

 ORIGINAL

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

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

	Name	Role within the Corporation
1	Fotis Loulourgas	President/CEO
2	William Sullivan	Treasurer/Clerk/CFO
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): [G2 New England Inc]

Website URL (if applicable): [www.g2ne.org]

Address:
[233 Needham Street]

[Suite 300]

City: [Newton] State: [MA] Zip: [02464]

CEO (Chief Executive Officer)/Executive Director (ED)
First Name: [Fotis] Last Name: [Loulourgas]

FEIN: 

Contact Person

First Name: [Fotis] Last Name: [Loulourgas]

Title: [President/CEO]

Telephone: (617) 420-0123 FAX: (617) 454-1121 E-Mail: [frank.loulourgas@g2ne.org]

Contact Person Address (if different):

[]

[]

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

Authorized Signature

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

Background Check Authorization

The Department will conduct a background check on:

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

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

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

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

Application Fee

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

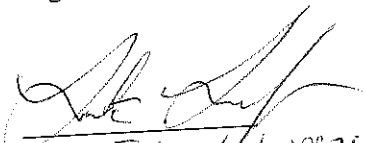
\$30,000 bank/cashier's check attached.

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

Required Signatures

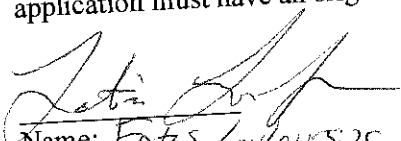
Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.

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


 Name: Fotis Loulouros
 Title: President / CEO

11/20/13
 Date

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


 Name: Fotis Loulouros
 Title: President / CEO

11/20/13
 Date



ORIGINAL

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.

[G2 New England Inc. April 29, 2013]

1.2 Describe the organization's mission and vision.

[G2 New England Inc. (G2NE) is a nonprofit, nonpartisan organization whose mission is to develop and provide medical marijuana, marijuana infused products, and related health-based consulting services to

 ORIGINAL

qualifying registered patients throughout Massachusetts. Our goal is to help the Commonwealth's patients treat medical conditions and alleviate pain, while operating in full accordance with the laws and regulations of the Commonwealth of Massachusetts.

G2NE will take a comprehensive approach to addressing every operational and safety aspect that pertains to a medical marijuana business. All products will be vigorously tested on an ongoing basis to ensure quality, accuracy, and safety. In order to minimize environmental impact, only organic farming techniques and, whenever feasible, sustainable energy resources will be used.

G2NE is committed to becoming an integral part of the community and forming a positive relationship with all local businesses and law making entities. In addition to hiring Massachusetts based workers, G2NE will regularly contribute educational and financial resources to institutions and charities.

The Mission and Vision has been slightly changed since Phase 1 to be more succinct.]

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)

 ORIGINAL

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 Executive Management Team of G2 New England Inc is made up of a diverse group of Massachusetts natives and residents who offer exceptionally strong backgrounds and experience successfully leading both non-profit and for-profit organizations.

Fotis Loulourgas, President and CEO of G2 New England Inc, is the founder and owner of Fotis Networks LLC. His for-profit company provides Information Technology design, installation and security services as a subcontractor to the U.S. Department of Defense. Fotis Networks LLC currently employs fifteen (15) IT Engineers in addition to himself. He has established a reputation within the U.S. military for providing high quality work and dependable security solutions. His experience working in strict compliancy-laden environments will lend knowledge and expertise to working with the DPH and other state agencies. Mr. Loulourgas is a veteran of the U.S. Marine Corps and recipient of several awards earned during Operation Desert Shield. Fotis Networks is designated as a Veteran Owned Small Business (VOSB) and is ISO 9001 registered.

Mr. Loulourgas is also the Founder and President of The Education Collaborative of Massachusetts (ECMA), a 501(c)(3) non-profit organization established to provide technical training and financial assistance to veterans returning from foreign wars. Additionally, ECMA provides technical training and wellness programs to underprivileged youth.

William Sullivan, Treasurer and CFO of G2 New England Inc, brings both municipal and non-profit executive management experience in Massachusetts to the group.

As the Assistant Superintendent of Schools for the Needham and Brookline public schools, he developed and oversaw school budgets ranging from \$11 million to \$18 million, maintenance and repairs of all school buildings, Human Resources and bus transportation. In addition he chaired school building committees.

Mr. Sullivan was CFO of the following nonprofits: Cardinal Cushing School in Hanover and Braintree, Farr Academy in Cambridge, Bromley-Heath Tenant Management Corporation in Jamaica Plain and Casa Myrna Vasquez in the South End of Boston. He was responsible for developing and overseeing the budgets, state contracts, payroll, human resources, audits, and all federal and state reporting.

 ORIGINAL

Mr. Sullivan was the Executive Director of the following non-profits: P.R.I.D.E. Inc in Taunton, and R.O.W. Associates Inc. in Avon. He was responsible for the entire operation of both non-profits. At these organizations he developed, in conjunction with the Massachusetts Department of Public Health, adult day habilitation programs for seniors with developmental disabilities. These programs were extremely successful both programmatically and financially and enabled the seniors involved to remain at home. Mr. Sullivan's experience running successful non-profit organizations will translate directly into managing this non-profit and its relationship with the Department of Public Health.

Christopher Campbell, Vice President and COO of G2 New England Inc, is the co-founder and owner of two businesses: Techworks Solutions and Inventech LLC.

As the co-owner of Techworks Solutions, Christopher Campbell developed specialized computer automation systems aimed at streamlining repetitive tasks, improving customer service, and reducing excess waste. He implemented Electronic Medical Records (EMR) systems to help medical offices streamline their practices and aid in HIPAA security compliance. He also delivered and maintained a variety of IT systems including POS, CCTV, EMR, modality imaging, and medical billing systems.

As the owner of Inventech LLC, he is focused on bringing new technologies to market in the areas of lighting and irrigation. Christopher's engineering expertise and refined product lifecycle development will be applied to the automation of G2 New England Inc's facilities.

Vasilios Viores, Director of Cultivation of G2 New England Inc, is the founder and co-owner of Rainbow Collective, a successful RMD and non-profit organization in Arizona. As the owner, Mr. Viores manages the day-to-day operations of the cultivation center and the dispensary. He insures that the RMD is compliant with all applicable state and local laws and regulations. His proven past performance operating an RMD will lend to the successful day-to-day operations of G2 New England Inc.

Vasilios is also the owner of a management and consulting firm, HFB Management, dedicated to establishing and maintaining medical marijuana dispensaries and licensed cultivation facilities. HFB Management specializes in cultivation techniques for improving efficiency including methods for maximizing product yield, obtaining the ideal cannabinoid ratios for specialty medical needs and teaching business practices to Registered Medical Marijuana dispensaries within Arizona state guidelines.

Matthew Campbell, Director of Facilities for G2 New England Inc, was a managing partner of Campbell & Company LLC, as well as co-founder and co-owner of Techworks Solutions.

Matthew Campbell was a key partner of Campbell & Company, LLC, which is a design-build construction company. He was responsible for streamlining business processes, overseeing construction activities, resolving site issues, and maintaining building code compliance. He significantly improved billing accuracy and lowered company risk.

As the co-owner of Techworks Solutions, Matthew designed complex infrastructure solutions for customer data centers and implemented disaster recovery systems. He designed and implemented security and physical access control systems including video surveillance, proximity card readers and computerized access control software.

His expert experience with continuity planning, technical documentation, process management, and infrastructure design will translate directly to his role as Director of Facilities. Matthew's expert knowledge of

 ORIGINAL

construction regulations and building codes will ensure that G2 New England Inc's facilities are compliant with all state and local regulations, codes and ordinances.

Maria Manso, Director of Dispensary and Health Services, is a highly-skilled and experienced Critical Care Transport Specialist who was responsible for day-to-day operations with ALS and BLS Ambulances within all towns and stations at American Medical Response in Massachusetts. As the OSHA Safety Officer and Compliance Manager for Vertical Unlimited, she was responsible for on and off-site safety to all employees and other subcontractors. During her five-year tenure, she maintained a record of zero safety incidents.

For the past two years, Ms. Manso has held the position of Director of Operations for Sail Marblehead, Inc. – a 501(c)(3) non-profit organization. As part of her duties, Ms. Manso ensures maximum student enrollment and coordinates all safety and training programs.

Ms. Manso has been an avid activist in support of Women Owned Small Businesses (WOSB) throughout Massachusetts and is a member of several organizations providing education and guidance for women in Executive Management roles.

Her combined experience in the Massachusetts medical industry and non-profit organizations falls directly in line with the mission of G2 New England Inc.

Deborah Tharp, Director of HR & Payroll, although an experienced human resource director has no experience in running a non-profit organization or other business, but has a record of strong leadership in her field.

George Manso, Director of IT although highly-skilled in IT systems and security, has no experience in running a non-profit organization. However, Mr. Manso has provided IT support services to several Massachusetts based non-profits throughout the last 5 years.]

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.

[Maria Manso, Director of Dispensary and Health Services, has had a career in the healthcare industry for over 25 years. She has worked in hospital Emergency Rooms, Operating Rooms, ICU/CCU's and a Cardiac Catheter Lab. Her patient care skills are recognized by most of the physicians, nurses, and colleagues she has worked with as being exemplary.

Ms. Manso worked in the Newton-Wellesley Hospital emergency room for 18 years. Her responsibilities were all patient care related, including initial patient evaluations, EKGs, Phlebotomy, Intravenous Therapy, and Lab tests. Ms. Manso has also worked for many years as a Paramedic Supervisor and holds several related certifications, including Critical Care Transport Specialist, Advanced Cardiac Life Support, Pediatric Cardiac Life Support, Neonatal Cardiac Life Support, Advanced Trauma Life Support, and Nationally Registered Paramedic. After many years of working as a 911 Rescue Paramedic, Maria became certified through the University of Maryland's Critical Care Program. Following her certification, she became a member of AMR's Critical Care Transport Team. The team functioned at the level of ICU/CCU Intensivist, under the direction of the Medical Control Officer. Maria worked on this team for 8 years. Known for her outstanding diagnosis and treatment skills with critically-injured patients, Ms. Manso was recruited by Boston Med Flight to work as a fulltime flight rescue Paramedic.

In addition to her healthcare and patient care experience, Ms. Manso has also worked as a safety officer in the construction industry. She has first responder and CPR certifications, along with a tower rescue and safety certification. She has spent over 7 years teaching workplace safety and first aid to employees in the construction industry, hospitals, medical clinics, and the restaurant industry. Ms. Manso has spent several years as an educator teaching EMT and Paramedic classes, including Advanced Cardiac Life Support, Pediatric and Neonatal Cardiac Life Support, Basic Life Support and CPR. Ms. Manso has received several accolades and recognitions by the Ambulance Service, the Massachusetts State Police, the Commonwealth of Massachusetts, and the Newton Fire Department for extraordinary efforts and lifesaving maneuvers in extremely critical situations.

Vasilios Viores, Director of Cultivation, is a Boston-born entrepreneur at the forefront of the medical cannabis industry in the state of Arizona since its inception. Vasilios founded the Rainbow Collective in Arizona when he was granted licenses to operate two state registered non-profit marijuana dispensaries. Vasilios has been the department lead for all cultivation, processing, retail, and backend financial related aspects of the operations since the organization's conception. Compliance with the strict laws and regulations imposed by the state of Arizona was a "learn as you go situation" for Vasilios.

With a track record of success and real world experience in the medical marijuana industry, Vasilios' ability to overcome the challenges and the lessons he has learned along the way are being leveraged to aid G2 New England Inc through their application and startup process. Vasilios is considered a "master grower" and brings ample cannabis cultivation, and processing experience to G2NE. His expertise within the medical marijuana industry as a whole is comprehensive and in-depth, allowing for a complete understanding of the culture, mentality of patients, and business relationships needed for success in this new and emerging industry.

Additionally, over the past 2 years Vasilios has founded and directed a new kind of medical marijuana business management entity. HFB Management is a consulting and full service management operation that assists with the streamlining of daily business operations at other medical marijuana dispensaries as well as the establishment of new dispensaries in the state of Arizona.

The rest of our Executive Team has experience with compliance and business management that is not specific to Health Care or Medical Marijuana.]

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.

[The Executive Management Team of G2 New England Inc is made up of a diverse group of Massachusetts natives and residents with strong experience managing and maintaining operating budgets.

Fotis Loulourgas, President and CEO, and William Sullivan, Treasurer and CFO, are the Executive Management Team members who will be responsible for the financial management and oversight of the organization. However, this will be primary responsibility of Mr. Sullivan.

Fotis Loulourgas, President and CEO of G2 New England Inc, is the founder and sole owner of Fotis Networks LLC. His for-profit company provides Information Technology (IT) design, installation and security services as a subcontractor to the Department of Defense. Mr. Loulourgas, who is a true entrepreneur, increased the revenue of Fotis Networks LLC from \$200,000 in 2009 to \$2,950,000 in 2013. Fotis Networks LLC currently employs fifteen (15) IT Engineers in addition to himself.

 ORIGINAL

Mr. Loulourgas has grown revenues consistently since his company's inception, while continuing to reduce overhead costs. In the last two years, net profits have exceeded estimations and have averaged 12% per year. The overhead budget for 2013 was estimated at \$1.6 million, yet the company is on track to beat overhead budget expectations by 27% due to efficient management strategies.

William Sullivan, Treasurer and CFO of G2 New England Inc, brings both municipal and non-profit executive management experience.

As the Assistant Superintendent of Schools for the Needham and Brookline public schools, he developed and oversaw the school budgets ranging from \$11 million to \$18 million, maintenance and repairs of all school buildings, Human Resources and busing. In addition, he chaired school building committees.

Mr. Sullivan was CFO of the following nonprofits: Cardinal Cushing School in Hanover and Braintree [\$12 million budget], Farr Academy in Cambridge [\$2 million budget], Bromley-Heath Tenant Management Corporation in Jamaica Plain [\$5 million budget], and Casa Myrna Vasquez in the South End of Boston [\$3 million budget]. He was responsible for developing and overseeing the budgets, state contracts, payroll, human resources, audits, and all federal and state reporting.

Mr. Sullivan was the Executive Director of the following nonprofits: P.R.I.D.E. Inc in Taunton [\$3 million budget] and G.R.O.W. Associates, Inc. in Avon [\$2 million budget]. He was responsible for the entire operations of these two non-profits.

Christopher Campbell, Vice President and COO of G2 New England Inc, is the founder and owner of two businesses: Techworks Solutions [\$500,000 budget] and Inventech LLC [\$250,000 budget].

As the co-owner of Techworks Solutions, Christopher Campbell developed specialized computer automation systems aimed at streamlining repetitive tasks, improving customer service related issues and reducing excess waste. He implemented Electronic Medical Records (EMR) systems to help medical offices streamline their practices and aid in HIPAA security compliance. He designed and implemented security and physical access control systems including video surveillance, proximity readers and computerized control with management software. He delivered and maintained a variety of IT systems including POS, CCTV, EMR, modality imaging, and medical billing systems.

As the owner of Inventech LLC, he is focused on bringing new technologies to market in lighting and irrigation. Christopher's engineering expertise and refined product lifecycle development will be applied to the automation of G2 New England Inc's facilities.

Vasilios Viores, the Director of Cultivation of G2 New England Inc, is the founder and co-owner of Rainbow Collective, a successful RMD and non-profit enterprise in Gilbert, AZ. The annual gross revenues are currently \$8 million. As the owner, Mr. Viores manages the day-to-day operations of the growth and cultivation center and the dispensary. He insures that the RMD is successful while meeting all applicable laws and regulations in the state of Arizona. His proven past performance operating an RMD will lend to the successful day-to-day operations of G2NE.

Matthew Campbell, Director of Facilities for G2 New England Inc, was a managing partner of Campbell & Company, LLC [\$2 million budget] and founder and co-owner of Techworks Solutions [\$500,000 budget].

Matthew Campbell was a key partner of Campbell & Company, LLC, which is a design-build construction company. He was responsible for stream-lining business processes, overseeing construction activities, and resolving site issues as well as maintaining building code compliance. He significantly improved billing accuracy and lowered company risk by 35%.

As the co-owner of Techworks Solutions, Matthew Campbell developed specialized computer automation systems aimed at streamlining repetitive tasks, improving customer service related issues and reducing excess waste. Mr. Campbell implemented Electronic Medical Records (EMR) systems to help medical offices streamline their practices and aid in HIPAA security compliance.

Matthew's expert knowledge of construction regulations and building codes will ensure that G2NE's facility is compliant with all state and federal regulations.

Maria Manso, Director of Dispensary & Health Services, is a highly-skilled and experienced Critical Care Transport Specialist who was responsible for day to day operations with ALS and BLS Ambulances within all towns and stations at American Medical Response. As the OSHA Safety Officer and Compliance Manager for Vertical Unlimited, she was responsible for on and off-site safety to all employees and other subcontractors. During her five-year tenure, she maintained a record of zero safety incidents.

For the past two years, Ms. Manso has held the position of Director of Operations for Sail Marblehead Inc. – a 501(c)(3) non-profit organization. As part of her duties, Ms. Manso ensures maximum student enrollment and coordinated safety and training programs.

Her combined experience in the Massachusetts medical industry and non-profit organizations falls directly in line with the mission of G2 New England, Inc.

Deborah Tharp, Director of HR & Payroll, although an experienced human resource director, has no experience in running a non-profit organization or other business.

George Manso, Director of IT, although highly skilled in IT systems and security, has no experience in running a non-profit organization or other business.]

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.

[William Sullivan, Treasurer and CFO

As an Assistant Superintendent of Schools and CFO/Executive Director of non-profits, Mr. Sullivan has managed both routine and extraordinary financial corrective action measures as the result of operational reviews.

Some of the routine corrective actions included reallocating staff from one department to another while decreasing the overall number of staff through attrition or layoff. In some instances, the cost-of-goods had to be reanalyzed, less expensive materials had to be utilized, or another suppliers had to be sourced. In other instances, expenses had to be reduced or payables had to be put on hold. Mr. Sullivan understands that running a business requires continually monitoring expenses and revenues and making operational adjustments.

There were two extraordinary instances in which financial corrective actions had to be taken by Mr. Sullivan as the result of operational reviews. The first example was when Mr. Sullivan began as the Deputy Director of Finance at Bromley-Heath Tenant Management, a HUD development. There was \$500 in the



ORIGINAL

bank, a payroll of \$35,000 due in five days, and outstanding utility bills of \$980,000. A monthly payment of \$90,000 from HUD through the Boston Housing Authority was not due for another 9 days.

Mr. Sullivan immediately met with the Board of Directors and the Executive Director, called his counterpart at the Boston Housing Authority and met with Boston Edison, the Boston Water Department and Bay State Gas. They collectively reviewed the budget based upon which the HUD payments were based. He found that when Bromley-Heath converted from oil to gas the prior year, the total annual budget amount had been miscalculated and was short by \$1.2 million. After proving this discrepancy to the Boston Housing Authority and to HUD in Washington D.C., he was able to get the budget increased, get an emergency advance from HUD, and work out a six-month payment plan with the three utilities. When Mr. Sullivan left Bromley-Heath two years later there was over \$500,000 in reserve.

Another example was when Mr. Sullivan assumed the role of Assistant Superintendent of Schools in Brookline. He found \$1 million of unpaid bills from the prior fiscal year in the right-hand drawer of his desk. A municipality may not pay prior year's bills from the current fiscal year without Town Meeting's approval. Mr. Sullivan worked with the Superintendent of Schools and the School Committee to develop a plan of action. He met with the Town Comptroller and Town Manager, with whom the school department had a very bad relationship. Together with the Town Comptroller, Mr. Sullivan was able to develop the following course of action: the Town Comptroller met with the Department of Revenue and received permission to allow the free cash to fall into the negative, Mr. Sullivan reviewed and put a freeze on all non-essential school expenses, and the Selectmen called a special town meeting. Mr. Sullivan saved \$320,000 by putting a freeze on spending and the Town Meeting approved \$680,000 in additional spending by increasing the taxes for one year.

Fotis Loulourgas, President and CEO

As the owner of Fotis Networks LLC, Mr. Loulourgas routinely manages financial corrective action measures as the result of operational reviews.

During this past year several of the major projects were reduced due to Government sequestration and the simultaneous completion of a major multi-year project. Due to these reductions, the number of contract hours declined for a few months over the summer.

After reviewing the financial position of his company with his CFO, William Sullivan, Mr. Loulourgas took immediate action. He calculated the amount of reserve funds available and how long he could pay his employees and cover the fixed costs. He sublet a section of the office space in order to offset some of the monthly rent, he returned the company car and he cut the hours of some of the subcontractors. These actions allowed him to work through the down period while aggressively pursuing and securing additional contracts. By tirelessly working evenings and weekends and making educated decisions about the industry, Mr. Loulourgas got Fotis Networks back on track financially and not only ensured another profitable year, but poised the company for additional growth.

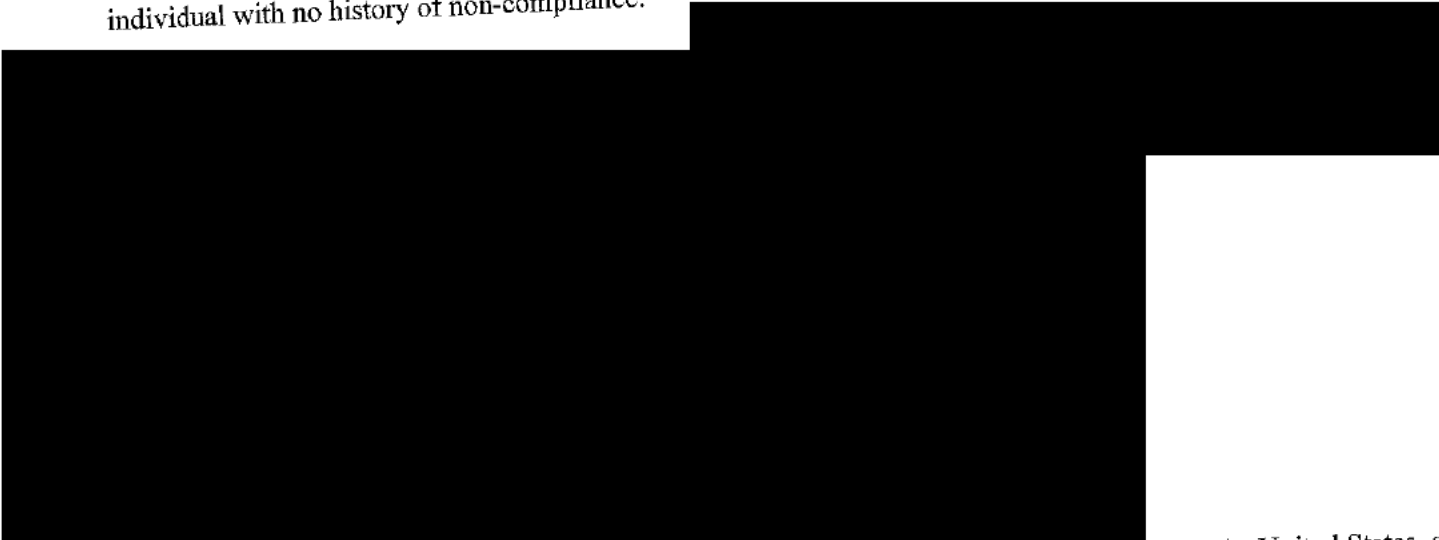
Vasilios Viores, Director of Cultivation

Vasilios Viores is the founder and owner of Rainbow Collective, a successful RMD in Gilbert, AZ. When the RMD first began operations, Mr. Viores had to methodically add to staff to balance the total payroll cost and production costs with revenues. He then monitored the day-to-day operations to ensure the RMD's success.

Matthew Campbell, Christopher Campbell, Maria Manso, Deborah Tharp and George Manso have experience managing financial corrective actions on small projects or at a department level but limited experience on managing financial corrective actions at a company-wide level.]

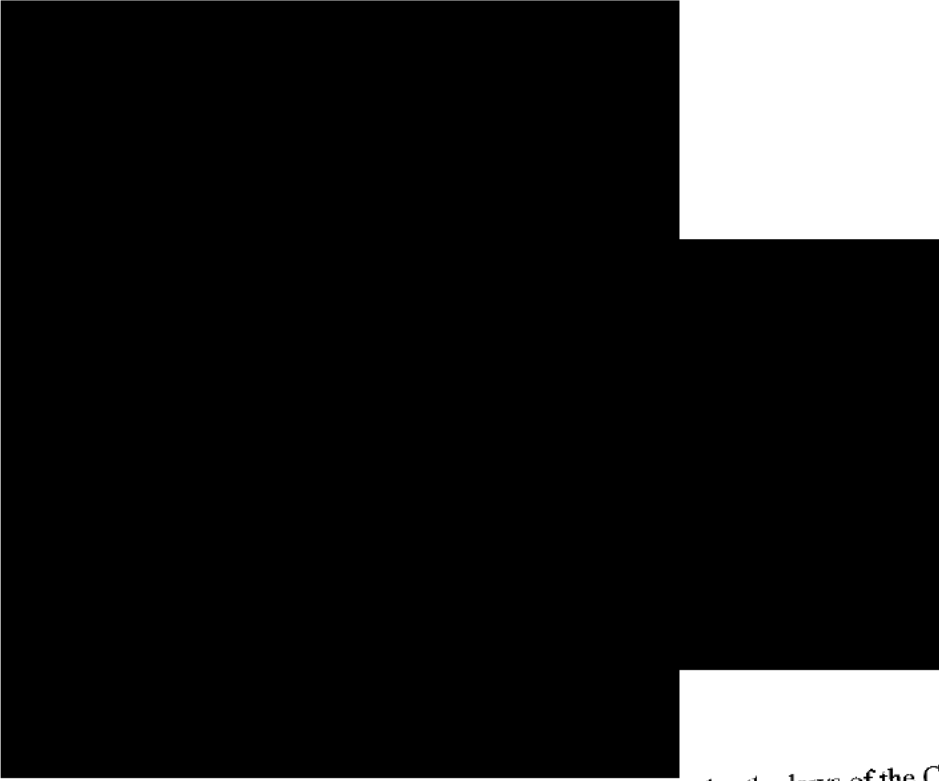
3. Applicant's Evidence of Suitability

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.

 ORIGINAL



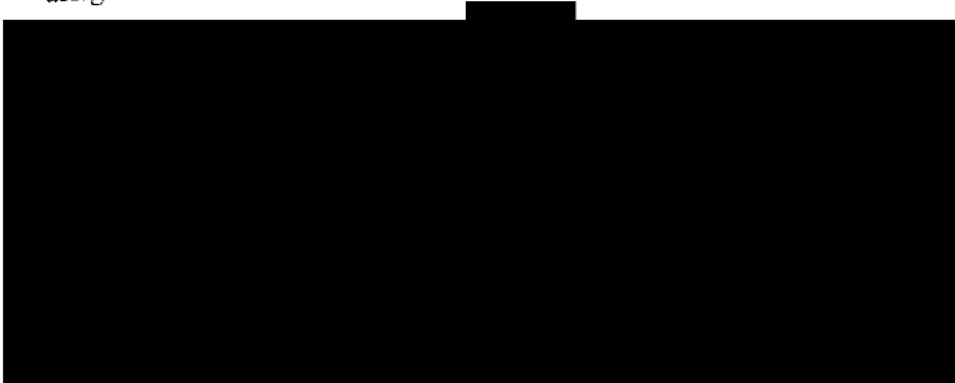
3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but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

[G2NE is proposing its cultivation, processing and dispensing facility be located in the same physical structure, therefore capital expenses listed below pertain to all 3 business functions.

Upon issuance of a provisional license by the Department of Public Health, G2NE will initiate the following build-out steps before the end of March, 2014:

- Hire an architectural firm experienced with medical facilities and/or dispensaries that will begin preparing the plans for the cultivation site, processing area, and dispensary. The estimated cost for the architect and plans is \$25,000.

- Finalize the IT and telephony system designs. The estimated cost of the IT hardware including PCs, printers, scanners and phones is \$16,250.
- Hire a security firm experienced with medical facilities and/or dispensaries to begin preparing security plans for the cultivation site, processing area, bakery and dispensary. The estimated cost of the consultant is 15,000.
- Work with the Town of Stoughton as the plans and systems are developed. The plans will be submitted to the Department of Public Health and the Town of Stoughton for review, either on an ongoing basis as they are developed or as soon as they are completed, however instructed.

Physical building modifications will begin as soon as the Town Meeting Warrant Article is finalized and published by the Town of Stoughton. This is pursuant upon approval of the final architectural drawings by the town's building department, Board of Health, and Department of Public Health,

The estimated initial build-out costs are \$400,000, all inclusive. Initial build-out consists of physical construction, HVAC equipment, environmental controls, plumbing, electrical, and patient access facilities. Costs for security system hardware and software are estimated to be \$25,000. Alarm systems will be tied directly into the local fire and police departments. The costs of two-tier hydroponic grow equipment, grow lights and all items necessary to cultivate and process the medical marijuana are estimated to be \$350,000.

Within 2 - 3 days after the Stoughton Annual Town Meeting approves the zoning laws, G2 New England Inc. will apply for a Special Permit to operate an RMD in Stoughton. After this Special Permit is granted, G2 New England Inc. will apply for building permits from the Town of Stoughton. All cultivation and processing equipment, security hardware, IT hardware and equipment and all other furnishing will be ordered at this time. Office and dispensary furnishings are budgeted at \$15,000.

As soon as the build-out is complete, G2NE will seek final approval from the Department of Public Health and the town's Board of Health. An occupancy permit will be sought from the town with sign off from the fire department and town building inspector.]

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.

[In preparing a one-year operating budget, we anticipate the moratorium in Stoughton, MA will end at the Annual Town Meeting in May 2014 with the passage of specific zoning laws related to medical marijuana. All anticipated start-up costs incurred during April through September 2014 will be footnoted as part of the operating budget for the first year that the dispensary is open, October 1, 2014 through September 30, 2015.

Estimated patient numbers are based on data indicating that 7.7 per one thousand individuals, or .77 % of the total population nationwide require medical marijuana for legitimate medical purposes. Based upon that estimate and area population and demographic information, we anticipate approximately 700 patients by June 30, 2015. G2NE anticipates this number will steadily increase over the first three years of operation as physicians begin actively prescribing marijuana as medicine.

To limit its initial costs and reduce its startup timeline, G2NE does not intend to invest in real-estate assets, limiting its depreciation expenses. Initially the cultivation area, processing area and dispensary will be located in one building in Stoughton, MA. The cultivation and processing area will begin at approximately 10,690 sq. ft. and is expected to expand within the first two years into 20,000 - 30,000 sq. ft. The building

...sily allows for expansion from the original 11,000 sq. ft. to a total of 41,000 sq. ft. as needed. In meetings with the owner of the property he agreed to make the total space available as needed. The rent for years one through three is \$74,830 annually. All build-out costs, estimated at \$400,000, will be financed and depreciated over five years.

The building is already fully equipped with solar power, an available well to provide water for grow operations, and a septic system at the location. These options will significantly reduce the cost of electricity, water and sewage. The Town of Stoughton has stated they appreciate the fact that we will not be drawing the majority of our water from the public water supply and that we will not be using their main sewage system for our discharge. Utilities are budgeted at \$78,500 for the first 12 months.

All hardware and equipment will be financed over 2 to 3 years, spreading out the depreciation expenses over that time frame. Depreciation expenses which include hardware, equipment and build out costs are estimated to be \$440,117 during the first year of operations. Most of the employees whose services will be required during the start-up phase of the operation have been identified and a commitment of employment has been received. G2NE will hire employees on a gradual basis as soon as DPH awards a final license. G2NE expects to have 30 full time equivalent employees by the end of September, 2015.

During the first year of operation (FY2015), the CEO, COO, CFO, Director of Facilities, Director of Dispensary and Health Services and Director of IT will be paid 45%-55% of their agreed upon annual salaries. This adjustment will be reviewed monthly beginning July 1, 2015. When the reserves of G2NE are at least \$500,000, the salaries of these employees will be increased to 100%. The lowest salaries paid will be higher than the "Living Wage" calculated by the City of Boston with the minimum hourly wage beginning at \$15.00 per hour. All employees, both full-time and part-time, will be eligible for health and dental insurance. A 401k program will also be offered. G2NE estimates that total salaries, benefits, and administration costs will total approximately \$1.9 million for the year of operations.

G2NE will generate an estimated \$5.9 million in revenue during the first full year of operation through the sale of medicinal marijuana, MIPs, and related accessories if the approximated patient count is accurate. The revenue breakdown is expected to be 65% medical marijuana, 34% MIPs, and 1% from ingestion devices and related accessories. Included in the budget is a Compassionate Care Discount Program with an anticipated reduction in revenue of approximately ten percent (10%). It is anticipated that the total discounts given as part of this program will equal approximately \$657,086 between October 1, 2014 and September 30, 2015.

As our financial projections indicate, we expect G2NE to break even by spring, 2015. Once G2NE reaches this break-even point, we will be able to provide financial support for charities and community-based programs as indicated in our Vision Statement.]

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.

[G2 New England Inc's three-year projected business plan is built on strategic scalability that allows for expanding the operation and its resources to meet patient need as the demand increases over the course of the first three years. The three year time period shown in this projection begins July 1st, 2014 and ends June 30th, 2017.

G2NE's scalability planning is centered around a building lease that allows the cultivation area to grow needed into adjacent flex space. Initial hires will consist of only essential personnel, who have agreed to take reduced salary during the business ramp up period, and required consultants. Cultivation equipment, lighting, and other harvesting tools will be modular and expandable, allowing for an increase in yield as required. The building utilities are budgeted at \$60,000 for FY2015 and will increase 96% by FY2017.

All hardware and equipment will be financed over 2 to 3 years, spreading out depreciation expenses over that time frame. Depreciation expenses will be approximately \$260,000 in FY2015 and scaling down to \$32,084 in FY2017. Capital construction costs will be depreciated over the course of 5 years.

The anticipated patient count by the end of FY2015 (June) is 700, with this number steadily increasing over time and reaching 1,000 patients by the end of FY2017. This assumption will result in revenue increases of 119% over three years, and expense and overhead increases totaling 34%, showing a strong cash flow and efficiency model. The chart below shows patient projections:

PATIENTS												
FY2015	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
	0	0	350	375	400	450	475	500	550	600	650	700
FY2016	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
	750	770	790	810	835	860	890	920	940	960	980	1,000
FY2017	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000

During FY2015, the Executive Management team be paid 45%-55% of their annual salaries. Salaries will increase over time as mandated reserves are met. The Executive Management and employees will receive annual COLA increases of approximately 3% in addition to potential merit increases. Company insurance premiums will increase approximately 34% from FY2015 to FY2017 as will employee health and dental benefits.

Providing patient care is the core of G2NE's mission and board licensed medical staff will be employed to verify proper diagnosis, and ensure safe and adequate dosages and treatment. Funding for these essential positions will be \$173,670 in FY2015 and will increase by approximately 100% by FY2017.

G2NE will provide home delivery for patients with hardship as authorized by the Commonwealth and required by 105 CMR 725.100(B)(3)(q). In addition, a shuttle service will be provided to transport patients to the nearest public transportation site(s). Vehicles used for transportation will be leased in order to reduce asset costs. The projected cost of transportation is \$113,000 in FY2015 increasing to \$124,000 in FY2017.

Consultants and independent contractors costs are budgeted at \$77,600 in FY2015, rising to \$87,000 in FY2017.]

Three-year projections attached as exhibit 4.5

 ORIGINAL

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).

[G2NE will acquire insurance policies that will meet and exceed the minimum requirements of the Commonwealth of Massachusetts outlined in 105 CMR 725.105(Q). G2NE will obtain all required insurances through its full services insurance agency, NUAlliance Insurance Group, 1420 Providence Highway, Suite 265, Norwood, MA, 02062. NUAlliance has access to all major insurance markets and has already contacted the brokers in these major insurance markets regarding required and appropriate insurances for a medical marijuana cultivation, processing, and dispensary operation. All insurance companies will be "A" rated.

General liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually

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.

Other insurance coverage will include Workers' Compensation, D&O, a \$2 million umbrella policy, commercial auto, business loss, and commercial crime.]

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.

[G2 New England has secured a building by way of lease for the purposes of operating a RMD processing site. The address of the building is 146 Campanelli Parkway, Stoughton, MA, 02072. The site address has been reviewed with the Stoughton Town Planner and G2NE was informed that Stoughton has intentions of zoning the area where the building is located for RMD use once the town's moratorium is lifted. This location will also serve as the cultivation and dispensary site.

The town has changed within Norfolk County from Randolph to Stoughton since our Phase 1 application due to a more suitable facility being available.]

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).

[G2 New England has secured a building by way of lease for the purposes of operating a RMD processing site. The address of the building is 146 Campanelli Parkway, Stoughton MA, 02072. The site address has been reviewed with the Stoughton Town Planner, and G2NE was informed that Stoughton has intentions of zoning the area where the building is located for RMD use once the town's moratorium is lifted. This location will also serve as the cultivation and dispensary site.

The town has changed within Norfolk County from Randolph to Stoughton since our Phase 1 application due to a more suitable facility being available.]

 ORIGINAL

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).

[G2 New England has secured a building by way of lease for the purposes of operating a RMD processing site. The address of the building is 146 Campanelli Parkway, Stoughton MA, 02072. The site address has been reviewed with the Stoughton Town Planner and G2NE was informed that Stoughton has intentions of zoning the area where the building is located for RMD use once the town's moratorium is lifted. This location will also serve as the cultivation and dispensary site.

The town has changed within Norfolk County from Randolph to Stoughton since our Phase 1 application due to a more suitable facility being available.]

Evidence of interest attached as exhibit 5.3

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

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

[G2 New England (G2NE) began discussions with Noreen O'Toole, Stoughton's Town Planner, in May 2013 regarding the Stoughton 2013 ATM Warrant Article 33 related to RMD zoning. The discussions continued through November 20th, 2013.

Since then, G2NE has made several attempts, many successful, to reach out to local officials in the Town of Stoughton, by way of traditional mail, email, fax, phone calls, and onsite visits. At no point was any opposition expressed by any local official with whom we communicated.

On October 24th, 2013 a hard copy that included an informational packet about G2NE, its vision and approach, a summary of key personnel experience, and a request for non-opposition or support was mailed and faxed or emailed to the following offices in Stoughton:

Town Manager, Attention: Mr. Michael J. Hartman
Police Chief, Attention: Chief Paul J. Shastany
Fire Chief, Attention: Chief Mark W. Dolloff
Town Planner, Attention: Ms. Noreen O'Toole

In addition, an informational packet and letter requesting support or non-opposition was mailed and faxed to the Norfolk County Sheriff's Office, Attention: Sheriff Michael Bellotti.

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.

An onsite meeting was scheduled on November 5th, 2013 between G2NE's CEO and CFO and Noreen O'Toole and Michael Hartman, the Stoughton Town Planner and Town Manager. Mr. Hartman was unable to attend the meeting, but Ms. O'Toole spoke with Mr. Loulourgas, CEO, and Mr. Sullivan, CFO, in detail about G2NE's building selection and its plans to address public concern. During this meeting, Ms. O'Toole informed them that previous town meetings regarding RMD operation in Stoughton have all led to the likelihood that a portion of Campanelli Parkway in Stoughton was their first choice for a RMD location, subsequently the same area where G2NE has leased its facility. She also mentioned that she would contact other town officials to share information about G2NE with them and assist us in obtaining a letter of non-opposition.

Following the meeting on November 5th, 2013, G2NE sent an email with an attached informational packet to Ms. Sandra Gabriel, the Agent of the Stoughton Board of Health. The email requested a meeting to provide education about G2NE and its approach, and ultimately receive a letter of non-opposition or support.

On November 6th, 2013 an email was sent to Noreen O'Toole with templates attached for both support and non-opposition letters in order for her to share with Mr. Hartman and Ms. Gabriel if they needed direction on what we were looking to have provided. On this date, a follow up email was also sent to Chief Shastany asking for acknowledgement of receipt of the information that was mailed to him, and also requesting a meeting. An informational packet about G2NE and templates for non-opposition and support letters were also attached to the email.

Between November 6th and November 8th, multiple phone calls were had with Norfolk Sheriff Michael Bellotti and Mr. Rick Serani of the same office. The purpose of the calls were to inform the Sheriff's office of our intent and request that letters of acknowledgement be sent to G2NE as well as to other Norfolk County applicants. The Sheriff was very cooperative and offered his time for any issues that we may need assistance with.

On November 11th, 2013 a follow up email was sent to both Sandra Gabriel and Michael Hartman (Board of Health and Town Manager) with a non-opposition letter template attached asking again for either a meeting or phone conference, and an acknowledgement that our information has been received. The ultimate goal of receiving a letter of non-opposition or support was clearly indicated. On November 13th, Mr. Sullivan of G2NE met again with Noreen O'Toole to further discuss zoning and confirmed that our chosen location, Campanelli Parkway in Stoughton, will be the area zoned for cultivation, processing and dispensing of medical marijuana.

On November 12th, Mr. Sullivan met onsite with Sandra Gabriel, Stoughton's Agent for the Board of Health. Mr. Sullivan also attended the Board of Health meeting on November 19th to discuss G2NE and its philosophy with the Board of Health. During that meeting, the general consensus of the Board of Health was that they were receptive to the idea of a RMD in Stoughton, but hadn't yet taken the time required to make decisions pertaining to the particulars involved, and stated that more time would be needed.

On November 20th, Mr. Hartman sent an email to Frank Loulourgas, CEO, indicating that the Town Manager and Town Counsel may choose to provide a letter of support or of non-opposition, but that decision will not be made final until after the next Board meeting, which will be held on December 3rd.]

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

 ORIGINAL

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.

[G2 New England Inc (G2NE) will utilize a multipart process to ensure that its facilities are compliant with all local codes, ordinances, zoning regulations, bylaws and all state requirements for its physical location. G2NE will utilize a combination of both in house expertise and hired consultants to ensure compliance with all regulations and ordinances. The organization has assembled a review board to assess all pertinent local and state requirements, and laws including 105 CMR 725 to ensure compliance with every detail. This review board is comprised of individuals within the organization and various external resources such as our architect and attorneys.

In-house, several of G2NE's executive staff members have an in depth understanding and past performance working within the building industry and with local town municipalities including working with local building departments and planning & zoning boards. As a result, G2NE is confident that it has the capacity to meet all requirements and expectations. For example, G2NE's Director of Facilities is an experienced construction manager who has previously worked as a general contractor. His experience has provided him with an in depth knowledge of the intricacies involved with building codes, permits, zoning regulations and the processes involved with interacting with the town departments and officials necessary with regard to such things as permitting, building inspections, board of health approvals, etc. Additionally G2NE's CFO has significant prior involvement with various building improvement projects and is well versed at dealing with town departments. Furthermore, several of G2NE's staff members have a great deal of general experience with regulations compliance in both the public and private sectors.

Externally, if a license is granted by the DPH, G2NE plans to hire an architect who has prior experience working with the DPH's plan review process and a general understanding of the department's particular requirements and working structure. Hiring an experienced architect will ensure that the build-out meets all applicable building codes, and ordinances and provide any necessary guidance needed with such items as zoning verifications, building code compliance, site plan assessments, easement assessments, fire & life safety compliance, facility accessibility requirements including ADA (Americans with Disabilities Act) guideline compliance, meeting any indoor air quality requirements, etc.

To help ensure compliance with the required laws and regulations imposed by state and local governments, G2NE has retained attorney Vicente Sederberg who has vast experience and understanding within the Medical Marijuana industry especially with regard to regulations compliance. Our attorney has played, and will continue to play, an instrumental part in ensuring G2NE's compliance with all regulations.

As part of its due diligence process, G2NE has proactively held meetings with officials in the town of Stoughton where the RMD's planned dispensing, cultivation and processing sites will be located to ensure that our facilities will meet the town's requirements with regard to zoning, planning, health and building code compliance. Discussions have revolved around ensuring that the chosen location is in an acceptable location within the town's master plan and to address any of the town's public health, safety and access concerns including traffic safety in and out of the facility and the importance of having easy access for police, fire

departments and other such emergency responders. Discussions have also touched on the adequacy of utilities, including sewage disposal and water supply at the facility. The proposed location is within an industrial park that is set away from the public view enough to be discreet yet still remains easily accessible for patients given its proximity to major roads and bus lines. G2NE has taken comprehensive actions to ensure that its physical location meets all local, state and federal regulations particularly with regard to the distance of the facility away from schools, public recreational areas, daycare centers and other facilities where children commonly congregate and to ensure minimal adverse impacts on adjacent properties and neighborhoods within the town. G2NE will continue to hold such meetings with town officials and continue to develop a mutually beneficial working relationship with the town.]

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.

[Representatives of G2NE have met with the Town Manager, Town Planner and Health Agent of the Town of Stoughton to explain their commitment to work cooperatively with the town. G2NE's representatives will continue to harness these relationships as well as work with other town officials to develop a collaborative approach to bringing this new industry to their town and address any and all public concerns.

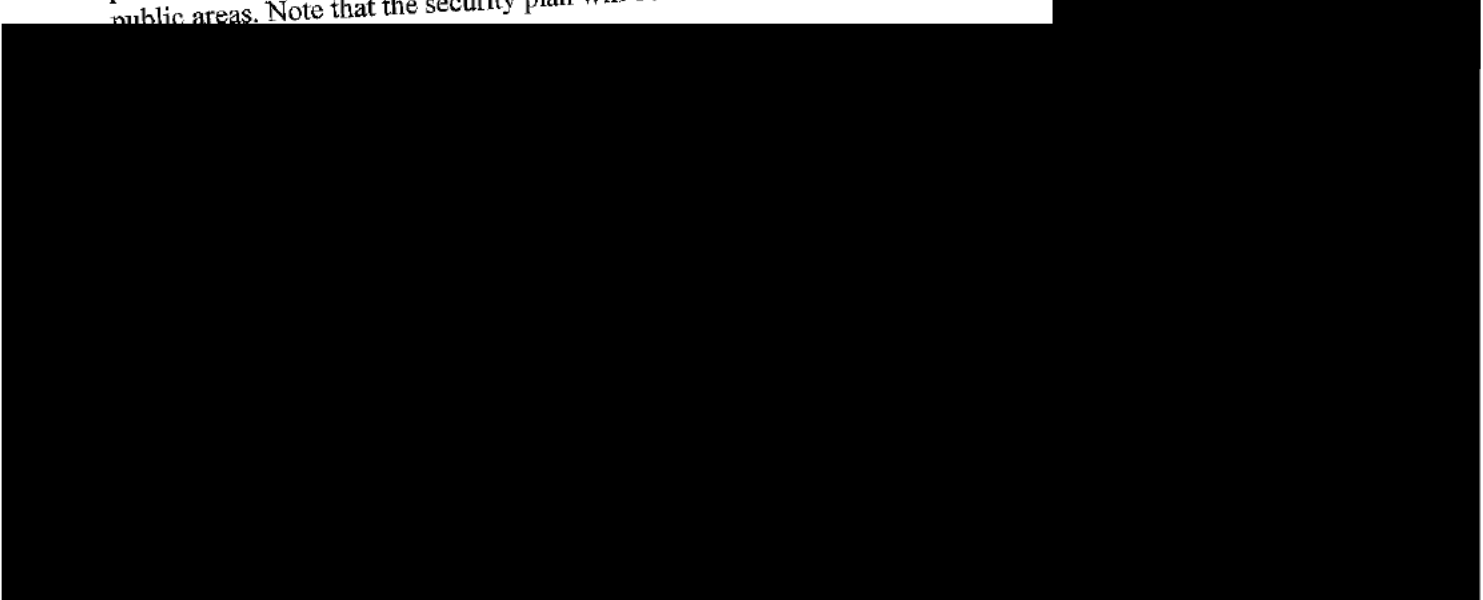
Periodically, G2NE will host open forum meetings at its facility or at sites within the community where local community leaders, activists and other concerned citizens will be able to learn more about its operations and plans and offer suggestions for positive integration.

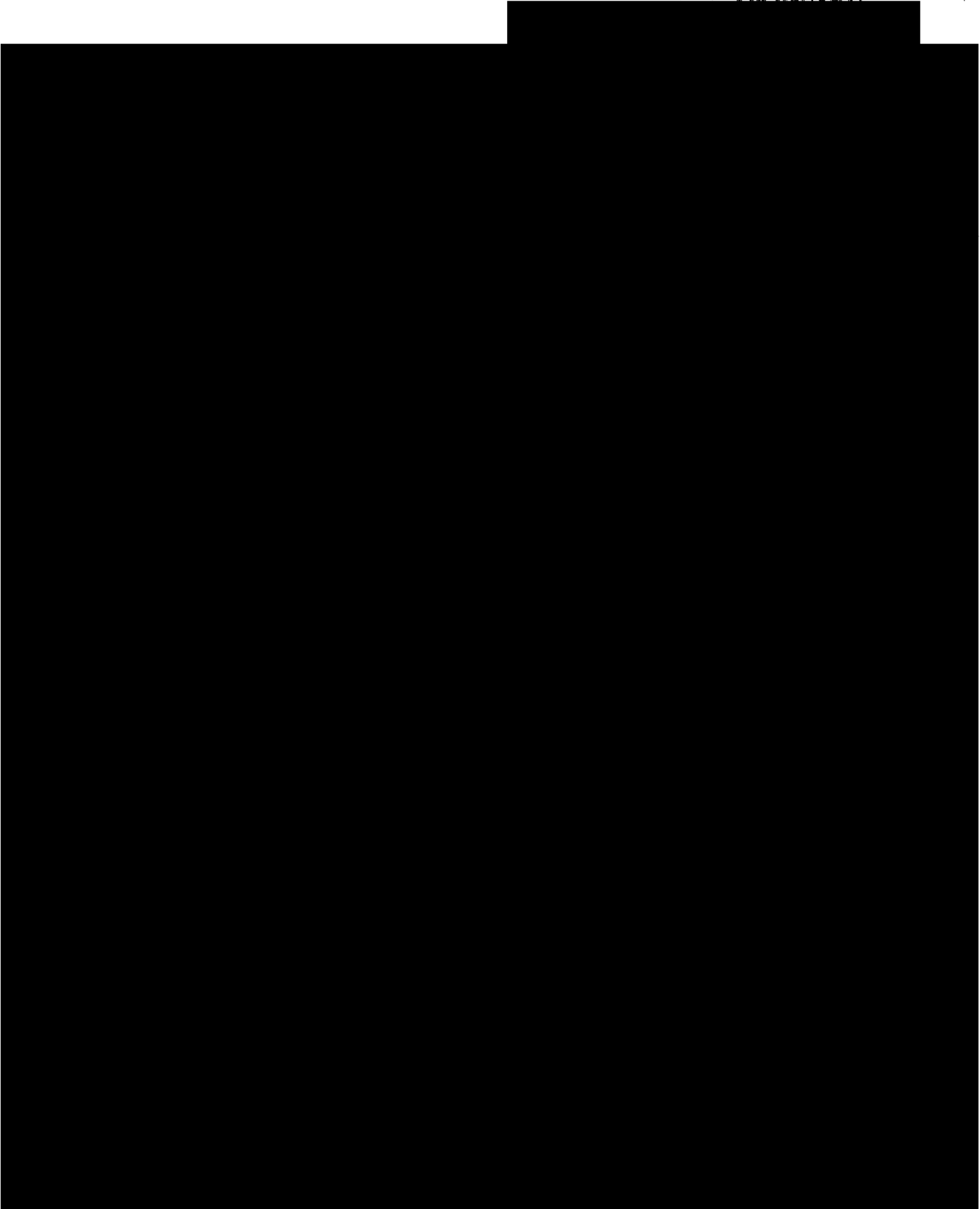
G2NE will provide financial support to local institutions such as the schools, the fire department, the police department and the food bank as well as other local charities. G2NE will be looking to the local police department for hiring off-duty officers for security positions at the facility if permissible by the local police chief. Whenever possible, G2NE will hire its staff from within the town it is located.

G2NE understands that it must be cognizant of its environment and the negative changes that a high carbon footprint causes. G2NE will look to use whatever means is available to reduce any potential wastes in the processing of its products by utilizing organic farming methods and sustainable energy resources.

G2NE is committed to being an exceptional neighbor and intends to make a positive and productive impact on the local community in which it operates.]

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





ORIGINAL

5.9 Describe how the facility's security plan will help deter and prevent unauthorized access to 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.

[G2 New England Inc. (G2NE) has implemented a standard 501(c) (3) organizational structure. A key feature of G2NE's organizational structure is the committees that operate the organization. Committees have been formed to handle budget concerns, public relations, operations, security, and fundraising. Each committee consists of at least one director. G2NE has formed committees as a way to implement programs that will help the organization achieve its mission.

The Board of Directors has elected the officers of the organization, President, Vice President, and Treasurer. The day-to-day activities of G2NE are managed by the organization's officers. The officers will coordinate with and carry out the decisions made by the organization's board of directors. The officers will directly coordinate with the directors that are responsible for the day to day operations of the organization. Directors will oversee managers and staff members responsible for carrying out the decisions made by the organization's officers and directors. Staff members may hold administrative and managerial positions in the organization. Volunteers are not paid for their services, but will assist the staff members in completing tasks for the organization. Governing G2NE is the responsibility of the officers and board members; administrative support comes from the organization's staff, managers and directors. Coordination between the Board of Directors, officers and staff enables the implementation of programs that will allow the organization to accomplish its goals.

The officers appointed by the Board of Directors of G2NE are: Fotis Loulourgas – President, Christopher Campbell – Vice President, William Sullivan – Treasurer.

Directly reporting to the officers are the directors of the organization: Deborah Tharp – Director of Human Resources, George Manso – Director of IT, Matthew Campbell – Director of Facilities, Vasilius Viores Director of Cultivation, and Maria Manso – Director of Health Services and Retail Operations.

Reporting to each director will be at least one manager per organizational unit. Each manager will have responsibilities over a specific area of G2NE's operations, staff that will carry out tasks related to that unit's role, and reporting of operational and regulatory items to their corresponding director.

Manager positions that have been identified thus far are: Accounting Manager, Facilities Manager, Security Manager, Horticulture Manager, Quality Assurance Manager, Grow System Manager, Retail Store Manager 1, Retail Store Manager 2, Infused Products Manager, and Patient Relations Manager. These managers will oversee staff of various types and designations.

A performance management system will be implemented that allows for the promotion, development and visibility of individual skills within their functional area. The functional structure of this system brings about in-depth knowledge and skill development among the employees, this helps achieve G2NE's goals of product development, delivery, and regulatory compliance. The performance management system will also integrate reporting and manager feedback systems for staff. This will allow staff that needs to report issues, concerns and performance metrics about their managers to the directors above them in a manner that is anonymous and secure. Performance management software will allow for a paperless system for appraisals, job descriptions, competencies, goals, and succession planning that is compliant and integrated while providing a direct approach for aligning staff with the latest organizational initiatives. Employee goals can then be assigned from the top down, or developed collaboratively between employees and managers with G2NE's primary mission targeted as the end goal.]

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.

[The staff management process for G2 New England Inc. (G2NE) consists of the following five elements: Staff Planning, Staff Acquisition, Staff Training, Staff Tracking, and Staff Transition.

Planning depends on the number of required staff for each phase of build-out and operation, source of staff (e.g., existing staff, new hire/transfer from another organization, consultant/contractor), schedule for arrival and departure of required staff as related to hours of operation of the dispensary and the cultivation site.

Staff will be acquired using the G2NE hiring process: Position descriptions and minimum qualifications will be prepared and processed through the normal Human Resources channels. The department lead will coordinate with HR to determine the appropriate staff classification, salary, and requirements for education, experience in the related field, criminal and financial screening. Human Resources will advertise the position, schedule the interviews, and select the staff to move into the screening process.

Questions pertaining to an applicant's criminal history will not be asked until the applicant is given a conditional offer of employment and has accepted the position. An offer of employment is conditional upon a satisfactory background screening investigation as determined by G2NE in accordance with their policy. As a pre-requisite, an applicant must provide a written consent form and a government issued pictured identification allowing a multi-state or international criminal background to be performed.

ORIGINAL

If an applicant has a positive criminal background report, the applicant will be provided with a copy of his/her criminal history. The process for disputing and correcting his/her criminal record will also be provided. Employment is contingent upon accurately completing all the required criminal history forms. Falsifying information will eliminate an applicant from consideration for employment or affiliation. A comparable procedure is used for volunteers, contractors, sub-contractors and individuals who may have the potential for contact with sensitive data, systems, materials, finances or intellectual property.

If a candidate has a criminal background, his/her record will be reviewed by G2NE Management, Security and a Human Resources to determine its potential for creating a risk and to review the relevance to the duties and qualifications of the position. All candidates with a criminal history will be given the opportunity to dispute the accuracy and relevance of their criminal background report.

If a candidate's CORI reveals pending offenses, the applicant must have the case closed before commencing employment. Felony and misdemeanor conviction information will be assessed and applied consistent with applicable laws. Applicants will be given a ten day period of time to dispute the accuracy of the CORI report and any supporting documentation. If the CORI record provided does not match the identification information provided by the applicant, the candidate will be given the opportunity to resolve the identification issue. To comply with State and Federal laws and regulations identity, references, and credentials will be verified for all employees, volunteers, members, and contractors who may have contact with sensitive data, systems, materials, finances or intellectual property.

Before G2NE submits a CORI request about an individual, it will submit a CORI Acknowledgement Form to the individual. This Form will be provided to the individual for signature and verification of his/her identity. A completed Form is only valid until the earlier of the end of 12 months from the date of the individual's signature, or the end of the individual's employment. If the individual refuses a request for CORI that is made in compliance with the CORI laws, then an employer may make an adverse employment decision based on such refusal.

CORI Acknowledgement Forms will be yearly redistributed at the time of each employee's annual performance review and CORI checks rerun on all agency staff and executive team members. A database of records will be held confidentially for internal G2 New England compliance purposes.

Criteria for Screening of Potential Employees:

External Candidates for Non-Healthcare/Non-Research Positions.
All external candidates for non-healthcare/non-research positions shall have the following background checks completed as a condition of employment with the G2NE: License Verification, Criminal History Check, Sex Offender Registry Check, Financial Background Check. It is prudent to also verify education and employment information which uniquely qualifies candidates for the position. In addition, it is strongly recommended that reference checks be completed prior to making the hiring decision.

External Candidates for Healthcare/Research Positions.

All external candidates for healthcare/research positions shall have the following background checks completed as a condition of employment with G2NE: License Verification, Criminal History Check, Sex Offender Registry Check, Financial Background Check, Healthcare Sanctions Check

Violations of G2NE policies, including providing false or misleading information used for any of the above background checks, shall be handled in accordance with applicable G2NE policies and procedures, which may include corrective action up to and including termination from the G2NE; or termination of the ability to

Apply for positions at G2NE. Decisions regarding the withdrawal of an employment offer as a result of a background check may be appealed to G2NE Human Resources for review.]

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.

[G2 New England Inc's objective is to provide its employees with a safe and secure work environment that is constructive to both personal and professional growth.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at G2NE will be based on merit, qualifications, and abilities. G2NE does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age, disability or sexual orientation. G2NE will make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. G2NE adheres to the Fair Labors Standards Act (FLSA).

An employee of G2NE is a person who regularly works on a wage or salary basis for G2NE. "Employees" may include exempt, non-exempt, regular full-time, regular part-time and temporary persons. All employees, except those under contract, are "At-Will" employees. The lowest hourly rate paid to an employee will be determined using the "Living Wage" as determined by the City of Boston. The Living Wage set by the City of Boston for fiscal year 2013 is \$13.96/hr. This rate will be adjusted annually as the City of Boston adjusts it. The 2010 salary survey, A Compensation Survey of and for Nonprofits in Massachusetts and Adjoining Communities, published by the Third Sector New England will be used as a guide for all other wages and salaries. These salaries will be adjusted forward from 2010.

A third method of determining appropriate wages/salaries will be to work with RMDs in Colorado and Arizona and adjust the rates they pay, so they are appropriate for the Boston area.

Position	Annual
CEO	\$125,000
COO	\$120,000
CFO	\$115,000
Physician	\$175,000
Directors	\$100,000
Managers	\$75,000
Grower/Baker	\$60,000
Nurse	\$60,000
Accounting	\$70,000
Administrative Assistant	\$40,000
Asst. Dir. Of Facilities	\$35,000
Retails Sales	\$31,200
Transportation	\$31,200
Security	\$36,400

G2NE will provide annual wage and salary adjustments, which will include a Cost Of Living Adjustment (COLA) and a merit increase based upon performance. Supervisors will conduct performance reviews and planning sessions with all regular full-time and regular part-time employees after the first sixty days of service and annually thereafter. Supervisors may conduct informal performance reviews and planning sessions more often if they choose. Performance reviews and planning sessions are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

The work rules and standards of conduct for G2NE are important and the company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the company's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment. Corrective action at G2NE is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

It is the policy of G2NE to promote from within whenever possible and to offer ongoing training for its employees to enable this to happen. G2NE may offer educational assistance to encourage personal development, improve job-related skills and enhance an employee's ability to compete for reasonably attainable positions within the company.

Every effort will be made to hire men and women who honorably served our country as a member of the United States Armed Services. G2NE believes in being an equal opportunity employer and insists on assembling a diverse work force.

From time to time, G2NE will direct employees to pursue certifications. Employees will be provided with study resources for such certifications and will be reimbursed for the cost of all exams required to achieve the level of certification which is successfully attained.

G2NE offers the following benefits:

5 days Vacation annually (prorated on 40 hrs/wk)

5 days Personal Time annually (prorated on 40 hrs/wk)

6 Paid Holidays

5 days Bereavement for immediate family

Health Insurance for all regular full-time and all regular part-time employees

Dental Insurance for all regular full-time and all regular part-time employees

COBRA

Worker's Compensation Insurance

401k

G2NE provides information to employees about workplace safety and health issues through regular internal communication such as: training sessions, team meetings, bulletin board postings, memorandums and other written communications]

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.

[Before commencement of work, each dispensary agent of G2NE must go through a thorough two (2) day training session tailored to the roles and responsibilities of their specific job function. During this two day training session each dispensary agent will receive the "General Policies for G2 New England Inc. Dispensary Agents" manual and will be instructed on the rules and regulations of G2NE. The Director of Human Resources and the Director of Health Services will be present. All dispensary agents will be properly informed and trained on the following:

- All rules and regulations, described in the "General Policies for G2 New England Inc. Dispensary Agents" manual.
- How to use the G2NE's Secure system
- The importance of maintaining patient confidentiality and safety in accordance with HIPAA rules and regulations.
- Review of the "G2 New England Inc.'s Personnel Policies Handbook".
- Other topics as specified by the Department of Public Health.

After initial training, all agents will be shadowed by an experienced agent for their first full week of employment.

All dispensary agents will receive eight (8) hours of on-going training quarterly, as regulated by 105 CMR 725.105(H).

At the completion of the initial two (2) day training and the eight (8) hour on-going quarterly training dispensary agents will sign a document listing all required training received, including training regarding privacy and confidentiality requirements. This signed statement will indicate the date, time, and place that he or she received the training and the topics discussed, including the name and title of the presenters. Signed statements of training will be digitally scanned and kept in our secure software system.

CMR regulations and company policies will be posted in all common areas and on the company's intranet site.]

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.

[G2 New England Inc. (G2NE) expects to be fully operational and prepared to dispense medical marijuana to registered patients beginning October 1st, 2014. This date is based on the assumption that a provisional license will be granted on or around January 31st, 2014 and a final license will be granted on or around June 1st, 2014 pursuant upon satisfactory review and acceptance of all plans by the DPH, State and Town of Stoughton. This allows approximately 120 days for reviews to be completed and 120 days for cultivation operations.

Upon issuance of a provisional license, G2NE will immediately begin multiple, simultaneous processes to ensure that our RMD is fully operational in the shortest time frame possible. The first steps include providing the DPH with any detailed plans and documentation required and beginning the architectural design of our selected facilities. Upon completion, architectural plans will be provided to the DHP for review and approval. This is our first key benchmark. G2NE anticipates being able to deliver all detailed business, operational, and architectural plans to the DPH within 30 days of receiving a provisional license of registration, estimated to be no later than March 1st, 2014.

During this same initial 30 day time frame, G2NE will finalize all cost estimates for facility build-out and all cultivation equipment purchases, as well as any loan agreements that may be necessary to fund these tasks. G2NE has secured financial investors with experience in the medical marijuana industry and already has preliminary loan agreements in place should additional funding be required. This is our second key benchmark.

The next 30 day time frame will be used to finalize contracts and agreements with all vendors and partners. These include security consultants, legal teams, transportation services, analytics laboratories, equipment manufacturers and service technicians. In essence, all services required for initial setup and ongoing operations will be solidified during this time frame. This month will also be used to meet with the local police and fire departments to make plans on how we intend to work collaboratively and integrate our security systems. All facility build out provisions and plans will be finalized. These actions will comprise our third key benchmark.

G2NE will take control of their leased facility on April 1st, 2014. In order to expedite the deployment of our RMD, we have opted to combine cultivation, processing, and dispensing into one physical facility with physical internal separation. This approach simplifies construction, security, and accessibility and reduces the time required to become fully operational. Although final zoning won't be passed until the end of May in Stoughton pursuant upon the moratorium being lifted, G2NE will be working closely with the Town Planner to ensure that we can confidently begin preparing the building starting in April. G2NE will primarily focus on establishing grow systems and other mobile or semi-permanent components of the facility that can be moved if absolutely necessary due to an unlikely zoning change. Permanent fixtures will be implemented as soon as zoning is finalized, anticipated to be June 1st, 2014. Having the ability to begin cultivation in our facility by this date is our fourth key benchmark.

Beginning June 1st, assuming that final licensing has been granted, G2NE will begin cultivation operations. The anticipated timeframe for the first harvest is 120 days with another 7-14 days required for processing, analytical testing, and packaging. During this cultivation period, final build out operations will take place at the facility to include separation of vegetation and flowering rooms, and dispensary completion. Processing of the first harvest is listed as a key benchmark.

The dispensary portion of the facility will be ready to accommodate patients no later than August 1st; however, our first processed harvest will not be ready until October 1st. During that 60 day time period, should the State allow G2NE to purchase and sell marijuana products from other cultivation sites that may already be operational; G2NE will be capable of doing so in order to satisfy patient geographical needs. Completion of the dispensary site is also listed as a key benchmark.]

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.

[It is expected that the Department of Public Health will announce the award of RMD provisional licenses on January 31, 2014. Accordingly, the year-one operating plan for purposes of this section will cover the period February 1, 2014 through January 31, 2015.

G2 New England Inc.'s [G2NE] objective during the first year of operations is to efficiently cultivate and process sufficient medical marijuana to meet the needs of card holders while adhering to the law and associated regulations of the Commonwealth of Massachusetts, the Department of Public Health and local municipality.

February 1, 2014 – April 30, 2014

The Executive Team of G2NE will continue to work with the Town of Stoughton's Town Planner and Zoning Board of Appeals to finalize the town's zoning By-laws and Annual Town Meeting's Warrant Article as they relate to the cultivation, processing and sale of medical marijuana.

Between February 1 and March 31, 2014 G2NE will hire an architectural firm and will work with this firm to develop architectural plans for the cultivation areas, processing areas (including baking), and dispensary. These architectural plans will include secure efficient layouts that will include all equipment, lighting, hardware, and IT system designs. Security and handicapped access will be the two top priorities.

Input and review will be continuously sought from representatives of the Town of Stoughton's Building Department, Fire Department and Police Department and representatives of the Department of Public Health during this design phase. The final designs will be completed by March 31, 2014 and approval sought by April 30, 2014.

When the designs are finalized and approved an RFQ will be issued to undertake the build-out. The company to do the build-out will be hired by May 1, 2014.

May 1, 2014 – June 30, 2013

The day after Stoughton's Annual Town Meeting approves the zoning By-laws related to the cultivation, processing and dispensing of medical marijuana G2NE will apply for building permits. The build-out will begin as soon as the permits are issued.

As soon as the build-out is completed the Department of Mental Health will be requested to inspect and issue the final license.

While the build-out is being worked on, additional personnel are interviewed, conditionally hired and trained as needed. An updated CORI is completed for these individuals [a CORI must be no older than 30 days

when a registration for an Agent's license is submitted]. All operating and procedural manuals will be completed.

Immediately upon the issuance of a permanent license by the Department of Public Health, G2NE will hire the above individuals, submit applications for dispensary agent licenses, and begin to cultivate marijuana.

September 1, 2014 – January 31, 2015.

The dispensary will be opened as soon as the medical marijuana has been processed and packaged. Additional dispensary agents will be hired, trained and licensed as sales increase.

G2NE will monitor all the systems and will make appropriate changes as needed. The Executive Team will meet weekly to monitor the business and all operations.]

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.

[G2 New England's key board members previous experience with commercial medical marijuana cultivation and commercial agriculture provides us with a strong and qualified team with the in-depth knowledge to provide for the needs of Massachusetts's emerging patient base. The Director of Cultivation for G2 New England Inc (G2NE), Vasilios Viores, has been the founder and co-owner for the Rainbow Collaborative of Arizona for the past two years. His hands-on experience has led him to be an expert in hydroponics systems, lighting, and air and nutrient ratios required to grow medical cannabis. Vasilios is now a partner for a management and consulting firm in Arizona that manages dozens of dispensaries and oversees all of their operational procedures. The foundation has improved all of their yield, quality, and purity with its proven system. Taking a seat on the board of the foundation has allowed for Vasilios to step away from his own dispensaries as they are now managed through the foundations oversight. As a result, it has freed Vasilios up from his daily duties and allows him to venture home to Massachusetts and help G2NE plan, design, and strategize our dispensary and cultivation plans. Vasilios will be leading our cultivation team and overseeing our products complete life cycle and development processes. Applying the fundamentals that he has successfully deployed in Arizona with his own Rainbow Collective and the Foundation will bring great experience to G2NE. Vasilios' experience helps ensure a successful and maximized Medical Marijuana business for G2NE.

Lead of Horticulture, Jeffrey Kohn, has run a fully-organic sustainable farming project in southern Florida for over 6 years and has the knowledge needed to keep crops under the demands of a pesticide-free organic program while still maximizing growth and yield. Jeffrey has a BS from Dartmouth where he lived and worked on the organic farm throughout his continued education. Jeffrey also worked in South America for years in the Peace Corps, helping local farmers learn how to use organic pest control and fertilizers in order to become independent of chemical-based products on their farms. His experience will complement Vasilios' expertise to help run a fully-organic medical marijuana cultivation operation in Massachusetts.

A high-level over view of our growing approach: Hydroponics growing medium will be used for all systems in G2 New England's initial build and design. Hydroponics has been a staple of indoor marijuana growing for decades internationally and has been proven to be the most reliable and effective method for producing high quality cannabis indoors. Due to the sensitivity of organic growing and the need for control of all environmental variables, indoor with highly controlled conditions is the best choice for our operational needs. A local, Gloucester-based organic hydroponic solution manufacturer, Neptune's Organics, has partnered with G2NE as our wholesale supplier of organic nutrients and organic pest control solutions. Vegetative plants will be fed with a timed cycle of "wick" style nutrient drip with a recycle trough for excess nutrient to reclaimed

and reused. Flowering plants will be fed with an ebb and flow style of nutrient supply with a return reservoir at the bottom of each system. All systems will be timed and controlled with a computerized system that will trigger alarms if any condition exceeds tolerances or component fails.

Lighting will consist of 600 watt full spectrum bulbs powered by digital ballasts that provide the most effective par and lumen per watt of any available grow light system on the market. An advanced computer controller that can run multiple lights using a consolidated and dependable lighting grid will be maintained while minimizing our ecological foot print. All systems will be controlled with a computerized controller system that will trigger alarms if any condition exceeds tolerances or component fails.

CO₂ generation and other atmospheric conditions will also be computer controlled to maintain ideal ratios for plant growth at all times during the growth cycle per room. Exhaust fans and air circulation will be tied into the same system to maximize CO₂ uptake cycles with fresh air intake and turn over. Exhaust air released from the facility will be treated with ozone generators to neutralize the scent keeping the smell from becoming an issue with neighboring businesses in the area.

The facility will be segmented into ten (10) zones. Plants will be segmented into different rooms based a rotation of maturity. Four (4) zones will be bloom rooms dedicated to weekly harvest or flowing plants growing in a rotation cycle. Four (4) zones will be vegetative growth plants in a similar rotation as the bloom rooms. The final two (2) zones will be for germination / cloning, and drying / processing of finished plants. This segmentation will be used to keep cycles of plants being harvest in order for a constant flow of product through processing. Although clean room like conditions are to be maintained in all product areas and handling, the segmentation is also in place to further prevent a problem with pests or disease from spreading to more than 10% of product if such an occurrence were to happen.

Plants that are best suited for shorter height stalks will be grown in rack systems allowing for multiple tiers of growing vertically to maximize our space foot print for yield. Using the "Sea of Green" Method of cultivation, we will be able to grow double the amount of cannabis per square foot with these strains. Maximizing our floor plan and using vertical growing techniques will help to keep our facility scalable without excessive footprint.]

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.

[G2 New England Inc. (G2NE) is committed to providing the safest and best quality medical marijuana and marijuana infused products (MIPs) to our patients. We will cultivate a wide range of strains in order to adequately treat a variety of medical conditions. In accordance with this initiative, we have formed a relationship with MCR Labs, an ISO-17025 accredited QA testing facility located in Massachusetts, to conduct ongoing statistical sampling. Analysis services provided by the laboratory will ensure the absence of all contaminants in our products, verify that THC and cannabinoid levels are exactly as described to our patients, and above all ensure that all our products are safe for consumption. Our partnership with the analytics laboratory will further validate our internal QA process and provide accurate quantitative testing through the use of High Performance Liquid Chromatography (HPLC), the industry leading method to determine exactly how much of each cannabinoid our products contain. In addition to testing plants and buds, G2NE will have all marijuana infused products (MIP's) such as edibles, oils, and tinctures tested using the same thoroughness and precision.

Multiple samples from each and every harvest and newly developed MIP will be sent to MCR Labs for a detailed analysis, with estimated frequency being on a monthly basis. The testing process will include the following steps for every sample, at a minimum:

- Microscope Examination – This will check for mold, mildew and fungus and other foreign matter. All samples will be photographed and catalogued.
- Microbiological / Real Time-PCR for Genomic Testing – This process further checks for mold, mildew, fungi and bacteria
- Atomic Absorption Spectroscopy - Identify the presence of any heavy metals including mercury, cadmium, copper, chromium, lead, nickel, arsenic, etc.
- LC-MS-MS (Liquid chromatography-tandem mass spectrometry) – Detects any traces of plant growth regulators. Although all cultivation practices will utilize organic growing methods, this analysis will still be performed.
- High-Performance Liquid Chromatography – The industry leading method for quantitative testing for cannabinoid presence and potency to include THC, THCa, CBD, CBDa, and CBN
- Complete cataloging, reporting, and archiving of all results.

G2NE has also hired an internal quality assurance expert that holds a PHD, has several years of professional experience working with Massachusetts-based pharmaceutical companies and holds a professional affiliation with one of the country's leading marijuana analytics laboratory based in California. Our intent is to develop an internal quality assurance program and guidelines based on confidence, traceability, and continuous improvements for our portfolio of products.

G2NE's Director of Quality Assurance will ensure that all cultivation, processing, and MIP creation functions adhere to our stringent quality assurance guidelines, all state regulations and industry best practices. Our Director of QA will also operate a state of the art research and development lab, located at our cultivation and processing site, dedicated to ensuring the products we produce continue to improve and meet our patient's medical needs. This will allow us to develop new strains and MIPs that efficiently treat specific conditions, and facilitate the continuous improvement of yield, potency and operational efficiency of our cultivation site.

Every product that G2NE makes available to our patients will be accompanied by an informational packet containing the amount of each therapeutic cannabinoid found in the product and its reaction in the body's endocannabinoid system to properly educate our patients and ensure they are being prescribed what is best for their individual condition.]

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.

[As part of G2NE's quality assurance program, all plants and marijuana products will be frequently inspected and analyzed at the cultivation and processing facility to ensure the absence of all contaminants, and that all proper growing, handling, hygienic, and storage requirements and standards are being adhered to.

Should any part of the crop or any products become infected, damaged, recalled or deemed unusable, G2NE's policy is to immediately remove and destroy the plant or product to inhibit further contamination and prevent diversion with no exception. This process entails removing all traces of the damaged or unusable item and incinerating it on premise, using an ISO 15750 certified incineration device capable of producing 1% or less of sterile ash. Should G2NE run into complications pertaining to installing an on-site incinerator at our facility, the alternative disposal method will be to subcontract a certified biohazard and medical waste disposal company operating in Massachusetts to securely transport the damaged plants to their facility to be destroyed. Using the

ORIGINAL

atter method, full chain of custody forms and verification of proper disposal will be verified. Any company contracted by G2NE for this purpose will be fully qualified before engaging their services.

Should G2NE have any excess medical marijuana or MIP production, a designated percentage of excess product will be securely stored at our cultivation site in order to accommodate sudden surges in patient growth that may be due to another RMD suffering from crop loss or other type of disaster. This excess will never exceed 30% of overall production as indicated by the DPH. Excess product quantities above this percentage will be disposed of in the same fashion as damaged or contaminated plants or products.

Each and every seed, plant, flower or MIP will be tracked and barcoded in G2NE's secure software system and therefore any products that are disposed of will be tracked and recorded in said system with proof of disposal records attached to the transaction. Proof may be in the form of incineration logs, video surveillance footage, chain of custody logs, or disposal records obtained by a biohazard / medical waste disposal company. All cultivation and processing areas of G2NE's facility, including any disposal areas will be monitored 24 hours a day by a video surveillance system.]

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.

[G2 New England Inc. (G2NE) is committed to providing the safest and highest quality marijuana infused products (MIPs) to our patients. G2 New England will be manufacturing Marijuana Infused Products (MIP) to add viable ingestion methods for our patients that prefer not to use inhaled methods of consumption. Services provided by our partner laboratory (MCR Labs) will ensure the absence of all contaminants in our products, verify that THC and cannabinoid levels are exactly as marked on MIP packaging and above all ensure that all our products are safe for consumption. MCR Labs will provide precise and accurate quantitative testing through the use of High Performance Liquid Chromatography (HPLC), the industry leading method, to determine exactly how much of each Cannabinoid our products contain, the THC dosage in milligrams, and what Terpenes that contribute to flavor and mental affects are contained in each portion. Gas chromatography will be provided for testing for traces of pesticides and chemicals, molds and bacteria. Every product that G2NE makes available to our patients will be accompanied by an informational packet containing the amount of each therapeutic cannabinoid found in that MIP.

Cannabinoids and THC will be extracted via leading industry practices. CO2 extraction or Supercritical Fluid Extraction (SFE) is known for being the most effective way to extract beneficial essences from plant matter. Supercritical fluid extraction is a method of using high pressure and elevated temperature to force a solvent through plant matter. In the case of cannabinoids, the solvent used is carbon dioxide. When the solvent is pushed through the plant matter at such a high pressure, it can separate the matter precisely which allows isolation of only the purest essence of botanicals- in this case, cannabis. The result is pure, transparent, amber oil. Supercritical CO2's high diffusion rates allow it to penetrate solids faster than liquid solvents. Carbon Dioxide is a natural product which leaves behind no residues. CO2's purity is its biggest advantage over all other solvents like Butane often used for plant extraction. The advantages of SFE are the versatility it offers in pinpointing the constituents you want to extract from a given material and the fact that your end product has virtually no solvent residues left in it (CO2 evaporates completely). The extracted oil using the SFE method has been tested at approximately 120mg of active Cannabinoids per .3g by laboratories that currently employ this method.

ORIGINAL

All food manufacture processes will be in compliance with DPH regulations 105 CMR 725.105, 105 CMR 300 and 105 CMR 500.00 GOOD MANUFACTURING PRACTICES FOR FOOD. The MIP distribution will also be handled according to State DPH regulations 105 CMR 590.000: STATE SANITARY CODE with special attention to labeling and ingredient disclaimers with regards to food allergies. All managers involved with MIP manufacture, packaging, processing, transportation, and distribution will receive training utilizing DPH Compliance with 105 CMR 590.009(G)(3)(a), at least one certified food protection manager per food establishment must obtain an allergen awareness certificate from one of three MDPH-approved vendors. G2 New England will also be leveraging the US Food and Drug, Department of Public Health, and Human Services Chapter 9 Title 21 - Food and Drugs regulation guide for additional guidance.

G2 New England plans on utilizing MJ Freeway software to allow for the tracking of MIPs. The MJ Freeway software will allow for tracking of the plants that are grown in the cultivation process end to end. When finished plant product is ready for extraction the weight of product in will be directly correlated to the weight of the product that is output after extraction. Each MIP will then be infused with the extracted oil and accounted for based upon the dosage it will deliver in relation to the amount of oil added by weight. Each product will be packaged in single dose individually wrapped media so that confusion in dosage size and labeling is eliminated in accordance with 105 CMR 725.105. Each finished MIP will be labeled with bar codes and added into our inventory after being retail packaged. Marijuana shall 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. Edible MIPs shall not bear a reasonable resemblance to any product available for consumption as a commercially available candy. The MJ Freeway application will allow for cannabis oils that were manufactured to be accounted for by weight as it is then used to create each MIP and track the sale of each product to registered patients. MIP will be stored as needed either frozen, refrigerated, or humidity controlled within our secure product storage walk in fire proof safe room.

Excess MIP will be storage in accordance with safe food handling procedures for each product based on type. Product that can be frozen for sale later in case of an emergency shortage will be saved under locked conditions with full accountability for its storage handling and its expiration date, at which point it is to be destroyed to prevent diversion. Disposal of damaged or deemed unusable MIP will be handled in accordance with G2NE's policy is to immediately remove and destroy sellable product with no exception.]

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.

[G2 New England Inc. (G2NE) will utilize inventory tracking software from MJ Freeway – the industry's premium medical marijuana business platform. MJ Freeway has designed a software package from the ground up specifically for the needs of the medical marijuana industry with over 25 years of IT business experience. All data and information will be maintained in world-class datacenters with the highest security and redundancy available. This system will be maintained by MJ Freeway to insure compliance with the latest local laws and regulations. All data will be PCI-DSS and HIPAA compliant to protect payment card information and patient information. All information is stored and transmitted using encryption to prevent interception and minimize risk of data loss.

G2NE will establish inventory controls and track real-time inventory in accordance with CMR 725.105(G). GrowTracker, a software component of MJ Freeway, will be implemented in the cultivation and processing site to provide true seed-to-sale tracking and inventory. All seeds, plants, harvests, and associated items (MIPs) will be uniquely barcoded and tracked throughout the grow and production development lifecycle. All aspects of growing operations will be monitored and recorded, including but not limited to the following:

 ORIGINAL

nutrients, schedules, yield, environmental variables, medium, and grow costs. GrowTracker will fully support seed-to-patient batch tracking, allowing a chain of custody to be created from a single seed to a single patient, with each step in between being recorded. All weights and measures shall be made in accordance with CMR regulations using NTEP-certified weighing equipment. All products located at the cultivation site will be stored in locked, humidity-controlled containers with access restricted only to designated employees that are deemed necessary for nominal operation.

G2NE's cultivation and dispensary employees shall follow a strict set of policies and procedures to minimize the amount of product loss or diversion. Any employee interaction with product will require check-in to the inventory system and weighing before and after any interaction. Any discrepancies in weight or content outside of normal dispensary sales operations will trigger an alarm in G2NE's secure software system that must be investigated and acknowledged by at least two other dispensary agents before being cleared. Investigations will be handled on a case-by-case basis and response will be evaluated based on the severity of the incident. Any instances of accidental loss shall be reported to the Department of Health within 24 hours and analyzed to institute policy change in an effort to avoid future loss. Any instances of diversion, theft, or purposeful loss will result in immediate termination of any parties involved, turnover to local authorities, and reporting to the DPH within 24 hours. G2NE will prosecute any employees found to be involved in diversion or theft to the fullest extent of the law.

Upon any transportation of product, G2NE will weigh, inventory, account for, and record on video, all product to be transported prior to leaving the origination location in accordance with CMR 725.110(E)(2). All products will be re-weighed, inventoried, and accounted for within eight hours after arrival at the destination. Any discrepancy in measurements between origination and destination will be investigated and reported to Department and local law enforcement within 24 hours.

The cultivation site will be equipped with one or more Grow Stations containing networked computer hardware, an integrated NTEP-certified scale, portable barcode scanner, and an integrated barcode printing system. The Grow Station will enable the input of seeds, plants, and products into the inventory system as well as the printing of tracking barcodes to be affixed to all items. Weights will be recorded using integrated scales in all steps of the cultivation cycle.

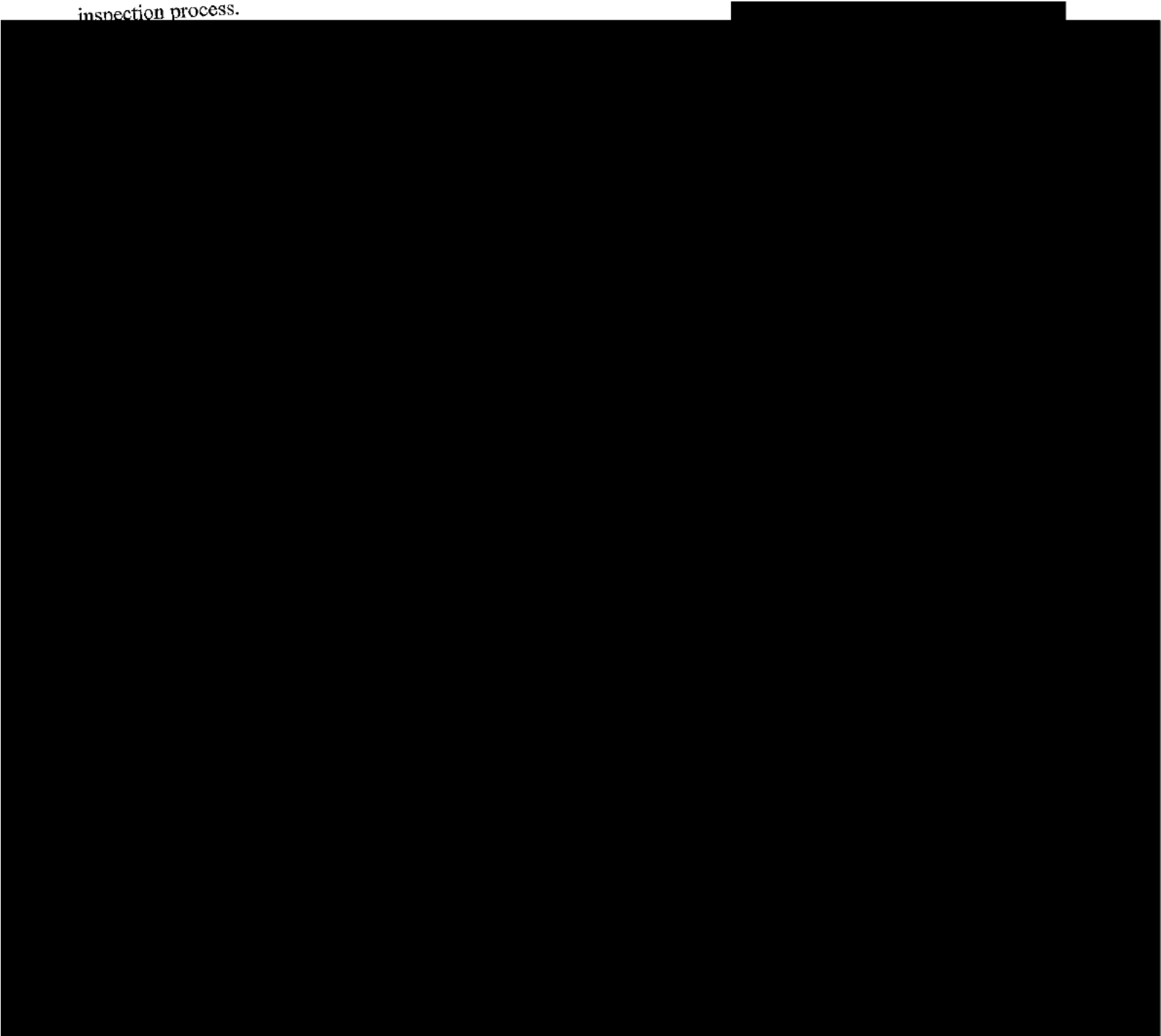
Dispensary sites will utilize GramTracker software to track and monitor harvested product from cultivation to patients. Every gram of product will be monitored for errors in weight, evaporation, spillage, expiration, and contamination. Every inventory change will be accompanied by weight verification to ensure that any changes in are accounted for and recorded. Patients will be tracked using Driver's Licenses and current valid Massachusetts certification in accordance with CMR 725.105(F). All relevant patient information will be tracked, recorded, and verified within the Department-supported interoperable database pursuant to CMR 725.105(F)(1)(a). All product located at Dispensary sites will be stored in a secure vault or container out of reach and view of patients in accordance with CMR 725.105(L)(9). Dispensary sites may choose to display product in secured, locked cases in accordance with CMR 725.105(L)(10). Dispensary employees will retrieve product from the limited access area only once patient and prescriber are verified and registered. GramTracker will be used to generate Massachusetts-specific compliance reports as required by CMR 725.105(M).

Patient payment will be handled via GramTracker's integrated payment processing capability. All credit card information is transmitted in real-time, utilizing encryption that meets or exceeds all PCI-DSS standards and complies with 201 CMR 17.00. No credit card information will be stored on G2NE's systems to minimize security risks.

 ORIGINAL

Each dispensary site will be equipped with a Sales Station containing networked computer hardware, an integrated NTEP-certified scale, portable barcode scanner, magnetic card swipe, and UV light for verification of state-issued identification. The Sales Station will be used for patient check-in, product check-out, outgoing inventory tracking, and patient payment.]

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.

[G2NE is proposing to open a cultivation site and dispensary in Stoughton, MA, part of Norfolk County. Our expectation is to not only serve registered patients throughout the local community but across the entire county. The estimated population in Norfolk is 671,000 people. With an estimated U.S. average of 7.7 people with a legitimate need for medical marijuana per 1000, G2NE estimates roughly 5,000 registered medical marijuana patients will exist in Norfolk County within the first 36 months of operation. If an assumption is made that patients will be distributed evenly amongst dispensaries in the county and Norfolk is granted all 5 potential licenses, then G2NE anticipates serving 1,000 patients or more in the first 36 months of operation.

Stoughton itself has a population of approximately 27,500 people, almost evenly split between males and females with a median resident age of 43 years old. Although Stoughton's population is approximately 87.5% English-speaking Caucasians, G2NE expects its patient base is likely to be much more demographically diverse. As a result, G2NE has focused on selecting an extremely competent and well-rounded staff, in order to adequately and professionally handle all patient demographics, cultures and medical conditions.

All informational packets and educational materials provided by G2NE will be available to all patients in printed and electronic form in both English and Spanish. Should a need be discovered to provide informational materials in other languages based on patient demographics, G2NE will contract translation services from a third party to ensure any linguistic needs are met.

As part of our Quality Assurance program, we will survey our patients in order to better understand and address their needs and concerns. Based on these survey results, G2NE will incorporate changes necessary to better serve our patients, an example being to make efforts to hire bilingual agents at our dispensary location.]

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.

[G2 New England Inc. (G2NE) has done extensive research and determined that MJ Freeway's software offering will be quickly compatible with the Massachusetts Department of Health's electronic registration and dispensing tracking system once available. G2NE will utilize MJ Freeway's GramTracker software for patient

record keeping and tracking. G2NE has acquired a Letter of Intent from MJ Freeway with support for Massachusetts Regulations and Systems once activated.

All patients will be provided with a Notice of Privacy Practices and be required to provide written acknowledgement that the notice has been received in accordance with HIPAA regulations. Patients will also be required to sign a Patient Authorization Form outlining that Protected Health Information (PHI) may be disclosed to the Department of Health as requested.

Patients will be required to register with G2NE's secure tracking system, which will in-turn register with the Massachusetts Department of Public Health's tracking system. Patients must produce a registration card and valid proof of identification in accordance with CMR 725.105(F)(1)(a). The software will allow RMD personnel to upload and reference scanned copies of a patient's photo identification and any other required paperwork, allowing accurate validation of a patient's identity. Expired or illegitimate registration cards will display warnings to staff and MJ Freeway will automatically block sales to unverified patients.

All products will be bar coded prior to sale and scanned both in and out of inventory using the MJ Freeway Gram Tracker software. Integration with the state's tracking systems will ensure patients are not getting more product than prescribed or visiting multiple dispensaries using the same prescription. Every patient's allowance of marijuana and MIPs within a given time frame will be monitored and recorded. Patients with a doctor override for higher than the legal standard prescription will be automatically identified and subsequently verified with the prescribing doctor.

In accordance with CMR 725.200(D), all patient information will follow HIPAA security guidelines, including stringent physical security of servers, maintaining access control restrictions to all data, and protection of patient identifiable information through encryption. No patient information will be disclosed without the written consent of the individual to whom the information applies or as required by law or the Department of Public Health.

All patient information, personnel records, and business records identified in CMR 725.105(G)(4-6) will be archived for no less than twenty-four (24) months in secure, off-site datacenters that are geographically separated in the event of a disaster or system failure. Backup data will also be stored in an encrypted format as per HIPAA compliance regulations. Should the department require data for a specific compliance report or input into a state database, G2NE will generate a report or integrate with the database as facilitated by the state in accordance with CMR 725.105(M).]

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.

[G2 New England strongly believes in helping those in need get the proper care and medicine.

Accordingly, G2 New England will offer discounted rates on our medicinal marijuana products to those with financial hardship, those who served in our Nation's Armed Services and Senior Citizens over the age of 62.

Poverty level determination will be derived from the Federal Poverty Income Guidelines [FPIG] listed at the Mass.Gov website.

 ORIGINAL

Eligibility for Financial Hardship discounts will be determined by review of the patient's tax return for the prior tax year, three most recent paystubs, and a letter of hardship from the patient explaining the need.

Eligibility for a Veteran discount will be determined by proof of honorable discharge by way of an original DD-214 form and a valid driver's license or other form of Government issued picture ID.

Eligibility for a senior citizen discount will be determined by proof of a valid driver's license or other form of Government issued picture ID showing a date of birth.

Financial hardship discounts will be based on the Federal Poverty Income Levels increased by 300%.

Discounts cannot be combined. When two conditions are met, for example a Senior Citizen with Financial Hardship, only the greater discount percentage will be applied.]

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.

[G2 New England Inc. (G2NE) is dedicated to properly educating our patients and surrounding communities on the proper use of medical marijuana and, the medical conditions it treats, its effects on the human body and all proper ingestion methods.

All newly-registered qualifying patients will be required to schedule a session with our onsite physician for a full evaluation before marijuana can be purchased from our dispensary. The evaluation will serve multiple purposes to include verification of a proper diagnosis and prescribed medication, and the opportunity to educate the patient on the full effects of marijuana and proper usage options and techniques. Should G2NE's doctor have any concerns during the initial evaluation, the patient's prescribing physician will be contacted to ensure the safety and needs of the patient are being met.

Once cleared by our medical staff, all registered qualifying patients will have the opportunity to meet with our onsite certified pharmacist or registered nurse during each visit to the dispensary to ask any questions or express any concerns with their treatment. The pharmacist or nurse will track patient's discussion by noting their file in our secure tracking software. Should the pharmacist deem another visit is required with our medical doctor, they will facilitate an expedited meeting.

In addition to qualified on site staff, G2NE will make readily available to all patients informational brochures about all conditions known to be effectively treated by medical marijuana, detailed information on every one of our products and its analysis, ingestion options and proper usage, potential negative side effects, and how to address any potential problems and concerns. This information will be printed and made available at the dispensary as well as provided electronically to our patients. In addition, we plan to run monthly programs that will focus on a variety of topics in the related field, including the health effects of marijuana, a plan for a healthy lifestyle, proper nutrition, and the benefits of exercise.

In conjunction with our educational counseling and materials for our patients, G2NE intends to develop an educational curriculum for the local community and any interested parties as party of our community outreach program. These will be open forums hosted periodically by our trained medical, management and cultivation experts to provide information about the industry, treatment options, and answer any questions or concerns voiced by local citizens.]

 ORIGINAL

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.

[G2 New England Inc. (G2NE) has an internal design department that has created a company logo and website, as well as Facebook and Twitter pages. The website will serve as an online presence for our company and will contain detailed information about our products and services including a wealth of information about medical marijuana conditions and treatment options. We will invest in search engine optimization (SEO) services to ensure that G2NE's website appears in the high rankings of web search engines.

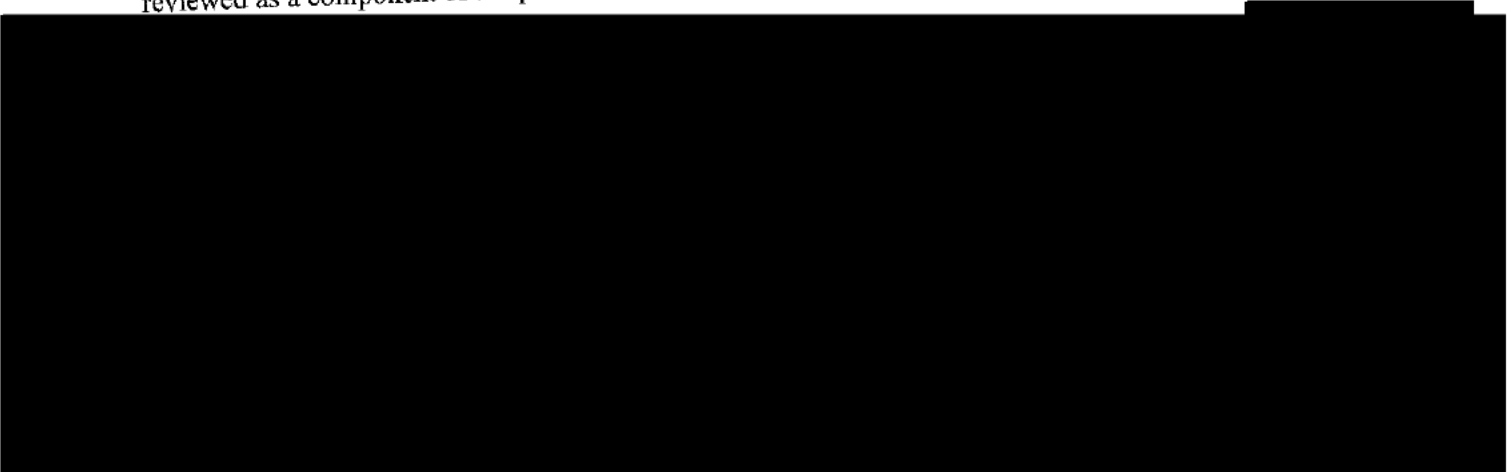
Our Facebook and Twitter pages will serve as an avenue for releasing new information about the company, products, and industry news and regulations. G2NE will have a full-time Director of Sales and Marketing that will oversee our marketing campaigns and advertising practices to ensure we are keeping our patients and local community up to date with the latest and most comprehensive information available. We will send out periodic newsletters via email to promote new products that become available or inform our patients about company and industry news and events. Email campaigns with an unsubscribe option will only be sent to patients, partners, and other businesses in related industries.

The dispensary site will contain printed copies of all of our informational materials which will be made readily available to all patients. The cultivation and processing site will bear no logo or advertising of any kind, but the dispensary will bear a sign with the company name and logo made visible to the building's exterior within the parameters of the posted sign regulations of the local town.

If invited, G2NE will conduct visits to medical practices within our County of operation to provide educational information to area doctors and physicians in order to help promote medical marijuana as a treatment option for their patients in need. G2NE will become an active member of accredited local and national cannabis organizations and forums are providers of productive and valuable information for patients and dispensaries.

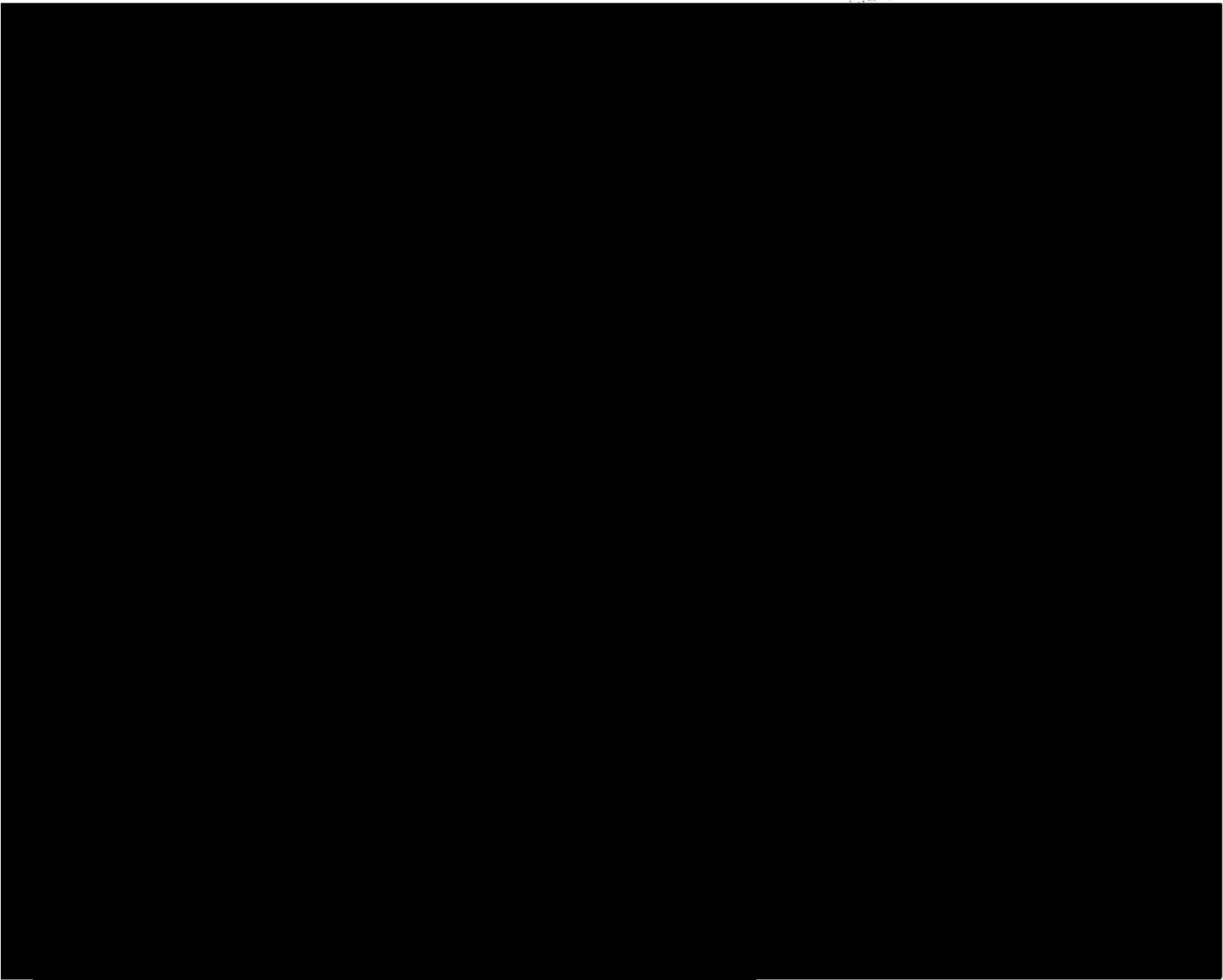
Aggressive R&D, hosting community educational events, supporting local charitable organizations, and sponsoring community outreach programs is our main strategy for allowing G2NE to garnish name recognition and establish itself as a leader in the medical marijuana industry of Massachusetts.]

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.





ORIGINAL



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.

[In the course of operating a business, incidents and adverse events can occur, some of which may have serious consequences for the organization, its service users, staff, and the public. G2 New England (G2NE) seeks to implement an incident management program to provide both the risk management processes needed to reduce the likelihood and impact of an adverse event from occurring as well as the processes and procedures needed to coordinate a timely and effective response to an adverse event when it does occur. This program will aid G2NE in its recognition, response and resolution of various types of incidents which could potentially interrupt its normal business activities. The overarching goal of the program is to provide the company with the situational awareness and preparation needed to allow it to confront any incident that threatens the security,



ORIGINAL

privacy or general operations of the company and its customers and to manage all incidents in a quick, effective and controlled manner while emphasizing incident prevention.

The reporting and investigation of incidents plays a key part in all aspects of G2NE's management of risk. G2NE believes that the responsibility for managing risk lies at all levels of employment and that all members of the staff have a responsibility and obligation to cooperate in full with the risk management process. In the event of any incident the organization must respond quickly and positively to address the situation and to identify the cause of the incident. G2NE believes that each member of its staff has a part to play in the reporting and managing of incidents. Guidance on how to respond to various incidents will be outlined within the program and be incorporated into internal training programs.

G2NE plans to utilize a centralized electronic incident management system at the core of its program. This tool will provide the organization with the ability to efficiently manage the specific processes and workflows involved with incident reporting, investigation, tracking and analytics.

G2NE will follow an incident classification system which will grade incidents as to their severity level. For example: Level 1 (Serious); Level 2 (Moderate) or Level 3 (Minor). Each level will carry its own specific requirements and guidelines for incident reporting and management which will be outlined within the program. Level 1 would include such incidents as those which involve a major health risk or serious injury, those that cause or could cause serious damage to company property or disruption to services (major theft, vandalism, assaults, fire, flood) and those that could cause serious financial loss to the company (large-scale theft, fraud or major litigation). Level 2 would include such incidents as those which involve limited or short lived harm and health risks, an incident causing moderate financial loss or damage to company property, or moderate disruption to its services. Level 3 would include such incidents as those which involve minor accidents, minor financial loss or damage to property, acts of verbal aggression, minor privacy violations and public relations missteps. Regardless of severity level any incident where criminal activities are identified, or any of the specified incidents outlined under MA regulation 105 CMR 725.110(F) are identified, all such activities will be reported to the required authorities and agencies as required by law under 105 CMR 725.110(F) and any other applicable laws and regulations. Additionally internal disciplinary procedures will be taken as deemed necessary by the company's own internal policies. In all cases any data relevant to an incident will be thoroughly documented within the incident management software system. This data shall be maintained by the company for no less than one year and made available to the DPH and to law enforcement authorities acting within their lawful jurisdiction upon request.

In addition to handling incidents that pose a more immediate risk to its business operations, G2NE will also incorporate a method of collecting and reporting less critical but equally impactful incidents that are not a risk to the immediate operation of business but still of importance to the success of the company such as customer service complaints and anonymous tips and suggestions from both its employees and customers.]



ORIGINAL

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: [Fotis] **Last Name:** [Loulourgas]

Title: [CEO / President]

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




ORIGINAL

ORGANIZATIONAL CHART
(Exhibit 1.3)

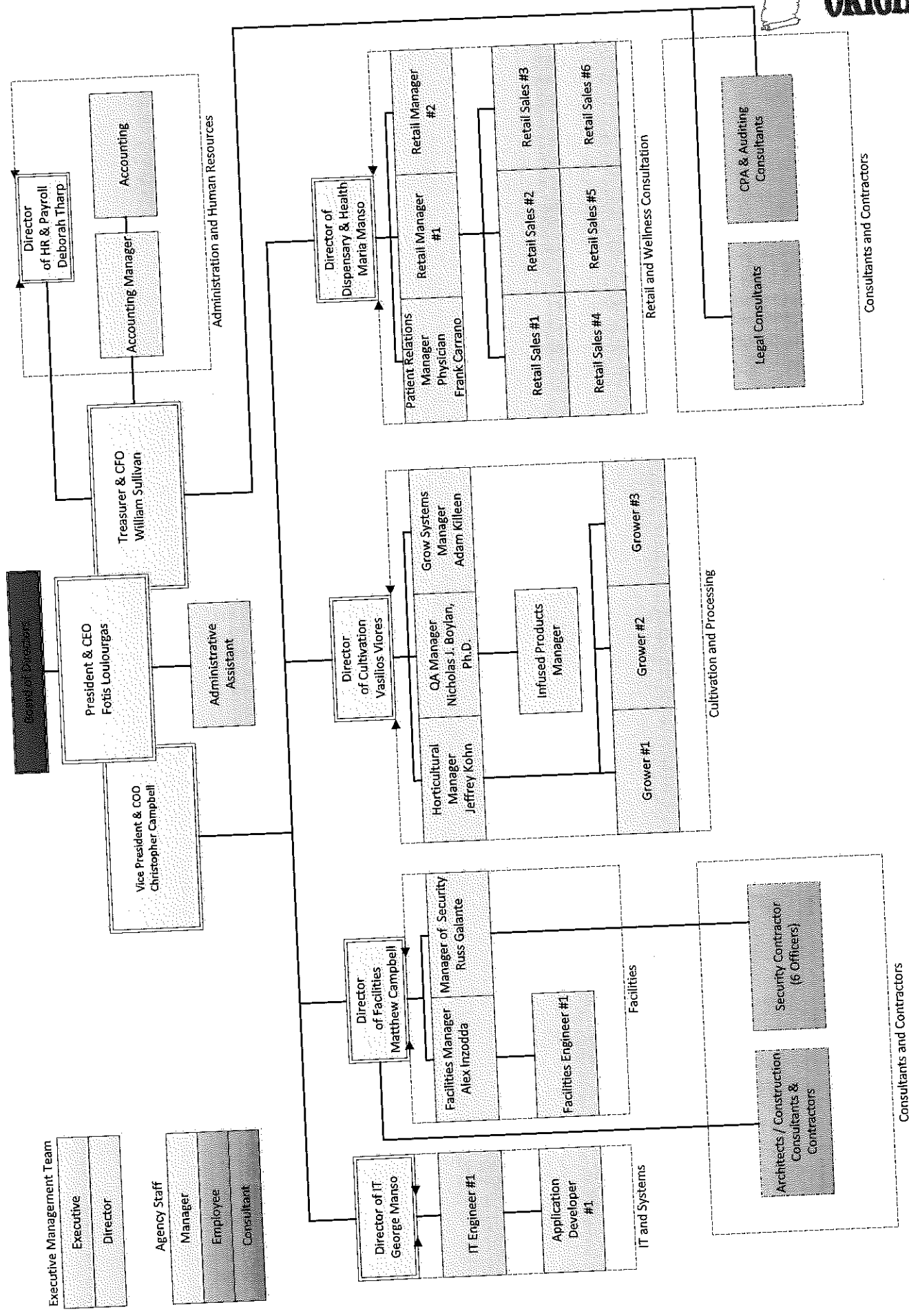
This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

Attach organizational chart.

ORIGINAL



Executive Management Team

Executive
Director

Agency Staff

Manager
Employee
Consultant

G2 New England
Organizational Structure

**BOARD OF DIRECTORS
(Exhibit 1.4)**

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

	Board Role	Name	Date of Birth	Business Email	Business Address
1	President/Chair	Fotis Loulourgas	[REDACTED]	frank.loulourgas@g2ne.org	233 Needham St. Newton, MA 02464
2	Vice President/ Vice Chair	Christopher Campbell		chris.campbell@g2ne.org	233 Needham St. Newton, MA 02464
3	Treasurer	William Sullivan		william.sullivan@g2ne.org	233 Needham St. Newton, MA 02464
4	Clerk/Secretary	William Sullivan		william.sullivan@g2ne.org	233 Needham St. Newton, MA 02464
5	Director	Maria Manso		maria.manso@g2ne.org	233 Needham St. Newton, MA 02464
6	Director	Jeffrey Kohn		Jeff.kohn@g2ne.org	233 Needham St. Newton, MA 02464
7	Director	N/A	N/A	N/A	N/A
8	Director	N/A	N/A	N/A	N/A
9	Director	N/A	N/A	N/A	N/A
10	Director	N/A	N/A	N/A	N/A

 ORIGINAL

**MEMBERS OF THE CORPORATION
(Exhibit 1.5)**

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

Application # (if more than one): _____

Corporation Name: G2 New England Inc

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



ORIGINAL



ORIGINAL

**CORPORATE BYLAWS
(Exhibit 1.6)**

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

Attach bylaws.

 ORIGINAL



BYLAWS OF G2 NEW ENGLAND

EIN: [REDACTED]

ARTICLE I

Name, Office, and Duration

1. Name. The name of this corporation is G2 New England
2. Location. The principle place of business and administrative office shall be located at 233 Needham Street, Newton, MA 02464
3. Duration. The Corporation shall have perpetual existence.

ARTICLE II

Purpose

1. Purpose. The Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, 1986, or the corresponding provision of any future federal law. Such purposes include but are not limited to:

G2 New England Inc. (G2NE) is a nonprofit, nonpartisan enterprise whose mission is to develop and provide medical marijuana, marijuana infused products, and health based consulting services to qualifying registered patients throughout Massachusetts. Our goal is to help the Commonwealth's patients treat medical conditions and alleviate pain, while operating in full accordance with the laws and regulations of the Commonwealth of Massachusetts.

ARTICLE III

Membership

1. Membership. The Corporation shall have no members.

ARTICLE IV

Board of Directors

1. Election. The Corporation shall designate a Board of Directors who shall initially be appointed by a majority of the incorporators to serve as Directors until such Director's death, resignation, or removal as provided by these bylaws.



ORIGINAL

2. Number. The initial number of Directors shall be three (3) and may be increased or decreased without further amendment of these bylaws. At no time may the number of Directors be less than three (3).

3. Qualifications. To serve as a Director, an individual shall have prior experience serving on a nonprofit board, general business or entrepreneurial experience, and shall have a desire to pay it forward with what they have, know, or have access to.

4. Powers. The Board of Directors shall have all corporate authority, except such powers as are otherwise provided in these bylaws and the laws of the Commonwealth of Massachusetts, to conduct the affairs of the Corporation in accordance with these bylaws. The Board of Directors may by general resolution delegate to committees of their own number, or to officers of the Corporation such powers as they deem appropriate.

5. Meetings. Regular meetings of the Board of Directors shall be held at the place and time designated by the Board of Directors including phone conference calls, monthly or annual meetings, or otherwise called by a majority of the Board of Directors.

6. Special Meetings. Special meetings may be called by the President of the Corporation or a majority of the Board of Directors. Persons authorized to call special meetings shall provide notice of the time and location of such meetings and state the purpose thereof, and no other matter shall be considered by the Board of Directors at such special meeting except upon unanimous vote of all Directors present.

7. Annual Meetings. Directors may meet each year for the purpose of organization, the election of officers, and transaction of other business. The time and location of such meeting shall be noticed in writing.

8. Notice and Waiver. Notice of regular meetings and special meetings need not be in writing. Attendance at any meeting shall be considered waiver of the notice requirement thereof.

9. Quorum. A quorum shall consist of a simple majority of the Directors. If at any meeting, less than a quorum is present, the majority may adjourn the meeting without further notice to the absent Director.

10. Vacancy. Any vacancy occurring in the Board of Directors shall be filled by majority vote of the remaining Directors, though less than a quorum. Each person so elected shall serve until the duration of the unexpired term, or until the next annual meeting. The incorporating Board of Directors shall serve initial terms of three years unless otherwise asked and agreed upon by a majority of the Board of Directors.

11. Removal. Any Director may be removed by majority vote of the remaining Directors for failure to act in the best interests of the Corporation, or lack of sympathy with the stated purpose of the Corporation.

12. Compensation. Directors shall receive no compensation for their service as Directors.

ARTICLE V

Officers

1. Designation of Officers. The officers of the Corporation shall be the President, Vice President, Secretary, and Treasurer, and they shall have authority to carry out the duties prescribed in these

bylaws. The initial officers of the Corporation shall be designated by the incorporators. One person may hold more than one office, except no person may hold the office of President and Secretary.

2. Election and Term. Officers of the Corporation shall be reelected at the annual meeting of the Board of Directors, and shall serve for one year or until their replacements are elected and qualified.

3. Removal. At any regular or special meeting, any officer may be removed by majority vote of the Board of Directors for failure to carry out the duties of the office as prescribed by these bylaws, conduct detrimental to the Corporation, or for lack of sympathy with the stated purpose of the Corporation. Any officer proposed to be removed is entitled to five (5) business days notice of the meeting at which the removal shall be considered and may address the Board of Directors at such meeting.

4. Compensation. Officers of the Corporation shall receive reasonable compensation as fixed by the Board of Directors. The fact that any officer is also a Director shall not preclude receipt of reasonable compensation for services provided under Article V of these bylaws.

5. Vacancy. Vacancies, in any office for any reason, shall be filled by the Board of Directors for the unexpired term of office.

6. Duties of Offices.

A. President: The President is the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Directors or any Committees, supervise and control the affairs of the Corporation. The President will perform all duties incident to the office of President and any other duties that may be required by these Bylaws or prescribed by the Board of Directors.

B. Vice-President: The Vice-President is the Chief Operating Officer of this Corporation. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President and when so acting shall have all the powers, and be subject to, the restrictions placed on the President. The Vice-President shall perform duties as may be assigned by the President or the Board of Directors.

C. Secretary: The Secretary is the Officer of this Corporation who is responsible for the efficient administration of the company, particularly with regard to ensuring compliance with statutory and regulatory requirements and for ensuring that decisions of the Board of Directors are implemented. The Secretary will keep minutes of all meetings of Members and of the Board of Directors and as the custodian of the corporate records, give all notices as are required by law or by these Bylaws, and generally perform all duties incident to the office of Secretary and any other duties as may be required by law, by the Bylaws, or which may be assigned by the Board of Directors.

D. Treasurer: The Treasurer is the Chief Financial Officer of this Corporation and will have charge and custody of all funds of this Corporation, and will deposit the funds as required by the Board of Directors, keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, and render reports and accountings to the Directors. The Treasurer will perform all duties incident to the office of Treasurer, and any other duties that may be required by these Bylaws or prescribed by the Board of Directors.



ARTICLE VI

Restrictions on Actions

1. All the assets and earnings of the Corporation shall be used exclusively for its exempt purposes, including the payment of expenses incidental thereto. No part of any net earnings shall inure to the benefit of any employee of the Corporation or be distributed to its Directors, officers, or any private person, except that the Corporation shall be empowered to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purposes set forth in Article II of these bylaws.

2. Notwithstanding any other provision of these bylaws, the corporation will not carry on any activities not permitted by any organization exempt under Section 501(c)(3), Internal Revenue Code, 1986, or the corresponding provision of any future federal law, or organizations whose contributions which are exempt under Section 170(c)(2), Internal Revenue Code, 1986, or the corresponding provision of any future law. The Corporation shall have no capital stock, pay no dividends, distribute no part of its net income or assets to any Directors, Officers, and private property of the subscribers, Directors or Officers shall not be liable for the debts of the Corporation.

3. No substantial part of the Corporation's activity shall be for the carrying on of a campaign of propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in any political campaign, will not engage in political campaigns or attempt to influence legislation or interfere with any political campaign on behalf of in opposition to any candidate for public office.

ARTICLE VII

Contracts, Checks, Deposits and Funds

1. Contracts. The Board of Directors may authorize, by general resolution, a Director or Directors, an agent or agents, in addition to persons authorized by these bylaws to enter into any contract on behalf of the Corporation.

2. Checks, Drafts and Orders of Payment. All checks, drafts, notes, or orders of payment or other evidence of indebtedness issued in the name of the Corporation shall be signed by the Officer or Board agent such as the Board of Directors may from time to time designate by general resolution of the Board of Directors.

3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may designate.

4. Gifts. The Directors, collectively or individually, any officer or designated agent may accept gifts, contributions, bequests, or devise of any property on behalf of the Corporation.

5. Loans. No Director, Officer or agent shall have the authority, on behalf to the Corporation, to enter into a loan or any other contract of indebtedness except by majority vote in a specific resolution of the Board of Directors. The authority designated by this provision shall be limited to a single and specific instance.



ORIGINAL

ARTICLE VIII

Dissolution

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all liabilities of the Corporation, including the costs and expenses of such dissolution, dispose of all the assets of the Corporation exclusively for the stated purposes of the Corporation.

ARTICLE IX

Statement of Nondiscrimination

Notwithstanding any provision of these bylaws, the Corporation shall not discriminate against any director, officer, employee, applicant, or participant on the basis of sex, race, color, ethnicity or national origin.

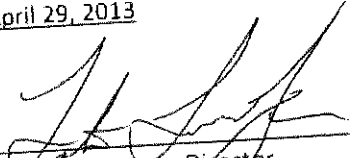
ARTICLE X

The Board of Directors shall have the power to amend, alter, make and repeal the bylaws of the Corporation by majority vote.

Adoption of Bylaws

Adopted by the Board of Directors by resolution and vote of the Directors on the date below:

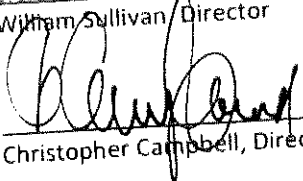
April 29, 2013



Fotis Loulourgas, Director



William Sullivan, Director



Christopher Campbell, Director



ORIGINAL

**G2 New England
Conflict of Interest Policy**

The standard of behavior at the G2 New England is that all staff, volunteers, and board members scrupulously avoid conflicts of interest between the interests of G2 New England on one hand, and personal, professional, and business interests on the other. This includes avoiding potential and actual conflicts of interest, as well as perceptions of conflicts of interest.

I understand that the purposes of this policy are to protect the integrity of the G2 New England's decision-making process, to enable our constituencies to have confidence in our integrity, and to protect the integrity and reputations of volunteers, staff and board members. Upon or before election, hiring or appointment, I will make a full, written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. This written disclosure will be kept on file and I will update it as appropriate. I understand that the purposes of this policy are to protect the integrity of the G2 New England's decision-making process, to enable our constituencies to have confidence in our integrity, and to protect the integrity and reputations of volunteers, staff and board members. Upon or before election, hiring or appointment, I will make a full, written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. This written disclosure will be kept on file and I will update it as appropriate.

In the course of meetings or activities, I will disclose any interests in a transaction or decision where I (including my business or other nonprofit affiliations), my family and/or my significant other, employer, or close associates will receive a benefit or gain. After disclosure, I understand that I will be asked to leave the room for the discussion and will not be permitted to vote on the question.

I understand that this policy is meant to supplement good judgment, and I will respect its spirit as well as its wording.

Signed: _____ Date: _____



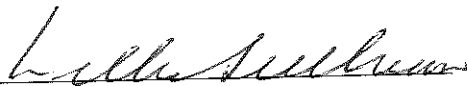
ORIGINAL

AFFIDAVIT OF WILLIAM SULLIVAN

Name: William Sullivan, Treasurer and Clerk - G2 New England Inc
ADDRESS: 24 Savin Hill Street
Canton, MA 02021

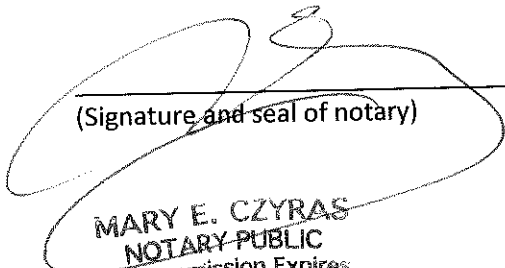
I, William Sullivan, Clerk of G2 New England Inc., swear or affirm:

That the attached By-laws of G2 New England Inc. which were approved and signed by the Board of Directors on April 29, 2013 are the true and last approved By-laws of G2 New England Inc.


William Sullivan, Clerk

COMMONWEALTH OF MASSACHUSETTS

On this 14th day of November, 2013, before me, the undersigned notary public, personally appeared the above named William Sullivan, proved to me through satisfactory evidence of identification, which was MA DL, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.


(Signature and seal of notary)
MARY E. CZYRAS
NOTARY PUBLIC
My Commission Expires
January 23, 2015

My Commission Expires: 1-23-2015



ORIGINAL

**AMENDED ARTICLES OF ORGANIZATION
(Exhibit 1.7)**

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

Corporation Name: : G2 New England 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.

Application # (if more than one): _____

Corporation Name G2 New England Inc.

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

ORIGINAL

**REFERENCES
(Exhibit 1.9)**

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

Corporation Name: G2 New England Inc. Application # (if more than one): _____

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Christan Lanza	781-812-7219 christan.lanza@gdit.com	Strategic partner of applicant	10/2008 until present
2	Levi Clarke	802-734-5917 levi.clarke@dealer.com	Client of applicant	6/2010 until present
3	Scott Sherman	617-359-5564 scott.sherman.ctr@hanscom.af.mil	Client of applicant	8/2012 until present



ORIGINAL

EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Application # (if more than one): _____

Corporation Name: G2 New England Inc.

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1	Chief Executive Officer/Executive Director	Fotis Loulourgas	[REDACTED]	frank.loulourgas@g2ne.org 617-420-0123 x 206	233 Needham St, Suite 300 Newton, MA 02464
2	Chief Financial Officer/Director of Finance	William Sullivan	[REDACTED]	william.sullivan@g2ne.org 617-420-0123 x 208	233 Needham St, Suite 300 Newton, MA 02464
3	Chief Operations Officer/Director of Operations	Christopher Campbell	[REDACTED]	chris.campbell@g2ne.org 617-420-0123 x 203	233 Needham St, Suite 300 Newton, MA 02464
4	Director of Facilities	Matthew Campbell	[REDACTED]	matt.campbell@g2ne.org 617-420-0123 x 204	233 Needham St, Suite 300 Newton, MA 02464
5	Director of Human Resources	Deborah Tharp	[REDACTED]	deb.tharp@g2ne.org 617-420-0123	233 Needham St, Suite 300 Newton, MA 02464
6	Director of IT	George Manso	[REDACTED]	george.manso@g2ne.org 617-420-0123 x 202	233 Needham St, Suite 300 Newton, MA 02464

ORIGINAL

**EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)**

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
7	Director of Dispensary and Health Services	Maria Manso	[REDACTED]	<u>maria.manso@g2ne.org</u> 617-420-0123	233 Needham St, Suite 300 Newton, MA 02464
8	Director of Cultivation	Vasilios Viores	[REDACTED]	<u>vasilios.viores@g2ne.org</u> 617-420-0123	233 Needham St, Suite 300 Newton, MA 02464



ORIGINAL



ORIGINAL

**RESUMES FOR EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.2)**

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Chief Executive Officer/ Executive Director	Fotis Loulourgas
2	Chief Financial Officer/Director of Finance	William Sullivan
3	Chief Operations Officer/Director of Operations/Other	Christopher Campbell
4	Director of Facilities	Matthew Campbell
5	Director of Human Resources	Deborah Tharp
6	Director of IT	George Manso
7	Director of Dispensary and Health Services	Maria Manso
8	Director of Cultivation	Vasilios Viores



ORIGINAL



President and CEO - G2 New England, Inc

Fotis Loulourgas

Summary:

- Dynamic professional who utilizes leadership, proven past performance and teamwork to design and execute solutions that create demonstrable customer value.
- Over 17 years of professional experience with a proven track record of successfully managing complex projects, to include migrations, integrations, security assessments, moves and expansions.
- Proficient in designing and deploying Enterprise Engineering Solutions for both public and private sector organizations utilizing the latest, best in class solutions. Expert level knowledge of Network Design, Information Assurance, Security Posture Assessments, Business Continuity Planning, Resource Allocation, Network Administration and Project Management.
- Extremely organized, resourceful, business minded, budget conscious and self-motivated.
- Veteran of United States Marine Corps
- Founder and Owner of a successful ISO 9001 certified, Veteran Owned Small Business
- Fluent in 3 languages: English, Greek, and Spanish

Education, Training and Certifications

- U Mass Boston, Business Administration major
- ISO 9001 Quality Management Certified
- COMPTIA Advanced Security Practitioner & Security+ - Information Technology Security Certifications
- Cisco CCNP, CCDP, and CCSP Professional Network Engineering Certifications
- Recipient of numerous meritorious awards while serving as a Sergeant and Section Leader in the Marine Corps.
- Holds an Active U.S. SECRET Security Clearance

Experience

Executive

Founder / Chief Executive Officer: Fotis Networks, LLC (Needham, MA - 6/2006 – Present)

Fotis Networks is a Massachusetts based network and systems design and integration company founded to provide quality, turnkey IT solutions and services to the Department of Defense, Department of Homeland Security, various other federal agencies, local municipalities, and private sector businesses throughout the U.S. and abroad.

- Proven track record of successfully managing highly complex technical projects from inception to completion, on time and within budget
- Grew the company from 1 to 15 employees in 2 years' time and established contract vehicles in excess of 7 million dollars in under 5 years
- Increased revenue an average of 75% annually while controlling overhead and company growth by implementing self-developed efficiency and quality delivery programs
- Developed all partner and vendor relations and all company training, industry certifications, and compliancy programs to include ISO 9001 quality management system registration
- Designed operational and accreditation processes and documentation for customers, to include investment and environmental analysis, capacity planning, project timelines and lifecycles, and budgetary guidelines
- Facility Security Officer overseeing all personnel clearance and interacting with the Department of Defense

President and CEO • G2 New England, Inc
Fotis Loulourgas



- Responsible for all decisions regarding employee staffing, training, compliancy, operating budgets, marketing, and overall business development
- Fotis Networks performs design, implementation, and operational support for a multitude of organizations in various sectors with a focus on the following disciplines and technologies
 - Network and Telephony Infrastructure design and security
 - Vulnerability assessments, security posture design, remediation and mitigation, and compliancy processes for a variety of regulatory agencies to include DISA, HIPAA, CIS, PCI, Sarbanes Oxley, etc.
 - Full Certification and Accreditation Support (C&A) for Department of Defense Agencies
 - Strategic planning for fault tolerance, redundancy and disaster recovery for mission critical platforms.
 - Consulting and planning for national and international and overseas expansions and integrations
 - Network traffic analysis, capacity planning, systems performance optimization
 - Wireless Metropolitan, Campus, and Local Area Network design and deployment to include WiMax
 - Global Wide Area Networks incorporating ATM, Frame Relay, Point-to-Point and MPLS technologies as well as secure remote communications utilizing various VPN technologies

Vice President: Vertical Unlimited Inc. (Clinton, MA - 12/2001 – 12/2002)

Vertical Unlimited is a turnkey wireless telecommunications provider focused on the construction and maintenance of wireless telecommunications facilities across New England.

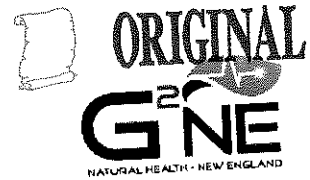
- Hired on an annual contract to assist this start-up by defining business operational guidelines, staffing and training plans, sales and marketing strategies, employee safety manuals and industry certifications and compliance
- Leveraging my prior service delivery and product lifecycle experience, Vertical Unlimited was in full operation within 3 months and delivered a net profit of over \$300,000 in its first year of operation.
- In one year's time due to my efforts, the company was fully staffed, met all Massachusetts and OSHA compliancy guidelines and had subcontractor agreements in place for 3 years' worth of revenue generating projects. At this time, I opted to move back into the information technology industry with a focus on Department of Defense systems and security.

Managerial

Senior Network Engineer: General Dynamics (Needham, MA - 8/2002 – 11/2005)

General Dynamics is a leading integrator of systems, technology and products that create decisive advantages for the U.S. military and government customers' communication and information management needs.

- Contracted to aid in the physical and logical data network design for U.S. military bases throughout Japan and Europe in an effort to completely upgrade network infrastructure and systems as part of NMCI and BLII contract vehicles. (Navy – Marine Corps Intranet)
- Worked with a diverse team of dozens of network and system engineers to establish new data centers in accordance with industry and Department of Defense standards
- Part of an Information Assurance team providing network security utilizing cross vendor firewalls and secure encryption devices linked to global ATM and IP backbones.
- Installed and configured Microsoft 2003 Active Directory services for classified and unclassified server farms for the US Navy throughout the Far East and Middle East.
- Created documentation for 100's of military sites including vulnerability reports, network diagrams, BOMs, and As-Builts.



President and CEO • G2 New England, Inc
Fotis Loulourgas

Integrations Specialist: Digilab Global (Randolph, MA - 10/2001 – 8/2003)

Digilab is a biotech leader that manufactures and markets analytical instruments and systems based on infrared technology, for a wide variety of applications but aimed at the pharmaceutical industry.

- Hired to lead the technical integration of newly acquired subsidiary companies and upgrade existing network infrastructure as well as create equipment and platform standardization specifications and usage policies.
- Managed the global migration and lifecycle from 'end of life' hardware and software to new operating platforms to support product research and development, manufacturing, marketing and delivery.
- Travelled to satellite offices and partners throughout Japan and Europe to work with employees and vendors to standardize systems and operations, procure equipment and build out data centers for new offices
- Responsibilities included installing and configuring servers, routers, switches and firewalls and ensuring global connectivity, reliability, security and throughput.
- Performed security assessment of all offices which led to the implementation of a new secure remote access solutions for mobile users using VPN hardware and a two-factor authentication process.

Network Manager: Forrester Research (Cambridge, MA - 12/1999 – 10/2001)

Forrester Research identifies and analyzes emerging trends in technology and their impact on business.

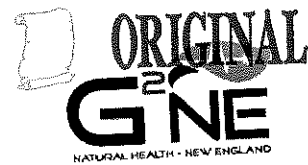
- Forrester relied on my network engineering, organizational, and project management skills to expand their technical infrastructure to new offices around the Globe while supporting existing systems and daily network operations.
- Successfully designed and implemented fault tolerant data and telephony networks for newly acquired offices in several U.S. and European locations; always meeting demanding deadlines, and working within budget constraints with little or no supervision
- Managed IT network and system infrastructure in European headquarters and directly supervised a 6 person IT support team.
- Increased reliability, and efficiency of existing network and software systems by eliminating single points of failure, improving security posture and greatly reducing operating costs
- Responsible for maintaining all critical network systems, developing and maintaining annual operating budgets, and hiring and training technical staff.
- Reported directly to the Executive Director of Operations.

Network Manager: Boston Housing Authority (Boston, MA - 7/1997 – 12/1999)

The BHA is the largest public housing authority in New England, housing 10% of Boston's residents.

- Managed the BHA city-wide wide area and local area networks, including all data center systems operations
- Oversaw the systems administrators and tech support personnel and directed daily operations
- Provisioned circuits, and installed and maintained all network equipment across 25 remote offices as part of a self-led network infrastructure upgrade
- Designed, and implemented high availability, redundancy, and disaster recovery solutions for all locations
- Centralized management of all systems using SNMP based management software
- Created and documented data storage, backup and archiving strategies
- Deployed remote access solutions for teleworkers
- Led the citywide email platform migration and worked with other city agencies to ensure proper integration
- In addition to my tenure as a full time employee, the BHA has contracted my services over the years for a variety of IT projects including a bi-annual assessment of their security posture, a migration to Windows 2000 Active Directory, the implementation of Cisco firewalls, and Citrix Metaframe XP pilot.

President and CEO • G2 New England, Inc
Fotis Loulourgas



Senior Network Administrator: Boston Police Department (Boston, MA - 1/1996 – 7/1997)

- Key role in designing, installing, and integrating data and voice systems in the new Police Headquarters building during that transition
- Migrated dozens of servers and just under 1000 users across all precincts to new server and workstation operating systems and messaging platforms
- Created and maintained user accounts, created security policies and procedures, and ensured the integrity of highly confidential police data through encrypted backups and constant disaster recovery initiatives
- Evaluated emerging network technologies with a view toward constantly improving the delivery of information services to over 20 police districts
- In addition to my tenure as a full time employee, the BPD has contracted my services over the years for a variety of IT projects including the integration of their data network with that of Boston City Hall's.



Treasurer, Clerk and CFO - G2 New England, Inc

William J. Sullivan

Summary:

- Over twenty-two (22) years of Public School Administration Experience. Responsible for the oversight of school finance and accounting, building maintenance and custodial services, bus transportation and Human Resources.
- Over thirteen (13) years' experience as CFO and Executive Director of Massachusetts nonprofit organizations.
- Over three (3) years' experience as the CFO of a for-profit subchapter 'S Corporation'.
- Extensive supervisory experience overseeing both internal staff members and subcontractors.

Education, Training and Certifications

- MBA – Bentley College
- MEd – Boston State College

Experience

Executive

Non Profit Organizations:

Executive Director: G.R.O.W. Associates, Inc (Avon, MA)

- Responsible for all day-to-day operations and carrying out the directives of the Board of Directors.
- Created a Day Habilitation Program with assistance from the MA Department of Public Health (DPH)
- Program allowed adults with developmental disabilities with a structured treatment program of therapeutic and habitation services, which are medically driven to elevate the participants' level of functioning, and to facilitate independent living and self-management in their communities.
- This program increased bottom line revenues for the organization by 40%, created additional jobs within the community and saved the Commonwealth thousands of dollars in residential treatment services.

Executive Director: P.R.I.D.E. Inc (Taunton, MA)

- Nonprofit PRIDE, Inc. assists eligible MassHealth members to achieve independent living through this community based support Personal Care Attendant (PCA) Management Program, Workshops and day habilitation programs for adults with developmental special needs.
- Responsible for all day-to-day operations and carrying out the directives of the Board of Directors.
- Created a Day Habilitation Program with assistance from the MA Department of Public Health (DPH)
- Increased bottom line revenues for the organization

Financial

Non Profit Organizations:

Director of Finance and Administration: Casa Myrna Vazquez Inc. (Boston, MA)

- A Nonprofit organization offering a comprehensive range of programs to address and end domestic violence including housing, counseling and legal services for abused and battered women and their children.
- Responsible for all company finances, human resources, daily operations and oversight of the IT department.
- Modernized and updated the entire accounting system tying all accounts to lines in the Annual Uniform Financial Report (UFR). This allowed the end-of-the-year reports to be prepared in minutes instead of days with a higher degree of accuracy.
- Increased the nonprofit's reserves from \$475K to \$1.1m within a two year period.



Treasurer, Clerk and CFO • G2 New England, Inc
William Sullivan

Deputy Director of Finance: Bromley-Heath Tenant Management Corporation (Jamaica Plain, MA)

- A full-service nonprofit housing management company that provides management services to public housing developments.
- The first resident group in the country to manage the public housing development in which it lives.
- Responsible for finances, human resources, operations and IT.
- Increased nonprofit reserves from \$1,000 to \$765,000 within 18 months of taking office.

CFO: Farr Academy (Cambridge, MA)

- A nonprofit education program and therapeutic day school serving students in grades 7 through 12 with a range of emotional and learning problems.
- Responsible for finances, human resources, operations and IT.

CFO: Cardinal Cushing Schools (Hanover, MA)

- A nonprofit resident and day school educational program for individuals with developmental special needs.
- Responsible for finances, human resources, operations and IT.
- Worked with the Commonwealth's Rate Setting Commission to adjust the annual residential rates by 33% at the same time bringing the annual bottom line from a loss to a profit within three years.
- Undertook a two (2) year in-depth analysis study to determine more efficient ways to increase the program's bottom line working capital. Analysis concluded with a recommendation that rate increases be implemented. Once implemented these rate increases transitioned the program from a operating deficit of over \$30,000 to a surplus of over \$500,000.

Public Schools:

Assistant Superintendent of Schools for Administration and Finance: Needham and Brookline Public Schools

- Developed and oversaw school budgets ranging from \$11 million to \$18 million
- Responsible for the oversight of school finance and accounting, building maintenance and custodial services, bus transportation and Human Resources.
- Chaired school building comity

Business Manager: Needham Public Schools

For Profit Entities:

CFO: Fotis Networks LLC (Needham, MA)

- An IT networking and security company serving clients such as the US Department of Defense, the health care industry, commercial enterprises, Boston area small businesses and nonprofits.
- Rebuilt the General Ledger for 2008 to 2010 from the bottom up in order to facilitate the payment of taxes.
- Produced detailed financial reports, cash flow, and P&L statements to enable the company to secure over \$450,000 in SBA lines of credit. This line of credit allowed the company to take on larger projects new sectors of business.

Retail

Assistant Store Manager: Walgreens Stores (Framingham and Newton, MA)

- Responsible for the day-to-day operations of the store when the Store Manager was not present. Oversaw inventory and retail sales.



ORIGINAL



Vice President and COO - G2 New England, Inc

Christopher B Campbell

Summary:

- Experienced business owner with multiple businesses. Business sectors span product manufacture, wholesale and retail distribution and security design, implementation and compliance services.
- Over 10 years of experience as manager and engineer for IT security firms focused on network and systems infrastructure. In depth experience with systems security compliance in highly sensitive environments. Expert level understanding with compliance standards including HIPAA and the Department of Defense's DISA STIG.
- Over 8 years of experience managing retail and hospitality industry businesses including food service, and retail healthcare products.
- Expert in agriculture methodologies, landscaping systems and aquarium systems design and maintenance specializing in lighting, plumbing systems and water chemistry.

Education, Training and Certifications

- B.S. Arizona State University
- ISO9001:2008 compliance training
- COMPTIA Advanced Security Practitioner
- Holds and Active U.S. SECRET Security Clearance

Experience

Executive

Owner: Techworks Solutions (Naples, FL)

Co-founder and owner of a computer consulting company. Developed specialized computer automation systems aimed at streamlining repetitive tasks, improving customer service related issues and reducing excess waste. Implemented Electronic Medical Records (EMR) systems to help medical offices streamline their practices and aid in HIPAA security compliance. Delivered and maintained a variety of IT systems including POS, CCTV, EMR, modality imaging, and medical billing systems.

Owner: Inventech LLC (Needham, MA)

Founder and sole proprietor of invention cooperation with a focus on bringing new technologies to market.

Managerial

Senior Security Engineer: Fotis Networks LLC (Needham, MA)

Managed several projects and security system implementations as a consultant to several government agencies, large health care systems integrators and hospitals.



Vice President and COO • G2 New England, Inc
Christopher B. Campbell

Flotis Networks Project Experience:

- Network Engineer (Contract Position): Philips Healthcare Informatics (Needham, MA)
Responsible for network troubleshooting and analysis, performance reviews, optimization, and network and system compliance for several of Philips' customers. Lead teams that provided emergency field troubleshooting and remediation for Philips PACS systems. Provided guidance and compliance management for HIPPA and CIS security and retention policies for hospitals that operated Philips iSite platform.
- Project Manager and Lead Engineer (Contract Position): US NAVY (Needham, MA)
Project Manager and Lead Engineer for all voice projects. Implemented and provided ongoing support for complete TMS (telephony management system) for telecom data collection and processing (CAIRS.net). Lead team effort that securely integrated dozens of remote sites by configuring and supporting encrypted VPN tunnels / WAN links, and all in band and out of band network devices. Support scope included Active Directory, IIS, SQL databases, HBSS, Anti-Virus, Backup, and custom software integration on physical and virtualized platforms. Security manager in charge of hardening of all network devices and system components to meet DISA IA STIG requirement and pass government IA system validation.
- Network Engineer (Contract Position): General Dynamics Armament and Technical Products (Needham, MA)
Key team member supporting the migration of GDATP's main computing data center and internet point of presence to include consolidation and upgrades during a data center move process. Lead engineering teams for a WAN redesign project and provided 24x7 Tier 3 network troubleshooting, analysis, and upgrades for one year after the completion of the project.
- Project Manager and Lead Engineer (Contract Position): TECH INC (Needham, MA)
Project Manager and Lead Engineer for security systems installations for government facilities in Washington DC. Lead teams of engineers and facilities contractors to install CCTV camera systems, proximity card door readers, alarms, and database systems for video archiving and access control auditing.



Director of Facilities - G2 New England, Inc

Matthew J Campbell

Summary:

- Over ten years of project management experience with infrastructure build out and implementation projects including industrial facilities and commercial tenant improvements.
- Systems Engineer experienced with computerized environmental control systems including automated lighting, climate control and irrigation systems.
- Experience in quality control, safety, systems security and standards compliance in highly sensitive environments. Familiarity with OSHA, ISO9001 and HIPAA compliance.
- Extensive supervisory experience overseeing both internal staff members and subcontractors

Education, Training and Certifications

- BS Construction Management - Arizona State University
- OSHA work place safety training
- ISO9001:2008 compliance auditor training / certification
- COMPTIA Security+ - Information Technology Security Certification
- Holds an Active U.S. SECRET Security Clearance

Experience

Executive

Owner/Partner: Campbell & Company, LLC (Albany, NY)

Key partner of a design-build construction company. Responsible for stream-lining business processes and resolving site issues. Improved billing accuracy by 40% and lowered company risk by 35%.

Owner: Techworks Solutions (Naples, FL)

Co-founder and owner of a computer consulting company. Designed complex infrastructure solutions for customer data centers and implemented disaster recovery systems. Implemented Electronic Medical Records (EMR) systems to help medical offices streamline their practices and aid in HIPPA security compliance. Designed complex infrastructure solutions for customer data centers and implemented disaster recovery systems. He designed and implemented security and physical access control systems including video surveillance, proximity card readers and computerized access control software.

Managerial

Project Manager: Fotis Networks LLC (Needham, MA)

PM for an IT company focused on computer systems security. Focused on implementing highly secure IT solutions in exceedingly sensitive environments. Client sectors include the US Department of Defense, health care, commercial enterprise, and nonprofit customers.

Director of Facilities • G2 New England, Inc
Matthew Campbell



Project Engineer: Baugh Construction (Seattle, WA)

Assistant to project manager for a sixty million dollar construction project of an industrial research facility. Responsible for subcontractor management, budgetary reporting and forecasting, construction schedule analysis and job site safety initiatives.

Project Engineer: Krekow Jennings Inc. (Seattle, WA)

Lead site engineer on multiple multimillion dollar construction projects. Resolved design and engineering related problems through close coordination with the Architectural and Engineering teams. Maintained project as-built documentation and traceability records.

Assistant Project Manager: OPUS Construction Corporation (Phoenix, AZ)

Assistant PM on commercial office building tenant improvement projects and industrial construction projects. Primary responsibilities included developing cost estimates and budgets for project feasibility studies, preparing subcontractor bid packages, subcontract agreements and change orders.



Director of Human Resources - G2 New England, Inc

Deborah L. Tharp

Summary:

- Over thirty-two years experience in Human Resource, office management and customer service.

Education, Training and Certifications

- Certificate of HR Management

Experience

Management

Human Resource and Payroll Manger: Henkel Electronics (Canton, MA)

- HR manager for a manufacturer of materials for the electronics industry. Responsible for all functions of the human resource department including payroll.

Director of Customer Service: QPS Inc (Southborough, MA)

- Responsible for personnel training and education for improvements in Quality, Productivity and Individual Skills.

Customer Service and Billing Manger: Henkel Electronics (Canton, MA)

- Manager for a manufacturer of materials for the electronics industry. Responsible for all aspects of customer service and billing.

Office Manager: National Starch and Chemical (Canton, MA)

- Office manager for a chemical manufacturer selling to the Electronics and Automotive Industries. Responsible for running the entire office including supervision, human resources, AR and AP

Office Supervisor: W R Grace Co. (Cambridge, MA)

- Responsible for running the entire office including supervision, human resources, AR and AP

Distribution

Office Manager: MPC (Canton, MA)

- Office manager for a janitorial supply distributor. Responsible for running the entire office including supervision, human resources, AR and AP.



Director of IT - G2 New England, Inc

George V. Manso

Summary:

- Over seven years experience as a Principal Information Security Architect at Fotis Networks as a subcontractor to the Department of Defense.

Education, Training and Certifications

BSIT - Bryant University

Holds the following certifications:

- Center for Internet Security (CIS) Member
- Comp TIA Advanced Security Practitioner (COMP001020078124)
- ITIL Foundation
- MCITP: Enterprise Administrator on Windows Server 2008
- MCITP: Server Administrator on Windows Server 2008

Experience

IT Security

NATO: Domain Redesign and SCCM 2012 Deployment (Brussels, Belgium)

Acted as Windows Domain Architect and System Center Subject Matter Expert; Analyzed and redesigned Active Directory infrastructure across three sites from three standalone Forests into a single Forest with three Domains; Designed and implemented SCCM 2012 solution for asset compliance across all sites; Implemented SCCM 2012 as a Configuration Management Database for asset management, change tracking, and help desk usage

U.S. Air Force (USAF): AOC Weapons System Deployment (Langley AFB, VA)

Acted as Citrix Subject Matter Expert and Senior Windows Systems Architect; Deployed and hardened four tenant Citrix Farms, including Zone Data Collectors, Provisioning Services, and customized vDisk-based Application Servers; Deployed four FIPS-Compliant Netsoaler Access Gateways; Deployed HP Device Manager to provide automated imaging of HP Thin and Thick Clients with Citrix Desktop Access. Performed security and risk audit of baseline system in accordance with DISA Guidelines

U.S. Marine Corp (USMC): DWDM System Implementation (Okinawa, Japan)

Acted as Windows Domain Architect and Information Security Architect for four bases; Responsible for onsite installation and configuration of a Server 2008 Hyper-V-based virtualization platform, Active Directory, DNS, Microsoft Network Policy Server, Syslog, Secure NTP. Deployed forest covering four geographically isolated domains across Japan; Audited, Scanned, Secured, and Hardened all Windows Systems in accordance with newly-released DISA Security Content Automation Protocol; provided 24 hour remote support for site engineers on Windows and Cisco Equipment

U.S. Navy: Communications Manager Upgrades (Various Naval Bases Worldwide)

Acted as Windows System Architect and Information Security Architect for eight sites; Responsible for install and configuration of a Server 2008 Hyper-V-based virtualization platform, Active Directory, DNS, Microsoft Network Policy Server, Syslog, Secure NTP. Deployed eight standalone domains with certificate-based two-factor authentication; Audited, Scanned, Secured, and Hardened all Windows systems in accordance with the latest DISA STIGs, Gold Disk, and Retina scans; Secured and Hardened all services including Active Directory, DNS, IAS, and RADIUS; Worked with Government Validators to verify, document, and mitigate all findings leading to a successful accreditation

General Dynamics ATP: System Support (Charlotte, NC)

Analyzed and created physical and logical design for Active Directory Forest and three Domains; Designed and implemented modernized Active Directory structure and Role-based Access Control across all domains; Redesigned and migrated DNS and DHCP Infrastructure to Infoblox Network Devices; Performed zero-downtime upgrade of corporate Active Directory Forest and servers to 2008 R2 from 2003; Designed and implemented secure templates, GPOs, and guidelines to bring corporation in line with CIS-Enterprise, PCI, and SOX standards; Live migrated physical server environment from Vermont to virtual environment in North Carolina with zero downtime; Implemented two-factor CAC-based authentication for external portal and Sharepoint using Juniper SSL VPN appliances; Implemented two-factor On Demand-based authentication for external portal and Sharepoint using Bluecoat SG appliances; Acted as Tier 3 Systems and Information Security support for six geographical sites and 2000 users

PACSGEAR: Information Assurance (San Francisco, CA)

Implemented DIACAP process to accredit system for military deployment; Advised customer on security implementation and impact for validation; Performed vulnerability scanning, risk audit, and mitigation for type accreditation in accordance with DISA Security Technical Implementation Guides, HIPAA Guidelines, SOX Compliance, and PCI Compliance; Created necessary deliverables for DIACAP accreditation

U.S. Navy: Naval Support Activity: AS-5300 VOIP Upgrades (Bahrain)

Traveled to NSA Bahrain for on-site support; Built and hardened Windows Required Auxiliary Equipment to support VOIP system; Performed audit, penetration testing, vulnerability scanning, and remediation in accordance with DISA Guidelines; Created deliverables for Customer and Government Validators to accredit system successfully

U.S. Navy: NH95 Accreditation (Norfolk, VA)

Built and deployed hardened Windows Server 2003, Windows Server 2008 R2, Windows XP, and Windows 7 images for Naval validation; Acted as Information Security Engineer between Commercial Software Installers and Navy Engineers for Systems and Software; Achieved successful validation by Naval Validators

U.S. Marine Corps: USMC Enterprise IT Service Management Accreditation (Kansas City, MO)

Responsible for time-sensitive scanning, remediation, and validation of production -critical Marine Corp systems for government accreditation; Scanned, Secured, Hardened, and Validated Windows systems including Server 2003, IE8, IIS, Tomcat, JBoss, Microsoft.NET, and Microsoft SQL Server; Acted as Tier 4 Systems and Security Support for all Windows servers and web applications; Achieved successful validation by Marine Corp Validators on an accelerated schedule

Director of IT • G2 New England, Inc
George V. Manso



ORIGINAL



U.S. Marine Corps Enterprise IT Services (MCEITS): Datacenter System Build and Accreditation (Kansas City, MO)

Responsible for initial design of the Representative Model as well as Production Enclaves; Deployed Windows virtual machines for all enclaves as well as design configuration of Active Directory, DNS, and Web Servers for 300+ Windows Servers across 4 forests and 16 domains; Responsible for Active Directory, DNS, and Group Policy architecture for all enclaves; Responsible for Group Policy and individual server-based remediation and hardening on the Windows infrastructure including Gold Disk, Retina, and DISA Manual STIG Checklists; Consistently worked with Government Validation teams to insure a positive validation effort in all enclaves; Worked with Subject Matter Experts in all fields to identify and mitigate findings related to the application level; Wrote and implemented Plans of Action and Mitigation for open findings for submittal to the Government Approval Authority; Acted as Tier 4 Systems and Security Support for all enclaves

U.S. Navy: RTMS Cairns Telephony Accreditation (San Diego, CA)

Responsible for installation and security mitigation of Windows XP Workstations and IIS-based web servers; Implemented and tested CAC PKI two-factor authentication for web services; Met and organized project guidelines with Military Officers and Government Program Office Officials



Director of Dispensary and Health Services - G2 New England, Inc

Maria G. Manso

Summary:

- Over twenty-five (25) years in Healthcare Services, including:
- Critical Care Transport Specialist practicing in ICU/CCU, Cardiac Cath Labs
- Medivac Paramedic for Boston Med Flight
- Paramedic Supervisor for Massachusetts based 911 EMS systems
- Certified Instructor for Emergency Medical Services, ALS, BLS, CPR
- Emergency Room level 2 Technician, including IV, Phlebotomy, EKG
- Safety Officer in accordance with OSHA safety rules and regulations and responsible for OSHA compliance and training in the Construction Industry
- Trained and certified in IT Security Compliance Practices

Education and Training

University of Maryland
CCT-EMPT, Critical Care Certification

Cape Cod Community College
Paramedicine - Associate's Degree

Northeastern University
Business Management
Emergency Medical Technician Certification

Microsoft, Waltham MA
Microsoft Office Certification

Certifications

- OSHA work place safety training
- DDI Interaction Management Tactics
- Instructor CPR and Basic Life Support
- CCEMTP (Critical Care Emergency Medical Transport Program)
- Critical Care Flight Paramedic
- National Registry of Paramedics
- Mass Registered Paramedic
- Advanced Cardiac Life Support
- Pediatric Advanced Life Support
- Advanced Trauma Life Support
- Safety Certification -Tower Rescue
- American Medical Response (AMR) - Disaster Response Team

Director of Health Services • G2 New England, Inc
Maria G. Manso



Experience

Executive

Director of Operations: Sail Marblehead, Inc. (Marblehead, MA)

- Director of Operations for a 501(c)(3) non-profit organization
- Ensure maximum student enrollment in company programs.
- Coordinates all safety and training programs.

Executive Assistant: Athena Health (Watertown, MA)

Full time Executive Assistant to the CTO, and VP for a large Healthcare Management company.

Management

Critical Care Transport Paramedic Supervisor: American Medical Response (Natick, MA)

Functioned as a Critical Care Transport Specialist, 911 Rescue Paramedic Supervisor, and

- Supervisor responsible for day to day operations with ALS and BLS Ambulances within all towns and stations in Massachusetts
- Advanced Life Support and Basic Life Support Educator. Taught life support training classes to paramedics.

Emergency Technician Level II: Newton Wellesley Hospital (Newton, MA)

- Worked together with nurses and physicians to ensure overall care of patients, including Electrocardiograms, IV's, Phlebotomy, general labs
- Patient care related responsibilities included initial evaluation of the patient, EKG's, Phlebotomy, Intravenous Therapy, and Labs.

Compliance Manager: Vertical Unlimited (Leominster, MA)

Functioned as OSHA Compliant Safety Supervisor, Compliance Manager and Safety Instructor

- Certified in tower and building rescue techniques.
- Responsible for on and offsite safety of employees and sub-contractors.
- Assurance of OSHA compliance on all projects

Health Care Technician

Flight Paramedic: Boston Med Flight (Bedford, MA)

Functioned as a full time Flight Paramedic, practicing in ICU/CCU, Cardiac and flight safety



Director of Cultivation - G2 New England, Inc

Vasilios Viores

Summary:

- Experienced Medical Marijuana dispensary operator in the State of Arizona.
- Extensive past performance experience successfully managing large scale non-profit based Medical Marijuana cultivation facilities and dispensaries.
- Broad knowledge of the medicinal usage of cannabis including the cultivation of specific strains for medical use.
- Comprehensive knowledge of the Medical Marijuana industry as a whole.
- Master grower with ample cannabis cultivation experience. Experienced with various growing methodologies ranging from germination from seed, cloning and grafting in both hydroponic and conventional soil mediums.
- Chaired and managed the day to day operations of the first dispensary organization to complete two Arizona Department of Health Services inspections.
- Major contributor and organizer of events for Power Packs 4 Success (2009-2012), a non-profit organization that distributes school supplies to underprivileged school children.
- Massachusetts native

Education, Training and Certifications

- St. Francis Matignon High School, Cambridge, MA
- U.S Navy, DEP Program
- Member of the National Cannabis Industry Association (NCIA)

Experience

President/Chairman of Board: Rainbow Collective (Tucson, AZ)

- Founder and Principal of Rainbow Collective dispensaries, operators of two licensed medical marijuana dispensaries in the state of Arizona.
- Director of business processes and regulation compliance.
- Director of all RMD business operations including: cultivation, dispensary operations, patient education and all financial management of the non-profit organization.
- Experience with state of the art hydroponic growing systems (aeroponic, drip, ebb and flow).
- In depth knowledge of various indoor grow light technologies and lighting methodologies utilized during the various stages of growth for maximizing cannabis yield, quality and growing efficiency.
- Implemented and managed Rainbow Collectives' grassroots marketing and advertising campaign from the ground up.
- Worked closely with Tucson Police and the Pima County Sheriffs Department to develop educational programs and security procedures for medical marijuana dispensaries in Arizona.

Director of Cultivation • G2 New England, Inc
Vasilios Viores



ORIGINAL



Owner: HFB Management (Tucson, AZ)

- Owner of a management and consulting firm dedicated to establishing and maintaining medical marijuana dispensaries and licensed grow facilities.
- Company's mission is geared toward guiding individual medical cannabis entities to meeting their patients' needs while meeting and managing all state regulatory mandates for growing and dispensing medical marijuana.
- Specialized in educating medical marijuana dispensary businesses cultivation techniques for improving efficiency including methods for maximizing product yield and obtaining the ideal cannabinoid ratios for specialty medical needs.
- Partnered with AZ Medical Marijuana Certification Centers (AZMMCC) to develop programs to aid low income patients to obtain discounted state issued MMJ licenses.

Owner/Partner: Standard Health Nutraceuticals (Tucson, AZ)

- Established alternative natural healing medicinal entity. Utilized homeopathic remedies to alleviate dependencies and addiction of opiate based chemical medicines.



ORIGINAL

**EVIDENCE OF CAPITAL
(Exhibit 4.1)**

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

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

Attach one-page bank statement.

Letter of Commitment



ORIGINAL

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

Date: N/A

Name of the Corporation: G2 New England Inc.

Name of CEO/Executive Director of the Corporation: N/A

Name of Account Holder: N/A

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

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

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

Print Name N/A

Date: N/A

Notary Public

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

If applicable, add:

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

N/A
Signature of Notary Public

Bank of America



Bank of America
Customer Service & Support
P.O. Box 25118
Tampa, FL 33622

November 8, 2013

G2 New England Inc.
233 Needham St Ste 300
Newton Upper Falls, MA 02464-1502

Regarding account number(s) ending in: [REDACTED]

Dear Mr. Loulourgas:

Thank you for contacting Customer Service & Support regarding the above referenced account. Please see the information you requested below:

As of November 8, 2013 the balance(s) in your account(s) is:

Business Fundamentals Checking ending [REDACTED] \$500,013.00

Please note that the balances above may not reflect pending electronic, check and other intraday deposit and withdrawal transactions which have not yet posted to your account.

For your convenience, we offer many ways to help manage your accounts such as Online Banking, Mobile Banking and Text Banking. For more information, visit our website at bankofamerica.com.

Thank you for the opportunity to serve you and your financial needs.

Sincerely,


Bank of America
Customer Service & Support

[REDACTED]

**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: G2 New England 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 Fotis Loulourgas	75 2 nd Ave, Suite 420, Needham Heights, MA 02494	\$ 500,000 100%	Cash	President & CEO	6.5% annual rate; Interest only monthly 7/1/14 through 6/30/17; total principal due 6/30/17.
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 N/A	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			
2 Add more rows as needed.....	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			

ORIGINAL

CAPITAL EXPENSES
(Exhibit 4.3)

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

	Expense Type	Costs	Explanation of Expense
Planning and Development			
1	Architect and design fees	\$25,000	
2	Environmental survey	\$5,000	If required
3	Permits and Fees	\$2,500	Building permits from the Town
4	Security assessment	\$15,000	Independent Contractor
5	Land/building cost	\$	
6	Site clean-up and preparation	\$	
7	Other- describe	\$	
8	_____	\$	
9	_____	\$	
Build-out Costs			
1	Construction expenses	\$350,000	Includes HVAC, general construction, electrical, plumbing
2	Painting and finishes	\$22,500	Includes warehouse and dispensary
3	Security system	\$25,000	Hardware and software
4	Landscape work	\$	
5	Parking facility	\$10,000	Part of the build out provided by the owner
6	Other- describe	\$	
7	_____	\$	
8	_____	\$	
9	_____	\$	
Equipment Costs			
1	Vehicles and transportation	\$15,000	Lease of delivery vehicle and shuttle vehicle
2	Cultivation equipment	\$350,000	Initial start-up costs; To be financed 24 - 36 months
3	Furniture and storage needs	\$15,000	Office and Dispensary Furniture
4	Computer equipment	\$16,250	PCs, printers, fax, and photocopiers/scanners.
5	HVAC	\$	Included on construction costs above
6	Kitchen/food prep equipment	\$10,000	Oven, racks, refrigerator, tables, etc.
7	Other- describe	\$	
8	_____	\$	
9	_____	\$	
	TOTAL	\$ 861,250	

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

 ORIGINAL

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

Corporation Name: G2 New England Inc Application # (if more than one): _____

Budget Period: October 1, 2014 to September 30, 2015

Projected Number of Patients: 790 and Number of Visits: 7,010

		Year ONE Budget	Budget Notes ¹	
REVENUE				
1	Medical Marijuana sales	\$6,512,643		
2	Other supplies sold	\$58,215	Vaporizers and other items	
3	Other revenue sources	(\$657,086)	Compassionate Care	
A	TOTAL REVENUE:	\$ 5,913,772		
PAYROLL EXPENSES				
	Personnel Category	# FTE		
1	Cultivation and Processing	13.00	\$ 793,717	
2	Patient Care	3.00	\$ 173,670	Physician and Nurse
3	Transportation	3.00	\$ 98,000	Hardship Delivery, Shuttle
4	Dispensary	6.00	\$ 190,000	
5	Administration	5.00	\$ 343,000	
B	TOTAL SALARIES		\$ 1,598,387	Minus \$69,812/Vacation/Personal/Holidays
C	Fringe Rate and Total	16%	\$ 306,277	Plus \$69,812/Vacation/Personal/Holidays
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$ 1,904,664	
OTHER EXPENSES				
1	Consultants	\$ 55,000	Legal; Audit/Tax Preparation/Security/Lab	
2	Equipment	\$ -	Included in Depreciation/Amortization	
3	Supplies	\$71,400		
4	Office Expenses	\$ 1,200		
5	Utilities	\$ 78,500	Water, Electricity, Heat, Telephone	
6	Insurance	\$ 26,250		
7	Interest	\$ 5,000	Interest on initial capital loans	
8	Depreciation/Amortization	\$440,117	Hardware, Equipment + \$400,000 build-out depreciated over 5 year	
9	Leasehold Expenses	74,830	Rent	
10	Bad Debt	\$ 0		
11	Security	\$ 181,301		
12	Fees	\$ 65,000	Agent and Agency Fees DPH	
13	Marketing	\$ 5,250		
14	Internet/Data Storage	\$13,350	Data Storage/Dropbox/Data Backup	
15	Vehicles Lease/Expenses	\$ 24,000	Shuttle/Delivery	
16	Misc	\$ 3,000	Payroll processing; Recruitment; Mileage	
E	TOTAL OTHER EXPENSES		\$1,045,198	
	TOTAL EXPENSES: (D+E)		\$2,949,862	
	DIFFERENCE		\$ 2,963,910	Pre Federal, State and State Sales Taxes

¹ Enter short explanation of expenses

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

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

Corporation Name: G2 New England Inc Application # (if more than one): _____

Fiscal Year Time Period: July 1 through June 30 Projected Start Date for the First Full Fiscal Year: July 1, 2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2015	SECOND FULL FISCAL YEAR PROJECTIONS 2016	THIRD FULL FISCAL YEAR PROJECTIONS 2017
Projected Revenue	\$ 4,262,327	\$ 8,851,205	\$ 9,273,735
Projected Expenses	\$ 2,477,937	\$ 2,868,244	\$ 3,322,101
TOTAL:	\$ 1,784,390	\$ 5,982,962	\$ 5,956,730
Number of Patients	700	1,000	1,000
Number of Patient Visits	5,050	10,505	12,000
Projected % of growth rate annually	100%	91%	34%
Total FTE in staffing	27.15 FTE	30.50 FTE	30.50 FTE
Projected Medical Marijuana Inventory	94 Lbs.	141 Lbs.	188 Lbs.

 ORIGINAL

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

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

Corporation Name: G2 New England Inc Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
146 Campanelli Parkway, Stoughton, MA	Norfolk	Lease



ORIGINAL



ORIGINAL

LEASE AGREEMENT

1. Definitions.

- A. Landlord: Name: 146 Campanelli Stoughton LLC
Address: 56 Manley Street, West Bridgewater, MA 02379
- B. Tenant: Name: G2 New England Inc.
Address: 233 Needham St
Newton, Ma. 02494
Tel: 617-420-0123
Emergency Contact: Chris Campbell
- C. Tenant's Trade Name: G2 New England Inc.
- D. Leased Premises: Approximately 10,690 rentable square feet of warehouse space for use as warehouse and office, being a portion of the building located on the Property as shown on Exhibit A, located at 146 Campanelli Parkway, Stoughton, Massachusetts, together with the right to use, in common with others, the Common Areas designated for the Leased Premises.
- E. Building: The single, approximately 41,490 square foot existing building located on the Property.
- F. Term: The time from the Commencement Date to 60 months (plus the partial month, if applicable) after the Rent Commencement Date. The end of the Term may be sooner in case of, e.g., default, casualty, and eminent domain.
- G. Option to Extend: One period of Five (5) Years at current market rate, not less than month 60 rate. The landlord will increase space if needed during the initial Five (5) year term, within the existing space, add on to the existing building, or build a new building.
- H. Commencement Date: April 1, 2014.
- I. Rent Commencement Date: April 1, 2014. Due at the signing of the lease, 1st Month Rent and last Month Rent
- J. Rent: Base Rent, Operating Cost Rent, and all other charges payable by Tenant to Landlord under this Lease ("Additional Rent").
- K. Tenant's Pro Rata Share: Tenant shall pay all of its utilities. In the case of separately metered items, Tenant shall pay 100% of the utility costs. In the case of common utilities shared with the building's other occupant, Tenant shall pay 28.0% of the utility costs. All electricity will be purchased by the tenant from the landlord via the solar Array on the roof. The meter will be in the landlords' name, billed back to the tenant.
- L. Security Deposit: \$5797.00 payable at the signing of the lease.
- M. Property: 146 Campanelli Parkway, Stoughton, MA, shown on Exhibit A, consisting of the Building and Common Areas.

[Handwritten signature]

N. Common Areas: The Common Areas of the Property include those areas and facilities which may be furnished by Landlord or others in or near the Property for the non-exclusive general common use of tenants and other occupants of the Property, their officers, agents, employees and customers, including (without limitation) parking areas, access areas (other than public streets), parking areas, driveways, loading docks and areas, sidewalks, interior and exterior pedestrian walkways, roofs, HVAC units and related facilities, structure of the buildings, the interior of common walls within buildings, sprinklers, pipes, conduits and other facilities delivering water, fire protection, sewer, electricity, gas, and telecommunications service to but not in the Leased Premises, landscaped and planted areas, retaining walls, sewage treatment facilities (if any), dumpsters, lighting facilities, comfort stations or rest rooms, and other similar areas, facilities or improvements. The pylon sign located in the Common Area, if any, is not available by right to all tenants of the Property.

O. Broker: Paul J. D'Angelo Jr., Quinn Associates, Inc., both parties acknowledge Quinn Associates Inc., as the sole Broker of Record.

P. Work: Build out by Tenant. All to be stamped by an Architect, approved by the landlord.

Q. Notice. See Section 25.

R. Permitted Use: Warehouse, distribution, and accessory office, cultivation of marijuana, processing, and consultation.

S. Special Provisions: See Section 34.

2. Lease. Tenant leases the Leased Premises from Landlord for the Term. Tenant accepts the Leased Premises in their "as is" condition.

3. Term of Lease.

A. Initial Term. Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises for the Term, to commence on the Commencement Date and to expire on the Termination Date or on such other date as may be provided in this Lease. This Lease shall not commence and this instrument shall be void unless at least one counterpart has been fully executed by Tenant and delivered to Landlord and at least one counterpart has been fully executed by Landlord and delivered to Tenant by the Execution Deadline Date.

B. Option Period. Provided that the Lease has not been terminated for Tenant's default and that Tenant is not then in default beyond any applicable grace period, then Tenant at its option, exercised by notice to the Landlord not less than six months prior to the expiration of the then-current term, may extend the Term for the number and length of immediately successive period(s) specified in Section 1.

4. Rent.

A. Beginning on the Rent Commencement Date, Tenant will pay Landlord Base Rent in advance. Each installment is due—that is, must be received by Landlord—on the first day of each month without demand, offsets or deductions.

B. Base Rent is as follows:

Rental Period	Annual Base Rent Rate	Monthly Installments of Base Rent



ORIGINAL

Rental Period	Annual Base Rent Rate	Monthly Installments of Base Rent
Month 1-12	\$69,485.00	\$5,797.00
Months 13-36	\$77,502.50	\$6458.54
Months 37-60	\$80,175.00	\$6681.25
Option Months 61-120	Current Market Rate, not less than month 60 Rent Rate.	TBD

In addition, Tenant shall pay to the Landlord the first and last month's rent at the signing of the lease.

C. Operating Cost Rent. [Intentionally deleted.]

D. If Landlord gives notice to Tenant that Landlord did not timely receive an installment of Rent, Tenant will be liable for an administrative fee of \$100.00 as Additional Rent. If Landlord's attorney gives Tenant such a notice, Tenant will be liable for an administrative fee of \$150.00 as Additional Rent. Tenant will pay Landlord as Additional Rent an administrative fee of \$50.00 for any check returned (e.g., for insufficient funds). Unpaid Rent will bear variable interest at four percentage points above the Prime Rate.

E. Any payment by Tenant or acceptance by Landlord of an amount less than the full amount due from Tenant to Landlord will be a payment on account (or, after termination, for use and occupancy only). Tenant's statement on a check or accompanying letter that such lesser amount is payment in full will have no effect, and Landlord may accept the check without prejudice to any other rights or remedies which Landlord may have against Tenant.

F. If this Lease contains any rent concessions, including periods of so-called "free rent" or monthly installments of Rent commencing later than the Commencement Date, then on default by Tenant (after the expiration of any applicable grace period), Tenant will immediately reimburse Landlord for all such rent concessions already received by Tenant, and all then-future rent concessions will terminate.

G. After default, Landlord may (but will not be obligated to) remedy (without waiving) any default for the account and at the expense of Tenant, and if Landlord makes any expenditure or incurs any obligations for the payment of money in connection therewith, including but not limited to attorney's fees, Tenant immediately will be liable for that amount as Additional Rent.

5. USE. The Tenant shall use the Leased Premises only for the Permitted Use. The use of the Leased Premises by Tenant, however, is expressly subject to all applicable zoning ordinances and rules and regulations of any governmental authority, instrumentality, board or bureau having jurisdiction over the Leased Premises, and the rules and regulations adopted by Landlord for the Property from time to time. The current Rules and Regulations, if any, are appended to this Lease as Exhibit D. Tenant shall use the Leased Premises consistently with the Use Restrictions and Prohibitions, if any, appended to this Lease as Exhibit A.

6. LANDLORD DELIVERY AND IMPROVEMENT OF PREMISES. Landlord hereby covenants and agrees to deliver possession of the Leased Premises to Tenant, on the Commencement Date with all of Landlord's Work identified in Exhibit C completed.

①

FNL

7. RISK ALLOCATION AND INSURANCE.

A. Allocation of Risks.

- i. Tenant will bear the risk of bodily injury or death, or damage to property, of third persons, occasioned by events occurring on or about the Leased Premises. Those risks will be insured as provided in Subsection B(i).
- ii. Landlord will bear the risk of bodily injury, or death or damage to the property of third persons, occasioned by events occurring on or about the Building (other than Leased Premises), provided the bodily injury or damage to property is directly caused by negligent acts or omissions of the Landlord.
- iii. Tenant will bear the risk of damage to Tenant's contents, stock, inventory, trade fixtures, machinery and equipment (including special wiring, process piping, HVAC and ductwork, and the like associated with the machinery and equipment and Tenant's specialized use of the Leased Premises), alterations and improvements not expressly approved by Landlord, furniture and furnishings (collectively, "Tenant's Contents") in the Leased Premises arising out of loss by the events required to be insured against pursuant to Subsection B(ii). Tenant expressly waives its rights of recovery against Landlord (including Landlord's directors, officers, trustees, members, managers and employees) for such damage.
- iv. Subject to the express indemnities, releases, and waivers provided in this Lease, the party at fault will pay any other amount not actually covered if and to the extent that any loss of the type described in Subsection A(i) or A(ii) exceeds the coverage or the amount of insurance required to be carried under that Section (or the higher coverage actually carried), or results from an event both not required to be insured against and in fact not actually insured against.
- v. For the purpose of this subsection of the Lease, the amount of any deductible shall be deemed to be insurance coverage.

B. Tenant's Insurance. Tenant agrees to purchase and maintain in force throughout the term of this lease (including extensions of this lease) the following insurance:

- i. Liability Insurance. A standard "occurrence based" Insurance Services Office (ISO) Commercial General Liability Insurance or its equivalent to protect Tenant for liability arising out of the Leased Premises and a standard Insurance Services Office (ISO) Business Automobile Liability Insurance or its equivalent to protect Tenant for liability arising out of motor vehicles owned, rented, hired, leased or borrowed by the Tenant for the maintenance, operation, use, loading or unloading of such motor vehicles on or near the Leased Premises, with the following minimum limits of liability:

a) Commercial General Liability Insurance

- (1) \$1,000,000 Each Occurrence Limit
- (2) \$1,000,000 Personal & Advertising Limit
- (3) \$2,000,000 General Aggregate Limit - Per Location
- (4) \$2,000,000 Products-Completed Operations Aggregate Limit

 FNL



ORIGINAL

(5) \$ 100,000 Damage to Premises Rented to You Limit

(6) \$ 5,000 Medical Expenses Limit

b) Business Income Insurance (sometimes known as business interruption insurance)

(1) In an amount intended to insure 180 days of loss

c) Business Automobile Liability Insurance (including automobiles, trucks, tractors and trailers)

(1) \$1,000,000 Combined Single Limit

d) Umbrella Coverage. Tenant further agrees to purchase and maintain in force throughout the term of this lease (including extensions of this lease) Umbrella Liability insurance to provide liability coverage excess of the Tenant's Commercial General Liability and Business Automobile Liability Insurance policies with the following limits of liability

(1) \$2,000,000 Each Occurrence

(2) \$2,000,000 Aggregate Limit

ii. Property Insurance. Property insurance against damage to Tenant's Contents, stock, trade fixtures, equipment, furniture, furnishings, and floor coverings, in the Leased Premises for 100% of their replacement value for all risks of direct physical loss as insured against under Special Form (sometimes know as "all risk" coverage) and shall include the Agreed Value option or similar endorsement or amendment that suspends the operation of the policy's coinsurance condition.

iii. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employers' Liability insurance in the amounts required by all applicable statues, laws, regulations or acts in the jurisdiction in which the Leased Premises is located.

iv. Amounts of Insurance. Landlord reserves the right, not more frequently than once every five years, to require increased amounts of insurance to reflect commercially reasonable insurance requirements then customarily required for similar leases.

v. Deductibles. Tenant shall not have any deductible greater than \$2500 for any coverage without the express consent of Landlord.

C. Form of Insurance. All of the above insurance will be carried with responsible companies, authorized in the jurisdiction in which the Leased Premises are located and satisfactory to Landlord and holding a "General Policyholder's Rating" of A-, Class XII or better as set forth in the most current issue of A.M. Best's Key Rating Guide. As to Tenant's insurance, the insurer and the form, substance and amount (where not stated above) will be reasonably satisfactory to Landlord and any mortgagee of Landlord, and will unconditionally provide that it is not subject to cancellation or non-renewal except after 30 days prior written notice to Landlord and any mortgagee of Landlord. Certificates of Insurance and copies of endorsements indicating compliance with this Lease, together with satisfactory evidence of payment of the premiums, will be deposited

① FNL

 ORIGINAL

with Landlord at the Commencement Date and renewals not less than 30 days prior to the end of the term of the coverage.

- D. **Certificates of Insurance.** Tenant shall furnish directly to Landlord acceptable Certificates of Insurance annually evidencing such insurance is in effect continuously during the term of this Lease and the Certificate of Insurance shall indicate that such policies shall not be cancelled with less than thirty (30) days written notice to Landlord. Landlord (and Landlord's mortgagee on request by Landlord or the mortgagee) shall be named as additional insured on the Commercial General Liability and Umbrella Liability policies using additional insureds form CG 20 11 01 96 or its equivalent and Landlord and the other named above shall be identified as an additional insured as required on the Certificate of Insurance.
- E. **Primary Insurance.** Tenant's Commercial General Liability and Umbrella insurance shall provide primary coverage to Landlord and the others named above when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance the respective policies of Landlord and the others will be excess over Tenant's policy.

The insurance provisions of this Lease contain technical requirements that should be reviewed by Tenant's insurance agent or carrier to confirm that the insurance carried by Tenant conforms to these requirements and to deliver to Landlord the appropriate evidence of insurance. In the case of the Insurance Premiums being increased because of the specific nature and use of the tenant, the tenant agrees to reimburse the landlord any such additional insurance cost.

8. **INDEMNITY.** To the fullest extent permitted by law, and subject to the waiver of right of recovery provided in this Lease, Tenant will save Landlord, its agents and employees, harmless and will exonerate, defend and indemnify Landlord, its agents and employees, from and against any and all claims, liabilities or penalties:

- A. Asserted by or on behalf of any person, firm, corporation or public authority arising from the Tenant's breach of the Lease;
- B. on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Leased Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever (except to the extent the same is caused by Landlord, its agents, contractors or employees);
- C. on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring elsewhere (other than on the Leased Premises) in or about the Building to the extent arising out of the use or occupancy of the Leased Premises by Tenant, or by any person claiming by, through or under Tenant, to the extent on account of or based upon the fault, negligence or misconduct of Tenant, its agents, employees or contractors; and
- D. on account of or based upon (including money due on account of) any work or thing whatsoever done (other than by Landlord or its contractors, or agents or employees of either) on any portion of the Building during the term of this Lease and during the period of time, if any, prior to the Commencement Date in respect of such portion of the Building to which Tenant may have been given access.

9. UTILITIES AND SERVICE CHARGES. Tenant shall, at its own cost and expense, directly pay all separately metered utilities and service charges it incurs, including but not limited to those for gas, water, sewer, electricity, telecommunications, dumpster and trash removal, and any deposits required by utility suppliers with respect to the Leased Premises. For utilities and services shared by tenants or otherwise billed to Landlord, Landlord will bill Tenant for Tenant's use of such utilities and services or, in case of shared utilities and services, Tenant's allocable share. The allocable share will be based on Tenant's rentable square footage compared to the rentable square footage of the other tenants sharing the utilities and services. Tenant will buy all electricity from the landlord, billed back to the tenant from the landlord, at rates agreed upon by the landlord and tenant, not to exceed rates National Grid in Stoughton. Tenant will be allowed to drive a private well for water. Tenant will be totally responsible for the well installation, and maintained. In case of a failure, tenant will be solely responsible.

10. ALTERATIONS, MAINTENANCE AND CONDITION OF THE LEASED PREMISES.

- A. Consistent with the Landlords responsibilities contained in this lease, Tenant agrees to accept the Leased Premises "as is" except for Landlord's Work. Other than Tenant's Work, Tenant will not make any further alterations or improvements to the Leased Premises without Landlord's prior written consent. Tenant will submit with the request for approval reasonably detailed plans, schedule of values, and such other information and documentation as Landlord may reasonably request. Landlord may submit proposed alterations of improvements for professional review for such considerations as Landlord deems appropriate (e.g., health and safety, structural integration, negative effects on the Building). Landlord may charge Tenant as Additional Rent the reasonable cost of the professional review. Landlord will not unreasonably withhold consent for nonstructural interior work, but may withhold consent with or without justification for work affecting the structure or the outside or facade of the Leased Premises. Tenant may not rely on Landlord's review, professional review, and approval with respect to whether the improvements or alterations will comply with applicable laws, codes, and the like. Promptly when available, Tenant will submit to Landlord a copy of (i) the application for building permit and all supporting documentation; (ii) all supplemental material filed with the building department; (iii) the building permit; (iv) the certificate of occupancy; and (v) the actual cost of the project in a form suitable to submitting to the insurer. On Landlord's request, Tenant will deliver as-built plans promptly after completion of the improvements, including Tenant's Work.
- B. Landlord's only maintenance obligations are to keep and maintain the Common Areas in good repair, and keep and maintain the HVAC. Repairs needed because of Tenant's negligence are addressed in the insurance section of this Lease. Landlord will engage a commercially reasonable ice and snow removal service for the parking lot and driveways.
- C. Other than Landlord's maintenance obligations, Tenant, at its expense, will keep and maintain the Leased Premises and signage located at the Leased Premises in first-class appearance, condition, and repair (including replacements when needed), and in compliance with all applicable laws, regulations, fire insurance requirements and recommendations, and the like. (In the case of exterior doors and windows, plate glass, and store fronts, Landlord retains the right to repair damage caused by the Tenant, their employees, customers or agents at Tenant's expense in order to maintain the look and

feel of the Building.) Tenant, at Tenant's sole expense, will be responsible for trash removal with a reputable trash removal company, including placement of a dumpster, reasonably acceptable to Landlord, in a designated location. Tenant will be solely responsible for the safe removal of ice and snow from the walks and stairways outside the Leased Premises. Tenant will not allow any mechanic's liens on the Property. Tenant will not commit waste. If Tenant does not comply with any of the foregoing, Landlord may do so and charge Tenant for the reasonable cost as Additional Rent.

D. All tenant improvements, including (if applicable) Landlord's Work and Tenant's Work, affixed to the Leased Premises, other than Tenant's equipment and trade fixtures, are property of Landlord.

11. REQUIREMENTS OF PUBLIC AUTHORITIES. Tenant shall suffer no waste or injury in or about the Leased Premises and shall comply with all federal, state, county and municipal laws, ordinances and regulations applicable to the structure, use and occupancy of the Leased Premises. In addition, Tenant shall effect the correction, prevention and abatement of nuisances, violations, or other grievances in, upon or connected with the Leased Premises alleged by third parties, except to the extent the same result from the condition of the Leased Premises as of the Commencement Date, in which case the same shall be the responsibility of the Landlord, and shall also promptly comply with all rules, orders and regulations of the Board of Fire Underwriters.

12. LANDLORD'S RIGHT TO CURE.

- A. Landlord and its agents and workmen shall have the right to enter into and upon the Leased Premises at all reasonable times (except for emergency, only during normal business hours, upon reasonable advance notice and in such a manner as to not unreasonably interfere with Tenant's use and occupancy of the Leased Premises) for the purpose of inspection and examination of the state of repair and condition thereof. In case of an emergency, Landlord shall contact the Emergency Contact. Landlord or his representatives will not enter the premises without an escort by security of G2 New England.
- B. If Tenant fails to maintain the Leased Premises as required herein or make any required repairs after reasonable notice (or prior to notice in case of emergency), Landlord may, but shall not be obligated to, make such repairs as shall be necessary as a consequence of any failure of Tenant to meet its obligations under this Lease. The cost of any such repairs undertaken by Landlord, together with interest thereon at the rate of fifteen percent (15%) per annum, shall be deemed to be Additional Rent payable by Tenant upon demand by Landlord. The making of any such repairs by Landlord shall not constitute a waiver by Landlord of any right or remedy provided by this lease upon Tenant's default in the making of such repairs.

13. DAMAGE AND DESTRUCTION TO BUILDING; EMINENT DOMAIN.

- A. If more than 20% of the Leased Premises are damaged by fire or casualty or are taken by eminent domain, then Landlord may terminate this Lease. If Landlord reasonably determines it cannot restore the Leased Premises within 60 days from the date of taking or casualty, Landlord will promptly give notice to Tenant; and either Landlord or Tenant

may terminate this Lease by notice to the other party within thirty (30) days of Landlord's notice.

- B. If neither party terminates the Lease, then Landlord will restore the Leased Premises other than Tenant's Contents to the extent (i) practicable and expeditious, (ii) permitted by law, (iii) of Landlord's documentation of the condition of the Leased Premises, including the condition when delivered to Tenant in accordance with this Lease and permanent improvements approved by Landlord in accordance with this Agreement and as-built plans furnished by Tenant. Landlord may exercise its reasonable discretion in restoring Tenant's improvements to the extent of ambiguity or conflict in the nature or details of such improvements. During restoration, Landlord will abate a just proportion of the Rent, based on the nature and extent of the damages. Tenant will promptly repair or replace Tenant's Contents.
- C. Landlord will be entitled to all rights to damages or compensation. Tenant grants to Landlord all of Tenant's rights to those damages and agrees to execute an assignment if Landlord requests. However, Tenant may separately prosecute damages for (i) the tenant improvements it made, including Tenant's Work described in this Lease and Tenant's stock in trade, trade fixtures, furniture, furnishings, and floor coverings; and (ii) relocation expenses, provided it does not affect the compensation otherwise recoverable by Landlord.

14. NON-LIABILITY OF LANDLORD. To the fullest extent permitted by law, Landlord shall not be liable for any damage or injury which may be sustained by Tenant or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power conveyor, refrigeration, sprinkler, heating or other systems, elevators or hoisting equipment, if any, in the Leased Premises, or by reason of the elements, or resulting from acts, conduct or omissions on the part of Tenant or of Tenant's agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or party.

15. TENANT'S SIGNS. Tenant's signage shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction. All of Tenant's building or pylon signage shall be approved in advance and in writing by Landlord, at Landlord's sole discretion.

16. ACCESS TO LEASED PREMISES. Landlord reserves the right to enter the Leased Premises at reasonable times and on reasonable prior notice (except without notice in emergencies or if the Leased Premises appear to have been without activity for two months or abandoned) to inspect, make repairs, additions or alterations to the Leased Premises or the Common Areas, and to show the Leased Premises to persons having a legitimate business interest in seeing the Leased Premises. Landlord may install conventional "To Let" and "For Sale" signs on the Leased Premises and to remain thereon without hindrance or molestation. Landlord or his represents will not enter without an escort of G2 New England.

17. ASSIGNMENT AND SUBLEASE.

- A. Except to Tenant's parent, subsidiary or affiliate ("Permitted Assignee"), Tenant will not assign this Lease or sublet all or any part of the Leased Premises without the Landlord's

prior written consent, which will not be unreasonably withheld. Tenant will deliver to Landlord such information as Landlord may reasonably request in connection with the request for consent. Landlord's consent to an assignment or sublease will not release or discharge Tenant from any obligations or liabilities under this Lease unless the consent expressly so states. Tenant's obligations and liabilities under this Lease will continue to be direct and primary.

- B. Except for an assignment or sublet to a Permitted Assignee, in the case of a proposed assignment or of a proposed sublet with a term greater than one year (whether by stated term including options to extend or renew, or actual occupancy), Landlord will have the right to terminate the Lease in the case of the assignment or to recapture the Leased Premises subject to the sublet as follows. Landlord will have the option, exercisable by giving notice to Tenant at any time within twenty (20) days after Landlord's receipt of the request for consent (including information on the assignment), to (a) terminate this Lease in the case of assignment; (b) terminate that portion of the Lease Premises which is subject to a proposed sublease (the "Space") if the term of the sublease is coextensive or substantially coextensive with the term of the Lease; and (c) in the case of a sublease of a term (including options to renew or extend) not substantially coextensive with the term of the Lease, to sublease the Space from Tenant upon the terms and conditions set forth in the notice, except that the rent shall be the lower of the per square foot Fixed Rent and additional rent payable under this Lease for the Space, or the proposed rent under the sublease. If Landlord exercises its option to sublet the Space, Tenant shall sublet the Space to Landlord upon the terms and conditions contained in the request for consent (except as provided in the section with respect to rent); provided, however, that: (i) Landlord shall at all times under such sublease have the right and option further to sublet the space without obtaining Tenant's consent or sharing any of the economic consideration received by Landlord; (ii) Landlord and its subtenants shall have the right to use in common with Tenant all corridors, lobbies, and the like which are within the Leased Premises and the use of which is reasonably required for the use and enjoyment of the Space; (iii) Tenant shall have no right of setoff or abatement or any other right to assert a default hereunder by reason of any default by Landlord under such sublease; and (iv) Landlord's liability under such sublease shall not be deemed assumed or taken subject to by any successor to Landlord's interest under this Lease. If Landlord does not elect to recapture or sublet the Space, Tenant nevertheless still is obligated to obtain consent for the assignment or sublease as provided in this section. If Landlord exercises its right to terminate the Lease (or the Lease as to the Space), then as of the date (the "Termination Date") set forth in Landlord's notice, Tenant shall be relieved of all further rent obligations as to the Lease or as to the Space, as applicable, as of the Termination Date.
- C. Except for an assignment or sublet to a Permitted Assignee, Landlord shall be entitled to share 50% of total economic profits arising from a sublet or assignment (other than in connection with a Transfer). In case of excess rent, the amount is payable monthly when received by Tenant. In any event, Landlord shall not be responsible for any costs associated with the assignment, sublet, or Transfer.

Q FWC

D. Provided Tenant is not in default during the Term. Landlord consents to the following categories of assignment ("Permitted Transfer") to the following categories of persons ("Permitted Transferees"):

i. any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as

a) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and

b) the tangible net worth of the surviving or created entity is not less than the greater of

(1) the tangible net worth of Tenant on the Commencement Date, or

(2) the tangible net worth of Tenant at the time of the assignment; or

ii. any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's stock or assets if such entity's tangible net worth after such acquisition is not less than the greater of

a) the tangible net worth of Tenant as of the Commencement Date, or

b) the tangible net worth of Tenant at the time of the assignment.

iii. Tenant will promptly notify Landlord of any such Permitted Transfer. Tenant will remain liable for the performance of all of the obligations of Tenant under this Lease, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity will expressly assume in writing the obligations of Tenant under this Lease. Additionally, the Permitted Transferee will comply with all of the terms and conditions of this Lease, including the Permitted Use, and the use of the Premises by the Permitted Transferee may not violate any other agreements affecting the Leased Premises, the Building, Landlord or other tenants of the Building. At least 30 days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with copies of the instrument effecting the Permitted Transfer and documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Permitted Transfer. The occurrence of a Permitted Transfer will not waive Landlord's rights as to any subsequent transfers. Tangible net worth means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including, without limitation, good will, licenses, patents, trademarks, trade names, copyrights, and franchises. Any subsequent Transfer by a Permitted Transferee to any person other than a Permitted Transferee will be subject to Landlord's prior written consent (which Landlord may grant or deny in its sole discretion).

① FNL

18. COVENANT AGAINST LIENS. Tenant agrees that it shall not encumber, or suffer or permit to be encumbered; the Leased Premises or the fee thereof by any lien, charge or encumbrance, and Tenant shall have no authority to mortgage or hypothecate this lease in any way whatsoever.

19. SUBORDINATION. Unless the ground lease landlord, mortgagee or lienholder elects otherwise, this Lease shall be subject and subordinate at all times to the lien of any master lease, mortgage or other encumbrance now or hereafter placed on the Leased Premises or any part thereof without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination, but Tenant covenants and agrees to execute and deliver upon demand such further commercially reasonable instrument or instruments evidencing such subordination of this Lease to any ground lease or to the lien of any such mortgage or other encumbrance as shall be desired by a ground lease landlord or a mortgagee, or proposed lessor or mortgagee, or by any person. In the event that any mortgage shall be foreclosed or ground lease terminated for any reason and the mortgagee or the ground lessor, its successors or assigns or any new owner of the Leased Premises ("Successor") succeeds to the interest of Landlord under this Lease, Tenant hereby agrees to be bound to the Successor under all of the covenants and conditions of this Lease for the balance of the term hereof with the same force and effect as if the Successor were the Landlord under this Lease, and Tenant does hereby attorn to the Successor as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon the Successor succeeding to the interest of Landlord under this Lease, provided, however, that Tenant shall be under no obligation to pay rent to the successor until Tenant receives written notice from the Successor that it has succeeded to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Successor upon such attornment shall to the extent of the then remaining balance of the term of this Lease be the same as set forth herein.

20. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit the Security Deposit with Landlord as security for the full and faithful performance of this Lease by Tenant. Within seventy-five (75) days of the expiration or termination of this Lease, and providing Tenant is not in default hereunder and has performed all of the covenants and conditions of this Lease, Landlord shall return the unused portion of the Security Deposit to Tenant. Tenant covenants and agrees that it shall not assign, pledge, hypothecate, mortgage or otherwise encumber the aforementioned security during the term of this Lease. Landlord shall have the right to commingle the Security Deposit with its general funds and said Security shall not be required to be segregated, nor shall the Security Deposit bear interest. Landlord shall have the right to apply said security to the payment or offset of any Base Rent, Additional Rent or other expense resulting from a default by Tenant or otherwise arising under this Lease, and in such event Landlord shall give Tenant notice of any application of said security and Tenant shall forthwith restore the security fund to its original amount.

21. SURRENDER BY TENANT AT END OF TERM.

A. Tenant shall surrender possession of the Leased Premises and remove all goods and improvements and other personal property in the possession of Tenant, by whomsoever owned, (collectively "Goods and Improvements") at the end of the term of this Lease, or within ten (10) days of such other time as Landlord may be entitled to re-enter and take possession of the Leased Premises pursuant to any provision of this Lease. In default of

① FNL



such surrender of possession and removal of Goods and Improvements at the time aforesaid, Tenant will pay to Landlord one hundred fifty percent (125%) of the rent reserved by the terms of this Lease for such period as Tenant either holds over possession of the Leased Premises or allows its Goods and Improvements to remain in the Leased Premises, as well as statutory penalties and all other damages which Landlord shall suffer by reason of Tenant holding over in violation of the terms and provisions of this Lease, including all reasonable claims for damages made by any succeeding tenant or purchaser of the Leased Premises against Landlord which may be founded on delay by Landlord in giving possession of the Leased Premises to such succeeding tenant or purchaser, so far as such damages are occasioned by the unlawful holding over of Tenant. However, if Landlord gives reasonable notice to Tenant that Landlord is subject to extraordinary harm (e.g., Landlord has executed a lease with a new tenant to occupy the Premises, and the new lease relies on Tenant timely vacating), then Tenant will be liable for all extraordinary damages arising from Tenant's failure to timely vacate.

B. In the event Tenant fails to remove all Goods and Improvements at the end of the term of this Lease, or within ten (10) days of such other time as Landlord may be entitled to re-enter and take possession of the Leased Premises pursuant to any provision of this Lease, Landlord, at its option, may remove all Goods and Improvements from the Leased Premises to a reasonably safe place of storage, such moving and storage to be at the sole risk, cost and expense of Tenant, and Tenant covenants and agrees to reimburse and pay to Landlord all expenses which Landlord incurs for the removal and storage of all Goods and Improvements. Alternatively, at the option of Landlord, Tenant shall be deemed to have abandoned such Goods and Improvements and the same shall become the property of Landlord.

C. All improvements, additions, installations, renovations, changes or alterations in the Leased Premises (except trade fixtures) shall remain in the Leased Premises and be surrendered upon the expiration of the Term; provided however, that, at Landlord's election by notice to Tenant, Tenant shall remove all improvements, changes, additions, installations, renovations or alterations and restore the Leased Premises as necessary because of the removal.

D. No act or thing done by Landlord shall be deemed an acceptance of the surrender of the Leased Premises unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution by Landlord of a new lease of the Leased Premises.

22. DEFAULT BY TENANT.

A. If before or during the term of this Lease there shall occur any of the following events three times ("Events of Default"):

- i. if Tenant shall fail to pay any installment of Base Rent or Additional Rent within three business days after written notice by Landlord that the installment of rent has not been paid when due (provided, however, that Landlord shall not have any obligation to give this notice to Tenant more than twice in any twelve (12) month

period and any further failure to pay shall be an Event of Default with no opportunity for cure); or

- ii. if Tenant shall fail to perform or observe any requirement, obligation, agreement, covenant or condition of this Lease, other than the payment of any installment of Base Rent or Additional Rent, and the failure shall continue for thirty (30) days after Landlord gives Tenant notice thereof, or if the failure cannot be remedied within thirty (30) days, then for a reasonable time thereafter, provided Tenant commences to remedy such failure within the thirty (30) day period and prosecutes the same to completion with diligence (provided, however, that Landlord shall not have any obligation to give notice of default of the same nature to Tenant more than three times in any twelve (12) month period and any further default of the same nature shall be an Event of Default with no opportunity for cure); or
- iii. if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its assets; or
- iv. if there is an entry of an order for relief, or, in the absence of an order for relief, if, within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of Tenant of any trustee, receiver or liquidator of Tenant or of any material part of its assets, such appointment shall not have been vacated; or
- v. if the interest of Tenant in the Leased Premises shall be sold under execution or other legal process, or
- vi. if any representations or warranty contained in this Lease shall prove to be incorrect in any material respect on the date upon which it was made; or
- vii. if Tenant shall vacate or abandon the Leased Premises and not pay rent (other than as a result of fire or other casualty or other cause beyond Tenant's control), then at any time following any of such Events of Default, Landlord, without waiving any other rights herein available to Landlord at law or in equity, may either (1) give Tenant notice of termination of this Lease, or (2) without terminating this Lease, give Tenant notice of Landlord's intention to reenter and take possession of the Leased Premises, with legal process, or (3) Landlord shall

 FNL



be permitted to reenter and take possession of the Leased Premises, without legal process if the tenant has vacated the premises for a period of sixty (60) days; or

viii. if Tenant fails to operate at the Leased Premises for six months and not paid rent.

B. Section intentionally left blank.

C. In the event that Landlord elects to terminate Tenant's right to possession of the Leased Premises under the preceding subsection following an Event of Default, Landlord may reenter and take possession of the Leased Premises, with legal process, and Tenant hereby waives any claim for damages as a result thereof, and Tenant shall be obligated to pay to Landlord as damages on demand, and Landlord shall be entitled to recover from Tenant,

i. all Rent and Additional Rent payable to the date of termination of Tenant's right to possession, plus

ii. the cost to Landlord of all reasonable out of pocket legal and other expenses and costs (including attorney's fees) incurred by Landlord in obtaining possession of the Leased Premises, in enforcing any provision of this Lease, in preserving the Leased Premises during any period of vacancy, in taking reasonable steps to protect its interest in the Leased Premises (including communications with Tenant and Tenant's counsel and attending court hearings and creditor meetings), in making such repairs as Landlord may reasonably deem necessary or advisable in operating and maintaining the Leased Premises, and in reletting the Leased Premises, including, without limitation, reasonable brokerage commissions and fees incurred by Landlord, prorated for that part of the reletting term ending concurrently with the then-current Term of this Lease, plus

iii. in the event of Landlord's giving notice of its intention or re-enter and take possession without terminating this Lease, damages (payable in monthly installments, in advance, on the first day of each calendar month following the giving of such notice and continuing until the date originally fixed herein for the expiration of the then current term of this Lease) in amounts equal to the Rent and Additional Rent herein reserved, less the net amount of rent, if any, which may be collected and received by Landlord from the Leased Premises for and during the balance of the term; Landlord may relet the Leased Premises, or any part or parts thereof (but in no event shall Landlord be obligated to do so), for a term or terms which may at Landlord's option be less than or extend after the term, and Landlord may grant concessions or charge a rental in excess of that provided in this Lease (and Tenant shall have no right to any excess); or

D. If the basis of the default is solely Tenant's failure fails to operate the business at the Leased Premises for more than six months, Landlord's sole remedy is the right to terminate the Lease.

① FNL

E. Landlord may sue for and collect any amounts which may be due pursuant to the provisions of preceding subsection of this Lease from time to time as Landlord may elect, but no such suit shall bar or in any way prejudice the rights of Landlord to enforce the collection of amounts due at any time or times thereafter by a like or similar proceeding, by or under any statute, law or decision now or hereafter in force and effect.

F. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. The receipt and acceptance by Landlord of rent with knowledge of the default by Tenant in any of Tenant's obligations under this Lease shall not be deemed a waiver by Landlord of such default. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loan or damages referred to above.

G. No waiver by Landlord of any Event of Default or any default by Tenant in any covenant, agreement or obligation under this Lease shall operate to waive or affect any subsequent Event of Default or default in any covenant, agreement or obligation hereunder, nor shall any forbearance by Landlord to enforce a right or remedy upon an Event of Default or any such default be a waiver of any of its rights and remedies with respect to such or any subsequent default or in any other manner operate to the prejudice of Landlord.

23. QUIET ENJOYMENT. Landlord further covenants that Tenant, on paying the rental and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Leased Premises for the term aforesaid, without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease and any instruments having a prior lien.

24. CERTIFICATES BY TENANT. Tenant agrees at any time and from time to time during the term of this Lease, within ten (10) days after written request from Landlord, to execute, acknowledge and deliver to Landlord or to a third party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications, the actual Commencement Date, Rent Commencement Date, and scheduled Termination Date, and the dates to which the Base Rent, Additional Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge. The parties and such third party shall have the right to rely upon the contents of any such written statement of Tenant.

25. NOTICES. All notices shall be made in writing and served by in hand delivery with written receipt, or by certified mail, return receipt requested, or by Express Mail or by a recognized overnight courier such as Federal Express. All notices shall be served at the respective address stated in the first grammatical paragraph of this Lease, or at such other

① PNL

address as either party may designate for itself from time to time by notice in the manner stated in this section. A notice shall be deemed served on the earlier of actual delivery or tender of delivery at the notice address on a business day during ordinary business hours.

26. CAPTIONS. The captions to the sections of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Lease or any part thereof nor in any way affect this Lease or any part thereof.

27. COVENANTS AND CONDITIONS. All of the terms and provisions of this Lease shall be deemed and construed to be "covenants" and "conditions" to be performed by the respective parties as though words specifically expressing or importing covenants and conditions were used in each separate term and provision hereof.

28. DEFINITION OF LANDLORD. The term "Landlord" shall mean and include only the then owner of the fee title of the Leased Premises. On transfer by Landlord of the fee title to the Leased Premises, Landlord shall give Tenant notice of the name and address of Landlord's transferee and shall transfer the Security Deposit to the transferee. In such event, the then Landlord shall be automatically freed and relieved from and after the date of such transfer of title of all personal liability with respect to the performance under this Lease, provided any such transfer and conveyance by Landlord is expressly subject to the assumption by the grantee or transferee of the obligations of this Lease.

29. LANDLORD'S EXCULPATION. In any action or proceeding brought by Tenant against Landlord on this Lease, Tenant shall look solely to Landlord's interest in the Leased Premises for the payment of any damages or satisfaction of any liabilities or obligations of Landlord, and no judgment obtained by Tenant shall be enforceable against, or a lien upon, any property of Landlord other than the Leased Premises.

30. BROKERAGE REPRESENTATION. Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker in connection with the negotiation and execution of this Lease, except the brokers specified in Section 1. Landlord and Tenant each agree to indemnify the other against all liabilities arising from any claim of any real estate brokers not listed in Section 1 of this Lease, including cost of counsel fees, resulting from the respective acts of Landlord and Tenant.

31. HAZARDOUS MATERIALS.

A. For the purposes of this Lease, Hazardous Materials shall be broadly construed and shall include but not be limited to, substances defined, as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et. seq.; the Resources Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. seq. and any applicable state laws; and the regulations adopted and publications promulgated pursuant to said laws.

B. If, at any time during the Term, Hazardous Materials shall be found in the Leased Premises or in the Property or Building then, in such event:

① FNL

- i. with regard to any Hazardous Materials that Landlord shall have caused, Landlord shall remove same, in compliance with all applicable laws, and at Landlord's sole cost and expense; and Landlord agrees to defend, indemnify, and hold Tenant harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorney's fees) which Tenant may suffer as a result of any claim, suit or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and clean-up of same.
- ii. with regard to any Hazardous Materials caused by Tenant, its assignees, licensees, subtenants or invitees, Tenant shall remove same, in compliance with all applicable laws, and at Tenant's sole cost and expense; and Tenant agrees to defend, indemnify, and hold Landlord harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorney's fees) which Landlord may suffer as a result of any claim, suit or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and clean-up of same.

32. DELAYS. In any case where Landlord or Tenant is required to do any act, delays caused by or resulting from Act of God, force majeure, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond a party's reasonable control (other than payment of rent) shall not be counted in determining the time for completion of performance, whether such time be designated by a fixed date, a fixed time or "a reasonable time." In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform the work and to the party required to make the payment, for delays in the collection of the proceeds and awards, but in no event shall the provisions of this Section affect Tenant's obligation to pay rent.

33. COVENANTS OF FURTHER ASSURANCES. If, in connection with obtaining financing for the Leased Premises, a lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not withhold, delay or defer its written consent, provided that such modifications do not materially adversely affect the leasehold interest hereby created or Tenant's use and enjoyment of the Leased Premises.

34. SPECIAL PROVISIONS. The Lease is contingent on the tenant receiving a provisional license to cultivate marijuana, processing, distribution, bakery, retail and consultation. Tenant will have provisional license by February 7, 2014. If the tenant cancels the lease on or before February 7, 2014, tenant agrees to pay the Landlord the Security Deposit of \$5797.00 penalty as severance for taking the property off the market. Tenant because of the Medical marijuana use and Retail outlet will be responsible to plow, salt/sand all designated parking areas, walkways and handicap ramps for the protection and safety of the medical clients, in addition to the plowing provided by the landlord.

35. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

① FNL

36. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws in which the Leased Premises are located.

37. JOINT AND SEVERAL. Each person joining this Lease as a Tenant will be jointly and severally liable.

38. CONSENT OF LANDLORD. Landlord will not be liable for damages resulting from a wrongful failure to give consent. Tenant's sole remedy will be an action for injunctive relief.

39. WAIVER AND AMENDMENT. No provision of this Lease will be deemed waived or amended except by a written instrument unambiguously stating the matter waived or amended. Waiver of any matter in one instance will not be a waiver of the same or any other matter on any future occasion.

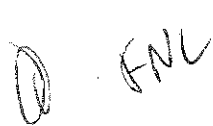
40. SEVERABILITY. The provisions of this Lease are severable. If any part of this Lease is held unenforceable by any court, the remainder will remain in full force, and the parties request that the court reform the unenforceable provision to give maximum legal effect to the intention of the parties.

41. CONSTRUCTION GENERALLY. This Lease will be interpreted and construed in a fair and impartial manner without regard to such factors as which party drafted this Lease, the supposed relative bargaining powers of the parties, or the domicile of any party. Each party has had the opportunity to review and negotiate this Lease by counsel.

42. CHANGES TO PROPERTY. Landlord reserves the right at any time and from time to time to (a) make or permit changes or revisions in the plan for the Property including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to, the building areas, walkways, driveways, parking areas, or other Common Areas, (b) construct improvements in the Property and to make alterations thereof or additions thereto and to build additional stories on or in any such building(s) and build adjoining same, including (without limitation) pad sites in the Common Areas, and (c) make or permit changes or revisions in the Property, including additions thereto, and to convey portions of the Property to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof; provided, however, that no such changes, rearrangements or other construction shall reduce the parking areas below the number of parking spaces required by law.

43. CONFIRMATION CERTIFICATE. Promptly after the Rent Commencement Date and remeasurement of the Leased Premises, if applicable, at the request of either Landlord or Tenant, Landlord and Tenant agree to execute the Lease Data Confirmation Certificate in the form appended to this Lease as Exhibit B.

44. BIND AND INURE CLAUSE. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of each of the parties, and their respective successors and assigns.

 FNL



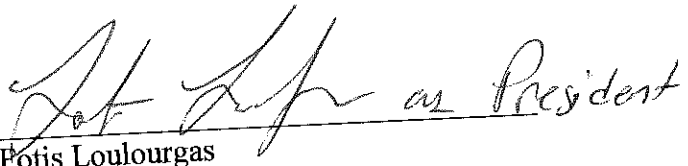
ORIGINAL

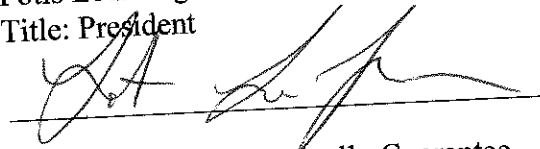
Executed as a sealed instrument, all as of the day and year first above written.

LANDLORD:
ONE FORTY SIX CAMPANELLI STOUGHTON LLC

By:  manager

TENANT:
G2 New England Inc.

By:  as President
Fotis Loulourgas
Title: President

By: 
Fotis Loulourgas, Personally Guarantee

© FNL

EXHIBIT A
BUILDING AND ASSOCIATED REAL ESTATE
LEASED PREMISES
PROPERTY PLAN

See attached sketch of Leased Premises.

The envelope of the Leased Premises is defined the plane of upper surface of the subfloor; below the plane of the underside of the floor deck or roof above; with respect to exterior walls, out to the plane of the interior surface of the exterior wall or of the studs, if existing; with respect to interior walls, within the plane of the surface of the studs facing the Leased Premises; and expressly including all non-structural walls within the boundaries of the Leased Premises and all utility lines, pipes, wires, conduits, facilities and services, all vents, ducts, and all other Building services and equipment to the extent they are located within and exclusively serve the Leased Premises; and expressly excluding joists and other structural elements of the Building, and pipes, conduits, channels, air shafts, raceways, and the like running through the Leased Premises but servicing other tenants in the Building are common elements and are not a part of the Leased Premises).

Use of the Leased Premises is subject to the following:

- 1 Matters of record title. A copy of the most recent title insurance policy is available on request.
- 2 Rules and Regulations appended to this Lease.
- 3 Landlord has the right to enter the Leased Premises to inspect and make repairs and replacements. The common areas may change over time as a result of, e.g., Landlord reconfiguring the parking, repairing, and restricting certain common areas for special purposes, such as employee parking. (Landlord will use diligent efforts to minimize interference with Tenant's business and to maintain adequate parking available to Tenant.)

 FNL

**EXHIBIT B
LEASE DATA CONFIRMATION CERTIFICATE**

Reference is made to a "Lease Dated for Identification only as of April 1, 2014" (the "Lease") by and between One Forty Six Campanelli Stoughton LLC as Landlord and G2 New England Inc. as Tenant.

Pursuant to the Lease, Landlord and Tenant hereby confirm as follows:

1. The Rent Commencement Date under the Lease is April 1, 2014, and the Termination Date under the Lease is March 31, 2019, or sixty months after the Rent Commencement Date, all as stated in the lease.
2. The area of the Leased Premises is 10,690 rentable square feet.
3. The rent due under the Lease is as follows:

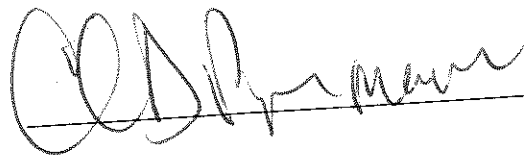
Rental Period	Annual Base Rent Rate	Monthly Installments of Base Rent
Month 1-12	\$69,485.00	\$5790.41
Months 13-36	\$77,502.50	\$6458.54
Months 37-60	\$80,175.00	\$6681.25
Option Months 61-120	Current market rate, not less than month 60 rent rate	TBD

4. Landlord and Tenant agree that Landlord's Work is complete.

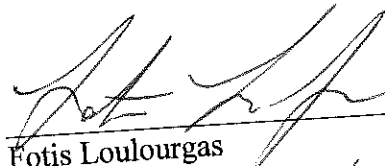
© FWL

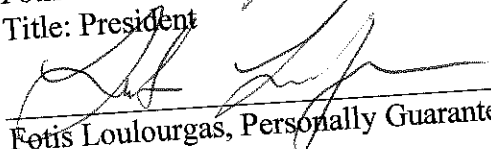
Executed as a sealed instrument.

LANDLORD:
ONE FORTY SIX CAMPANELLI STOUGHTON LLC

By: 

TENANT:
G2 New England Inc.

By:  as President
Fotis Loulourgas
Title: President

By: 
Fotis Loulourgas, Personally Guarantee

 FNL

EXHIBIT C**LANDLORD'S WORK-**

1. N/A
- 2.
- 3.
- 4.
- 5.
- 6.

TENANT'S WORK-

Tenant shall be allowed into the premises on or after April 1, 2014 for the sole purpose of installing telephone, computer and other systems. Prior to entering the premises, the Tenant shall deliver to the Landlord the Certificate of Insurance referred to in Sections 7(B), (C), (D) and (E) "Tenant's Insurance" of this lease. If the Landlord Insurance is Increased solely by the Change of Use, by the tenant, tenant will be responsible to reimburse the landlord additional cost. The tenant will solely responsible for the build out, to include sealing of all floors and walls to protect the space from lasting marijuana odor, after tenant leaves the space. Tenant will be responsible to return the space odor free of marijuana, or any odor associated with the tenants use. Tenant will be at tenant expense solely responsible to install make up air as needed to insure no marijuana odor will permeate the other tenants' space. Tenant will provide landlord with stamped architectural plans during the development to be approve by landlord, such approvals not to be unreasonably withheld. Tenant will be responsible for clearing of snow on all walkways, stairs and designated parking areas for the safety of the tenants' clients, in addition to all snow plowing provided by the landlord. Tenant will be solely responsible for any Handicap requirements as required by State or Local code.

**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.

Application # (if more than one): _____

Corporation Name: G2 New England Inc

Physical Address	County	Type of Evidence Attached
146 Campanelli Parkway, Stoughton, MA	Norfolk	Lease



ORIGINAL

LEASE AGREEMENT

I. Definitions.

- A. Landlord: Name: 146 Campanelli Stoughton LLC
Address: 56 Manley Street, West Bridgewater, MA 02379
- B. Tenant: Name: G2 New England Inc.
Address: 233 Needham St
Newton, Ma. 02494
Tel: 617-420-0123
Emergency Contact: Chris Campbell
- C. Tenant's Trade Name: G2 New England Inc.
- D. Leased Premises: Approximately 10,690 rentable square feet of warehouse space for use as warehouse and office, being a portion of the building located on the Property as shown on Exhibit A, located at 146 Campanelli Parkway, Stoughton, Massachusetts, together with the right to use, in common with others, the Common Areas designated for the Leased Premises.
- E. Building: The single, approximately 41,490 square foot existing building located on the Property.
- F. Term: The time from the Commencement Date to 60 months (plus the partial month, if applicable) after the Rent Commencement Date. The end of the Term may be sooner in case of, e.g., default, casualty, and eminent domain.
- G. Option to Extend: One period of Five (5) Years at current market rate, not less than month 60 rate. The landlord will increase space if needed during the initial Five (5) year term, within the existing space, add on to the existing building, or build a new building.
- H. Commencement Date: April 1, 2014.
- I. Rent Commencement Date: April 1, 2014. Due at the signing of the lease. 1st Month Rent and last Month Rent
- J. Rent: Base Rent, Operating Cost Rent, and all other charges payable by Tenant to Landlord under this Lease ("Additional Rent").
- K. Tenant's Pro Rata Share: Tenant shall pay all of its utilities. In the case of separately metered items, Tenant shall pay 100% of the utility costs. In the case of common utilities shared with the building's other occupant, Tenant shall pay 28.0% of the utility costs. All electricity will be purchased by the tenant from the landlord via the solar Array on the roof. The meter will be in the landlords' name, billed back to the tenant.
- L. Security Deposit: \$5797.00 payable at the signing of the lease.
- M. Property: 146 Campanelli Parkway, Stoughton, MA, shown on Exhibit A, consisting of the Building and Common Areas.



N. Common Areas: The Common Areas of the Property include those areas and facilities which may be furnished by Landlord or others in or near the Property for the non-exclusive general common use of tenants and other occupants of the Property, their officers, agents, employees and customers, including (without limitation) parking areas, access areas (other than public streets), parking areas, driveways, loading docks and areas, sidewalks, interior and exterior pedestrian walkways, roofs, HVAC units and related facilities, structure of the buildings, the interior of common walls within buildings, sprinklers, pipes, conduits and other facilities delivering water, fire protection, sewer, electricity, gas, and telecommunications service to but not in the Leased Premises, landscaped and planted areas, retaining walls, sewage treatment facilities (if any), dumpsters, lighting facilities, comfort stations or rest rooms, and other similar areas, facilities or improvements. The pylon sign located in the Common Area, if any, is not available by right to all tenants of the Property.

O. Broker: Paul J. D'Angelo Jr., Quinn Associates, Inc., both parties acknowledge Quinn Associates Inc., as the sole Broker of Record.

P. Work: Build out by Tenant. All to be stamped by an Architect, approved by the landlord.

Q. Notice. See Section 25.

R. Permitted Use: Warehouse, distribution, and accessory office, cultivation of marijuana, processing, and consultation.

S. Special Provisions: See Section 34.

2. Lease. Tenant leases the Leased Premises from Landlord for the Term. Tenant accepts the Leased Premises in their "as is" condition.

3. Term of Lease.

A. Initial Term. Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises for the Term, to commence on the Commencement Date and to expire on the Termination Date or on such other date as may be provided in this Lease. This Lease shall not commence and this instrument shall be void unless at least one counterpart has been fully executed by Tenant and delivered to Landlord and at least one counterpart has been fully executed by Landlord and delivered to Tenant by the Execution Deadline Date.

B. Option Period. Provided that the Lease has not been terminated for Tenant's default and that Tenant is not then in default beyond any applicable grace period, then Tenant at its option, exercised by notice to the Landlord not less than six months prior to the expiration of the then-current term, may extend the Term for the number and length of immediately successive period(s) specified in Section 1.

4. Rent.

A. Beginning on the Rent Commencement Date, Tenant will pay Landlord Base Rent in advance. Each installment is due—that is, must be received by Landlord—on the first day of each month without demand, offsets or deductions.

B. Base Rent is as follows:

Rental Period	Annual Base Rent Rate	Monthly Installments of Base Rent

① FNL



Rental Period	Annual Base Rent Rate	Monthly Installments of Base Rent
Month 1-12	\$69,485.00	\$5,797.00
Months 13-36	\$77,502.50	\$6,458.54
Months 37-60	\$80,175.00	\$6,681.25
Option Months 61-120	Current Market Rate, not less than month 60 Rent Rate.	TBD

In addition, Tenant shall pay to the Landlord the first and last month's rent at the signing of the lease.

C. Operating Cost Rent. [Intentionally deleted.]

D. If Landlord gives notice to Tenant that Landlord did not timely receive an installment of Rent, Tenant will be liable for an administrative fee of \$100.00 as Additional Rent. If Landlord's attorney gives Tenant such a notice, Tenant will be liable for an administrative fee of \$150.00 as Additional Rent. Tenant will pay Landlord as Additional Rent an administrative fee of \$50.00 for any check returned (e.g., for insufficient funds). Unpaid Rent will bear variable interest at four percentage points above the Prime Rate.

E. Any payment by Tenant or acceptance by Landlord of an amount less than the full amount due from Tenant to Landlord will be a payment on account (or, after termination, for use and occupancy only). Tenant's statement on a check or accompanying letter that such lesser amount is payment in full will have no effect, and Landlord may accept the check without prejudice to any other rights or remedies which Landlord may have against Tenant.

F. If this Lease contains any rent concessions, including periods of so-called "free rent" or monthly installments of Rent commencing later than the Commencement Date, then on default by Tenant (after the expiration of any applicable grace period), Tenant will immediately reimburse Landlord for all such rent concessions already received by Tenant, and all then-future rent concessions will terminate.

G. After default, Landlord may (but will not be obligated to) remedy (without waiving) any default for the account and at the expense of Tenant, and if Landlord makes any expenditure or incurs any obligations for the payment of money in connection therewith, including but not limited to attorney's fees, Tenant immediately will be liable for that amount as Additional Rent.

5. USE. The Tenant shall use the Leased Premises only for the Permitted Use. The use of the Leased Premises by Tenant, however, is expressly subject to all applicable zoning ordinances and rules and regulations of any governmental authority, instrumentality, board or bureau having jurisdiction over the Leased Premises, and the rules and regulations adopted by Landlord for the Property from time to time. The current Rules and Regulations, if any, are appended to this Lease as Exhibit D. Tenant shall use the Leased Premises consistently with the Use Restrictions and Prohibitions, if any, appended to this Lease as Exhibit A.

6. LANDLORD DELIVERY AND IMPROVEMENT OF PREMISES. Landlord hereby covenants and agrees to deliver possession of the Leased Premises to Tenant, on the Commencement Date with all of Landlord's Work identified in Exhibit C completed.

(2)

FNL

7. RISK ALLOCATION AND INSURANCE.

A. Allocation of Risks.

- i. Tenant will bear the risk of bodily injury or death, or damage to property, of third persons, occasioned by events occurring on or about the Leased Premises. Those risks will be insured as provided in Subsection B(i).
- ii. Landlord will bear the risk of bodily injury, or death or damage to the property of third persons, occasioned by events occurring on or about the Building (other than Leased Premises), provided the bodily injury or damage to property is directly caused by negligent acts or omissions of the Landlord.
- iii. Tenant will bear the risk of damage to Tenant's contents, stock, inventory, trade fixtures, machinery and equipment (including special wiring, process piping, HVAC and ductwork, and the like associated with the machinery and equipment and Tenant's specialized use of the Leased Premises), alterations and improvements not expressly approved by Landlord, furniture and furnishings (collectively, "Tenant's Contents") in the Leased Premises arising out of loss by the events required to be insured against pursuant to Subsection B(ii). Tenant expressly waives its rights of recovery against Landlord (including Landlord's directors, officers, trustees, members, managers and employees) for such damage.
- iv. Subject to the express indemnities, releases, and waivers provided in this Lease, the party at fault will pay any other amount not actually covered if and to the extent that any loss of the type described in Subsection A(i) or A(ii) exceeds the coverage or the amount of insurance required to be carried under that Section (or the higher coverage actually carried), or results from an event both not required to be insured against and in fact not actually insured against.
- v. For the purpose of this subsection of the Lease, the amount of any deductible shall be deemed to be insurance coverage.

B. Tenant's Insurance. Tenant agrees to purchase and maintain in force throughout the term of this lease (including extensions of this lease) the following insurance:

- i. Liability Insurance. A standard "occurrence based" Insurance Services Office (ISO) Commercial General Liability Insurance or its equivalent to protect Tenant for liability arising out of the Leased Premises and a standard Insurance Services Office (ISO) Business Automobile Liability Insurance or its equivalent to protect Tenant for liability arising out of motor vehicles owned, rented, hired, leased or borrowed by the Tenant for the maintenance, operation, use, loading or unloading of such motor vehicles on or near the Leased Premises, with the following minimum limits of liability:

a) Commercial General Liability Insurance

- (1) \$1,000,000 Each Occurrence Limit
- (2) \$1,000,000 Personal & Advertising Limit
- (3) \$2,000,000 General Aggregate Limit - Per Location
- (4) \$2,000,000 Products-Completed Operations Aggregate Limit

(C) FNL

(5) \$ 100,000 Damage to Premises Rented to You Limit

(6) \$ 5,000 Medical Expenses Limit

b) Business Income Insurance (sometimes known as business interruption insurance)

(1) In an amount intended to insure 180 days of loss

c) Business Automobile Liability Insurance (including automobiles, trucks, tractors and trailers)

(1) \$1,000,000 Combined Single Limit

d) Umbrella Coverage. Tenant further agrees to purchase and maintain in force throughout the term of this lease (including extensions of this lease) Umbrella Liability insurance to provide liability coverage excess of the Tenant's Commercial General Liability and Business Automobile Liability Insurance policies with the following limits of liability

(1) \$2,000,000 Each Occurrence

(2) \$2,000,000 Aggregate Limit

ii. Property Insurance. Property insurance against damage to Tenant's Contents, stock, trade fixtures, equipment, furniture, furnishings, and floor coverings, in the Leased Premises for 100% of their replacement value for all risks of direct physical loss as insured against under Special Form (sometimes know as "all risk" coverage) and shall include the Agreed Value option or similar endorsement or amendment that suspends the operation of the policy's coinsurance condition.

iii. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employers' Liability insurance in the amounts required by all applicable statutes, laws, regulations or acts in the jurisdiction in which the Leased Premises is located.

iv. Amounts of Insurance. Landlord reserves the right, not more frequently than once every five years, to require increased amounts of insurance to reflect commercially reasonable insurance requirements then customarily required for similar leases.

v. Deductibles. Tenant shall not have any deductible greater than \$2500 for any coverage without the express consent of Landlord.

C. Form of Insurance. All of the above insurance will be carried with responsible companies, authorized in the jurisdiction in which the Leased Premises are located and satisfactory to Landlord and holding a "General Policyholder's Rating" of A-, Class XII or better as set forth in the most current issue of A.M. Best's Key Rating Guide. As to Tenant's insurance, the insurer and the form, substance and amount (where not stated above) will be reasonably satisfactory to Landlord and any mortgagee of Landlord, and will unconditionally provide that it is not subject to cancellation or non-renewal except after 30 days prior written notice to Landlord and any mortgagee of Landlord. Certificates of Insurance and copies of endorsements indicating compliance with this Lease, together with satisfactory evidence of payment of the premiums, will be deposited

① FNL

with Landlord at the Commencement Date and renewals not less than 30 days prior to the end of the term of the coverage.

- D. **Certificates of Insurance.** Tenant shall furnish directly to Landlord acceptable Certificates of Insurance annually evidencing such insurance is in effect continuously during the term of this Lease and the Certificate of Insurance shall indicate that such policies shall not be cancelled with less than thirty (30) days written notice to Landlord. Landlord (and Landlord's mortgagee on request by Landlord or the mortgagee) shall be named as additional insured on the Commercial General Liability and Umbrella Liability policies using additional insureds form CG 20 11 01 96 or its equivalent and Landlord and the other named above shall be identified as an additional insured as required on the Certificate of Insurance.
- E. **Primary Insurance.** Tenant's Commercial General Liability and Umbrella insurance shall provide primary coverage to Landlord and the others named above when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance the respective policies of Landlord and the others will be excess over Tenant's policy.

The insurance provisions of this Lease contain technical requirements that should be reviewed by Tenant's insurance agent or carrier to confirm that the insurance carried by Tenant conforms to these requirements and to deliver to Landlord the appropriate evidence of insurance. In the case of the Insurance Premiums being increased because of the specific nature and use of the tenant, the tenant agrees to reimburse the landlord any such additional insurance cost.

8. **INDEMNITY.** To the fullest extent permitted by law, and subject to the waiver of right of recovery provided in this Lease, Tenant will save Landlord, its agents and employees, harmless and will exonerate, defend and indemnify Landlord, its agents and employees, from and against any and all claims, liabilities or penalties:

- A. Asserted by or on behalf of any person, firm, corporation or public authority arising from the Tenant's breach of the Lease;
- B. on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Leased Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever (except to the extent the same is caused by Landlord, its agents, contractors or employees);
- C. on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring elsewhere (other than on the Leased Premises) in or about the Building to the extent arising out of the use or occupancy of the Leased Premises by Tenant, or by any person claiming by, through or under Tenant, to the extent on account of or based upon the fault, negligence or misconduct of Tenant, its agents, employees or contractors; and
- D. on account of or based upon (including money due on account of) any work or thing whatsoever done (other than by Landlord or its contractors, or agents or employees of either) on any portion of the Building during the term of this Lease and during the period of time, if any, prior to the Commencement Date in respect of such portion of the Building to which Tenant may have been given access.

9. UTILITIES AND SERVICE CHARGES. Tenant shall, at its own cost and expense, directly pay all separately metered utilities and service charges it incurs, including but not limited to those for gas, water, sewer, electricity, telecommunications, dumpster and trash removal, and any deposits required by utility suppliers with respect to the Leased Premises. For utilities and services shared by tenants or otherwise billed to Landlord, Landlord will bill Tenant for Tenant's use of such utilities and services or, in case of shared utilities and services, Tenant's allocable share. The allocable share will be based on Tenant's rentable square footage compared to the rentable square footage of the other tenants sharing the utilities and services. Tenant will buy all electricity from the landlord, billed back to the tenant from the landlord, at rates agreed upon by the landlord and tenant, not to exceed rates National Grid in Stoughton. Tenant will be allowed to drive a private well for water. Tenant will be totally responsible for the well installation, and maintained. In case of a failure, tenant will be solely responsible.

10. ALTERATIONS, MAINTENANCE AND CONDITION OF THE LEASED PREMISES.

A. Consistent with the Landlord's responsibilities contained in this lease, Tenant agrees to accept the Leased Premises "as is" except for Landlord's Work. Other than Tenant's Work, Tenant will not make any further alterations or improvements to the Leased Premises without Landlord's prior written consent. Tenant will submit with the request for approval reasonably detailed plans, schedule of values, and such other information and documentation as Landlord may reasonably request. Landlord may submit proposed alterations of improvements for professional review for such considerations as Landlord deems appropriate (e.g., health and safety, structural integration, negative effects on the Building). Landlord may charge Tenant as Additional Rent the reasonable cost of the professional review. Landlord will not unreasonably withhold consent for nonstructural interior work, but may withhold consent with or without justification for work affecting the structure or the outside or facade of the Leased Premises. Tenant may not rely on Landlord's review, professional review, and approval with respect to whether the improvements or alterations will comply with applicable laws, codes, and the like. Promptly when available, Tenant will submit to Landlord a copy of (i) the application for building permit and all supporting documentation; (ii) all supplemental material filed with the building department; (iii) the building permit; (iv) the certificate of occupancy; and (v) the actual cost of the project in a form suitable to submitting to the insurer. On Landlord's request, Tenant will deliver as-built plans promptly after completion of the improvements, including Tenant's Work.

B. Landlord's only maintenance obligations are to keep and maintain the Common Areas in good repair, and keep and maintain the HVAC. Repairs needed because of Tenant's negligence are addressed in the insurance section of this Lease. Landlord will engage a commercially reasonable ice and snow removal service for the parking lot and driveways.

C. Other than Landlord's maintenance obligations, Tenant, at its expense, will keep and maintain the Leased Premises and signage located at the Leased Premises in first-class appearance, condition, and repair (including replacements when needed), and in compliance with all applicable laws, regulations, fire insurance requirements and recommendations, and the like. (In the case of exterior doors and windows, plate glass, and store fronts, Landlord retains the right to repair damage caused by the Tenant, their employees, customers or agents at Tenant's expense in order to maintain the look and

 FNL

feel of the Building.) Tenant, at Tenant's sole expense, will be responsible for trash removal with a reputable trash removal company, including placement of a dumpster, reasonably acceptable to Landlord, in a designated location. Tenant will be solely responsible for the safe removal of ice and snow from the walks and stairways outside the Leased Premises. Tenant will not allow any mechanic's liens on the Property. Tenant will not commit waste. If Tenant does not comply with any of the foregoing, Landlord may do so and charge Tenant for the reasonable cost as Additional Rent.

D. All tenant improvements, including (if applicable) Landlord's Work and Tenant's Work, affixed to the Leased Premises, other than Tenant's equipment and trade fixtures, are property of Landlord.

11. REQUIREMENTS OF PUBLIC AUTHORITIES. Tenant shall suffer no waste or injury in or about the Leased Premises and shall comply with all federal, state, county and municipal laws, ordinances and regulations applicable to the structure, use and occupancy of the Leased Premises. In addition, Tenant shall effect the correction, prevention and abatement of nuisances, violations, or other grievances in, upon or connected with the Leased Premises alleged by third parties, except to the extent the same result from the condition of the Leased Premises as of the Commencement Date, in which case the same shall be the responsibility of the Landlord, and shall also promptly comply with all rules, orders and regulations of the Board of Fire Underwriters.

12. LANDLORD'S RIGHT TO CURE.

A. Landlord and its agents and workmen shall have the right to enter into and upon the Leased Premises at all reasonable times (except for emergency, only during normal business hours, upon reasonable advance notice and in such a manner as to not unreasonably interfere with Tenant's use and occupancy of the Leased Premises) for the purpose of inspection and examination of the state of repair and condition thereof. In case of an emergency, Landlord shall contact the Emergency Contact. Landlord or his representatives will not enter the premises without an escort by security of G2 New England.

B. If Tenant fails to maintain the Leased Premises as required herein or make any required repairs after reasonable notice (or prior to notice in case of emergency), Landlord may, but shall not be obligated to, make such repairs as shall be necessary as a consequence of any failure of Tenant to meet its obligations under this Lease. The cost of any such repairs undertaken by Landlord, together with interest thereon at the rate of fifteen percent (15%) per annum, shall be deemed to be Additional Rent payable by Tenant upon demand by Landlord. The making of any such repairs by Landlord shall not constitute a waiver by Landlord of any right or remedy provided by this lease upon Tenant's default in the making of such repairs.

13. DAMAGE AND DESTRUCTION TO BUILDING; EMINENT DOMAIN.

A. If more than 20% of the Leased Premises are damaged by fire or casualty or are taken by eminent domain, then Landlord may terminate this Lease. If Landlord reasonably determines it cannot restore the Leased Premises within 60 days from the date of taking or casualty, Landlord will promptly give notice to Tenant; and either Landlord or Tenant

PNL

may terminate this Lease by notice to the other party within thirty (30) days of Landlord's notice.

B. If neither party terminates the Lease, then Landlord will restore the Leased Premises other than Tenant's Contents to the extent (i) practicable and expeditious, (ii) permitted by law, (iii) of Landlord's documentation of the condition of the Leased Premises, including the condition when delivered to Tenant in accordance with this Lease and permanent improvements approved by Landlord in accordance with this Agreement and as-built plans furnished by Tenant. Landlord may exercise its reasonable discretion in restoring Tenant's improvements to the extent of ambiguity or conflict in the nature or details of such improvements. During restoration, Landlord will abate a just proportion of the Rent, based on the nature and extent of the damages. Tenant will promptly repair or replace Tenant's Contents.

C. Landlord will be entitled to all rights to damages or compensation. Tenant grants to Landlord all of Tenant's rights to those damages and agrees to execute an assignment if Landlord requests. However, Tenant may separately prosecute damages for (i) the tenant improvements it made, including Tenant's Work described in this Lease and Tenant's stock in trade, trade fixtures, furniture, furnishings, and floor coverings; and (ii) relocation expenses, provided it does not affect the compensation otherwise recoverable by Landlord.

14. NON-LIABILITY OF LANDLORD. To the fullest extent permitted by law, Landlord shall not be liable for any damage or injury which may be sustained by Tenant or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power conveyor, refrigeration, sprinkler, heating or other systems, elevators or hoisting equipment, if any, in the Leased Premises, or by reason of the elements, or resulting from acts, conduct or omissions on the part of Tenant or of Tenant's agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or party.

15. TENANT'S SIGNS. Tenant's signage shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction. All of Tenant's building or pylon signage shall be approved in advance and in writing by Landlord, at Landlord's sole discretion.

16. ACCESS TO LEASED PREMISES. Landlord reserves the right to enter the Leased Premises at reasonable times and on reasonable prior notice (except without notice in emergencies or if the Leased Premises appear to have been without activity for two months or abandoned) to inspect, make repairs, additions or alterations to the Leased Premises or the Common Areas, and to show the Leased Premises to persons having a legitimate business interest in seeing the Leased Premises. Landlord may install conventional "To Let" and "For Sale" signs on the Leased Premises and to remain thereon without hindrance or molestation. Landlord or his represents will not enter without an escort of G2 New England.

17. ASSIGNMENT AND SUBLEASE.

A. Except to Tenant's parent, subsidiary or affiliate ("Permitted Assignee"), Tenant will not assign this Lease or sublet all or any part of the Leased Premises without the Landlord's



prior written consent, which will not be unreasonably withheld. Tenant will deliver to Landlord such information as Landlord may reasonably request in connection with the request for consent. Landlord's consent to an assignment or sublease will not release or discharge Tenant from any obligations or liabilities under this Lease unless the consent expressly so states. Tenant's obligations and liabilities under this Lease will continue to be direct and primary.

- B. Except for an assignment or sublet to a Permitted Assignee, in the case of a proposed assignment or of a proposed sublet with a term greater than one year (whether by stated term including options to extend or renew, or actual occupancy), Landlord will have the right to terminate the Lease in the case of the assignment or to recapture the Leased Premises subject to the sublet as follows. Landlord will have the option, exercisable by giving notice to Tenant at any time within twenty (20) days after Landlord's receipt of the request for consent (including information on the assignment), to (a) terminate this Lease in the case of assignment; (b) terminate that portion of the Lease Premises which is subject to a proposed sublease (the "Space") if the term of the sublease is coextensive or substantially coextensive with the term of the Lease; and (c) in the case of a sublease of a term (including options to renew or extend) not substantially coextensive with the term of the Lease, to sublease the Space from Tenant upon the terms and conditions set forth in the notice, except that the rent shall be the lower of the per square foot Fixed Rent and additional rent payable under this Lease for the Space, or the proposed rent under the sublease. If Landlord exercises its option to sublet the Space, Tenant shall sublet the Space to Landlord upon the terms and conditions contained in the request for consent (except as provided in the section with respect to rent); provided, however, that: (i) Landlord shall at all times under such sublease have the right and option further to sublet the space without obtaining Tenant's consent or sharing any of the economic consideration received by Landlord; (ii) Landlord and its subtenants shall have the right to use in common with Tenant all corridors, lobbies, and the like which are within the Leased Premises and the use of which is reasonably required for the use and enjoyment of the Space; (iii) Tenant shall have no right of setoff or abatement or any other right to assert a default hereunder by reason of any default by Landlord under such sublease; and (iv) Landlord's liability under such sublease shall not be deemed assumed or taken subject to by any successor to Landlord's interest under this Lease. If Landlord does not elect to recapture or sublet the Space, Tenant nevertheless still is obligated to obtain consent for the assignment or sublease as provided in this section. If Landlord exercises its right to terminate the Lease (or the Lease as to the Space), then as of the date (the "Termination Date") set forth in Landlord's notice, Tenant shall be relieved of all further rent obligations as to the Lease or as to the Space, as applicable, as of the Termination Date.
- C. Except for an assignment or sublet to a Permitted Assignee, Landlord shall be entitled to share 50% of total economic profits arising from a sublet or assignment (other than in connection with a Transfer). In case of excess rent, the amount is payable monthly when received by Tenant. In any event, Landlord shall not be responsible for any costs associated with the assignment, sublet, or Transfer.

Q FNL

D. Provided Tenant is not in default during the Term. Landlord consents to the following categories of assignment ("Permitted Transfer") to the following categories of persons ("Permitted Transferees"):

i. any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as

a) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and

b) the tangible net worth of the surviving or created entity is not less than the greater of

(1) the tangible net worth of Tenant on the Commencement Date, or

(2) the tangible net worth of Tenant at the time of the assignment; or

ii. any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's stock or assets if such entity's tangible net worth after such acquisition is not less than the greater of

a) the tangible net worth of Tenant as of the Commencement Date, or

b) the tangible net worth of Tenant at the time of the assignment.

iii. Tenant will promptly notify Landlord of any such Permitted Transfer. Tenant will remain liable for the performance of all of the obligations of Tenant under this Lease, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity will expressly assume in writing the obligations of Tenant under this Lease. Additionally, the Permitted Transferee will comply with all of the terms and conditions of this Lease, including the Permitted Use, and the use of the Premises by the Permitted Transferee may not violate any other agreements affecting the Leased Premises, the Building, Landlord or other tenants of the Building. At least 30 days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with copies of the instrument effecting the Permitted Transfer and documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Permitted Transfer. The occurrence of a Permitted Transfer will not waive Landlord's rights as to any subsequent transfers. Tangible net worth means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including, without limitation, good will, licenses, patents, trademarks, trade names, copyrights, and franchises. Any subsequent Transfer by a Permitted Transferee to any person other than a Permitted Transferee will be subject to Landlord's prior written consent (which Landlord may grant or deny in its sole discretion).

 FNL

18. COVENANT AGAINST LIENS. Tenant agrees that it shall not encumber, or suffer or permit to be encumbered; the Leased Premises or the fee thereof by any lien, charge or encumbrance, and Tenant shall have no authority to mortgage or hypothecate this lease in any way whatsoever.

19. SUBORDINATION. Unless the ground lease landlord, mortgagee or lienholder elects otherwise, this Lease shall be subject and subordinate at all times to the lien of any master lease, mortgage or other encumbrance now or hereafter placed on the Leased Premises or any part thereof without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination, but Tenant covenants and agrees to execute and deliver upon demand such further commercially reasonable instrument or instruments evidencing such subordination of this Lease to any ground lease or to the lien of any such mortgage or other encumbrance as shall be desired by a ground lease landlord or a mortgagee, or proposed lessor or mortgagee, or by any person. In the event that any mortgage shall be foreclosed or ground lease terminated for any reason and the mortgagee or the ground lessor, its successors or assigns or any new owner of the Leased Premises ("Successor") succeeds to the interest of Landlord under this Lease, Tenant hereby agrees to be bound to the Successor under all of the covenants and conditions of this Lease for the balance of the term hereof with the same force and effect as if the Successor were the Landlord under this Lease, and Tenant does hereby attorn to the Successor as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon the Successor succeeding to the interest of Landlord under this Lease, provided, however, that Tenant shall be under no obligation to pay rent to the successor until Tenant receives written notice from the Successor that it has succeeded to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Successor upon such attornment shall to the extent of the then remaining balance of the term of this Lease be the same as set forth herein.

20. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit the Security Deposit with Landlord as security for the full and faithful performance of this Lease by Tenant. Within seventy-five (75) days of the expiration or termination of this Lease, and providing Tenant is not in default hereunder and has performed all of the covenants and conditions of this Lease, Landlord shall return the unused portion of the Security Deposit to Tenant. Tenant covenants and agrees that it shall not assign, pledge, hypothecate, mortgage or otherwise encumber the aforementioned security during the term of this Lease. Landlord shall have the right to commingle the Security Deposit with its general funds and said Security shall not be required to be segregated, nor shall the Security Deposit bear interest. Landlord shall have the right to apply said security to the payment or offset of any Base Rent, Additional Rent or other expense resulting from a default by Tenant or otherwise arising under this Lease, and in such event Landlord shall give Tenant notice of any application of said security and Tenant shall forthwith restore the security fund to its original amount.

21. SURRENDER BY TENANT AT END OF TERM.

A. Tenant shall surrender possession of the Leased Premises and remove all goods and improvements and other personal property in the possession of Tenant, by whomsoever owned, (collectively "Goods and Improvements") at the end of the term of this Lease, or within ten (10) days of such other time as Landlord may be entitled to re-enter and take possession of the Leased Premises pursuant to any provision of this Lease. In default of

Q FNL

such surrender of possession and removal of Goods and Improvements at the time aforesaid, Tenant will pay to Landlord one hundred fifty percent (125%) of the rent reserved by the terms of this Lease for such period as Tenant either holds over possession of the Leased Premises or allows its Goods and Improvements to remain in the Leased Premises, as well as statutory penalties and all other damages which Landlord shall suffer by reason of Tenant holding over in violation of the terms and provisions of this Lease, including all reasonable claims for damages made by any succeeding tenant or purchaser of the Leased Premises against Landlord which may be founded on delay by Landlord in giving possession of the Leased Premises to such succeeding tenant or purchaser, so far as such damages are occasioned by the unlawful holding over of Tenant. However, if Landlord gives reasonable notice to Tenant that Landlord is subject to extraordinary harm (e.g., Landlord has executed a lease with a new tenant to occupy the Premises, and the new lease relies on Tenant timely vacating), then Tenant will be liable for all extraordinary damages arising from Tenant's failure to timely vacate.

B. In the event Tenant fails to remove all Goods and Improvements at the end of the term of this Lease, or within ten (10) days of such other time as Landlord may be entitled to re-enter and take possession of the Leased Premises pursuant to any provision of this Lease, Landlord, at its option, may remove all Goods and Improvements from the Leased Premises to a reasonably safe place of storage, such moving and storage to be at the sole risk, cost and expense of Tenant, and Tenant covenants and agrees to reimburse and pay to Landlord all expenses which Landlord incurs for the removal and storage of all Goods and Improvements. Alternatively, at the option of Landlord, Tenant shall be deemed to have abandoned such Goods and Improvements and the same shall become the property of Landlord.

C. All improvements, additions, installations, renovations, changes or alterations in the Leased Premises (except trade fixtures) shall remain in the Leased Premises and be surrendered upon the expiration of the Term; provided however, that, at Landlord's election by notice to Tenant, Tenant shall remove all improvements, changes, additions, installations, renovations or alterations and restore the Leased Premises as necessary because of the removal.

D. No act or thing done by Landlord shall be deemed an acceptance of the surrender of the Leased Premises unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution by Landlord of a new lease of the Leased Premises.

22. DEFAULT BY TENANT.

A. If before or during the term of this Lease there shall occur any of the following events three times ("Events of Default"):

- i. if Tenant shall fail to pay any installment of Base Rent or Additional Rent within three business days after written notice by Landlord that the installment of rent has not been paid when due (provided, however, that Landlord shall not have any obligation to give this notice to Tenant more than twice in any twelve (12) month

- period and any further failure to pay shall be an Event of Default with no opportunity for cure); or
- ii. if Tenant shall fail to perform or observe any requirement, obligation, agreement, covenant or condition of this Lease, other than the payment of any installment of Base Rent or Additional Rent, and the failure shall continue for thirty (30) days after Landlord gives Tenant notice thereof, or if the failure cannot be remedied within thirty (30) days, then for a reasonable time thereafter, provided Tenant commences to remedy such failure within the thirty (30) day period and prosecutes the same to completion with diligence (provided, however, that Landlord shall not have any obligation to give notice of default of the same nature to Tenant more than three times in any twelve (12) month period and any further default of the same nature shall be an Event of Default with no opportunity for cure); or
 - iii. if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its assets; or
 - iv. if there is an entry of an order for relief, or, in the absence of an order for relief, if, within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of Tenant of any trustee, receiver or liquidator of Tenant or of any material part of its assets, such appointment shall not have been vacated; or
 - v. if the interest of Tenant in the Leased Premises shall be sold under execution or other legal process, or
 - vi. if any representations or warranty contained in this Lease shall prove to be incorrect in any material respect on the date upon which it was made; or
 - vii. if Tenant shall vacate or abandon the Leased Premises and not pay rent (other than as a result of fire or other casualty or other cause beyond Tenant's control), then at any time following any of such Events of Default, Landlord, without waiving any other rights herein available to Landlord at law or in equity, may either (1) give Tenant notice of termination of this Lease, or (2) without terminating this Lease, give Tenant notice of Landlord's intention to reenter and take possession of the Leased Premises, with legal process, or (3) Landlord shall

be permitted to reenter and take possession of the Leased Premises, without legal process if the tenant has vacated the premises for a period of sixty (60) days; or

- viii. if Tenant fails to operate at the Leased Premises for six months and not paid rent.

B. Section intentionally left blank.

C. In the event that Landlord elects to terminate Tenant's right to possession of the Leased Premises under the preceding subsection following an Event of Default, Landlord may reenter and take possession of the Leased Premises, with legal process, and Tenant hereby waives any claim for damages as a result thereof, and Tenant shall be obligated to pay to Landlord as damages on demand, and Landlord shall be entitled to recover from Tenant.

- i. all Rent and Additional Rent payable to the date of termination of Tenant's right to possession, plus
- ii. the cost to Landlord of all reasonable out of pocket legal and other expenses and costs (including attorney's fees) incurred by Landlord in obtaining possession of the Leased Premises, in enforcing any provision of this Lease, in preserving the Leased Premises during any period of vacancy, in taking reasonable steps to protect its interest in the Leased Premises (including communications with Tenant and Tenant's counsel and attending court hearings and creditor meetings), in making such repairs as Landlord may reasonably deem necessary or advisable in operating and maintaining the Leased Premises, and in reletting the Leased Premises, including, without limitation, reasonable brokerage commissions and fees incurred by Landlord, prorated for that part of the reletting term ending concurrently with the then-current Term of this Lease, plus
- iii. in the event of Landlord's giving notice of its intention or re-enter and take possession without terminating this Lease, damages (payable in monthly installments, in advance, on the first day of each calendar month following the giving of such notice and continuing until the date originally fixed herein for the expiration of the then current term of this Lease) in amounts equal to the Rent and Additional Rent herein reserved, less the net amount of rent, if any, which may be collected and received by Landlord from the Leased Premises for and during the balance of the term; Landlord may relet the Leased Premises, or any part or parts thereof (but in no event shall Landlord be obligated to do so), for a term or terms which may at Landlord's option be less than or extend after the term, and Landlord may grant concessions or charge a rental in excess of that provided in this Lease (and Tenant shall have no right to any excess); or

D. If the basis of the default is solely Tenant's failure fails to operate the business at the Leased Premises for more than six months, Landlord's sole remedy is the right to terminate the Lease.

D. FNL

- E. Landlord may sue for and collect any amounts which may be due pursuant to the provisions of preceding subsection of this Lease from time to time as Landlord may elect, but no such suit shall bar or in any way prejudice the rights of Landlord to enforce the collection of amounts due at any time or times thereafter by a like or similar proceeding, by or under any statute, law or decision now or hereafter in force and effect.
- F. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. The receipt and acceptance by Landlord of rent with knowledge of the default by Tenant in any of Tenant's obligations under this Lease shall not be deemed a waiver by Landlord of such default. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loan or damages referred to above.
- G. No waiver by Landlord of any Event of Default or any default by Tenant in any covenant, agreement or obligation under this Lease shall operate to waive or affect any subsequent Event of Default or default in any covenant, agreement or obligation hereunder, nor shall any forbearance by Landlord to enforce a right or remedy upon an Event of Default or any such default be a waiver of any of its rights and remedies with respect to such or any subsequent default or in any other manner operate to the prejudice of Landlord.

23. QUIET ENJOYMENT. Landlord further covenants that Tenant, on paying the rental and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Leased Premises for the term aforesaid, without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease and any instruments having a prior lien.

24. CERTIFICATES BY TENANT. Tenant agrees at any time and from time to time during the term of this Lease, within ten (10) days after written request from Landlord, to execute, acknowledge and deliver to Landlord or to a third party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications, the actual Commencement Date, Rent Commencement Date, and scheduled Termination Date, and the dates to which the Base Rent, Additional Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge. The parties and such third party shall have the right to rely upon the contents of any such written statement of Tenant.

25. NOTICES. All notices shall be made in writing and served by in hand delivery with written receipt, or by certified mail, return receipt requested, or by Express Mail or by a recognized overnight courier such as Federal Express. All notices shall be served at the respective address stated in the first grammatical paragraph of this Lease, or at such other

① FNL

address as either party may designate for itself from time to time by notice in the manner stated in this section. A notice shall be deemed served on the earlier of actual delivery or tender of delivery at the notice address on a business day during ordinary business hours.

26. CAPTIONS. The captions to the sections of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Lease or any part thereof nor in any way affect this Lease or any part thereof.

27. COVENANTS AND CONDITIONS. All of the terms and provisions of this Lease shall be deemed and construed to be "covenants" and "conditions" to be performed by the respective parties as though words specifically expressing or importing covenants and conditions were used in each separate term and provision hereof.

28. DEFINITION OF LANDLORD. The term "Landlord" shall mean and include only the then owner of the fee title of the Leased Premises. On transfer by Landlord of the fee title to the Leased Premises, Landlord shall give Tenant notice of the name and address of Landlord's transferee and shall transfer the Security Deposit to the transferee. In such event, the then Landlord shall be automatically freed and relieved from and after the date of such transfer of title of all personal liability with respect to the performance under this Lease, provided any such transfer and conveyance by Landlord is expressly subject to the assumption by the grantee or transferee of the obligations of this Lease.

29. LANDLORD'S EXCULPATION. In any action or proceeding brought by Tenant against Landlord on this Lease, Tenant shall look solely to Landlord's interest in the Leased Premises for the payment of any damages or satisfaction of any liabilities or obligations of Landlord, and no judgment obtained by Tenant shall be enforceable against, or a lien upon, any property of Landlord other than the Leased Premises.

30. BROKERAGE REPRESENTATION. Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker in connection with the negotiation and execution of this Lease, except the brokers specified in Section 1. Landlord and Tenant each agree to indemnify the other against all liabilities arising from any claim of any real estate brokers not listed in Section 1 of this Lease, including cost of counsel fees, resulting from the respective acts of Landlord and Tenant.

31. HAZARDOUS MATERIALS.

A. For the purposes of this Lease, Hazardous Materials shall be broadly construed and shall include but not be limited to, substances defined, as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et. seq.; the Resources Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. seq. and any applicable state laws; and the regulations adopted and publications promulgated pursuant to said laws.

B. If, at any time during the Term, Hazardous Materials shall be found in the Leased Premises or in the Property or Building then, in such event:

(2) FNL

- i. with regard to any Hazardous Materials that Landlord shall have caused, Landlord shall remove same, in compliance with all applicable laws, and at Landlord's sole cost and expense; and Landlord agrees to defend, indemnify, and hold Tenant harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorney's fees) which Tenant may suffer as a result of any claim, suit or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and clean-up of same.
- ii. with regard to any Hazardous Materials caused by Tenant, its assignees, licensees, subtenants or invitees, Tenant shall remove same, in compliance with all applicable laws, and at Tenant's sole cost and expense; and Tenant agrees to defend, indemnify, and hold Landlord harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorney's fees) which Landlord may suffer as a result of any claim, suit or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and clean-up of same.

32. DELAYS. In any case where Landlord or Tenant is required to do any act, delays caused by or resulting from Act of God, force majeure, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond a party's reasonable control (other than payment of rent) shall not be counted in determining the time for completion of performance, whether such time be designated by a fixed date, a fixed time or "a reasonable time." In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform the work and to the party required to make the payment, for delays in the collection of the proceeds and awards, but in no event shall the provisions of this Section affect Tenant's obligation to pay rent.

33. COVENANTS OF FURTHER ASSURANCES. If, in connection with obtaining financing for the Leased Premises, a lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not withhold, delay or defer its written consent, provided that such modifications do not materially adversely affect the leasehold interest hereby created or Tenant's use and enjoyment of the Leased Premises.

34. SPECIAL PROVISIONS. The Lease is contingent on the tenant receiving a provisional license to cultivate marijuana, processing, distribution, bakery, retail and consultation. Tenant will have provisional license by February 7, 2014. If the tenant cancels the lease on or before February 7, 2014, tenant agrees to pay the Landlord the Security Deposit of \$5797.00 penalty as severance for taking the property off the market. Tenant because of the Medical marijuana use and Retail outlet will be responsible to plow, salt/sand all designated parking areas, walkways and handicap ramps for the protection and safety of the medical clients, in addition to the plowing provided by the landlord.

35. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

① FNL

36. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws in which the Leased Premises are located.

37. JOINT AND SEVERAL. Each person joining this Lease as a Tenant will be jointly and severally liable.

38. CONSENT OF LANDLORD. Landlord will not be liable for damages resulting from a wrongful failure to give consent. Tenant's sole remedy will be an action for injunctive relief.

39. WAIVER AND AMENDMENT. No provision of this Lease will be deemed waived or amended except by a written instrument unambiguously stating the matter waived or amended. Waiver of any matter in one instance will not be a waiver of the same or any other matter on any future occasion.

40. SEVERABILITY. The provisions of this Lease are severable. If any part of this Lease is held unenforceable by any court, the remainder will remain in full force, and the parties request that the court reform the unenforceable provision to give maximum legal effect to the intention of the parties.

41. CONSTRUCTION GENERALLY. This Lease will be interpreted and construed in a fair and impartial manner without regard to such factors as which party drafted this Lease, the supposed relative bargaining powers of the parties, or the domicile of any party. Each party has had the opportunity to review and negotiate this Lease by counsel.

42. CHANGES TO PROPERTY. Landlord reserves the right at any time and from time to time to (a) make or permit changes or revisions in the plan for the Property including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to, the building areas, walkways, driveways, parking areas, or other Common Areas, (b) construct improvements in the Property and to make alterations thereof or additions thereto and to build additional stories on or in any such building(s) and build adjoining same, including (without limitation) pad sites in the Common Areas, and (c) make or permit changes or revisions in the Property, including additions thereto, and to convey portions of the Property to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof; provided, however, that no such changes, rearrangements or other construction shall reduce the parking areas below the number of parking spaces required by law.

43. CONFIRMATION CERTIFICATE. Promptly after the Rent Commencement Date and remeasurement of the Leased Premises, if applicable, at the request of either Landlord or Tenant, Landlord and Tenant agree to execute the Lease Data Confirmation Certificate in the form appended to this Lease as Exhibit B.

44. BIND AND INURE CLAUSE. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of each of the parties, and their respective successors and assigns.


FNL

Executed as a sealed instrument, all as of the day and year first above written.

LANDLORD:
ONE FORTY SIX CAMPANELLI STOUGHTON LLC

By:  manager

TENANT:
G2 New England Inc.

By:  as President
Fotis Loulourgas
Title: President


By: 
Fotis Loulourgas, Personally Guarantee



EXHIBIT A
BUILDING AND ASSOCIATED REAL ESTATE
LEASED PREMISES
PROPERTY PLAN

See attached sketch of Leased Premises.

The envelope of the Leased Premises is defined the plane of upper surface of the subfloor; below the plane of the underside of the floor deck or roof above; with respect to exterior walls, out to the plane of the interior surface of the exterior wall or of the studs, if existing; with respect to interior walls, within the plane of the surface of the studs facing the Leased Premises; and expressly including all non-structural walls within the boundaries of the Leased Premises and all utility lines, pipes, wires, conduits, facilities and services, all vents, ducts, and all other Building services and equipment to the extent they are located within and exclusively serve the Leased Premises; and expressly excluding joists and other structural elements of the Building, and pipes, conduits, channels, air shafts, raceways, and the like running through the Leased Premises but servicing other tenants in the Building are common elements and are not a part of the Leased Premises).

Use of the Leased Premises is subject to the following:

- 1 Matters of record title. A copy of the most recent title insurance policy is available on request.
- 2 Rules and Regulations appended to this Lease.
- 3 Landlord has the right to enter the Leased Premises to inspect and make repairs and replacements. The common areas may change over time as a result of, e.g., Landlord reconfiguring the parking, repairing, and restricting certain common areas for special purposes, such as employee parking. (Landlord will use diligent efforts to minimize interference with Tenant's business and to maintain adequate parking available to Tenant.)

② FNL

**EXHIBIT B
LEASE DATA CONFIRMATION CERTIFICATE**

Reference is made to a "Lease Dated for Identification only as of April 1, 2014" (the "Lease") by and between One Forty Six Campanelli Stoughton LLC as Landlord and G2 New England Inc. as Tenant.

Pursuant to the Lease, Landlord and Tenant hereby confirm as follows:

1. The Rent Commencement Date under the Lease is April 1, 2014, and the Termination Date under the Lease is March 31, 2019, or sixty months after the Rent Commencement Date, all as stated in the lease.
2. The area of the Leased Premises is 10,690 rentable square feet.
3. The rent due under the Lease is as follows:

Rental Period	Annual Base Rent Rate	Monthly Installments of Base Rent
Month 1-12	\$69,485.00	\$5790.41
Months 13-36	\$77,502.50	\$6458.54
Months 37-60	\$80,175.00	\$6681.25
Option Months 61-120	Current market rate, not less than month 60 rent rate	TBD

4. Landlord and Tenant agree that Landlord's Work is complete.

① FNL



ORIGINAL

Executed as a sealed instrument.

LANDLORD:
ONE FORTY SIX CAMPANELLI STOUGHTON LLC

By:

TENANT:
G2 New England Inc.

By: as President
Fotis Loulourgas
Title: President

By:
Fotis Loulourgas, Personally Guarantee

EXHIBIT C
LANDLORD'S WORK-

1. N/A
- 2.
- 3.
- 4.
- 5.
- 6.

TENANT'S WORK-

Tenant shall be allowed into the premises on or after April 1, 2014 for the sole purpose of installing telephone, computer and other systems. Prior to entering the premises, the Tenant shall deliver to the Landlord the Certificate of Insurance referred to in Sections 7(B), (C), (D) and (E) "Tenant's Insurance" of this lease. If the Landlord Insurance is Increased solely by the Change of Use, by the tenant, tenant will be responsible to reimburse the landlord additional cost. The tenant will solely responsible for the build out, to include sealing of all floors and walls to protect the space from lasting marijuana odor, after tenant leaves the space. Tenant will be responsible to return the space odor free of marijuana, or any odor associated with the tenants use. Tenant will be at tenant expense solely responsible to install make up air as needed to insure no marijuana odor will permeate the other tenants' space. Tenant will provide landlord with stamped architectural plans during the development to be approve by landlord, such approvals not to be unreasonably withheld. Tenant will be responsible for clearing of snow on all walkways, stairs and designated parking areas for the safety of the tenants' clients, in addition to all snow plowing provided by the landlord. Tenant will be solely responsible for any Handicap requirements as required by State or Local code.

Q

FNL

**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.

Application # (if more than one): _____

Corporation Name: G2 New England Inc

Physical Address	County	Type of Evidence Attached
146 Campanelli Parkway, Stoughton, MA	Norfolk	Lease



ORIGINAL

LEASE AGREEMENT

I. Definitions.

- A. Landlord: Name: 146 Campanelli Stoughton LLC
Address: 56 Manley Street, West Bridgewater, MA 02379
- B. Tenant: Name: G2 New England Inc.
Address: 233 Needham St
Newton, Ma. 02494
Tel: 617-420-0123
Emergency Contact: Chris Campbell
- C. Tenant's Trade Name: G2 New England Inc.
- D. Leased Premises: Approximately 10,690 rentable square feet of warehouse space for use as warehouse and office, being a portion of the building located on the Property as shown on Exhibit A, located at 146 Campanelli Parkway, Stoughton, Massachusetts, together with the right to use, in common with others, the Common Areas designated for the Leased Premises.
- E. Building: The single, approximately 41,490 square foot existing building located on the Property.
- F. Term: The time from the Commencement Date to 60 months (plus the partial month, if applicable) after the Rent Commencement Date. The end of the Term may be sooner in case of, e.g., default, casualty, and eminent domain.
- G. Option to Extend: One period of Five (5) Years at current market rate, not less than month 60 rate. The landlord will increase space if needed during the initial Five (5) year term, within the existing space, add on to the existing building, or build a new building.
- H. Commencement Date: April 1, 2014.
- I. Rent Commencement Date: April 1, 2014. Due at the signing of the lease, 1st Month Rent and last Month Rent
- J. Rent: Base Rent, Operating Cost Rent, and all other charges payable by Tenant to Landlord under this Lease ("Additional Rent").
- K. Tenant's Pro Rata Share: Tenant shall pay all of its utilities. In the case of separately metered items, Tenant shall pay 100% of the utility costs. In the case of common utilities shared with the building's other occupant, Tenant shall pay 28.0% of the utility costs. All electricity will be purchased by the tenant from the landlord via the solar Array on the roof. The meter will be in the landlords' name, billed back to the tenant.
- L. Security Deposit: \$5797.00 payable at the signing of the lease.
- M. Property: 146 Campanelli Parkway, Stoughton, MA, shown on Exhibit A, consisting of the Building and Common Areas.

DML

N. Common Areas: The Common Areas of the Property include those areas and facilities which may be furnished by Landlord or others in or near the Property for the non-exclusive general common use of tenants and other occupants of the Property, their officers, agents, employees and customers, including (without limitation) parking areas, access areas (other than public streets), parking areas, driveways, loading docks and areas, sidewalks, interior and exterior pedestrian walkways, roofs, HVAC units and related facilities, structure of the buildings, the interior of common walls within buildings, sprinklers, pipes, conduits and other facilities delivering water, fire protection, sewer, electricity, gas, and telecommunications service to but not in the Leased Premises, landscaped and planted areas, retaining walls, sewage treatment facilities (if any), dumpsters, lighting facilities, comfort stations or rest rooms, and other similar areas, facilities or improvements. The pylon sign located in the Common Area, if any, is not available by right to all tenants of the Property.

O. Broker: Paul J. D'Angelo Jr., Quinn Associates, Inc., both parties acknowledge Quinn Associates Inc., as the sole Broker of Record.

P. Work: Build out by Tenant. All to be stamped by an Architect, approved by the landlord.

Q. Notice. See Section 25.

R. Permitted Use: Warehouse, distribution, and accessory office, cultivation of marijuana, processing, and consultation.

S. Special Provisions: See Section 34.

2. Lease. Tenant leases the Leased Premises from Landlord for the Term. Tenant accepts the Leased Premises in their "as is" condition.

3. Term of Lease.

A. Initial Term. Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises for the Term, to commence on the Commencement Date and to expire on the Termination Date or on such other date as may be provided in this Lease. This Lease shall not commence and this instrument shall be void unless at least one counterpart has been fully executed by Tenant and delivered to Landlord and at least one counterpart has been fully executed by Landlord and delivered to Tenant by the Execution Deadline Date.

B. Option Period. Provided that the Lease has not been terminated for Tenant's default and that Tenant is not then in default beyond any applicable grace period, then Tenant at its option, exercised by notice to the Landlord not less than six months prior to the expiration of the then-current term, may extend the Term for the number and length of immediately successive period(s) specified in Section 1.

4. Rent.

A. Beginning on the Rent Commencement Date, Tenant will pay Landlord Base Rent in advance. Each installment is due—that is, must be received by Landlord—on the first day of each month without demand, offsets or deductions.

B. Base Rent is as follows:

Rental Period	Annual Base Rent Rate	Monthly Installments of Base Rent

① FNL

Rental Period	Annual Base Rent Rate	Monthly Installments of Base Rent
Month 1-12	\$69,485.00	\$5,797.00
Months 13-36	\$77,502.50	\$6,458.54
Months 37-60	\$80,175.00	\$6,681.25
Option Months 61-120	Current Market Rate, not less than month 60 Rent Rate.	TBD

In addition, Tenant shall pay to the Landlord the first and last month's rent at the signing of the lease.

C. Operating Cost Rent. [Intentionally deleted.]

D. If Landlord gives notice to Tenant that Landlord did not timely receive an installment of Rent, Tenant will be liable for an administrative fee of \$100.00 as Additional Rent. If Landlord's attorney gives Tenant such a notice, Tenant will be liable for an administrative fee of \$150.00 as Additional Rent. Tenant will pay Landlord as Additional Rent an administrative fee of \$50.00 for any check returned (e.g., for insufficient funds). Unpaid Rent will bear variable interest at four percentage points above the Prime Rate.

E. Any payment by Tenant or acceptance by Landlord of an amount less than the full amount due from Tenant to Landlord will be a payment on account (or, after termination, for use and occupancy only). Tenant's statement on a check or accompanying letter that such lesser amount is payment in full will have no effect, and Landlord may accept the check without prejudice to any other rights or remedies which Landlord may have against Tenant.

F. If this Lease contains any rent concessions, including periods of so-called "free rent" or monthly installments of Rent commencing later than the Commencement Date, then on default by Tenant (after the expiration of any applicable grace period), Tenant will immediately reimburse Landlord for all such rent concessions already received by Tenant, and all then-future rent concessions will terminate.

G. After default, Landlord may (but will not be obligated to) remedy (without waiving) any default for the account and at the expense of Tenant, and if Landlord makes any expenditure or incurs any obligations for the payment of money in connection therewith, including but not limited to attorney's fees, Tenant immediately will be liable for that amount as Additional Rent.

5. USE. The Tenant shall use the Leased Premises only for the Permitted Use. The use of the Leased Premises by Tenant, however, is expressly subject to all applicable zoning ordinances and rules and regulations of any governmental authority, instrumentality, board or bureau having jurisdiction over the Leased Premises, and the rules and regulations adopted by Landlord for the Property from time to time. The current Rules and Regulations, if any, are appended to this Lease as Exhibit D. Tenant shall use the Leased Premises consistently with the Use Restrictions and Prohibitions, if any, appended to this Lease as Exhibit A.

6. LANDLORD DELIVERY AND IMPROVEMENT OF PREMISES. Landlord hereby covenants and agrees to deliver possession of the Leased Premises to Tenant, on the Commencement Date with all of Landlord's Work identified in Exhibit C completed.

① FIVE

7. RISK ALLOCATION AND INSURANCE.

A. Allocation of Risks.

- i. Tenant will bear the risk of bodily injury or death, or damage to property, of third persons, occasioned by events occurring on or about the Leased Premises. Those risks will be insured as provided in Subsection B(i).
- ii. Landlord will bear the risk of bodily injury, or death or damage to the property of third persons, occasioned by events occurring on or about the Building (other than Leased Premises), provided the bodily injury or damage to property is directly caused by negligent acts or omissions of the Landlord.
- iii. Tenant will bear the risk of damage to Tenant's contents, stock, inventory, trade fixtures, machinery and equipment (including special wiring, process piping, HVAC and ductwork, and the like associated with the machinery and equipment and Tenant's specialized use of the Leased Premises), alterations and improvements not expressly approved by Landlord, furniture and furnishings (collectively, "Tenant's Contents") in the Leased Premises arising out of loss by the events required to be insured against pursuant to Subsection B(ii). Tenant expressly waives its rights of recovery against Landlord (including Landlord's directors, officers, trustees, members, managers and employees) for such damage.
- iv. Subject to the express indemnities, releases, and waivers provided in this Lease, the party at fault will pay any other amount not actually covered if and to the extent that any loss of the type described in Subsection A(i) or A(ii) exceeds the coverage or the amount of insurance required to be carried under that Section (or the higher coverage actually carried), or results from an event both not required to be insured against and in fact not actually insured against.
- v. For the purpose of this subsection of the Lease, the amount of any deductible shall be deemed to be insurance coverage.

B. Tenant's Insurance. Tenant agrees to purchase and maintain in force throughout the term of this lease (including extensions of this lease) the following insurance:

- i. Liability Insurance. A standard "occurrence based" Insurance Services Office (ISO) Commercial General Liability Insurance or its equivalent to protect Tenant for liability arising out of the Leased Premises and a standard Insurance Services Office (ISO) Business Automobile Liability Insurance or its equivalent to protect Tenant for liability arising out of motor vehicles owned, rented, hired, leased or borrowed by the Tenant for the maintenance, operation, use, loading or unloading of such motor vehicles on or near the Leased Premises, with the following minimum limits of liability:

a) Commercial General Liability Insurance

- (1) \$1,000,000 Each Occurrence Limit
- (2) \$1,000,000 Personal & Advertising Limit
- (3) \$2,000,000 General Aggregate Limit - Per Location
- (4) \$2,000,000 Products-Completed Operations Aggregate Limit

(C) FNL

(5) \$ 100,000 Damage to Premises Rented to You Limit

(6) \$ 5,000 Medical Expenses Limit

b) Business Income Insurance (sometimes known as business interruption insurance)

(1) In an amount intended to insure 180 days of loss

c) Business Automobile Liability Insurance (including automobiles, trucks, tractors and trailers)

(1) \$1,000,000 Combined Single Limit

d) Umbrella Coverage. Tenant further agrees to purchase and maintain in force throughout the term of this lease (including extensions of this lease) Umbrella Liability insurance to provide liability coverage excess of the Tenant's Commercial General Liability and Business Automobile Liability Insurance policies with the following limits of liability

(1) \$2,000,000 Each Occurrence

(2) \$2,000,000 Aggregate Limit

ii. Property Insurance. Property insurance against damage to Tenant's Contents, stock, trade fixtures, equipment, furniture, furnishings, and floor coverings, in the Leased Premises for 100% of their replacement value for all risks of direct physical loss as insured against under Special Form (sometimes know as "all risk" coverage) and shall include the Agreed Value option or similar endorsement or amendment that suspends the operation of the policy's coinsurance condition.

iii. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employers' Liability insurance in the amounts required by all applicable statutes, laws, regulations or acts in the jurisdiction in which the Leased Premises is located.

iv. Amounts of Insurance. Landlord reserves the right, not more frequently than once every five years, to require increased amounts of insurance to reflect commercially reasonable insurance requirements then customarily required for similar leases.

v. Deductibles. Tenant shall not have any deductible greater than \$2500 for any coverage without the express consent of Landlord.

C. Form of Insurance. All of the above insurance will be carried with responsible companies, authorized in the jurisdiction in which the Leased Premises are located and satisfactory to Landlord and holding a "General Policyholder's Rating" of A-, Class XII or better as set forth in the most current issue of A.M. Best's Key Rating Guide. As to Tenant's insurance, the insurer and the form, substance and amount (where not stated above) will be reasonably satisfactory to Landlord and any mortgagee of Landlord, and will unconditionally provide that it is not subject to cancellation or non-renewal except after 30 days prior written notice to Landlord and any mortgagee of Landlord. Certificates of Insurance and copies of endorsements indicating compliance with this Lease, together with satisfactory evidence of payment of the premiums, will be deposited

with Landlord at the Commencement Date and renewals not less than 30 days prior to the end of the term of the coverage.

- D. **Certificates of Insurance.** Tenant shall furnish directly to Landlord acceptable Certificates of Insurance annually evidencing such insurance is in effect continuously during the term of this Lease and the Certificate of Insurance shall indicate that such policies shall not be cancelled with less than thirty (30) days written notice to Landlord. Landlord (and Landlord's mortgagee on request by Landlord or the mortgagee) shall be named as additional insured on the Commercial General Liability and Umbrella Liability policies using additional insureds form CG 20 11 01 96 or its equivalent and Landlord and the other named above shall be identified as an additional insured as required on the Certificate of Insurance.
- E. **Primary Insurance.** Tenant's Commercial General Liability and Umbrella insurance shall provide primary coverage to Landlord and the others named above when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance the respective policies of Landlord and the others will be excess over Tenant's policy.

The insurance provisions of this Lease contain technical requirements that should be reviewed by Tenant's insurance agent or carrier to confirm that the insurance carried by Tenant conforms to these requirements and to deliver to Landlord the appropriate evidence of insurance. In the case of the Insurance Premiums being increased because of the specific nature and use of the tenant, the tenant agrees to reimburse the landlord any such additional insurance cost.

8. **INDEMNITY.** To the fullest extent permitted by law, and subject to the waiver of right of recovery provided in this Lease, Tenant will save Landlord, its agents and employees, harmless and will exonerate, defend and indemnify Landlord, its agents and employees, from and against any and all claims, liabilities or penalties:

- A. Asserted by or on behalf of any person, firm, corporation or public authority arising from the Tenant's breach of the Lease;
- B. on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Leased Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever (except to the extent the same is caused by Landlord, its agents, contractors or employees);
- C. on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring elsewhere (other than on the Leased Premises) in or about the Building to the extent arising out of the use or occupancy of the Leased Premises by Tenant, or by any person claiming by, through or under Tenant, to the extent on account of or based upon the fault, negligence or misconduct of Tenant, its agents, employees or contractors; and
- D. on account of or based upon (including money due on account of) any work or thing whatsoever done (other than by Landlord or its contractors, or agents or employees of either) on any portion of the Building during the term of this Lease and during the period of time, if any, prior to the Commencement Date in respect of such portion of the Building to which Tenant may have been given access.

9. UTILITIES AND SERVICE CHARGES. Tenant shall, at its own cost and expense, directly pay all separately metered utilities and service charges it incurs, including but not limited to those for gas, water, sewer, electricity, telecommunications, dumpster and trash removal, and any deposits required by utility suppliers with respect to the Leased Premises. For utilities and services shared by tenants or otherwise billed to Landlord, Landlord will bill Tenant for Tenant's use of such utilities and services or, in case of shared utilities and services, Tenant's allocable share. The allocable share will be based on Tenant's rentable square footage compared to the rentable square footage of the other tenants sharing the utilities and services. Tenant will buy all electricity from the landlord, billed back to the tenant from the landlord, at rates agreed upon by the landlord and tenant, not to exceed rates National Grid in Stoughton. Tenant will be allowed to drive a private well for water. Tenant will be totally responsible for the well installation, and maintained. In case of a failure, tenant will be solely responsible.

10. ALTERATIONS, MAINTENANCE AND CONDITION OF THE LEASED PREMISES.

A. Consistent with the Landlords responsibilities contained in this lease. Tenant agrees to accept the Leased Premises "as is" except for Landlord's Work. Other than Tenant's Work, Tenant will not make any further alterations or improvements to the Leased Premises without Landlord's prior written consent. Tenant will submit with the request for approval reasonably detailed plans, schedule of values, and such other information and documentation as Landlord may reasonably request. Landlord may submit proposed alterations of improvements for professional review for such considerations as Landlord deems appropriate (e.g., health and safety, structural integration, negative effects on the Building). Landlord may charge Tenant as Additional Rent the reasonable cost of the professional review. Landlord will not unreasonably withhold consent for nonstructural interior work, but may withhold consent with or without justification for work affecting the structure or the outside or facade of the Leased Premises. Tenant may not rely on Landlord's review, professional review, and approval with respect to whether the improvements or alterations will comply with applicable laws, codes, and the like. Promptly when available, Tenant will submit to Landlord a copy of (i) the application for building permit and all supporting documentation; (ii) all supplemental material filed with the building department; (iii) the building permit; (iv) the certificate of occupancy; and (v) the actual cost of the project in a form suitable to submitting to the insurer. On Landlord's request, Tenant will deliver as-built plans promptly after completion of the improvements, including Tenant's Work.

B. Landlord's only maintenance obligations are to keep and maintain the Common Areas in good repair, and keep and maintain the HVAC. Repairs needed because of Tenant's negligence are addressed in the insurance section of this Lease. Landlord will engage a commercially reasonable ice and snow removal service for the parking lot and driveways.

C. Other than Landlord's maintenance obligations, Tenant, at its expense, will keep and maintain the Leased Premises and signage located at the Leased Premises in first-class appearance, condition, and repair (including replacements when needed), and in compliance with all applicable laws, regulations, fire insurance requirements and recommendations, and the like. (In the case of exterior doors and windows, plate glass, and store fronts, Landlord retains the right to repair damage caused by the Tenant, their employees, customers or agents at Tenant's expense in order to maintain the look and

9 FNL

feel of the Building.) Tenant, at Tenant's sole expense, will be responsible for trash removal with a reputable trash removal company, including placement of a dumpster, reasonably acceptable to Landlord, in a designated location. Tenant will be solely responsible for the safe removal of ice and snow from the walks and stairways outside the Leased Premises. Tenant will not allow any mechanic's liens on the Property. Tenant will not commit waste. If Tenant does not comply with any of the foregoing, Landlord may do so and charge Tenant for the reasonable cost as Additional Rent.

- D. All tenant improvements, including (if applicable) Landlord's Work and Tenant's Work, affixed to the Leased Premises, other than Tenant's equipment and trade fixtures, are property of Landlord.

11. REQUIREMENTS OF PUBLIC AUTHORITIES.

Tenant shall suffer no waste or injury in or about the Leased Premises and shall comply with all federal, state, county and municipal laws, ordinances and regulations applicable to the structure, use and occupancy of the Leased Premises. In addition, Tenant shall effect the correction, prevention and abatement of nuisances, violations, or other grievances in, upon or connected with the Leased Premises alleged by third parties, except to the extent the same result from the condition of the Leased Premises as of the Commencement Date, in which case the same shall be the responsibility of the Landlord, and shall also promptly comply with all rules, orders and regulations of the Board of Fire Underwriters.

12. LANDLORD'S RIGHT TO CURE.

A. Landlord and its agents and workmen shall have the right to enter into and upon the Leased Premises at all reasonable times (except for emergency, only during normal business hours, upon reasonable advance notice and in such a manner as to not unreasonably interfere with Tenant's use and occupancy of the Leased Premises) for the purpose of inspection and examination of the state of repair and condition thereof. In case of an emergency, Landlord shall contact the Emergency Contact. Landlord or his representatives will not enter the premises without an escort by security of G2 New England.

B. If Tenant fails to maintain the Leased Premises as required herein or make any required repairs after reasonable notice (or prior to notice in case of emergency), Landlord may, but shall not be obligated to, make such repairs as shall be necessary as a consequence of any failure of Tenant to meet its obligations under this Lease. The cost of any such repairs undertaken by Landlord, together with interest thereon at the rate of fifteen percent (15%) per annum, shall be deemed to be Additional Rent payable by Tenant upon demand by Landlord. The making of any such repairs by Landlord shall not constitute a waiver by Landlord of any right or remedy provided by this lease upon Tenant's default in the making of such repairs.

13. DAMAGE AND DESTRUCTION TO BUILDING; EMINENT DOMAIN.

A. If more than 20% of the Leased Premises are damaged by fire or casualty or are taken by eminent domain, then Landlord may terminate this Lease. If Landlord reasonably determines it cannot restore the Leased Premises within 60 days from the date of taking or casualty, Landlord will promptly give notice to Tenant; and either Landlord or Tenant

 PNL

may terminate this Lease by notice to the other party within thirty (30) days of Landlord's notice.

B. If neither party terminates the Lease, then Landlord will restore the Leased Premises other than Tenant's Contents to the extent (i) practicable and expeditious, (ii) permitted by law, (iii) of Landlord's documentation of the condition of the Leased Premises, including the condition when delivered to Tenant in accordance with this Lease and permanent improvements approved by Landlord in accordance with this Agreement and as-built plans furnished by Tenant. Landlord may exercise its reasonable discretion in restoring Tenant's improvements to the extent of ambiguity or conflict in the nature or details of such improvements. During restoration, Landlord will abate a just proportion of the Rent, based on the nature and extent of the damages. Tenant will promptly repair or replace Tenant's Contents.

C. Landlord will be entitled to all rights to damages or compensation. Tenant grants to Landlord all of Tenant's rights to those damages and agrees to execute an assignment if Landlord requests. However, Tenant may separately prosecute damages for (i) the tenant improvements it made, including Tenant's Work described in this Lease and Tenant's stock in trade, trade fixtures, furniture, furnishings, and floor coverings; and (ii) relocation expenses, provided it does not affect the compensation otherwise recoverable by Landlord.

14. NON-LIABILITY OF LANDLORD. To the fullest extent permitted by law, Landlord shall not be liable for any damage or injury which may be sustained by Tenant or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power conveyor, refrigeration, sprinkler, heating or other systems, elevators or hoisting equipment, if any, in the Leased Premises, or by reason of the elements, or resulting from acts, conduct or omissions on the part of Tenant or of Tenant's agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or party.

15. TENANT'S SIGNS. Tenant's signage shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction. All of Tenant's building or pylon signage shall be approved in advance and in writing by Landlord, at Landlord's sole discretion.

16. ACCESS TO LEASED PREMISES. Landlord reserves the right to enter the Leased Premises at reasonable times and on reasonable prior notice (except without notice in emergencies or if the Leased Premises appear to have been without activity for two months or abandoned) to inspect, make repairs, additions or alterations to the Leased Premises or the Common Areas, and to show the Leased Premises to persons having a legitimate business interest in seeing the Leased Premises. Landlord may install conventional "To Let" and "For Sale" signs on the Leased Premises and to remain thereon without hindrance or molestation. Landlord or his represents will not enter without an escort of G2 New England.

17. ASSIGNMENT AND SUBLEASE.

A. Except to Tenant's parent, subsidiary or affiliate ("Permitted Assignee"), Tenant will not assign this Lease or sublet all or any part of the Leased Premises without the Landlord's

prior written consent, which will not be unreasonably withheld. Tenant will deliver to Landlord such information as Landlord may reasonably request in connection with the request for consent. Landlord's consent to an assignment or sublease will not release or discharge Tenant from any obligations or liabilities under this Lease unless the consent expressly so states. Tenant's obligations and liabilities under this Lease will continue to be direct and primary.

- B. Except for an assignment or sublet to a Permitted Assignee, in the case of a proposed assignment or of a proposed sublet with a term greater than one year (whether by stated term including options to extend or renew, or actual occupancy), Landlord will have the right to terminate the Lease in the case of the assignment or to recapture the Leased Premises subject to the sublet as follows. Landlord will have the option, exercisable by giving notice to Tenant at any time within twenty (20) days after Landlord's receipt of the request for consent (including information on the assignment), to (a) terminate this Lease in the case of assignment; (b) terminate that portion of the Lease Premises which is subject to a proposed sublease (the "Space") if the term of the sublease is coextensive or substantially coextensive with the term of the Lease; and (c) in the case of a sublease of a term (including options to renew or extend) not substantially coextensive with the term of the Lease, to sublease the Space from Tenant upon the terms and conditions set forth in the notice, except that the rent shall be the lower of the per square foot Fixed Rent and additional rent payable under this Lease for the Space, or the proposed rent under the sublease. If Landlord exercises its option to sublet the Space, Tenant shall sublet the Space to Landlord upon the terms and conditions contained in the request for consent (except as provided in the section with respect to rent); provided, however, that: (i) Landlord shall at all times under such sublease have the right and option further to sublet the space without obtaining Tenant's consent or sharing any of the economic consideration received by Landlord; (ii) Landlord and its subtenants shall have the right to use in common with Tenant all corridors, lobbies, and the like which are within the Leased Premises and the use of which is reasonably required for the use and enjoyment of the Space; (iii) Tenant shall have no right of setoff or abatement or any other right to assert a default hereunder by reason of any default by Landlord under such sublease; and (iv) Landlord's liability under such sublease shall not be deemed assumed or taken subject to by any successor to Landlord's interest under this Lease. If Landlord does not elect to recapture or sublet the Space, Tenant nevertheless still is obligated to obtain consent for the assignment or sublease as provided in this section. If Landlord exercises its right to terminate the Lease (or the Lease as to the Space), then as of the date (the "Termination Date") set forth in Landlord's notice, Tenant shall be relieved of all further rent obligations as to the Lease or as to the Space, as applicable, as of the Termination Date.
- C. Except for an assignment or sublet to a Permitted Assignee, Landlord shall be entitled to share 50% of total economic profits arising from a sublet or assignment (other than in connection with a Transfer). In case of excess rent, the amount is payable monthly when received by Tenant. In any event, Landlord shall not be responsible for any costs associated with the assignment, sublet, or Transfer.

Q FNL

D. Provided Tenant is not in default during the Term. Landlord consents to the following categories of assignment ("Permitted Transfer") to the following categories of persons ("Permitted Transferees"):

i. any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as

a) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and

b) the tangible net worth of the surviving or created entity is not less than the greater of

(1) the tangible net worth of Tenant on the Commencement Date, or

(2) the tangible net worth of Tenant at the time of the assignment; or

ii. any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's stock or assets if such entity's tangible net worth after such acquisition is not less than the greater of

a) the tangible net worth of Tenant as of the Commencement Date, or

b) the tangible net worth of Tenant at the time of the assignment.

iii. Tenant will promptly notify Landlord of any such Permitted Transfer. Tenant will remain liable for the performance of all of the obligations of Tenant under this Lease, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity will expressly assume in writing the obligations of Tenant under this Lease. Additionally, the Permitted Transferee will comply with all of the terms and conditions of this Lease, including the Permitted Use, and the use of the Premises by the Permitted Transferee may not violate any other agreements affecting the Leased Premises, the Building, Landlord or other tenants of the Building. At least 30 days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with copies of the instrument effecting the Permitted Transfer and documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Permitted Transfer. The occurrence of a Permitted Transfer will not waive Landlord's rights as to any subsequent transfers. Tangible net worth means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including, without limitation, good will, licenses, patents, trademarks, trade names, copyrights, and franchises. Any subsequent Transfer by a Permitted Transferee to any person other than a Permitted Transferee will be subject to Landlord's prior written consent (which Landlord may grant or deny in its sole discretion).

① FNL

18. COVENANT AGAINST LIENS. Tenant agrees that it shall not encumber, or suffer or permit to be encumbered; the Leased Premises or the fee thereof by any lien, charge or encumbrance, and Tenant shall have no authority to mortgage or hypothecate this lease in any way whatsoever.

19. SUBORDINATION. Unless the ground lease landlord, mortgagee or lienholder elects otherwise, this Lease shall be subject and subordinate at all times to the lien of any master lease, mortgage or other encumbrance now or hereafter placed on the Leased Premises or any part thereof without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination, but Tenant covenants and agrees to execute and deliver upon demand such further commercially reasonable instrument or instruments evidencing such subordination of this Lease to any ground lease or to the lien of any such mortgage or other encumbrance as shall be desired by a ground lease landlord or a mortgagee, or proposed lessor or mortgagee, or by any person. In the event that any mortgage shall be foreclosed or ground lease terminated for any reason and the mortgagee or the ground lessor, its successors or assigns or any new owner of the Leased Premises ("Successor") succeeds to the interest of Landlord under this Lease, Tenant hereby agrees to be bound to the Successor under all of the covenants and conditions of this Lease for the balance of the term hereof with the same force and effect as if the Successor were the Landlord under this Lease, and Tenant does hereby attorn to the Successor as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon the Successor succeeding to the interest of Landlord under this Lease, provided, however, that Tenant shall be under no obligation to pay rent to the successor until Tenant receives written notice from the Successor that it has succeeded to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Successor upon such attornment shall to the extent of the then remaining balance of the term of this Lease be the same as set forth herein.

20. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit the Security Deposit with Landlord as security for the full and faithful performance of this Lease by Tenant. Within seventy-five (75) days of the expiration or termination of this Lease, and providing Tenant is not in default hereunder and has performed all of the covenants and conditions of this Lease, Landlord shall return the unused portion of the Security Deposit to Tenant. Tenant covenants and agrees that it shall not assign, pledge, hypothecate, mortgage or otherwise encumber the aforementioned security during the term of this Lease. Landlord shall have the right to commingle the Security Deposit with its general funds and said Security shall not be required to be segregated, nor shall the Security Deposit bear interest. Landlord shall have the right to apply said security to the payment or offset of any Base Rent, Additional Rent or other expense resulting from a default by Tenant or otherwise arising under this Lease, and in such event Landlord shall give Tenant notice of any application of said security and Tenant shall forthwith restore the security fund to its original amount.

21. SURRENDER BY TENANT AT END OF TERM.

A. Tenant shall surrender possession of the Leased Premises and remove all goods and improvements and other personal property in the possession of Tenant, by whomsoever owned, (collectively "Goods and Improvements") at the end of the term of this Lease, or within ten (10) days of such other time as Landlord may be entitled to re-enter and take possession of the Leased Premises pursuant to any provision of this Lease. In default of

Q ENL

such surrender of possession and removal of Goods and Improvements at the time aforesaid. Tenant will pay to Landlord one hundred fifty percent (125%) of the rent reserved by the terms of this Lease for such period as Tenant either holds over possession of the Leased Premises or allows its Goods and Improvements to remain in the Leased Premises, as well as statutory penalties and all other damages which Landlord shall suffer by reason of Tenant holding over in violation of the terms and provisions of this Lease, including all reasonable claims for damages made by any succeeding tenant or purchaser of the Leased Premises against Landlord which may be founded on delay by Landlord in giving possession of the Leased Premises to such succeeding tenant or purchaser, so far as such damages are occasioned by the unlawful holding over of Tenant. However, if Landlord gives reasonable notice to Tenant that Landlord is subject to extraordinary harm (e.g., Landlord has executed a lease with a new tenant to occupy the Premises, and the new lease relies on Tenant timely vacating), then Tenant will be liable for all extraordinary damages arising from Tenant's failure to timely vacate.

B. In the event Tenant fails to remove all Goods and Improvements at the end of the term of this Lease, or within ten (10) days of such other time as Landlord may be entitled to re-enter and take possession of the Leased Premises pursuant to any provision of this Lease, Landlord, at its option, may remove all Goods and Improvements from the Leased Premises to a reasonably safe place of storage, such moving and storage to be at the sole risk, cost and expense of Tenant, and Tenant covenants and agrees to reimburse and pay to Landlord all expenses which Landlord incurs for the removal and storage of all Goods and Improvements. Alternatively, at the option of Landlord, Tenant shall be deemed to have abandoned such Goods and Improvements and the same shall become the property of Landlord.

C. All improvements, additions, installations, renovations, changes or alterations in the Leased Premises (except trade fixtures) shall remain in the Leased Premises and be surrendered upon the expiration of the Term; provided however, that, at Landlord's election by notice to Tenant, Tenant shall remove all improvements, changes, additions, installations, renovations or alterations and restore the Leased Premises as necessary because of the removal.

D. No act or thing done by Landlord shall be deemed an acceptance of the surrender of the Leased Premises unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution by Landlord of a new lease of the Leased Premises.

22. DEFAULT BY TENANT.

A. If before or during the term of this Lease there shall occur any of the following events three times ("Events of Default"):

- i. if Tenant shall fail to pay any installment of Base Rent or Additional Rent within three business days after written notice by Landlord that the installment of rent has not been paid when due (provided, however, that Landlord shall not have any obligation to give this notice to Tenant more than twice in any twelve (12) month

① FNL

- period and any further failure to pay shall be an Event of Default with no opportunity for cure); or
- ii. if Tenant shall fail to perform or observe any requirement, obligation, agreement, covenant or condition of this Lease, other than the payment of any installment of Base Rent or Additional Rent, and the failure shall continue for thirty (30) days after Landlord gives Tenant notice thereof, or if the failure cannot be remedied within thirty (30) days, then for a reasonable time thereafter, provided Tenant commences to remedy such failure within the thirty (30) day period and prosecutes the same to completion with diligence (provided, however, that Landlord shall not have any obligation to give notice of default of the same nature to Tenant more than three times in any twelve (12) month period and any further default of the same nature shall be an Event of Default with no opportunity for cure); or
 - iii. if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its assets; or
 - iv. if there is an entry of an order for relief, or, in the absence of an order for relief, if, within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of Tenant of any trustee, receiver or liquidator of Tenant or of any material part of its assets, such appointment shall not have been vacated; or
 - v. if the interest of Tenant in the Leased Premises shall be sold under execution or other legal process, or
 - vi. if any representations or warranty contained in this Lease shall prove to be incorrect in any material respect on the date upon which it was made; or
 - vii. if Tenant shall vacate or abandon the Leased Premises and not pay rent (other than as a result of fire or other casualty or other cause beyond Tenant's control), then at any time following any of such Events of Default, Landlord, without waiving any other rights herein available to Landlord at law or in equity, may either (1) give Tenant notice of termination of this Lease, or (2) without terminating this Lease, give Tenant notice of Landlord's intention to reenter and take possession of the Leased Premises, with legal process, or (3) Landlord shall

be permitted to reenter and take possession of the Leased Premises, without legal process if the tenant has vacated the premises for a period of sixty (60) days; or

viii. if Tenant fails to operate at the Leased Premises for six months and not paid rent.

B. Section intentionally left blank.


C. In the event that Landlord elects to terminate Tenant's right to possession of the Leased Premises under the preceding subsection following an Event of Default, Landlord may reenter and take possession of the Leased Premises, with legal process, and Tenant hereby waives any claim for damages as a result thereof, and Tenant shall be obligated to pay to Landlord as damages on demand, and Landlord shall be entitled to recover from Tenant.

i. all Rent and Additional Rent payable to the date of termination of Tenant's right to possession, plus

ii. the cost to Landlord of all reasonable out of pocket legal and other expenses and costs (including attorney's fees) incurred by Landlord in obtaining possession of the Leased Premises, in enforcing any provision of this Lease, in preserving the Leased Premises during any period of vacancy, in taking reasonable steps to protect its interest in the Leased Premises (including communications with Tenant and Tenant's counsel and attending court hearings and creditor meetings), in making such repairs as Landlord may reasonably deem necessary or advisable in operating and maintaining the Leased Premises, and in reletting the Leased Premises, including, without limitation, reasonable brokerage commissions and fees incurred by Landlord, prorated for that part of the reletting term ending concurrently with the then-current Term of this Lease, plus

iii. in the event of Landlord's giving notice of its intention or re-enter and take possession without terminating this Lease, damages (payable in monthly installments, in advance, on the first day of each calendar month following the giving of such notice and continuing until the date originally fixed herein for the expiration of the then current term of this Lease) in amounts equal to the Rent and Additional Rent herein reserved, less the net amount of rent, if any, which may be collected and received by Landlord from the Leased Premises for and during the balance of the term; Landlord may relet the Leased Premises, or any part or parts thereof (but in no event shall Landlord be obligated to do so), for a term or terms which may at Landlord's option be less than or extend after the term, and Landlord may grant concessions or charge a rental in excess of that provided in this Lease (and Tenant shall have no right to any excess); or

D. If the basis of the default is solely Tenant's failure fails to operate the business at the Leased Premises for more than six months, Landlord's sole remedy is the right to terminate the Lease.

 FNL

- E. Landlord may sue for and collect any amounts which may be due pursuant to the provisions of preceding subsection of this Lease from time to time as Landlord may elect, but no such suit shall bar or in any way prejudice the rights of Landlord to enforce the collection of amounts due at any time or times thereafter by a like or similar proceeding, by or under any statute, law or decision now or hereafter in force and effect.
- F. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. The receipt and acceptance by Landlord of rent with knowledge of the default by Tenant in any of Tenant's obligations under this Lease shall not be deemed a waiver by Landlord of such default. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loan or damages referred to above.
- G. No waiver by Landlord of any Event of Default or any default by Tenant in any covenant, agreement or obligation under this Lease shall operate to waive or affect any subsequent Event of Default or default in any covenant, agreement or obligation hereunder, nor shall any forbearance by Landlord to enforce a right or remedy upon an Event of Default or any such default be a waiver of any of its rights and remedies with respect to such or any subsequent default or in any other manner operate to the prejudice of Landlord.

23. QUIET ENJOYMENT. Landlord further covenants that Tenant, on paying the rental and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Leased Premises for the term aforesaid, without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease and any instruments having a prior lien.

24. CERTIFICATES BY TENANT. Tenant agrees at any time and from time to time during the term of this Lease, within ten (10) days after written request from Landlord, to execute, acknowledge and deliver to Landlord or to a third party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications, the actual Commencement Date, Rent Commencement Date, and scheduled Termination Date, and the dates to which the Base Rent, Additional Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge. The parties and such third party shall have the right to rely upon the contents of any such written statement of Tenant.

25. NOTICES. All notices shall be made in writing and served by in hand delivery with written receipt, or by certified mail, return receipt requested, or by Express Mail or by a recognized overnight courier such as Federal Express. All notices shall be served at the respective address stated in the first grammatical paragraph of this Lease, or at such other

address as either party may designate for itself from time to time by notice in the manner stated in this section. A notice shall be deemed served on the earlier of actual delivery or tender of delivery at the notice address on a business day during ordinary business hours.

26. CAPTIONS. The captions to the sections of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Lease or any part thereof nor in any way affect this Lease or any part thereof.

27. COVENANTS AND CONDITIONS. All of the terms and provisions of this Lease shall be deemed and construed to be "covenants" and "conditions" to be performed by the respective parties as though words specifically expressing or importing covenants and conditions were used in each separate term and provision hereof.

28. DEFINITION OF LANDLORD. The term "Landlord" shall mean and include only the then owner of the fee title of the Leased Premises. On transfer by Landlord of the fee title to the Leased Premises, Landlord shall give Tenant notice of the name and address of Landlord's transferee and shall transfer the Security Deposit to the transferee. In such event, the then Landlord shall be automatically freed and relieved from and after the date of such transfer of title of all personal liability with respect to the performance under this Lease, provided any such transfer and conveyance by Landlord is expressly subject to the assumption by the grantee or transferee of the obligations of this Lease.

29. LANDLORD'S EXCULPATION. In any action or proceeding brought by Tenant against Landlord on this Lease, Tenant shall look solely to Landlord's interest in the Leased Premises for the payment of any damages or satisfaction of any liabilities or obligations of Landlord, and no judgment obtained by Tenant shall be enforceable against, or a lien upon, any property of Landlord other than the Leased Premises.

30. BROKERAGE REPRESENTATION. Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker in connection with the negotiation and execution of this Lease, except the brokers specified in Section 1. Landlord and Tenant each agree to indemnify the other against all liabilities arising from any claim of any real estate brokers not listed in Section 1 of this Lease, including cost of counsel fees, resulting from the respective acts of Landlord and Tenant.

31. HAZARDOUS MATERIALS.

A. For the purposes of this Lease, Hazardous Materials shall be broadly construed and shall include but not be limited to, substances defined, as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et. seq.; the Resources Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. seq. and any applicable state laws; and the regulations adopted and publications promulgated pursuant to said laws.

B. If, at any time during the Term, Hazardous Materials shall be found in the Leased Premises or in the Property or Building then, in such event:

(1) FNL

- i. with regard to any Hazardous Materials that Landlord shall have caused, Landlord shall remove same, in compliance with all applicable laws, and at Landlord's sole cost and expense; and Landlord agrees to defend, indemnify, and hold Tenant harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorney's fees) which Tenant may suffer as a result of any claim, suit or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and clean-up of same.
- ii. with regard to any Hazardous Materials caused by Tenant, its assignees, licensees, subtenants or invitees, Tenant shall remove same, in compliance with all applicable laws, and at Tenant's sole cost and expense; and Tenant agrees to defend, indemnify, and hold Landlord harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorney's fees) which Landlord may suffer as a result of any claim, suit or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and clean-up of same.

32. DELAYS. In any case where Landlord or Tenant is required to do any act, delays caused by or resulting from Act of God, force majeure, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond a party's reasonable control (other than payment of rent) shall not be counted in determining the time for completion of performance, whether such time be designated by a fixed date, a fixed time or "a reasonable time." In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform the work and to the party required to make the payment, for delays in the collection of the proceeds and awards, but in no event shall the provisions of this Section affect Tenant's obligation to pay rent.

33. COVENANTS OF FURTHER ASSURANCES. If, in connection with obtaining financing for the Leased Premises, a lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not withhold, delay or defer its written consent, provided that such modifications do not materially adversely affect the leasehold interest hereby created or Tenant's use and enjoyment of the Leased Premises.

34. SPECIAL PROVISIONS. The Lease is contingent on the tenant receiving a provisional license to cultivate marijuana, processing, distribution, bakery, retail and consultation. Tenant will have provisional license by February 7, 2014. If the tenant cancels the lease on or before February 7, 2014, tenant agrees to pay the Landlord the Security Deposit of \$5797.00 penalty as severance for taking the property off the market. Tenant because of the Medical marijuana use and Retail outlet will be responsible to plow, salt/sand all designated parking areas, walkways and handicap ramps for the protection and safety of the medical clients, in addition to the plowing provided by the landlord.

35. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

① FNL

36. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws in which the Leased Premises are located.

37. JOINT AND SEVERAL. Each person joining this Lease as a Tenant will be jointly and severally liable.

38. CONSENT OF LANDLORD. Landlord will not be liable for damages resulting from a wrongful failure to give consent. Tenant's sole remedy will be an action for injunctive relief.

39. WAIVER AND AMENDMENT. No provision of this Lease will be deemed waived or amended except by a written instrument unambiguously stating the matter waived or amended. Waiver of any matter in one instance will not be a waiver of the same or any other matter on any future occasion.

40. SEVERABILITY. The provisions of this Lease are severable. If any part of this Lease is held unenforceable by any court, the remainder will remain in full force, and the parties request that the court reform the unenforceable provision to give maximum legal effect to the intention of the parties.

41. CONSTRUCTION GENERALLY. This Lease will be interpreted and construed in a fair and impartial manner without regard to such factors as which party drafted this Lease, the supposed relative bargaining powers of the parties, or the domicile of any party. Each party has had the opportunity to review and negotiate this Lease by counsel.

42. CHANGES TO PROPERTY. Landlord reserves the right at any time and from time to time to (a) make or permit changes or revisions in the plan for the Property including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to, the building areas, walkways, driveways, parking areas, or other Common Areas, (b) construct improvements in the Property and to make alterations thereof or additions thereto and to build additional stories on or in any such building(s) and build adjoining same, including (without limitation) pad sites in the Common Areas, and (c) make or permit changes or revisions in the Property, including additions thereto, and to convey portions of the Property to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof; provided, however, that no such changes, rearrangements or other construction shall reduce the parking areas below the number of parking spaces required by law.

43. CONFIRMATION CERTIFICATE. Promptly after the Rent Commencement Date and remeasurement of the Leased Premises, if applicable, at the request of either Landlord or Tenant, Landlord and Tenant agree to execute the Lease Data Confirmation Certificate in the form appended to this Lease as Exhibit B.

44. BIND AND INURE CLAUSE. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of each of the parties, and their respective successors and assigns.





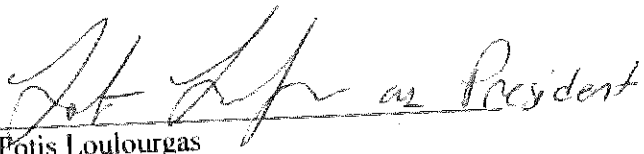
ORIGINAL


Executed as a sealed instrument, all as of the day and year first above written.

LANDLORD:
ONE FORTY SIX CAMPANELLI STOUGHTON LLC

By:  manager

TENANT:
G2 New England Inc.

By:  as President
Fotis Loulourgas
Title: President

By: 
Fotis Loulourgas, Personally Guarantee

© FNL



ORIGINAL

EXHIBIT A

**BUILDING AND ASSOCIATED REAL ESTATE
LEASED PREMISES
PROPERTY PLAN**

See attached sketch of Leased Premises.

The envelope of the Leased Premises is defined the plane of upper surface of the subfloor; below the plane of the underside of the floor deck or roof above; with respect to exterior walls, out to the plane of the interior surface of the exterior wall or of the studs, if existing; with respect to interior walls, within the plane of the surface of the studs facing the Leased Premises; and expressly including all non-structural walls within the boundaries of the Leased Premises and all utility lines, pipes, wires, conduits, facilities and services, all vents, ducts, and all other Building services and equipment to the extent they are located within and exclusively serve the Leased Premises; and expressly excluding joists and other structural elements of the Building, and pipes, conduits, channels, air shafts, raceways, and the like running through the Leased Premises but servicing other tenants in the Building are common elements and are not a part of the Leased Premises).

Use of the Leased Premises is subject to the following:

- 1 Matters of record title. A copy of the most recent title insurance policy is available on request.
- 2 Rules and Regulations appended to this Lease.
- 3 Landlord has the right to enter the Leased Premises to inspect and make repairs and replacements. The common areas may change over time as a result of, e.g., Landlord reconfiguring the parking, repairing, and restricting certain common areas for special purposes, such as employee parking. (Landlord will use diligent efforts to minimize interference with Tenant's business and to maintain adequate parking available to Tenant.)

② FNL

**EXHIBIT B
LEASE DATA CONFIRMATION CERTIFICATE**

Reference is made to a "Lease Dated for Identification only as of April 1, 2014" (the "Lease") by and between One Forty Six Campanelli Stoughton LLC as Landlord and G2 New England Inc. as Tenant.

Pursuant to the Lease, Landlord and Tenant hereby confirm as follows:

1. The Rent Commencement Date under the Lease is April 1, 2014, and the Termination Date under the Lease is March 31, 2019, or sixty months after the Rent Commencement Date, all as stated in the lease.
2. The area of the Leased Premises is 10,690 rentable square feet.
3. The rent due under the Lease is as follows:

Rental Period	Annual Base Rent Rate	Monthly Installments of Base Rent
Month 1-12	\$69,485.00	\$5790.41
Months 13-36	\$77,502.50	\$6458.54
Months 37-60	\$80,175.00	\$6681.25
Option Months 61-120	Current market rate, not less than month 60 rent rate	TBD

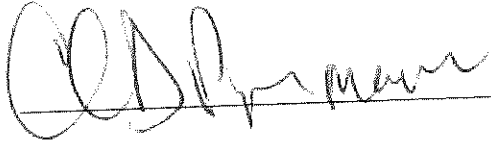
4. Landlord and Tenant agree that Landlord's Work is complete.

FWL

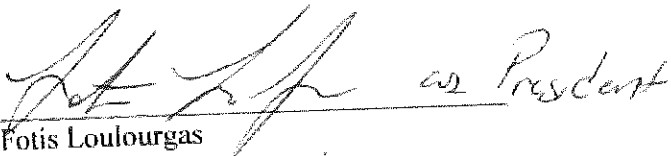
 ORIGINAL

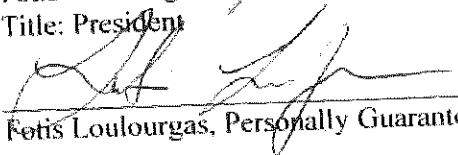
Executed as a sealed instrument.

LANDLORD:
ONE FORTY SIX CAMPANELLI STOUGHTON LLC

By:  _____

TENANT:
G2 New England Inc.

By:  as President
Fotis Loulourgas
Title: President

By:  _____
Fotis Loulourgas, Personally Guarantee

 FWL

EXHIBIT C

LANDLORD'S WORK-

- 1. N/A
- 2.
- 3.
- 4.
- 5.
- 6.

TENANT'S WORK-

Tenant shall be allowed into the premises on or after April 1, 2014 for the sole purpose of installing telephone, computer and other systems. Prior to entering the premises, the Tenant shall deliver to the Landlord the Certificate of Insurance referred to in Sections 7(B), (C), (D) and (E) "Tenant's Insurance" of this lease. If the Landlord Insurance is increased solely by the Change of Use, by the tenant, tenant will be responsible to reimburse the landlord additional cost. The tenant will solely responsible for the build out, to include sealing of all floors and walls to protect the space from lasting marijuana odor, after tenant leaves the space. Tenant will be responsible to return the space odor free of marijuana, or any odor associated with the tenants use. Tenant will be at tenant expense solely responsible to install make up air as needed to insure no marijuana odor will permeate the other tenants' space. Tenant will provide landlord with stamped architectural plans during the development to be approved by landlord, such approvals not to be unreasonably withheld. Tenant will be responsible for clearing of snow on all walkways, stairs and designated parking areas for the safety of the tenants' clients, in addition to all snow plowing provided by the landlord. Tenant will be solely responsible for any Handicap requirements as required by State or Local code.

Q *FNL*



ORIGINAL

**EVIDENCE OF LOCAL SUPPORT
(Exhibit 5.4)**

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

Application # (if more than one): _____

Corporation Name: G2 New England Inc.

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



ORIGINAL

**SUMMARY CHART OF LOCATIONS AND LOCAL SUPPORT
(Exhibit 5.5)**

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

Application # (if more than one): _____

Corporation Name: G2 New England Inc.

	Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing	146 Campanelli Parkway, Stoughton MA, 02072	Attached signed lease	Onsite, phone, and email conversations indicated no opposition, but letters will not be granted until after December 4th
2	Cultivation	146 Campanelli Parkway, Stoughton MA, 02072	Attached signed lease	Onsite, phone, and email conversations indicated no opposition, but letters will not be granted until after December 4th
3	Processing	146 Campanelli Parkway, Stoughton MA, 02072	Attached signed lease	Onsite, phone, and email conversations indicated no opposition, but letters will not be granted until after December 4th

 ORIGINAL

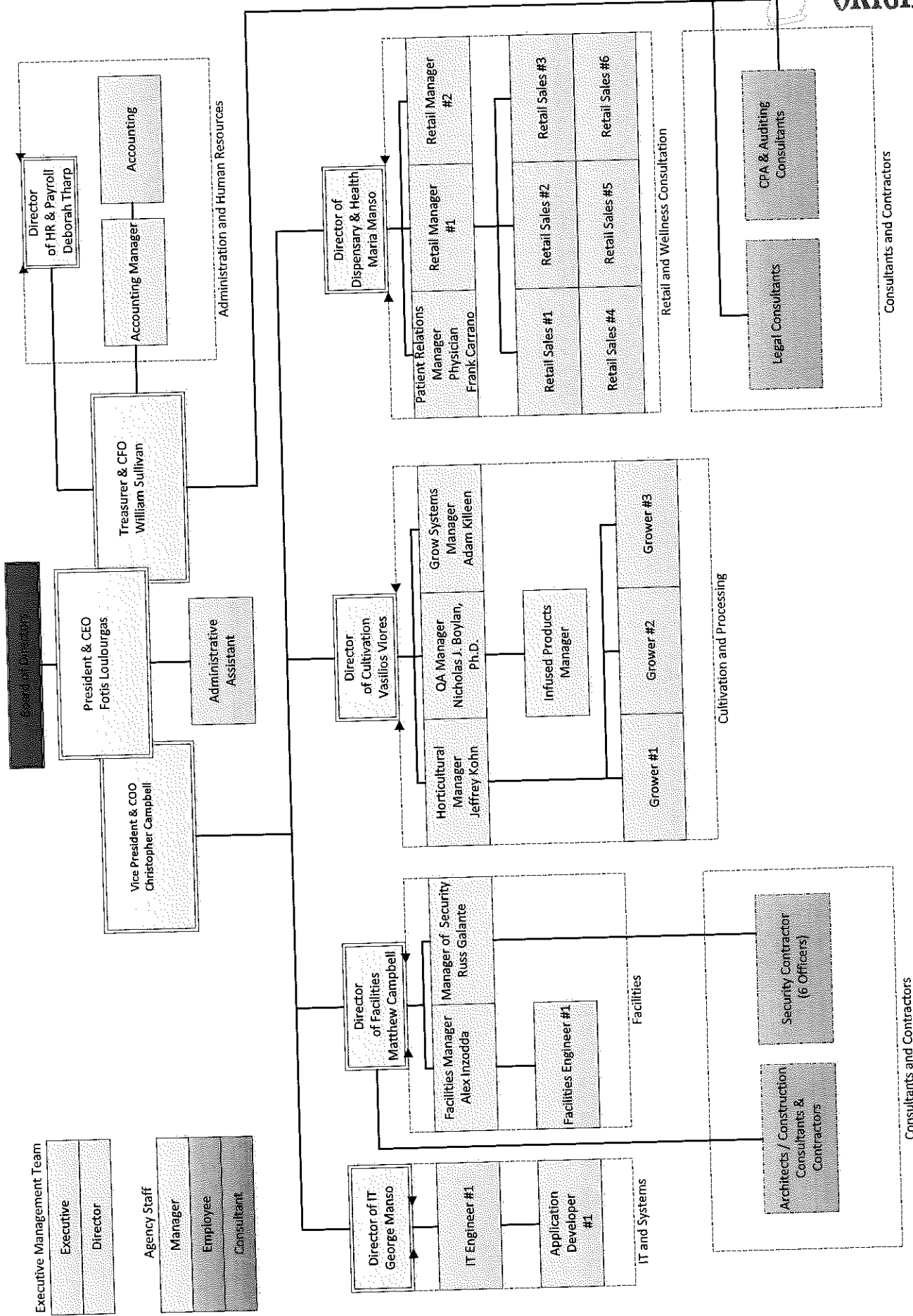
**RMD ORGANIZATIONAL CHART
(Exhibit 6.1)**

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

Attach organizational chart.



Executive Management Team

- Executive
- Director

Agency Staff

- Manager
- Employee
- Consultant

**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: G2 New England Inc.

Application # (if more than one): _____

Attach evidence of enrollment.



[Home](#) | [Add Request](#) | [View CORI Results](#) | [Manage Account](#) | [iCORI Cart \(0\)](#)

G2 New England Inc.

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

Account

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

Account Details

[\[Cancel Account\]](#)

Account Status

Account Status: **Active**
Date First Registered: **06/06/2013**

Date Last Renewed:

Organization Details

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

Account Type(s): **Employer**
Organization Name: **G2 New England Inc.** Organization ID: **[REDACTED]**
Address: **233 Needham Street Suite 300, Newton, MA 02464**
Phone No.: **617-454-1122**, Ext. 203
Website:
Federal ID No.: **[REDACTED]**

RMD STAFF (Exhibit 6.4)	Page 1 of 2
------------------------------------	--------------------

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

	Name	Role/Title
1	N/A	Accounting Manager
2	N/A	Accountant
3	N/A	Administrative Assistant
4	N/A	IT Engineer
5	N/A	Application Developer
6	Alex Inzodda	Facilities Manager
7	N/A	Facilities Engineer
8	Russell Galante	Manager of Security
9	Nicholas J. Boylan	QA Manager
10	Jeffrey Kohn	Lead Horticulturalist
11	Adam Killeen	Grow Systems Manager
12	N/A	Grower 1
13	N/A	Grower 2
14	N/A	Grower 3
15	Frank Carrano	Physician
16	N/A	Retail Manager 1
17	N/A	Retail Manager 2
18	N/A	Infused Products Manager



RMD STAFF
(Exhibit 6.4)

Page 2 of 2

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

19	N/A	Retail Sales 1
20	N/A	Retail Sales 2
21	N/A	Retail Sales 3
22	N/A	Retail Sales 4
23	N/A	Retail Sales 5
24	N/A	Retail Sales 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.

Application # (if more than one): _____

Corporation Name: G2 New England Inc

Key Benchmarks ⁱ	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
DPH announces provisional license	01/31/14	Fotis Loulourgas	Critical	
Begin architectural review and design	01/31/14	Matthew Campbell	Moderate	
Final review architectural plans with landlord and Town of Stoughton	03/01/14	Matthew Campbell	High	
Architectural, business and operational plans submitted to the required parties	03/01/14	Fotis Loulourgas	High	
Funding for construction and equipment purchases secured	03/01/14	William Sullivan	Moderate	
Partner, vendor and consultant agreements finalized	04/01/14	Fotis Loulourgas	Moderate	
Cultivation System design finalized	04/07/14	Christopher Campbell	High	
Begin cultivation facility preliminary build out	04/15/14	Christopher Campbell	High	
ATM Warrant approved/finalized	04/30/14	William Sullivan	Critical	
Cultivation facility semi-permanent and environmental components installation	05/01/14	Chris Campbell	High	
Stoughton Town Meeting finalizes approved zoning	05/31/14	William Sullivan	Critical	
DPH delivers final license	06/01/14	Fotis Loulourgas	Critical	
Security Systems Implemented and Integrated	06/01/14	Russell Galante	Critical	
Cultivation operations begin	06/01/14	Vasilios Viores	Critical	
Full cultivation and processing facility build	06/31/14	Christopher Campbell	High	

ORIGINAL

out completed									
Tracking, Inventory and POS System completed	08/01/14	George Manso	High						10/01/14
Dispensary build out completed	08/01/14	Fotis Loulourgas	High						
Harvest collected, processing begins	09/01/14	Vasilios Viores	High						
Dispensary Officially Opens	10/01/14	Fotis Loulourgas	High						

Insert more rows if needed

 ORIGINAL

PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)

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

Corporation Name: G2 New England Inc.

Application # (if more than one): _____

Attach sliding price scale.



ORIGINAL

401620_NOA_2_P2_exhibit_7.12
Proposed_Sliding_Price_Scale_G2NE

Compassionate Care Program

G2 New England strongly believes in helping those in need get the proper care and medicine they need. Accordingly, G2 New England will offer the following discounted rates on our medicinal marijuana products to those with financial hardship, those who served in our Nation's Armed Services and Senior Citizens over the age of 62.

Poverty level determination will be derived from the Federal Poverty Income Guidelines [FPIG] listed on the Mass.Gov website.

Eligibility for Financial Hardship discounts will be determined by review of the patient's tax return for the prior year, three most recent paystubs, and a letter of hardship from the patient explaining the need.

Eligibility for a Veteran discount will be determined by review of honorable discharge by way of an original DD-214 form and a valid driver's license or other form of Government issued picture ID.

Eligibility for a senior citizen discount will be determined by proof of a valid driver's license or other form of Government issued picture ID showing a date of birth.

Financial hardship discounts will be based on the Federal Poverty Income Guidelines increased by 300%

Household Size	Federal Register Income Levels	Federal Register Income Levels at 300%	Discount	Veteran and Senior Citizen Discount
1	\$11,490	\$0 - \$34,470	30%	10%
2	\$15,510	\$34,471 - \$46,530	30%	
3	\$19,530	\$46,531 - \$58,590	30%	
4	\$23,550	\$58,591 - \$70,650	30%	
5	\$27,550	\$70,651 - \$82,650	30%	
6	\$31,590	\$82,651 - \$94,770	30%	
7	\$35,610	\$94,771 - \$106,830	30%	
8	\$39,630	\$106,830 - \$118,890	30%	

For each additional family member add \$12,060 to income levels at 300%

Please note: Discounts cannot be combined. When two conditions are met, for example a Senior Citizen with Financial Hardship, only the greater discount will be applied.

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: [Fotis] Last Name: [Loulourgas]

Title: [President/CEO]

Authorized Signature for the Applicant Organization
(in blue ink)

