the event that all of the Premises or any portion of the Premises is damaged by fire or other casualty during the period between the date of this Agreement and the Date of Closing, and the estimated value to rebuild or repair such damages exceeds \$50,000, the Buyer may elect to terminate this Agreement by giving the Seller written notice of its election to terminate this Agreement within fourteen (14) days after the occurrence of such casualty and upon the receipt of such notice by the Buyer this Agreement shall terminate, and all payments made by the Buyer to the Seller shall be returned to the Buyer and neither party shall have any further liability hereunder. Alternatively, the Buyer may elect to perform its obligations pursuant to this Agreement accepting the Premises in its damaged condition without any reduction in the purchase price except as otherwise provided herein. In the event that the Buyer elects to proceed with its purchase of the Premises, or in the event that the Buyer is not entitled to terminate this Agreement as a result of the occurrence of any damage by fire or other casualty, the Buyer shall be entitled to all available insurance proceeds arising out of any such damage by fire or other casualty to the extent that such insurance proceeds are not applied by the Seller to the actual cost of repairing such damage, and all sums recovered or recoverable on any and all insurance covering such damage, inclusive of any deductible which the Buyer agrees shall be paid as required by such policy of insurance, and the purchase price shall not be reduced.

9. Title.

At the closing, the Premises are to be conveyed by the Seller to the Buyer by a good and sufficient Quitclaim Deed conveying a good, clear, record and marketable title thereto, free from all encumbrances and encroachments on the Premises except:

- a. Applicable laws and regulations of any governmental authority in effect on the date of the delivery of the Deed;
- b. Usual public utilities servicing the Premises, if any;

- c. Such taxes for the current year as are not due and payable on the date of delivery of the Deed;
- d. Any easements or encumbrances of record on the date of this Option, except for any mortgages or other creditor liens; and
- e. Federal, state and local laws, ordinances, by-laws and rules regulating the use of land.

10. Defect in Title.

In the event that there is a defect in the Seller's title to the Premises or any portion thereof the Buyer shall notify the Seller in writing of such defect on or before the date which is thirty (30) days from the date of the exercise of the Option. The Seller shall have fifteen (15) days after receipt of written notice thereof from the Buyer to cure and remove any defects in the Seller's title with respect to which the Buyer's title examiner is unable to furnish the title certification in accordance with the applicable Title Standards of the Massachusetts Conveyancers' Association. The Seller shall use all reasonable efforts to cure or remove any such defects. If the Seller fails to cure and remove any such defects within such fifteen (15) day period, or if the Seller fails to demonstrate to the Buyer's reasonable satisfaction that such defects will be cleared by the Date of Closing, this Agreement shall terminate on the date which is five (5) days from the date of expiration of such fifteen (15) day period unless the Buyer notifies the Seller in writing within such five (5) day period that the Buyer elects to perform this Agreement, accepting such title as the Seller may be able to give without any reduction whatsoever of the purchase price, subject to such claim, defect or cloud on the Seller's title to the Premises or any portion thereof. In the event of any such termination of this Agreement any and all sums which have been paid to the Seller pursuant to this Agreement shall be returned to the Buyer, this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder. The Buyer's failure to give notice of any defects as required in this Paragraph shall constitute the Buyer's election to accept such title to the Premises as the Seller is able to convey to the Buyer upon the Date of Closing, subject to any such defects or clouds.

11. Use of Proceeds to Clear Title.

To enable the Seller to make the conveyance as herein provided, the Seller may, at the time of closing, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests.

12. Condition of Property at Closing.

If the Buyer exercises the Option to Purchase the Premises, the condition of the Premises shall be "as is" subject to the Buyer's right of inspection as set forth herein, the Seller's obligation to remove and dispose of all debris, equipment and hazardous materials, and such further terms and conditions as may be agreed to by the parties.

13. Adjustments.

Rents, if any, water/sewer charges, utility charges, real estate and personal property taxes for the current fiscal tax period shall be apportioned and adjusted as of the Closing Date. If the amount of said taxes is not known at the time of delivery of the Deed, they shall be apportioned on the basis of the taxes for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which later provision shall survive the delivery of the Deed.

14. Costs.

Each of the parties hereto shall be responsible for their own respective legal fees, title fees, costs and expenses.

15. Non-Exercise of Option.

In the event that this Option is not exercised in accordance with the terms herein contained, except as set forth in paragraphs 7, 9 and 17, the sum paid simultaneously with the execution hereof, and any sum paid to extend said Option, shall be forfeited, in its entirety, by the Buyer to the Seller and the parties shall have no further recourse, liability or obligation hereunder.

16. **Recording of Option.**

Seller and Buyer agree that this Option may not be recorded in the Hampden County Registry of Deeds.

17. **Representations of Seller and Buyer.**

Seller represents and warrants that the Seller possesses the unrestricted right to grant this Option and is not under any infirmity or restraint which would limit Seller's ability to consummate the transactions contemplated hereby. The Seller has no knowledge of any pending assessment for public improvements or betterments of any type which would give rise to an assessment on or against the Premises. The Seller has no knowledge of any actions or proceedings instituted, or pending before any court, administrative agency or arbitrator against the Seller or the Premises relating to, or adversely affecting the right, title or interest of the Seller in or to the Premises, or relating to the Seller's execution and performance of this Agreement. No proceeding has been filed by or against the Seller under the United States Bankruptcy Code or any state law relating to bankruptcy or insolvency, seeking liquidation of the Seller or an arrangement with its creditors, or the appointment of a trustee or receiver for its assets or business. The Seller shall immediately give the Buyer written notice of the commencement of any lawsuit, the discovery of any other pending lawsuit or any claim which threatens the commencement of a lawsuit to the extent that any such lawsuit or claim relates to or adversely affects the right, title and interest of the Seller in and to the Premises.

The Buyer represents, warrants, and covenants it has full power and authority to make, execute and deliver this Agreement and to perform its obligations hereunder. There are no actions or proceedings instituted, pending or, to the best of the Buyer's knowledge, threatened before any court, administrative agency or arbitrator against the Buyer and relating to the Buyer's execution and performance of this Agreement. No proceeding has been filed by or against the Buyer under the United States Bankruptcy Code, or any state law relating to bankruptcy or insolvency, seeking liquidation of the Buyer, or an arrangement with its creditors, or the appointment of a trustee or receiver for its assets or business.

18. Successors Bound.

This Agreement is executed under the provisions of the laws of the Commonwealth of Massachusetts and shall inure to the benefit of and bind the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

19. Default.

If, prior to the Closing, the Seller determines that Buyer has materially breached any covenant, representation or warranty contained herein or otherwise defaulted in its obligations hereunder, the Seller shall notify the Buyer of such breach, and Seller's sole remedy shall be to terminate this Agreement and to retain the option payment, and any sums paid to extend the Option, as liquidated damages, it being agreed by the Seller and the Buyer that the damages suffered by the Seller by reason of the Buyer's breach of this Agreement, prior to Closing, are difficult, if not impossible to ascertain, and represent the parties' best faith estimate of the damages the Seller may suffer. If, prior to the Closing, the Buyer determines that the Seller has materially breached any covenant, representation or warranty contained herein or otherwise defaults in its obligations hereunder, the Buyer shall notify the Seller of such breach, and Buyer's sole remedy shall be either: (a) the right to sue for specific performance and any and all costs and expenses in connection with said litigation, including but not limited to attorney fees; or (b) the right to terminate this Agreement by notice to the Seller, and upon receipt of such notice of termination, the refund of the option payment and any and all sums paid to extend such option.

20. Confidentiality.

Commencing on the Effective Date and continuing thereafter, neither party shall disclose to any person or entity (other than its officers and directors and the other party and its respective representatives, attorneys, accountants, and agents or those designated in writing by the other party) in any manner, directly or indirectly, any confidential or proprietary information or data relevant to the other party or its business, whether of a technical or commercial nature, obtained pursuant to negotiation or execution of this Agreement or the effectuation of the transactions contemplated by this Agreement.

21. Exclusivity.

The Seller shall not enter into any Agreement with any other individual or entity for the purchase, or option to purchase, the Premises during the pendency of this Agreement.

22. Entire Agreement.

This Option contains each and every Agreement and understanding existing between the parties relating to the subject matter hereof and supersedes all previous negotiations, representations, commitments and writings. Any changes, modifications or additions to this Option shall be in writing and signed by the Seller and Buyer.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of November 2013.

SELLER

**MARALINE DEVELOPMENT
CORP.**

Witness:
Kathy Carter

By: Joseph A. Marois
Its: President

Witness:
William M. Bonds

BUYER:
Heriberto Flores
Heriberto Flores

COMMONWEALTH OF MASSACHUSETTS

Hampshire
Hampden, ss.

On this 19th day of November, 2013, before me, the undersigned notary public, personally appeared, **JOSEPH A. MAROIS**, in his capacity as **President of MARALINE DEVELOPMENT CORP.** known to me through personal knowledge of identity/proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, in his capacity as President and on behalf of Maraline Development Corp.

Sharon LeBlanc
Notary Public
My Commission Expires:

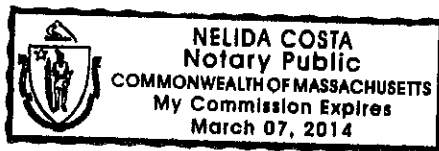


COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 19th day of November, 2013, before me, the undersigned notary public, personally appeared **HERIBERTO FLORES** known to me through personal knowledge of identity/proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public Nelida Costa
My Commission Expires:



ORIGINAL

EXHIBIT A

(Legal Description of 181 Appleton Street, Holyoke, Massachusetts)



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.pdf

ORIGINAL

See Attached Affidavit

Bk 19842 Pg 57 #33387
05-29-2013 @ 03:30p

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 05-29-2013 @ 03:30pm
CU#: 478 Doc#: 33387
Fees: \$430.92 Cons: \$94,500.00

FORECLOSURE DEED

181 Appleton Street, Holyoke, MA

WHEREAS, American Wire of New England, LLC, did, by a certain Mortgage dated February 16, 2006 and recorded with the Hampden County Registry of Deeds at Book 15705, Page 88, as amended by Amendment to Mortgage dated December 21, 2010 and recorded with the Hampden County Registry of Deeds at Book 18683, Page 120, convey the premises herein described to TD Banknorth, N.A., and whereas in and by said Mortgage, the grantee therein named, or its assigns, were authorized and empowered, upon any default in the performance or observance of the condition of said Mortgage, to sell the said premises with all improvements that might be thereon, at public auction in Holyoke, Hampden County, Massachusetts, first publishing a notice as therein required, and to convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and whereas, there has been such default, and notice has been published, and a sale has been made, as will more particularly appear in and by the affidavit hereto to be subjoined.

NOW, THEREFORE, know all men that TD Bank, N.A., successor in interest to TD Banknorth, N.A., present holder of said Mortgage, by virtue and in execution of the power contained in said Mortgage as aforesaid, and of every other power it hereto enabling, and in consideration of the sum of Ninety-Four Thousand Five Hundred and 00/100 (\$94,500.00) Dollars to it paid by Maraline Development Corp., the receipt whereof is hereby acknowledged do hereby GRANT, BARGAIN, SELL, and CONVEY unto the said Maraline Development Corp., a Massachusetts corporation, with a principal place of business at 148 Newton Street, South Hadley, Massachusetts, all and singular the premises conveyed by the aforesaid Mortgage, namely:

PARCEL I:

Beginning at a point in the EASTERLY side of Race Street at the NORTHWESTERLY corner of lot of land conveyed to John C. Newton by the Holyoke Water Power Company by deed dated June 20, 1865, and thence running

NORTHERLY on said Race Street, fifty-five (55) feet; thence

See Attached Affidavit

EASTERLY at a right angle to said Race Street, one hundred eight (108) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide); thence

SOUTHERLY on said center line of said alley and parallel with said Race Street, fifty-five (55) feet; thence

WESTERLY along land conveyed to said Newton as aforesaid one hundred eight (108) feet to the place of beginning.

PARCEL II:

Beginning at the point of intersection of the northerly side of Appleton Street with the easterly side of Race Street; and thence running EASTERLY on said Appleton Street one hundred and eight (108) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide); thence running NORTHERLY on said center line of said alley and at a right angle to said Appleton Street one hundred and five (105) feet to land now or formerly of one Hayes; thence running WESTERLY at a right angle to the last described line one hundred and eight (108) feet to said Race Street; thence running SOUTHERLY on said Race Street one hundred and five (105) feet to the place of beginning.

Parcel III:

The land with the buildings thereon, in the City of Holyoke, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the southeasterly line of Race Street, which point is one hundred sixty (160) feet northeasterly from the northeasterly line of Appleton Street; and thence running

SOUTHEASTERLY at an angle of ninety (90°) degrees with the southeasterly line of Race Street, along land now or formerly of American Electric Cable Co., a distance of one hundred (100) feet to the northwesterly line of a sixteen (16') foot alley; thence running in a straight line

SOUTHEASTERLY a distance of eight feet (8) to the center line of said sixteen (16') foot alley; thence running

See Attached Affidavit

NORTHEASTERLY at a right angle to the last described line, along the center line of said sixteen (16') foot alley, a distance of forty three (43') feet to a point; thence running

NORTHWESTERLY at a right angle to the last described line a distance of eight feet (8') to the northwesterly line of said sixteen (16') foot alley; thence running in a straight line

NORTHWESTERLY a distance of one hundred (100') feet along other land of the grantors herein to a point in the southeasterly line of Race Street; thence running

SOUTHWESTERLY at a right angle to the last described line along the southeasterly line of Race Street, a distance of forty three (43') feet to the point of beginning.

Meaning and intending to convey the premises shown on "Plan of Land, Race Street, Holyoke, Mass. owned by R.J.L PROPERTY CORP. dated November, 1994 prepared by Smith Associates Surveyors, Inc. of East Longmeadow, Mass.", which Plan is recorded in the Hampden County Registry of Deeds in Book of Plans 294, Page 95.

Subject to and together with Party Wall Agreement as set forth in Instrument dated May 20, 1901 and recorded in the Hampden County Registry of Deeds at Book 645, Page 413, if applicable.

PARCEL IV

The land in Holyoke, Massachusetts bounded and described as follows:

Beginning at the point of intersection of the Southerly side of Cross Street with the Westerly side of Main Street; thence running

SOUTHERLY along Main Street forty-eight and 22/100 (48.22) feet to a point; thence running

WESTERLY and parallel with the Southerly side of Cross Street, one hundred eight (108) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide running from said Cross Street to Appleton Street); thence running

ORIGINAL

See Attached Affidavit

IN WITNESS WHEREOF, the said TD Bank, N.A., successor in interest to TD Banknorth, N.A., has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Teall Gerrett, its Vice President and duly authorized representative, this 22 day of May, in the year two thousand and thirteen.

TD BANK, N.A.,
successor in interest to
TD Banknorth, N.A.

By: 
Teall Gerrett, Vice President

STATE OF MAINE)
) ss.
COUNTY OF Cumberland)

On this 22 day of May, 2013, before me, the undersigned notary public, personally appeared Teall Gerrett, Vice President, and duly authorized representative of TD Bank, N.A., successor in interest to TD Banknorth, N.A., who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose and acknowledged the same to be his free act and deed and the free act and deed of TD Bank, N.A., successor in interest to TD Banknorth, N.A., as aforesaid.


Notary Public:
My Commission Expires:

ANDREW SMITH
Notary Public, Maine
My Commission Expires September 17, 2014

ORIGINAL

1620

NORTH END EDUCATIONAL DEVELOPMENT FUND

11-13 HAMPDEN ST.
SPRINGFIELD, MA 01103

53-18/110 MA
56516

DATE 11-19-13

PAY TO THE ORDER OF MARAHINE DEVELOPMENT CORP.

\$ 5,000.00

Five thousand 00/100

DOLLARS

Security Features on Back



ACH RT 011000138

[Handwritten Signature]

FOR DEPOSIT ON OPTION CONTRACT



MP

**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: Debilitating Medical Condition Treatment Centers, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
181 Appleton Street Holyoke	HAMPDEN	Option To Purchase or Lease Real Estate

OPTION TO PURCHASE OR LEASE REAL ESTATE

This Agreement is made this 14th day of November, 2013 between **Maraline Development Corp.**, a Massachusetts corporation with an office located at 148 Newton Street, South Hadley, Massachusetts, referred to herein as the “**Seller**”, and **Debilitating Medical Condition Treatment Centers, Inc.**, a Massachusetts non-profit corporation with an address of 11-13 Hampden Street, Springfield, Massachusetts, referred to herein as the “**Buyer**”. The Seller is the owner of property known and located at 181 Appleton Street, Holyoke, Massachusetts. This property, referred to herein as the “**Premises**”, is more particularly described in **Exhibit A**, a deed from TD Bank to Maraline Development Corp., attached hereto and recorded at Book 19842, Page 57 of the Hampden County Registry of Deeds.

1. Option to Purchase.

In consideration of Five Thousand Dollars (\$5,000.00) paid, the receipt and sufficiency of which is hereby acknowledged, Seller grants to Buyer the exclusive right and option to purchase or lease the Premises upon the terms and conditions set forth in this Agreement. This Option shall be exercisable at any time during the period commencing on the date hereof and ending March 31, 2014, by delivering, or mailing by certified mail, written notice of Buyer’s intent to exercise this Option to Seller at 148 Newton Street, South Hadley.

2. Extension of Option.

Buyer shall have the right to extend the period for exercising the Option until June 30, 2014, in consideration of an additional payment of Five Thousand Dollars (\$5000.00) to the Seller. Said payment to be made by certified or bank check and delivered to the Seller before March 30, 2014 at 148 Newton Street, South Hadley.

3. Option to Lease

Buyer shall have the right, during the period referred to in paragraphs 1 and 2, to elect to lease rather than purchase the “Premises”. If the parties are unable to negotiate a mutually acceptable lease within thirty (30) days of Buyer’s exercise of its Option to Lease, then the Buyer shall have the Option to purchase the Premises exercisable on or before the 45th day after Notice of its exercise of Option to Lease.

ORIGINAL

4. **Purchase Price.**

The purchase price for the Premises under this Option shall be Four Hundred and Fifty Thousand Dollars (\$450,000.00). The sum of \$5,000.00 which has been paid simultaneously with the execution hereof as consideration for this Option, or any additional sums paid to extend the Option, shall be credited against the purchase price, or the cost of the lease, if Buyer elects to proceed under such option. The purchase price shall be paid by certified or bank check at the closing.

5. **Closing.**

The closing shall take place within sixty (60) days after Buyer's notice to exercise this Option at the law offices of Attorney William M. Bennett at One Monarch Place, Springfield, Massachusetts, unless some other time or place is mutually agreed to between the parties.

6. **Contingencies.**

The Buyer shall have the right to conduct inspections of the premises at its sole cost and expense. Such inspections may include an engineering inspection, an environmental study, an examination to determine the existence of hazardous materials and such other inspections and examinations as are reasonable and necessary to satisfy the Buyer that the Premises are suitable for its intended purposes. The Seller agrees to provide the Buyer on the date of the execution of this agreement with copies of all reports, test results and other information in the possession, control or custody of the Seller, regarding the existence of Hazardous Materials, unsafe conditions or structurally unsound conditions on the Premises. Should the inspections prove unsatisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice of its intention to terminate the Agreement to the Seller no later than 30 days after exercising the Option.

7. **Right of Entry**

During the term of this Option, the Buyer, and the Buyer's authorized employees, agents and contractors, shall, provided that the Buyer provides the Seller with at least twenty-four (24) hours prior notice of its intention to enter the Premises, have the right to enter upon the Premises for any and all purposes consistent with inspection, testing, measurement, obtaining permits or approvals from governmental authorities or other

considerations of the Buyer relating to the use or development of the Premises. The Buyer shall repair any material damage to the Premises necessitated by any inspections, testing, measurement or other work performed pursuant to this paragraph. The Buyer hereby agrees to indemnify and hold the Seller harmless against any injury, damage, loss or liability incurred by the Seller caused by any negligent or willful misconduct arising from the Buyer's inspection, testing, measurement or other activities undertaken by the Buyer pursuant to this paragraph.

8. Damage to the Premises.

In the event that all of the Premises or any portion of the Premises is damaged by fire or other casualty during the period between the date of this Agreement and the Date of Closing, and the estimated value to rebuild or repair such damages exceeds \$50,000, the Buyer may elect to terminate this Agreement by giving the Seller written notice of its election to terminate this Agreement within fourteen (14) days after the occurrence of such casualty and upon the receipt of such notice by the Buyer this Agreement shall terminate, and all payments made by the Buyer to the Seller shall be returned to the Buyer and neither party shall have any further liability hereunder. Alternatively, the Buyer may elect to perform its obligations pursuant to this Agreement accepting the Premises in its damaged condition without any reduction in the purchase price except as otherwise provided herein. In the event that the Buyer elects to proceed with its purchase of the Premises, or in the event that the Buyer is not entitled to terminate this Agreement as a result of the occurrence of any damage by fire or other casualty, the Buyer shall be entitled to all available insurance proceeds arising out of any such damage by fire or other casualty to the extent that such insurance proceeds are not applied by the Seller to the actual cost of repairing such damage, and all sums recovered or recoverable on any and all insurance covering such damage, inclusive of any deductible which the Buyer agrees shall be paid as required by such policy of insurance, and the purchase price shall not be reduced.

9. Title.

At the closing, the Premises are to be conveyed by the Seller to the Buyer by a good and sufficient Quitclaim Deed conveying a good, clear, record and marketable title thereto, free from all encumbrances and encroachments on the Premises except:

- a. Applicable laws and regulations of any governmental authority in effect on the date of the delivery of the Deed;
- b. Usual public utilities servicing the Premises, if any;

- c. Such taxes for the current year as are not due and payable on the date of delivery of the Deed;
- d. Any easements or encumbrances of record on the date of this Option, except for any mortgages or other creditor liens; and
- e. Federal, state and local laws, ordinances, by-laws and rules regulating the use of land.

10. Defect in Title.

In the event that there is a defect in the Seller's title to the Premises or any portion thereof the Buyer shall notify the Seller in writing of such defect on or before the date which is thirty (30) days from the date of the exercise of the Option. The Seller shall have fifteen (15) days after receipt of written notice thereof from the Buyer to cure and remove any defects in the Seller's title with respect to which the Buyer's title examiner is unable to furnish the title certification in accordance with the applicable Title Standards of the Massachusetts Conveyancers' Association. The Seller shall use all reasonable efforts to cure or remove any such defects. If the Seller fails to cure and remove any such defects within such fifteen (15) day period, or if the Seller fails to demonstrate to the Buyer's reasonable satisfaction that such defects will be cleared by the Date of Closing, this Agreement shall terminate on the date which is five (5) days from the date of expiration of such fifteen (15) day period unless the Buyer notifies the Seller in writing within such five (5) day period that the Buyer elects to perform this Agreement, accepting such title as the Seller may be able to give without any reduction whatsoever of the purchase price, subject to such claim, defect or cloud on the Seller's title to the Premises or any portion thereof. In the event of any such termination of this Agreement any and all sums which have been paid to the Seller pursuant to this Agreement shall be returned to the Buyer, this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder. The Buyer's failure to give notice of any defects as required in this Paragraph shall constitute the Buyer's election to accept such title to the Premises as the Seller is able to convey to the Buyer upon the Date of Closing, subject to any such defects or clouds.

11. **Use of Proceeds to Clear Title.**

To enable the Seller to make the conveyance as herein provided, the Seller may, at the time of closing, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests.

12. **Condition of Property at Closing.**

If the Buyer exercises the Option to Purchase the Premises, the condition of the Premises shall be "as is" subject to the Buyer's right of inspection as set forth herein, the Seller's obligation to remove and dispose of all debris, equipment and hazardous materials, and such further terms and conditions as may be agreed to by the parties.

13. **Adjustments.**

Rents, if any, water/sewer charges, utility charges, real estate and personal property taxes for the current fiscal tax period shall be apportioned and adjusted as of the Closing Date. If the amount of said taxes is not known at the time of delivery of the Deed, they shall be apportioned on the basis of the taxes for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which later provision shall survive the delivery of the Deed.

14. **Costs.**

Each of the parties hereto shall be responsible for their own respective legal fees, title fees, costs and expenses.

15. **Non-Exercise of Option.**

In the event that this Option is not exercised in accordance with the terms herein contained, except as set forth in paragraphs 7, 9 and 17, the sum paid simultaneously with the execution hereof, and any sum paid to extend said Option, shall be forfeited, in its entirety, by the Buyer to the Seller and the parties shall have no further recourse, liability or obligation hereunder.

2006/11/11

16. Recording of Option.

Seller and Buyer agree that this Option may not be recorded in the Hampden County Registry of Deeds.

17. Representations of Seller and Buyer.

Seller represents and warrants that the Seller possesses the unrestricted right to grant this Option and is not under any infirmity or restraint which would limit Seller's ability to consummate the transactions contemplated hereby. The Seller has no knowledge of any pending assessment for public improvements or betterments of any type which would give rise to an assessment on or against the Premises. The Seller has no knowledge of any actions or proceedings instituted, or pending before any court, administrative agency or arbitrator against the Seller or the Premises relating to, or adversely affecting the right, title or interest of the Seller in or to the Premises, or relating to the Seller's execution and performance of this Agreement. No proceeding has been filed by or against the Seller under the United States Bankruptcy Code or any state law relating to bankruptcy or insolvency, seeking liquidation of the Seller or an arrangement with its creditors, or the appointment of a trustee or receiver for its assets or business. The Seller shall immediately give the Buyer written notice of the commencement of any lawsuit, the discovery of any other pending lawsuit or any claim which threatens the commencement of a lawsuit to the extent that any such lawsuit or claim relates to or adversely affects the right, title and interest of the Seller in and to the Premises.

The Buyer represents, warrants, and covenants it has full power and authority to make, execute and deliver this Agreement and to perform its obligations hereunder. There are no actions or proceedings instituted, pending or, to the best of the Buyer's knowledge, threatened before any court, administrative agency or arbitrator against the Buyer and relating to the Buyer's execution and performance of this Agreement. No proceeding has been filed by or against the Buyer under the United States Bankruptcy Code, or any state law relating to bankruptcy or insolvency, seeking liquidation of the Buyer, or an arrangement with its creditors, or the appointment of a trustee or receiver for its assets or business.

CONFIDENTIAL

18. Successors Bound.

This Agreement is executed under the provisions of the laws of the Commonwealth of Massachusetts and shall inure to the benefit of and bind the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

19. Default.

If, prior to the Closing, the Seller determines that Buyer has materially breached any covenant, representation or warranty contained herein or otherwise defaulted in its obligations hereunder, the Seller shall notify the Buyer of such breach, and Seller's sole remedy shall be to terminate this Agreement and to retain the option payment, and any sums paid to extend the Option, as liquidated damages, it being agreed by the Seller and the Buyer that the damages suffered by the Seller by reason of the Buyer's breach of this Agreement, prior to Closing, are difficult, if not impossible to ascertain, and represent the parties' best faith estimate of the damages the Seller may suffer. If, prior to the Closing, the Buyer determines that the Seller has materially breached any covenant, representation or warranty contained herein or otherwise defaults in its obligations hereunder, the Buyer shall notify the Seller of such breach, and Buyer's sole remedy shall be either: (a) the right to sue for specific performance and any and all costs and expenses in connection with said litigation, including but not limited to attorney fees; or (b) the right to terminate this Agreement by notice to the Seller, and upon receipt of such notice of termination, the refund of the option payment and any and all sums paid to extend such option.

20. Confidentiality.

Commencing on the Effective Date and continuing thereafter, neither party shall disclose to any person or entity (other than its officers and directors and the other party and its respective representatives, attorneys, accountants, and agents or those designated in writing by the other party) in any manner, directly or indirectly, any confidential or proprietary information or data relevant to the other party or its business, whether of a technical or commercial nature, obtained pursuant to negotiation or execution of this Agreement or the effectuation of the transactions contemplated by this Agreement.

21. Exclusivity.

The Seller shall not enter into any Agreement with any other individual or entity for the purchase, or option to purchase, the Premises during the pendency of this Agreement.

22. Entire Agreement.

This Option contains each and every Agreement and understanding existing between the parties relating to the subject matter hereof and supersedes all previous negotiations, representations, commitments and writings. Any changes, modifications or additions to this Option shall be in writing and signed by the Seller and Buyer.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of November 2013.

SELLER

**MARALINE DEVELOPMENT
CORP.**

Witness:
Kathy Corcoran

By: Joseph A. Marois
Joseph A. Marois
Its: President

Witness:
William M. Benda

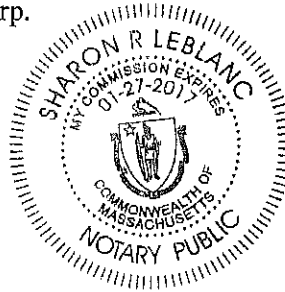
BUYER:
Heriberto Flores
Heriberto Flores

COMMONWEALTH OF MASSACHUSETTS

Hampshire
Hampden, ss.

On this 19th day of November, 2013, before me, the undersigned notary public, personally appeared, **JOSEPH A. MAROIS**, in his capacity as **President of MARALINE DEVELOPMENT CORP.** known to me through personal knowledge of identity/proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, in his capacity as President and on behalf of Maraline Development Corp.

Sharon LeBlanc
Notary Public
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 19th day of November, 2013, before me, the undersigned notary public, personally appeared **HERIBERTO FLORES** known to me through personal knowledge of identity/proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public Nelida Costa
My Commission Expires:

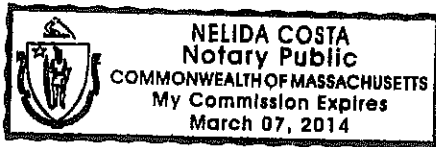


EXHIBIT A

(Legal Description of 181 Appleton Street, Holyoke, Massachusetts)



img-Y15163818-0001
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ORIGINAL

See Attached Affidavit

Ok 19842 P#57 #33387
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NOW, THEREFORE, know all men that TD Bank, N.A., successor in interest to TD Banknorth, N.A., present holder of said Mortgage, by virtue and in execution of the power contained in said Mortgage as aforesaid, and of every other power it hereto enabling, and in consideration of the sum of Ninety-Four Thousand Five Hundred and 00/100 (\$94,500.00) Dollars to it paid by Maraline Development Corp., the receipt whereof is hereby acknowledged do hereby GRANT, BARGAIN, SELL, and CONVEY unto the said Maraline Development Corp., a Massachusetts corporation, with a principal place of business at 148 Newton Street, South Hadley, Massachusetts, all and singular the premises conveyed by the aforesaid Mortgage, namely:

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See Attached Affidavit

EASTERLY at a right angle to said Race Street, one hundred eight (108) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide); thence

SOUTHERLY on said center line of said alley and parallel with said Race Street, fifty-five (55) feet; thence

WESTERLY along land conveyed to said Newton as aforesaid one hundred eight (108) feet to the place of beginning.

PARCEL II:

Beginning at the point of intersection of the northerly side of Appleton Street with the easterly side of Race Street; and thence running **EASTERLY** on said Appleton Street one hundred and eight (108) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide); thence running **NORTHERLY** on said center line of said alley and at a right angle to said Appleton Street one hundred and five (105) feet to land now or formerly of one Hayes; thence running **WESTERLY** at a right angle to the last described line one hundred and eight (108) feet to said Race Street; thence running **SOUTHERLY** on said Race Street one hundred and five (105) feet to the place of beginning.

Parcel III:

The land with the buildings thereon, in the City of Holyoke, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the southeasterly line of Race Street, which point is one hundred sixty (160') feet northeasterly from the northeasterly line of Appleton Street; and thence running

SOUTHEASTERLY at an angle of ninety (90°) degrees with the southeasterly line of Race Street, along land now or formerly of American Electric Cable Co., a distance of one hundred (100') feet to the northwesterly line of a sixteen (16') foot alley; thence running in a straight line

SOUTHEASTERLY a distance of eight feet (8) to the center line of said sixteen (16') foot alley; thence running

See Attached Affidavit

NORTHEASTERLY at a right angle to the last described line, along the center line of said sixteen (16') foot alley, a distance of forty three (43') feet to a point; thence running

NORTHWESTERLY at a right angle to the last described line a distance of eight feet (8') to the northwesterly line of said sixteen (16') foot alley; thence running in a straight line

NORTHWESTERLY a distance of one hundred (100') feet along other land of the grantors herein to a point in the southeasterly line of Race Street; thence running

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Meaning and intending to convey the premises shown on "Plan of Land, Race Street, Holyoke, Mass, owned by RJI PROPERTY CORP, dated November, 1994 prepared by Smith Associates Surveyors, Inc. of East Longmeadow, Mass.", which Plan is recorded in the Hampden County Registry of Deeds in Book of Plans 294, Page 95.

Subject to and together with Party Wall Agreement as set forth in Instrument dated May 20, 1901 and recorded in the Hampden County Registry of Deeds at Book 645, Page 413, if applicable.

PARCEL IV

The land in Holyoke, Massachusetts bounded and described as follows:

Beginning at the point of intersection of the Southerly side of Cross Street with the Westerly side of Main Street; thence running

SOUTHERLY along Main Street forty-eight and 22/100 (48.22) feet to a point; thence running

WESTERLY and parallel with the Southerly side of Cross Street, one hundred eight (108) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide running from said Cross Street to Appleton Street); thence running

See Attached Affidavit

NORTHERLY along said center line of said alley twenty-nine and 77/100 (29.77) feet to said branch track of the Connecticut River Railroad Company; thence running

NORTHEASTERLY along the Southerly side of said track, thirty-five and 06/100 (35.06) feet to said Cross Street; thence running

EASTERLY along said Cross Street, seventy-seven and 29/100 (77.29) feet to the point of beginning.

Excepting from the foregoing conveyance so much thereof as is covered by the location of the branch track of the Connecticut River Railroad Company.

Subject to the usual restrictions regarding the City of Holyoke's alley ways.

Being the same premises conveyed by Deed of American Electric Cable Company, Inc. dated January 20, 2004 and recorded in the Hampden County Registry of Deeds in Book 13911, Page 506.

TO HAVE AND TO HOLD the same to the said Maraline Development Corp. and its heirs and assigns, to their own use and behoof forever.

ORIGINAL

1620

NORTH END EDUCATIONAL DEVELOPMENT FUND

11-13 HAMPDEN ST.
SPRINGFIELD, MA 01103

53-13/110 MA
56616

DATE 11-19-13

PAY TO THE ORDER OF MARAHINE DEVELOPMENT CORP.

\$ 5,000.00

5/100

DOLLARS



Bank of America

ACH R/T 011000136

Handwritten signature

FOR DEPOSIT ON OPTION CONTRACT



MP

**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: Debilitating Medical Condition Treatment Centers, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
181 Appleton Street Holyoke	HAMPDEN	Option To Purchase or Lease Real Estate

OPTION TO PURCHASE OR LEASE REAL ESTATE

This Agreement is made this 19th day of November, 2013 between **Maraline Development Corp.**, a Massachusetts corporation with an office located at 148 Newton Street, South Hadley, Massachusetts, referred to herein as the “**Seller**”, and **Debilitating Medical Condition Treatment Centers, Inc.**, a Massachusetts non-profit corporation with an address of 11-13 Hampden Street, Springfield, Massachusetts, referred to herein as the “**Buyer**”. The Seller is the owner of property known and located at 181 Appleton Street, Holyoke, Massachusetts. This property, referred to herein as the “**Premises**”, is more particularly described in **Exhibit A**, a deed from TD Bank to Maraline Development Corp., attached hereto and recorded at Book 19842, Page 57 of the Hampden County Registry of Deeds.

1. Option to Purchase.

In consideration of Five Thousand Dollars (\$5,000.00) paid, the receipt and sufficiency of which is hereby acknowledged, Seller grants to Buyer the exclusive right and option to purchase or lease the Premises upon the terms and conditions set forth in this Agreement. This Option shall be exercisable at any time during the period commencing on the date hereof and ending March 31, 2014, by delivering, or mailing by certified mail, written notice of Buyer’s intent to exercise this Option to Seller at 148 Newton Street, South Hadley.

2. Extension of Option.

Buyer shall have the right to extend the period for exercising the Option until June 30, 2014, in consideration of an additional payment of Five Thousand Dollars (\$5000.00) to the Seller. Said payment to be made by certified or bank check and delivered to the Seller before March 30, 2014 at 148 Newton Street, South Hadley.

3. Option to Lease

Buyer shall have the right, during the period referred to in paragraphs 1 and 2, to elect to lease rather than purchase the “Premises”. If the parties are unable to negotiate a mutually acceptable lease within thirty (30) days of Buyer’s exercise of its Option to Lease, then the Buyer shall have the Option to purchase the Premises exercisable on or before the 45th day after Notice of its exercise of Option to Lease.

4. **Purchase Price.**

The purchase price for the Premises under this Option shall be Four Hundred and Fifty Thousand Dollars (\$450,000.00). The sum of \$5,000.00 which has been paid simultaneously with the execution hereof as consideration for this Option, or any additional sums paid to extend the Option, shall be credited against the purchase price, or the cost of the lease, if Buyer elects to proceed under such option. The purchase price shall be paid by certified or bank check at the closing.

5. **Closing.**

The closing shall take place within sixty (60) days after Buyer's notice to exercise this Option at the law offices of Attorney William M. Bennett at One Monarch Place, Springfield, Massachusetts, unless some other time or place is mutually agreed to between the parties.

6. **Contingencies.**

The Buyer shall have the right to conduct inspections of the premises at its sole cost and expense. Such inspections may include an engineering inspection, an environmental study, an examination to determine the existence of hazardous materials and such other inspections and examinations as are reasonable and necessary to satisfy the Buyer that the Premises are suitable for its intended purposes. The Seller agrees to provide the Buyer on the date of the execution of this agreement with copies of all reports, test results and other information in the possession, control or custody of the Seller, regarding the existence of Hazardous Materials, unsafe conditions or structurally unsound conditions on the Premises. Should the inspections prove unsatisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice of its intention to terminate the Agreement to the Seller no later than 30 days after exercising the Option.

7. **Right of Entry**

During the term of this Option, the Buyer, and the Buyer's authorized employees, agents and contractors, shall, provided that the Buyer provides the Seller with at least twenty-four (24) hours prior notice of its intention to enter the Premises, have the right to enter upon the Premises for any and all purposes consistent with inspection, testing, measurement, obtaining permits or approvals from governmental authorities or other

considerations of the Buyer relating to the use or development of the Premises. The Buyer shall repair any material damage to the Premises necessitated by any inspections, testing, measurement or other work performed pursuant to this paragraph. The Buyer hereby agrees to indemnify and hold the Seller harmless against any injury, damage, loss or liability incurred by the Seller caused by any negligent or willful misconduct arising from the Buyer's inspection, testing, measurement or other activities undertaken by the Buyer pursuant to this paragraph.

8. Damage to the Premises.

In the event that all of the Premises or any portion of the Premises is damaged by fire or other casualty during the period between the date of this Agreement and the Date of Closing, and the estimated value to rebuild or repair such damages exceeds \$50,000, the Buyer may elect to terminate this Agreement by giving the Seller written notice of its election to terminate this Agreement within fourteen (14) days after the occurrence of such casualty and upon the receipt of such notice by the Buyer this Agreement shall terminate, and all payments made by the Buyer to the Seller shall be returned to the Buyer and neither party shall have any further liability hereunder. Alternatively, the Buyer may elect to perform its obligations pursuant to this Agreement accepting the Premises in its damaged condition without any reduction in the purchase price except as otherwise provided herein. In the event that the Buyer elects to proceed with its purchase of the Premises, or in the event that the Buyer is not entitled to terminate this Agreement as a result of the occurrence of any damage by fire or other casualty, the Buyer shall be entitled to all available insurance proceeds arising out of any such damage by fire or other casualty to the extent that such insurance proceeds are not applied by the Seller to the actual cost of repairing such damage, and all sums recovered or recoverable on any and all insurance covering such damage, inclusive of any deductible which the Buyer agrees shall be paid as required by such policy of insurance, and the purchase price shall not be reduced.

9. Title.

At the closing, the Premises are to be conveyed by the Seller to the Buyer by a good and sufficient Quitclaim Deed conveying a good, clear, record and marketable title thereto, free from all encumbrances and encroachments on the Premises except:

- a. Applicable laws and regulations of any governmental authority in effect on the date of the delivery of the Deed;
- b. Usual public utilities servicing the Premises, if any;

- c. Such taxes for the current year as are not due and payable on the date of delivery of the Deed;
- d. Any easements or encumbrances of record on the date of this Option, except for any mortgages or other creditor liens; and
- e. Federal, state and local laws, ordinances, by-laws and rules regulating the use of land.

10. Defect in Title.

In the event that there is a defect in the Seller's title to the Premises or any portion thereof the Buyer shall notify the Seller in writing of such defect on or before the date which is thirty (30) days from the date of the exercise of the Option. The Seller shall have fifteen (15) days after receipt of written notice thereof from the Buyer to cure and remove any defects in the Seller's title with respect to which the Buyer's title examiner is unable to furnish the title certification in accordance with the applicable Title Standards of the Massachusetts Conveyancers' Association. The Seller shall use all reasonable efforts to cure or remove any such defects. If the Seller fails to cure and remove any such defects within such fifteen (15) day period, or if the Seller fails to demonstrate to the Buyer's reasonable satisfaction that such defects will be cleared by the Date of Closing, this Agreement shall terminate on the date which is five (5) days from the date of expiration of such fifteen (15) day period unless the Buyer notifies the Seller in writing within such five (5) day period that the Buyer elects to perform this Agreement, accepting such title as the Seller may be able to give without any reduction whatsoever of the purchase price, subject to such claim, defect or cloud on the Seller's title to the Premises or any portion thereof. In the event of any such termination of this Agreement any and all sums which have been paid to the Seller pursuant to this Agreement shall be returned to the Buyer, this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder. The Buyer's failure to give notice of any defects as required in this Paragraph shall constitute the Buyer's election to accept such title to the Premises as the Seller is able to convey to the Buyer upon the Date of Closing, subject to any such defects or clouds.

11. Use of Proceeds to Clear Title.

To enable the Seller to make the conveyance as herein provided, the Seller may, at the time of closing, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests.

12. Condition of Property at Closing.

If the Buyer exercises the Option to Purchase the Premises, the condition of the Premises shall be "as is" subject to the Buyer's right of inspection as set forth herein, the Seller's obligation to remove and dispose of all debris, equipment and hazardous materials, and such further terms and conditions as may be agreed to by the parties.

13. Adjustments.

Rents, if any, water/sewer charges, utility charges, real estate and personal property taxes for the current fiscal tax period shall be apportioned and adjusted as of the Closing Date. If the amount of said taxes is not known at the time of delivery of the Deed, they shall be apportioned on the basis of the taxes for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which later provision shall survive the delivery of the Deed.

14. Costs.

Each of the parties hereto shall be responsible for their own respective legal fees, title fees, costs and expenses.

15. Non-Exercise of Option.

In the event that this Option is not exercised in accordance with the terms herein contained, except as set forth in paragraphs 7, 9 and 17, the sum paid simultaneously with the execution hereof, and any sum paid to extend said Option, shall be forfeited, in its entirety, by the Buyer to the Seller and the parties shall have no further recourse, liability or obligation hereunder.

16. **Recording of Option.**

Seller and Buyer agree that this Option may not be recorded in the Hampden County Registry of Deeds.

17. **Representations of Seller and Buyer.**

Seller represents and warrants that the Seller possesses the unrestricted right to grant this Option and is not under any infirmity or restraint which would limit Seller's ability to consummate the transactions contemplated hereby. The Seller has no knowledge of any pending assessment for public improvements or betterments of any type which would give rise to an assessment on or against the Premises. The Seller has no knowledge of any actions or proceedings instituted, or pending before any court, administrative agency or arbitrator against the Seller or the Premises relating to, or adversely affecting the right, title or interest of the Seller in or to the Premises, or relating to the Seller's execution and performance of this Agreement. No proceeding has been filed by or against the Seller under the United States Bankruptcy Code or any state law relating to bankruptcy or insolvency, seeking liquidation of the Seller or an arrangement with its creditors, or the appointment of a trustee or receiver for its assets or business. The Seller shall immediately give the Buyer written notice of the commencement of any lawsuit, the discovery of any other pending lawsuit or any claim which threatens the commencement of a lawsuit to the extent that any such lawsuit or claim relates to or adversely affects the right, title and interest of the Seller in and to the Premises.

The Buyer represents, warrants, and covenants it has full power and authority to make, execute and deliver this Agreement and to perform its obligations hereunder. There are no actions or proceedings instituted, pending or, to the best of the Buyer's knowledge, threatened before any court, administrative agency or arbitrator against the Buyer and relating to the Buyer's execution and performance of this Agreement. No proceeding has been filed by or against the Buyer under the United States Bankruptcy Code, or any state law relating to bankruptcy or insolvency, seeking liquidation of the Buyer, or an arrangement with its creditors, or the appointment of a trustee or receiver for its assets or business.

18. Successors Bound.

This Agreement is executed under the provisions of the laws of the Commonwealth of Massachusetts and shall inure to the benefit of and bind the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

19. Default.

If, prior to the Closing, the Seller determines that Buyer has materially breached any covenant, representation or warranty contained herein or otherwise defaulted in its obligations hereunder, the Seller shall notify the Buyer of such breach, and Seller's sole remedy shall be to terminate this Agreement and to retain the option payment, and any sums paid to extend the Option, as liquidated damages, it being agreed by the Seller and the Buyer that the damages suffered by the Seller by reason of the Buyer's breach of this Agreement, prior to Closing, are difficult, if not impossible to ascertain, and represent the parties' best faith estimate of the damages the Seller may suffer. If, prior to the Closing, the Buyer determines that the Seller has materially breached any covenant, representation or warranty contained herein or otherwise defaults in its obligations hereunder, the Buyer shall notify the Seller of such breach, and Buyer's sole remedy shall be either: (a) the right to sue for specific performance and any and all costs and expenses in connection with said litigation, including but not limited to attorney fees; or (b) the right to terminate this Agreement by notice to the Seller, and upon receipt of such notice of termination, the refund of the option payment and any and all sums paid to extend such option.

20. Confidentiality.

Commencing on the Effective Date and continuing thereafter, neither party shall disclose to any person or entity (other than its officers and directors and the other party and its respective representatives, attorneys, accountants, and agents or those designated in writing by the other party) in any manner, directly or indirectly, any confidential or proprietary information or data relevant to the other party or its business, whether of a technical or commercial nature, obtained pursuant to negotiation or execution of this Agreement or the effectuation of the transactions contemplated by this Agreement.

21. Exclusivity.

The Seller shall not enter into any Agreement with any other individual or entity for the purchase, or option to purchase, the Premises during the pendency of this Agreement.

22. Entire Agreement.

This Option contains each and every Agreement and understanding existing between the parties relating to the subject matter hereof and supersedes all previous negotiations, representations, commitments and writings. Any changes, modifications or additions to this Option shall be in writing and signed by the Seller and Buyer.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of November 2013.

SELLER

MARALINE DEVELOPMENT
CORP.

Witness:

Kathy Corbett

By: Joseph A. Marois

Its: President

Witness:

William M. Sand

BUYER:

Heriberto Flores

ORIGINAL

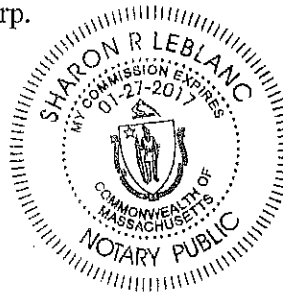
COMMONWEALTH OF MASSACHUSETTS

Hampshire
Hampden, ss.

On this 19th day of November, 2013, before me, the undersigned notary public, personally appeared, **JOSEPH A. MAROIS, in his capacity as President of MARALINE DEVELOPMENT CORP.** known to me through personal knowledge of identity/proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, in his capacity as President and on behalf of Maraline Development Corp.

Sharon LeBlanc

Notary Public
My Commission Expires:

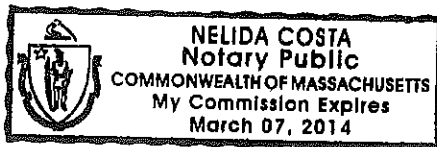


COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 19th day of November, 2013, before me, the undersigned notary public, personally appeared **HERIBERTO FLORES** known to me through personal knowledge of identity/proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public *Nelida Costa*
My Commission Expires:



ORIGINAL

EXHIBIT A

(Legal Description of 181 Appleton Street, Holyoke, Massachusetts)



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.pdf

DeWigman

See Attached Affidavit

Sk 19842 P.57 #33387
05-29-2013 @ 03:30p

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 05-29-2013 @ 03:30pm
Clk#: 478 Doc#: 33387
Fees: \$430.92 Const: \$94,500.00

FORECLOSURE DEED

181 Appleton Street, Holyoke, MA

WHEREAS, American Wire of New England, LLC, did, by a certain Mortgage dated February 16, 2006 and recorded with the Hampden County Registry of Deeds at Book 15705, Page 88, as amended by Amendment to Mortgage dated December 21, 2010 and recorded with the Hampden County Registry of Deeds at Book 18683, Page 120, convey the premises herein described to TD Banknorth, N.A., and whereas in and by said Mortgage, the grantee therein named, or its assigns, were authorized and empowered, upon any default in the performance or observance of the condition of said Mortgage, to sell the said premises with all improvements that might be thereon, at public auction in Holyoke, Hampden County, Massachusetts, first publishing a notice as therein required, and to convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and whereas, there has been such default, and notice has been published, and a sale has been made, as will more particularly appear in and by the affidavit hereto to be subjoined.

NOW, THEREFORE, know all men that TD Bank, N.A., successor in interest to TD Banknorth, N.A., present holder of said Mortgage, by virtue and in execution of the power contained in said Mortgage as aforesaid, and of every other power it hereto enabling, and in consideration of the sum of Ninety-Four Thousand Five Hundred and 00/100 (\$94,500.00) Dollars to it paid by Maraline Development Corp., the receipt whereof is hereby acknowledged do hereby GRANT, BARGAIN, SELL, and CONVEY unto the said Maraline Development Corp., a Massachusetts corporation, with a principal place of business at 148 Newton Street, South Hadley, Massachusetts, all and singular the premises conveyed by the aforesaid Mortgage, namely:

PARCEL I:

Beginning at a point in the EASTERLY side of Race Street at the NORTHWESTERLY corner of lot of land conveyed to John C. Newton by the Holyoke Water Power Company by deed dated June 20, 1865, and thence running

NORTHERLY on said Race Street, fifty-five (55) feet; thence

See Attached Affidavit

- EASTERLY at a right angle to said Race Street, one hundred eight (108) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide); thence
- SOUTHERLY on said center line of said alley and parallel with said Race Street, fifty-five (55) feet; thence
- WESTERLY along land conveyed to said Newton as aforesaid one hundred eight (108) feet to the place of beginning.

PARCEL II:

Beginning at the point of intersection of the northerly side of Appleton Street with the easterly side of Race Street; and thence running EASTERLY on said Appleton Street one hundred and eight (108) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide); thence running NORTHERLY on said center line of said alley and at a right angle to said Appleton Street one hundred and five (105) feet to land now or formerly of one Hayes; thence running WESTERLY at a right angle to the last described line one hundred and eight (108) feet to said Race Street; thence running SOUTHERLY on said Race Street one hundred and five (105) feet to the place of beginning.

Parcel III:

The land with the buildings thereon, in the City of Holyoke, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the southeasterly line of Race Street, which point is one hundred sixty (160) feet northeasterly from the northeasterly line of Appleton Street; and thence running

- SOUTHEASTERLY at an angle of ninety (90°) degrees with the southeasterly line of Race Street, along land now or formerly of American Electric Cable Co., a distance of one hundred (100) feet to the northwesterly line of a sixteen (16) foot alley; thence running in a straight line
- SOUTHEASTERLY a distance of eight feet (8) to the center line of said sixteen (16) foot alley; thence running

See Attached Affidavit

NORTHEASTERLY at a right angle to the last described line, along the center line of said sixteen (16') foot alley, a distance of forty three (43') feet to a point; thence running

NORTHWESTERLY at a right angle to the last described line a distance of eight feet (8') to the northwesterly line of said sixteen (16') foot alley; thence running in a straight line

NORTHWESTERLY a distance of one hundred (100') feet along other land of the grantors herein to a point in the southeasterly line of Race Street; thence running

SOUTHWESTERLY at a right angle to the last described line along the southeasterly line of Race Street, a distance of forty three (43') feet to the point of beginning.

Meaning and intending to convey the premises shown on "Plan of Land, Race Street, Holyoke, Mass, owned by R/L PROPERTY CORP. dated November, 1994 prepared by Smith Associates Surveyors, Inc. of East Longmeadow, Mass.", which Plan is recorded in the Hampden County Registry of Deeds in Book of Plans 294, Page 95.

Subject to and together with Party Wall Agreement as set forth in Instrument dated May 20, 1901 and recorded in the Hampden County Registry of Deeds at Book 645, Page 413, if applicable.

PARCEL IV

The land in Holyoke, Massachusetts bounded and described as follows:

Beginning at the point of intersection of the Southerly side of Cross Street with the Westerly side of Main Street; thence running

SOUTHERLY along Main Street forty-eight and 22/100 (48.22) feet to a point; thence running

WESTERLY and parallel with the Southerly side of Cross Street, one hundred eight (108) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide running from said Cross Street to Appleton Street); thence running

See Attached Affidavit

NORTHERLY along said center line of said alley twenty-nine and 77/100
(29.77) feet to said branch track of the Connecticut River
Railroad Company; thence running

NORTHEASTERLY along the Southerly side of said track, thirty-five and 06/100
(35.06) feet to said Cross Street; thence running

EASTERLY along said Cross Street, seventy-seven and 29/100 (77.29) feet
to the point of beginning.

Excepting from the foregoing conveyance so much thereof as is covered by the location of the branch track of the Connecticut River Railroad Company.

Subject to the usual restrictions regarding the City of Holyoke's alley ways.

Being the same premises conveyed by Deed of American Electric Cable Company, Inc. dated January 20, 2004 and recorded in the Hampden County Registry of Deeds in Book 13911, Page 506.

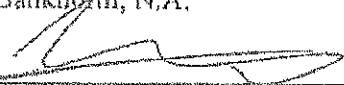
TO HAVE AND TO HOLD the same to the said Maraline Development Corp. and its heirs and assigns, to their own use and behoof forever.

See Attached Affidavit

IN WITNESS WHEREOF, the said TD Bank, N.A., successor in interest to TD Banknorth, N.A., has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Teall Gerrett, its Vice President and duly authorized representative, this 22 day of May, in the year two thousand and thirteen.

TD BANK, N.A.,
successor in interest to ...
TD Banknorth, N.A.

By:


Teall Gerrett, Vice President

STATE OF MAINE)
) ss.
COUNTY OF Cumberland)

On this 22 day of May, 2013, before me, the undersigned notary public, personally appeared Teall Gerrett, Vice President, and duly authorized representative of TD Bank, N.A., successor in interest to TD Banknorth, N.A., who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose and acknowledged the same to be his free act and deed and the free act and deed of TD Bank, N.A., successor in interest to TD Banknorth, N.A., as aforesaid.



Notary Public:

My Commission Expires:

ANDREW SMITH
Notary Public, Maine
My Commission Expires September 17, 2014

ORIGINAL

1620

NORTH END EDUCATIONAL DEVELOPMENT FUND

11-13 HAMPDEN ST.
SPRINGFIELD, MA 01103

69-19/110 MA
56516

DATE 11-19-13

PAY TO THE ORDER OF MARLINE DEVELOPMENT CORP. \$ 5,000.00

Five thousand xx/100 DOLLARS

Security Features on Back



ACH R/T 011000138

[Handwritten Signature]

FOR DEPOSIT ON OPTION CONTRACT



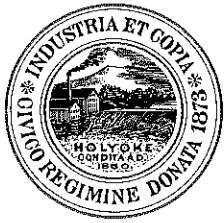
MP

**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: Debilitating Medical Condition Treatment Centers, Inc. Application # (if more than one): _____

Site	City/Town	County	Type of Support Attached
1	Holyoke	HAMPDEN	Support letter from Holyoke Mayor Alex B. Morse
2	Holyoke	HAMPDEN	Support letter from City of Holyoke Board of Health



MAYOR ALEX B. MORSE

CITY OF HOLYOKE

November 14, 2013

Debilitating Medical Condition Treatment Centers, Inc.
11-13 Hampden Street
Springfield, MA 01103

To whom it may concern:

I am writing this letter in support of the Phase II application for The Debilitating Medical Condition Treatment Centers, Inc. (DMC) to open a facility in the city of Holyoke. This project is to be located on Appleton Street in the city of Holyoke.

This proposed center will preserve, repair and upgrade the entire building to accommodate cultivation and processing operations. The center will also provide a safe, secure, discreet and educational dispensary where patients can privately learn treatment options.

The entire structure will have a state of the art security system. This will provide cameras, appropriate outside lighting and motion sensors. Should the center have a loss of power, a complete backup system will become operational.

This new tax paying non-profit will also have a positive impact on the economy of Holyoke and will provide new employment opportunities for Holyoke residents.

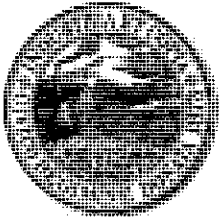
I also will name a designee from my office to serve on the Advisory Committee of DMC to ensure that I am kept aware of every step of renovation, operation and security and to allow me to provide for proper notification to public safety officials in our city and county.

I commend the Board Members Heriberto Flores, former Senate Minority Leader Brian Lees, Dr. Sam Mazza and Mary Frey for their continued interest in serving the health care, human service, governmental, low income and minority communities in our area.

Should you have any further questions or concerns, please feel free to contact me directly.

Sincerely,

Mayor Alex B. Morse



Mayor Alex B. Morse

City of Holyoke

ORIGINAL

Brian D. Fitzgerald, Director

Board of Health

November 19, 2013

Debilitating Medical Condition Treatment Centers, Inc. (DMC)
11-13 Hampden Street
Springfield, MA 01103

To Whom It May Concern:

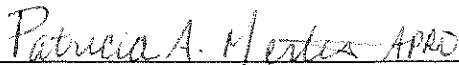
The City of Holyoke Board of Health (BOH) wishes to express it's unanimous support for the Debilitating Medical Condition Treatment Centers, Inc. (DMC) Phase II application to open and operate a facility in Holyoke.


The BOH is confident DMC is dedicated to enhancing the quality of life for patients by providing affordable, quality marijuana infused products for individuals with debilitating medical conditions. This product will only be provided with a qualified medical doctor's prescription.

The facility will be a safe and secure location for patients to receive the products and pertinent education. The chosen location will support the enhancement of the downtown area. DMC is aware that the BOH will be drafting regulations to require an operating permit and allow for regular sanitation inspections. Therefore, the BOH supports DMC Phase II application to operate a facility here in the City of Holyoke.

Thank you for your time and attention to this important health matter. Please feel free to contact us if you have any questions or concerns.

Sincerely,


Patricia A. Mertes, APRN, Vice-Chair


Robert S. Mausel, MD, Clerk

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: Debitlating Medical Condition Treatment Centers, Inc. Application # (if more than one): _____

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing 181 Appleton Street Holyoke, MA	Option to Purchase or Lease Real Estate	Support letters from Holyoke Mayor Alex B. Morse & City of Holyoke Board of Health
2	Cultivation 181 Appleton Street Holyoke, MA	Option to Purchase or Lease Real Estate	Support letters from Holyoke Mayor Alex B. Morse & City of Holyoke Board of Health
3	Processing 181 Appleton Street Holyoke, MA	Option to Purchase or Lease Real Estate	Support letters from Holyoke Mayor Alex B. Morse & City of Holyoke Board of Health

**RMD ORGANIZATIONAL CHART
(Exhibit 6.1)**

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

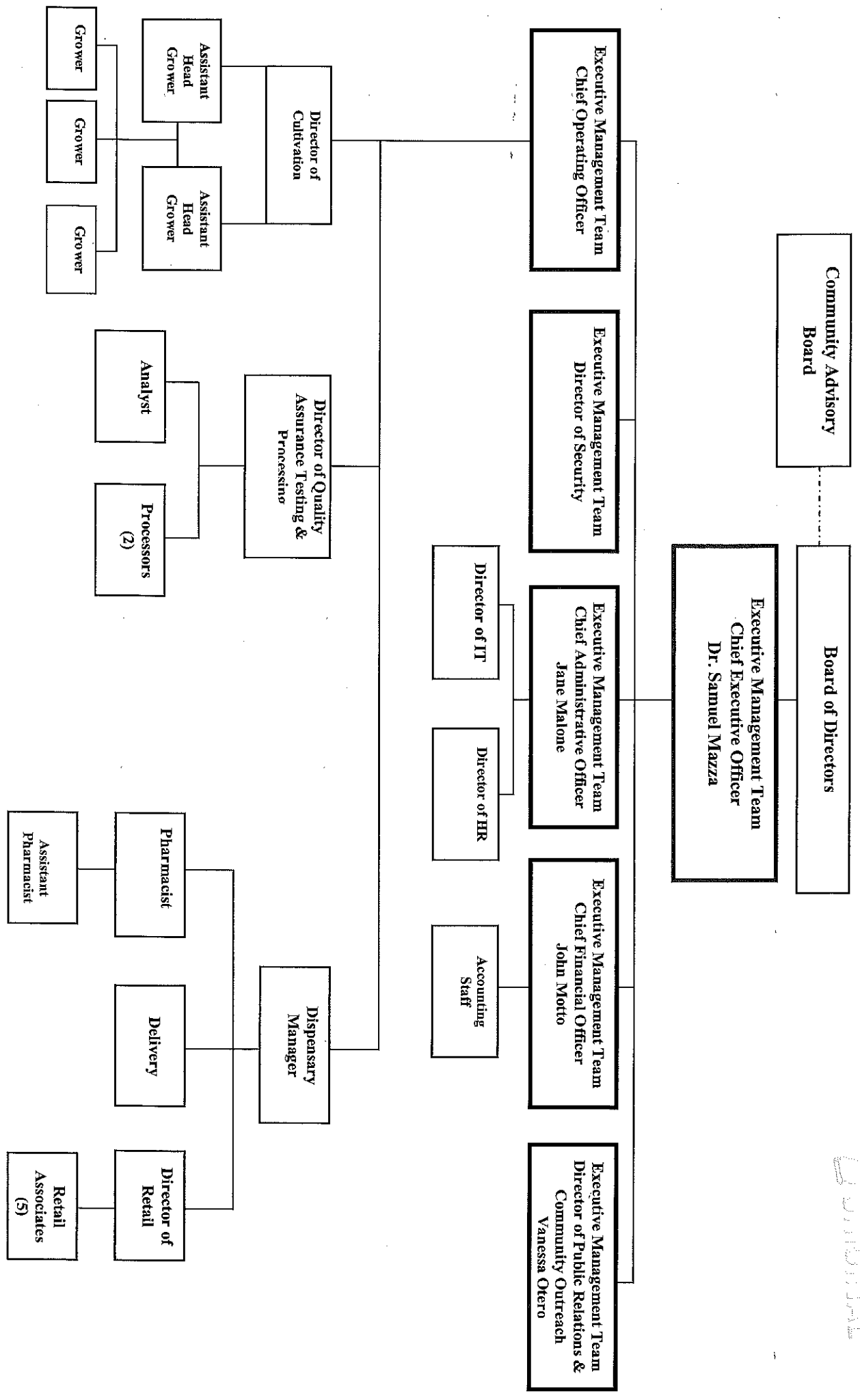
Corporation Name: ___Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one): _____

Attach organizational chart.

Debilitating Medical Condition Treatment Centers, Inc.

20160324



**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: Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.

ORIGINAL

iCORI

Commonwealth of Massachusetts
Department of Criminal Justice Information Services

iCORI Account Activation

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

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

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

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

Account Details

Username: **DMCTC**

Activation Code: [REDACTED]

Organization ID: [REDACTED]

[Log in to iCORI](#)

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

https://icori.chs.state.ma.us/icori/direct/login/login.action?_p=%3D%3FUTF-8%3FB%3FYWN0aXZhdGlvbkNvZGU9M3Q2a3ZzUTVJVFkzJm9yZ2FuaXphdGlvbkFjY291bnRjZERpc3BsYXk9REVCTUExMy0wMzU2MQ%3D%3D%3F%3D



iCORI
Commonwealth of Massachusetts
Department of Criminal Justice Information Services

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

[Home](#)

[Add Request](#)

[View CORI Results](#)

[Manage Account](#)

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

Home

Congratulations - You have successfully created and activated your iCORI account.

Greetings, Mielowski

You have logged in to the iCORI service. As a CORI Representative you have the ability to:

- Submit CORI requests
- View CORI results
- Maintain account registration information, including organization contact information
- Add, update and delete CORI representative and user accounts for the organization

If you have questions about using this service, please e-mail us at iCORI.INFO@state.ma.us, or call the Constituent Assistance and Research Unit at 617-660-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

The DCJIS makes every effort to ensure the accuracy and completeness of the information provided through the iCORI service. Neither the DCJIS nor the Criminal Record Review Board (CRRB) shall be liable in any civil or criminal action by reason of any CORI or self-audit report that is disseminated by the DCJIS or the CRRB, including any information that is false, inaccurate, or incorrect, because it was erroneously entered by the court or the Office of the Commissioner of Probation.

**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	
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: Debilitating Medical Condition Treatment Centers, Inc. Application # (if more than one): _____

Key Benchmarks ⁱ	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Provisional Certificate	1/31/2014	CEO	High	August 1, 2014
Obtain building permit from City of Holyoke	2/28/2014	CEO	High	
Cultivating Build-out				
Rough Construction	3/14/2014	COO	High	
HVAC Installation	3/21/2014	COO	High	
Electric Installation	3/28/2014	COO	High	
Equipment Installation	04/05/2014	Director of Cultivation	High	
Mass DPH Inspection	04/07/2014	CEO	High	
Dispensary Build-out	06/30/2014	COO	High	
Security Installation				
Exterior Installation	03/14/2014	Director of Security	High	
Cultivating Installation	04/05/2014	Director of Security	High	
Dispensary Installation	06/30/2014	Director of Security	Low	
Final Mass DPH Inspection	07/02/2014	Executive Director	High	
Staffing	Various	CAO	High	

Cultivating Plan					
Germinate Seeds		04/10/2014	Director of Cultivation	High	
Vegetate Plants		04/25/2014	Director of Cultivation	High	
Flower Plants		07/07/2014	Director of Cultivation	High	
Cure Marijuana		07/17/2014	Director of Cultivation	High	
Process & Packaging					
Package Marijuana		07/19/2014	Director of Retail	Low	
Produce MIPs		08/01/2014	Director of Retail	Low	
Open Dispensary		08/01/2014	Executive Director	High	

Insert 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: _Debilitating Medical Condition Treatment Centers, Inc.

Application # (if more than one):_____

Attach sliding price scale.

ORIGINAL

SLIDING FEE SCALE BASED ON VERIFIED ANNUAL INCOME

SLIDING SCALE	No Cost -Minimum Processing Fee	15% of full cost	25% of full cost	40% of full cost	60% of full cost	80% of full cost	100% of cost
Family Unit Size	100% Federal Poverty Level (FPL) or below	133% of FPL	166% of FPL	200% of FPL	250% of FPL	300% of FPL	over 300% of FPL
1	\$11,490	\$15,282	\$19,073	\$22,980	\$28,725	\$34,470	> \$34,470
2	\$15,510	\$20,628	\$25,747	\$31,020	\$38,775	\$46,530	> \$46,530
3	\$19,530	\$25,975	\$32,420	\$39,060	\$48,825	\$58,590	> \$58,590
4	\$23,550	\$31,322	\$39,093	\$47,100	\$58,875	\$70,650	> \$70,650
5	\$27,570	\$36,668	\$45,766	\$55,140	\$68,925	\$82,710	> \$82,710
6	\$31,590	\$42,015	\$52,439	\$63,180	\$78,975	\$94,770	> \$94,770
7	\$35,610	\$47,361	\$59,113	\$71,220	\$89,025	\$106,830	> \$106,830
8	\$39,630	\$52,708	\$65,786	\$79,260	\$99,075	\$118,890	> \$118,890
EXAMPLE of \$75 full cost and what patient will pay based on their income	\$5.00	\$11.25	\$18.75	\$30.00	\$45.00	\$60.00	\$75.00

SOURCE: 2013 DHHS Federal Poverty Level (<https://www.federalregister.gov/articles/2013/01/24/2013-01422/annual-update-of-the-hhs-poverty-guidelines>)

NOTE: The 2013 federal poverty guideline increases by \$4,020 for each additional family member.

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: [Heriberto] **Last Name:** [Flores]

Title: [President]

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

