



The Commonwealth of Massachusetts
 Executive Office of Health and Human Services
 Department of Public Health
 250 Washington Street, Boston, MA 02108-4619

APPLICATION INSTRUCTIONS, CHECKLIST, AND APPLICATION RESPONSE FORM

Registration of Marijuana Dispensaries

Phase 2 Instructions—READ CAREFULLY!

This application represents the second phase of a two-phase application process for non-profit entities seeking approval to operate a registered marijuana dispensary (RMD) in Massachusetts. The requirements in this application are based on Department of Public Health regulations at 105 CMR 725.000. Only those entities that were approved in Phase 1 and invited to participate in Phase 2 may submit an application.

****Applicants must follow all instructions below. Failure to comply with any instruction will result in disqualification.**

1. Complete the Application Response Form posted on Comm-PASS.
 - A separate Application Response Form must be completed for each proposed RMD, if the applicant was invited to submit more than one. Each response will be reviewed as a separate, individual application.
 - If an applicant is submitting more than one application, each one must be labeled with a number, e.g., Marijuana Center #1, Marijuana Center #2, etc., and every page within each separate application must be labeled in this same manner.
 - Applicants must follow all directions in the Application Response Form regarding text boxes, check boxes, and attachments.
 - Unless requested as a separate attachment in the Application Response Form, all answers must be typed within the textbox provided in 12-point Times New Roman. Answers must be typed—hand-written responses will not be accepted.
 - Answers must clearly indicate if any changes have been made to the organization's membership, mission and vision statement, management structure, or financing model since submission of the Phase 1 application.
 - Attachments must be submitted either on the template provided, or attached to the template provided with a paper clip, as instructed in the application.

2. Applicants must submit the following:
 - One hard original (single-sided) and 8 hard copies (may be double-sided) of each application, including all attachments. The original must be clearly marked "original" on every page and all required signatures must be wet signatures in blue ink. **All signatures on the hard original document must be wet and cannot be a copy, scan, or an electronic signature.** Each original and copy submitted must be a complete, collated response, secured with a binder clip (no ring binders, spiral binding, or folders), with all pages printed on 8.5x11 paper.

- Two CDs clearly labeled with the name of the applicant non-profit entity, containing a single scan of the entire application, including all attachments, in PDF format. Name the file “RMD Phase 2—[Name of Corporation].” If the resulting file will be larger than 10 MB, divide the file into smaller PDF files and label in sequential order.
 - A bank/cashier’s check or money order in the amount of \$30,000 made payable to the Commonwealth of Massachusetts. Personal checks will not be accepted.
 - One Package Label (exhibit C) completed and attached to the top of the hard original application. PLUS attach the same Package Label to the front or side of the banker’s box. See instructions below.
3. 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 person who fits into those must complete and sign the authorization forms (exhibits A1-A4) for the Department to conduct the background check.
 - Failure to do so for any one individual will result in disqualification of the application.
 - Results of the background check will be taken into consideration as part of the selection process and certain findings will serve as the basis for disqualification.
 - **Submit only the original of each signed authorization, including wet signatures in blue ink—do not include copies. All of the signed authorizations (exhibits A1-A4) must be submitted together with exhibit A5 in one sealed envelope with the applicant’s name on it, along with the number of forms included, and marked “authorization forms.”**
4. Applications must be hand-delivered on **Thursday, November 21, 2013, to the Department of Public Health at 250 Washington Street, 1st floor, Boston, MA, between the hours of 10:00 a.m. and 3:00 p.m. ET.** Applications will not be accepted before or after this timeframe.
- Applicants should make every effort to deliver their responses during the early part of the response window to allow for traffic or other situations that might increase travel time.
 - Applications will not be accepted before or after the designated date and hours.
 - All documents requested in the Application Response Form must be submitted along with the Application Response Form.
5. Each individual application, which includes one hard original, 8 hard copies, two CDs, a bank/cashier’s check or money order, and an envelope containing the original signed background check authorization forms, must be submitted all together at the same time as follows:
- Package each application in a single banker’s box.
 - Attach the completed Package Label (exhibit C) to the front or side of the box.

****Please note that the financial requirements for Phase 2 have been amended. In Phase 1, applicants were required to demonstrate that they would have access to \$500,000, and were permitted to demonstrate access to those funds in a variety of ways. In Phase 2, applicants must now demonstrate they have access to the required funds in cash in a single account in the name of the non-profit corporation or in an individual account in the name of the Corporation’s CEO/Executive Director or President of the Board of Directors. An applicant must have \$500,000 for its first application and \$400,000 for each subsequent application available in their nonprofit corporation’s account or their CEO/Executive**

Director or President of the Board of Directors' account. Applicants must provide a one-page current 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, dated no earlier than November 7, 2013, which is 14 days prior to the response deadline. 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 notarized Letter of Commitment (in exhibit 4.1). Failure to demonstrate availability of funds in cash accessible by the nonprofit corporation in this manner will result in disqualification of the application.

Once the Application Response Form has been posted on Comm-PASS, applicants are responsible for checking Comm-PASS for any updates that the Department provides, including responses to questions. Questions regarding the Phase 2 application will be considered, reviewed, and responded to only when received at the informational session scheduled for October, 10, 2013, or submitted by email to RMDapplication@state.ma.us, no later than November 13, 2013. Questions submitted to the Department in any other format will not be considered. Applicants will be held responsible for complying with any and all updates, instructions, or direction provided through the informational session and/or via Comm-PASS posted beyond the release of the application. Failure to do so will result in disqualification.

Application Calendar

EVENT	DATE
Application Release Date and Posted on Comm-PASS	October 7, 2013
Applicants' Informational Meeting	October 10, 2013
<p>Deadline for Questions</p> <p><i>Only questions submitted via e-mail to RMDapplication@state.ma.us will be accepted. Answers to questions will be posted on the Comm-PASS Intent Screen</i></p>	November 13, 2013
<p>Deadline for the Department to Update Comm-PASS.</p> <p><i>The applicant must refer back to this site regularly to get updates, which will be posted as a list in a Word document on the Comm-PASS Intent screen</i></p>	November 15, 2013
<p>Date of Submission of Response</p> <p><i>Hand Delivered ONLY</i></p>	<p>November 21, 2013</p> <p>10:00 a.m. to 3:00 p.m. ET</p>
Anticipated Announcement Date	January 31, 2014

Grounds for Non-Selection

In addition to all grounds for disqualification already noted, each of the following, in and of itself, constitutes full and adequate grounds for non-selection of the application for a marijuana dispensary registration:

- Information provided by the applicant in either Phase 1 or Phase 2 was misleading, incorrect, false, or fraudulent;
- The applicant received a low score, indicating the inability to maintain and operate a RMD in compliance with the requirements of the Chapter 369 of the Acts of 2012 (the Act) or 105 CMR 725.000;
- The application received a lower score than other applications;
- The applicant has been determined to be either not responsible or suitable pursuant to any one or more of the factors listed in 105 CMR 725.100(B)(3)(u);
- The application does not serve the needs of the Commonwealth with regard to location, access, quality, and community safety;
- The applicant failed to submit a response that is complete in all respects;
- The applicant has any interest that may, in the Department's sole determination, conflict with performance of services for the Commonwealth or is otherwise anti-competitive;
- The applicant fails to make an oral presentation if requested by the Department at a time, place, and manner satisfactory to the Department; or
- Any other ground that serves the purposes of 105 CMR 725.000 or the Act.

Public Records

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements to M.G.L. c. 4, s. 7(26).

Formatting Instructions

This document was prepared using Microsoft Word's forms feature. Complete the form on your computer using Microsoft Word.

- Save this document file to your computer.
- Enter your responses in the highlighted gray areas, moving between the gray areas using the tab key on your keyboard.
- Responses to check boxes are made by clicking once on the check box. To remove the X from a check box, click on the check box again.
- Text responses are limited to a maximum number of characters and the limits are noted in each question. Once the maximum character limit is reached, MS Word will not allow more than this limit. Please note that a space is counted as a character, and using the enter key to begin a new line in a response is also counted as a character. It is not recommended that applicants insert graphics into the responses. All responses must be typed in 12-point Times New Roman. Spell-check does not work in text boxes.
- When responses are completed, remember to **save** the completed form and print out the form for submission.
- Delete this page and all preceding pages (pages 1-4) from the application before submitting your application.
- Those with visual impairments may use an electronic text reader by unlocking the Application Response Form.

**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): [Green Heart Holistic Health & Pharmaceuticals, Inc.]

Website URL (if applicable): []

Address:

[362 Commonwealth Ave.]

[]

City: [Boston] State: [MA] Zip: [02115]

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

First Name: [Andrew] Last Name: [DeAngelo]

FEIN: [463443583]

Contact Person

First Name: [Dan] Last Name: [Houston]

Title: [Chief Operations Officer]

Telephone: (603) 380-0600 FAX: (617) 247-0059 E-Mail: [danielchouston@me.com]

Contact Person Address (if different):

[]

[]

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

Authorized Signature

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

Background Check Authorization

The Department will conduct a background check on:

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

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

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

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

Application Fee

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

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

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

Required Signatures

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

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

Daniel Houston

Name: Daniel Houston
Title: Director/COO

11/20/2013

Date

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

Daniel Houston

Name: Daniel Houston
Title: Director/COO

11/20/2013

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.

[The applicant's legal name is Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart"). Green Heart is a Non-Profit Corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, having been incorporated on August 19, 2013.]

1.2 Describe the organization's mission and vision.

[The vision of Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") is to adopt, adapt and improve the best-practices model of medical marijuana distribution developed over the past seven years by Harborside Health Center in Oakland and San Jose, CA. The core features of this approach include:

- Rigorous commitment to regulatory compliance, transparency and nonprofit mandate
- Exemplary corporate citizenship, intensive participation in all community programs
- Patient-centric approach that emphasizes marijuana as one part of a healthy lifestyle
- Highly selective, professional recruiting and well-defined staff training
- Extensive selection of medicine, educational material/classes, patient services
- Beautiful, welcoming, state-of-the-art physical facilities
- Direct outreach/support for underserved patient groups: seniors, women, veterans, etc.
- Science-based approach, with continuous research and innovation
- Safety always the top priority: patients and staff, neighborhood and city

We will consistently exhibit the highest degree of responsibility, professionalism and compassion. Our mission is to demonstrate that marijuana, when properly regulated, brings benefits and not harms to patients and communities.]

- 1.3 Provide an organizational chart that clearly demonstrates the roles, responsibilities, and relationships of individuals within the organization. Clearly identify the **Executive Management Team** and any management consultants or contractors for the provision of services, and include title, name (if known at the time of submission), and function for each position.

Organizational chart attached as exhibit 1.3

- 1.4 Provide the name and contact information of each individual on the applicant's **Board of Directors**.

List of Board of Directors attached as exhibit 1.4

- 1.5 Provide the names and contact information for each **Member** having membership rights in the applicant corporation. In the event a **Member** of the corporation is an organization, provide the names and contact information of the CEO/ED and Board Officers of that entity. If there are no **Members** of the non-profit corporation, indicate N/A on the exhibit.

List of members of the applicant corporation attached as exhibit 1.5

- 1.6 Attach the corporation's bylaws.

Bylaws attached as exhibit 1.6

- 1.7 Attach any amendments to the corporation's articles of organization made since August 22, 2013, and explain in the text box the reason(s) for the amendments. If the articles have not been amended, indicate N/A in the text box and on the exhibit.

[The Articles were changed to reflect the merger of two successful Phase 1 applicants, election of new board of directors and removal of less-qualified directors. Changes were made after two successful Phase 1 applicants independently contacted Harborside Health Center (HHC) to provide medical marijuana and nonprofit expertise for Phase 2 application and ongoing operations. Further discussion revealed that the three organizations had a good alignment of values/strategy and each had valuable contributions to make to a new medical marijuana entity.

The decision was therefore made to combine forces and jointly seek licensing for two retail outlets to be supplied by one cultivation site. This strategy substantially reduces initial capital needs, facilitates a unified management structure, enables ongoing economies of scale and dramatically improves the ability of each retail

outlet to offer the widest possible selection of products and services. These changes in turn made possible the involvement of HHC —the nation's most respected medical marijuana provider with a seven-year track record of flawless performance/regulatory compliance.

In order to effect the desired changes, the Green Heart Board of Directors voted to replace directors Marta Downing and Jim Sorenson with Andrew DeAngelo, Nayir Munoz and David Wedding Dress (senior HHC personnel), and new corporate officers were elected. The newly composed Green Heart Board then voted, along with the board of Cornerstone Therapeutics to merge Cornerstone into Green Heart retaining the Green Heart Board and adopting its Articles of Organization. Former Chairman of Cornerstone, Rob Johnson, was named to the Executive Management Team. All parties contributed properties, application development, and financing sources—and each a specific area of expertise.

Cornerstone provides solid scientific expertise, established relationships with medical institutions, and years of experience managing research and regulatory compliance. The pre-merger Green Heart team has the intimate knowledge of local preferences and customs that come only with lifelong residence, decades of successful experience in Boston area retailing and law enforcement, and a wide network of supportive business associates and contractors. HHC contributes a deep bench of proven industry veterans, well-established training and operating procedures and a seven-year track record of nonprofit operation and regulatory compliance.]

Amended articles of organization attached as exhibit 1.7

1.8 Provide a list of the names and addresses of any parent corporation, any partially or wholly owned subsidiaries, and any other organizations related to the applicant non-profit corporation, and explain the nature of each relationship.

List of parent corporation, partially or wholly owned subsidiaries, or related organizations attached as exhibit 1.8 (if not applicable indicate N/A on the exhibit)

1.9 Provide three professional references from among those entities with which the applicant's CEO/ED has had business or employment experience within the last three years. DPH may contact these references and any other individual or organization, whether or not identified by the applicant.

List of references attached as exhibit 1.9

2. Applicant's Evidence of Business Management Experience

2.1 Provide a list of the applicant's **Executive Management Team** (as defined above) including each person's name, business address, email, and role within the organization.

List of Executive Management Team attached as exhibit 2.1

2.2 Describe the **Executive Management Team's** experience with running a non-profit organization or other business, including the type of business and its performance. Please indicate how this experience will ensure the success of the proposed registered marijuana dispensary. Attach each Executive Team Member's current résumé.

[**Andrew DeAngelo** has for the past seven years served as Senior Management of Harborside Health Center (HHC), which in compliance with CA law is a nonprofit, community service organization. HHC is the largest and most respected nonprofit dispensary in the nation, with two locations and 138,000 registered patients. HHC has earned a reputation for enthusiastically fulfilling its nonprofit mandate via a wide range of patient services and low-income care programs.

Andrew started at HHC as Inventory Manager, where he established policies and procedures on inventory management and control that are the industry standard today, before being promoted to General Manager and appointed to the board of directors as Treasurer, overseeing the financials of HHC. During his tenure in this capacity the nonprofit organization grew from annual sales of \$16 million to \$30 million. The database of patient members more than doubled and a second location in San Jose, Calif., was added to increase the footprint of the nonprofit and to serve a greater number of patients.

Andrew's nonprofit skills include but are not limited to: finance and taxes, accounting procedures, IRS rules, fundraising, member recruiting and retention, coalition building, community outreach, crisis management, and internal and external communication. Andrew will deploy these skills to ensure the following items (and more) are appropriate and compliant in a nonprofit context:

- Terms for start-up financing
- Compensation packages
- Expenditures
- Tax return, compliance and audit strategy
- Allocation of net retained earnings
- Charitable donations
- Lobbying and political activity

Such skills can be critical. A mistake in negotiating terms with the sources of start-up financing could result in inadvertent breaches of nonprofit protocols and status. Sloppiness with accounting or tax strategies could lead to crippling tax assessments, and sloppiness with expenditures or compensation could discredit not just the RMD—but also the DPH. As Chief Executive Officer, Andrew's depth of expertise and flawless seven-year record of direct non-profit leadership will ensure that none of these mistakes—or any others—imperil the success of Green Heart.

Nayir Munoz currently holds the position of Director of Patient Services for HHC. She began her work at HHC in 2007 as the Inventory Specialist, transitioned into the Human Resources Manager in 2008, and added the responsibility of General Manager in 2009. As Inventory Specialist, Nayir implemented processes and controls that resulted in the reduction of inventory loss to less than 1.3% of sales. Since establishing the Human Resources department, Munoz has recruited, hired and supported a workforce that has quadrupled in size. In 2011, Nayir earned her PHR (Professional in Human Resources) Certification.

Nayir joins the Green Heart EMT as Chief Human Resources Officer. Her experience in sales, patient satisfaction and human resources management for the largest nonprofit medical marijuana dispensary in the U.S. gives her the unique ability to be a strong strategic partner on the EMT.

Dan Houston managed the 24-hour production line of a \$25 million-dollar-a-year sales and manufacturing company. The company's start-up operation of three expanded to 103 employees in five years. During this time, Dan developed and initiated a program with the Nature Conservancy to collect empty cartridges in exchange for donations to the Conservancy. Dan then started a nationwide franchising of his system and sold 24 franchises nationwide, before selling the company to the NASHUA Corporation, a Fortune 500 company.

Robert W. Johnson is President and CEO of Prima Research, Inc., specializing in biopharmaceutical and medical device industry clinical operations and research consulting. Most recently he has focused his efforts on smaller companies and academic intuitions seeking to develop and test their products in a clinical environment, while ensuring federal, state and international guidelines are met. As Chief Research Officer of Green Heart,

Robert plans to implement strategies similar to those developed and currently utilized in medical industries. These tried-and-true methods will help to engage the medical and academic communities with the hopes to create an atmosphere for continued research into mechanisms of action for medical marijuana, future utilization of products for adjunct therapy with current modalities and development of alternative methods of medication delivery to qualified patients.

Marta Downing is the former secretary of the Cotuit Mosquito Yacht Club, a 60-year-old non-profit tasked with running a junior yacht club that provides low-cost sailing lessons to over 300 children a summer. Marta spent three years on the Cotuit Mosquito Yacht Club Board as Secretary and was responsible for all communication with members, compliance, recordkeeping and mailings.

Marta is the current Secretary and Marketing committee member for a three-year-old non-profit organization supporting the Mount Washington Avalanche Center in New Hampshire. She is responsible for board recordkeeping, organizing and marketing events in support of the Avalanche Center. With Marta's marketing work in the non-profit sector, Green Heart's community events will have a greater impact because of substantial increase in turnout and awareness. Marta's extensive skills with compliant recordkeeping and her work within the nonprofit sector is a major asset to Green Heart EMT as Chief Administrative Officer.

Peter R. Houston, Esq., is a member of the MA Bar and the U.S. District Court for the District of MA. Peter received a BA in Business Administration with a concentration in International Business and Economics and a minor in Environmental Conservation from the University of New Hampshire. He received his Juris Doctorate from Massachusetts School of Law ("MSL") where he graduated Magna Cum Laude. During his third year at MSL, Peter served as student trustee on the law school's board of directors as MSL is a Massachusetts Nonprofit Corporation. As the student trustee at MSL, Peter played a role the board's operation and governance of a multi-million-dollar educational institution.

Peter's role as the Director of Compliance will ensure that operations and policies comply with any future changes in the laws and regulations effecting Green Heart's operation of an RMD.

Sergeant Martin B. Kraft is the Chief Safety and Transportation Officer for Green Heart. Sergeant Kraft has been a member of the Boston Police Department from 1983 to the present, during which time he worked his way up through the ranks working in the Drug Control Unit and the DEA. He was promoted to Detective in 1991 and eventually to his current position as Sergeant in the Administrative Supervision Operations Division. His services have touched every neighborhood in the City of Boston during his 30 years of service for the Boston Police Department. Additionally, Sergeant Kraft holds certifications in OSHA safety, Hazmat Whopper, CPR, MA 911 procedures and MA criminal justice.

Edward ("Ted") Thomas Rebholz, Jr., has served as Chief Financial Officer to HHC, the world's largest and most-successful medical cannabis dispensary, since 2010. With over \$30 million in annual revenue, two locations, and a state-required mandate to operate for the benefit of its patient members, HHC is the gold standard for nonprofit, patient-centered medical marijuana. Ted's responsibilities range from strategic planning and investor relations, to month-end accounting and implementing controls, workflows, systems and Charts of Accounts.

Prior to HHC, Ted served as Chief Financial Officer to high-growth, investor-backed companies, including Beyond Meat, a vertically integrated health food company backed by Kleiner Perkins, General Mills and other venture capital (VC) investors. Ted's experience with a vertically integrated business like Beyond Meat prepares him well to help with the highly complex demands on operations, systems, workflows and manufacturing cost accounting. Few existing operators in the marijuana sector, much less those entering it

anew, appreciate the complexities of a vertically integrated business, and how to tackle those challenges to not only comply with seed-to-sale and other regulations, but to protect the health and safety interests of patients.

Ted was also Treasurer and Member of the Board of Directors for Yu Ming, a nonprofit, startup, public charter school in Oakland offering a tuition-free, Mandarin-English immersion curriculum for K-8 students. In this role, Ted was a Calif. public official with fiduciary duties to Calif. citizens as chief overseer of public funds. Specifically, Ted led strategic planning, accounting and internal processes and controls, including third-party audits to comply with state statutes and regulations.]

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.

[As a teenage activist, **Andrew DeAngelo** began writing about marijuana legalization in his advanced placement courses in high school and college.]

Andrew helped collect signatures for Measure P, which legalized medical marijuana in the City of San Francisco in 1991. During 1994-95 Andrew collaborated with Denis Peron and collected signatures, raised funds and organized for Proposition 215, which legalized medical marijuana in the State of California in 1996.

In 1995-98, Andrew moved to Washington, D.C., and worked with his brother Steve DeAngelo by raising funds, collecting signatures, and eventually passing Initiative 59, a medical marijuana legalization law in the City of Washington, D.C., in November 1998. The law was over-turned by the federal government prompting Andrew and Steve to move to Calif., where they opened Harborside Health Center (HHC) in 2006 in Oakland. The DeAngelos received wide praise for being the nation's first pioneers of professional and respectable medical marijuana distribution from media outlets such as CNN and the New York Times, which said, "Harborside Health Center, a nonprofit medical marijuana dispensary in Oakland, Calif., is looked upon as a model of how others could operate."

Steve and Andrew designed a medical marijuana dispensary model that included other forms of healthcare in addition to marijuana, with the designed purpose of increasing wellness for the members of the nonprofit. Alternative therapies like Reiki, acupuncture, yoga, meditation, hypnotherapy, substance abuse and misuse, and marijuana education classes are all offered free of charge to patient members. This was all part of a wellness vision for the collective designed to bring benefits to the community and to change the perception of medical marijuana in the community.

Andrew will use the skills he has developed in the areas of medical marijuana and healthcare to ensure:

- All procedures/policies comply with all healthcare regulations
- Integrity of patient/doctor screening process
- Privacy, HIPAA and ADA rights of patients
- Effective quality control and lab testing of all medicine
- Widest possible selection of non-smoked marijuana
- Widest possible selection of CBD-rich medicine
- Development of new and better forms of medical marijuana
- Thorough patient education on risks/benefits, responsible use
- Green Heart facilitates scientific research and research partnerships
- Corporate culture emphasizes wellness over intoxication

- Comprehensive staff training, in both healthcare and marijuana issues

Andrew eagerly anticipates collaboration with Chief Science Officer Rob Johnson, to create another breakthrough: an FDA-compliant research center/laboratory, with trained and certified staff, dedicated to medical marijuana research. Such a facility will be valued by the many scientific researchers interested in cannabis but currently unable research it because they lack access to marijuana medicines, willing research subjects, trained support staff and welcoming venue for marijuana research.

Without having direct contact, **Robert W. Johnson** has indirectly helped thousands of patients through physician and healthcare professional training, guidance and mentoring in the field of pharmaceutical research and testing. As a clinical development consultant it is imperative to work in harmony with the medical community, and in conjunction with key opinion leaders, to ensure safe medicines and products are provided to qualified patients for the purposes of clinical research. Continuing education and consistent interaction with medical professionals during the trial process helps to provide safeguards in the event of unforeseen adverse events during this process. These safeguards are an invaluable tool when establishing the safety and efficacy profile for any pharmaceutical product whether FDA approved, pending approval or commercially available.

Since 2007, **Nayir Munoz** has worked for Harborside Health Center (HHC), the largest medical marijuana dispensary in the U.S. Nayir has been the Director of Patient Services since November 2012. She spent two and a half years as GM/HR Manager, a total of four years as HR Manager, and a year as Inventory Specialist with HHC. Munoz received her Professional in Human Resources (PHR) certification in 2011. In her current role, she oversees Sales, Registration and Reception, Safety, Delivery and Human Resources. Her primary focus is an obsession with the patient experience and continually innovating and improving operations to better meet the needs of the patients.

Adaptive Sports program in the Mount Washington Valley of New Hampshire, and has training on how to coach students with PTSD, visual and hearing impairment, intellectual disabilities, and spasticity disorders.

Dan Houston spent the last four years working with a caregiver in Maine to learning how to help the needs of

Sergeant Martin Kraft has over 30 years working in the communities of Boston, MA. In his career Sergeant Kraft has been a patrolman, Detective in the Drug Control Unit, Anti Crime Unit, and has held supervisory positions throughout the Boston Police. He holds certifications in OSHA safety, Hazmat Whopper, CPR, Massachusetts 911 procedures, and Massachusetts criminal justice. Most recently, Sergeant Kraft has been a working supervisor in the Boston Police Operations Division. This area is the Emergency 911 dispatch center that focus on the police response to the public during all types of emergency. The organization selects supervisors who can cover all operational aspects supervising over 200 employees who perform different jobs within this division, 10 different sections of the police department under the umbrella of the Emergency 911 center.

As Chief Financial Officer to HHC, **Edward ("Ted") Thomas Rebholz, Jr.**, ensures that the nonprofit has sufficient cash at all times, present and future, to consistently provide high-quality medicines to existing and

future potential medical marijuana patients. This responsibility entails focusing on immediate, essential topics, such as accounting, cash management, banking relationships, payroll and taxes, among others, as well as strategic planning to ensure long-term financial sustainability. To safeguard the nonprofit's long-term ability to serve patients, Ted focuses on investments to maintain and constantly upgrade retail facilities, support systems (e.g., for accounting, inventory management, patient relationships and loyalty), the patient experience, and a diverse supply of affordable, consistently high-quality medicines. This extensive, firsthand experience with operating a nonprofit, multi-site medical marijuana company will be invaluable to ensuring Green Heart's compliance and success on behalf of its patients.

Attorney Peter Houston does not have any direct experience providing healthcare services or services providing marijuana for medical use; however, he deals with legal aspects of individual's privacy rights in connection the disclosure and retention of medical records, pursuant to HIPPA and Massachusetts laws and regulations.]

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.

[At Harborside Health Center (HHC), with over \$30 million in annual revenue as the world's largest medical marijuana dispensary, **Edward ("Ted") Thomas Rebholz, Jr.**'s role combines long-term, "big picture" financial and operational planning, with current-period, essential tasks like cash management to ensure compliance and streamlined operations. Ted ensures timely and accurate payments to employees, tax authorities and vendors, thereby making sure that patients consistently have a safe, welcoming and compassionate retail experience and are offered a variety of high-quality medicines. This requires streamlined, integrated systems, controls and processes, and precise accounting to enable the executive team to plan near- and long-term outflows. These activities support payments not only for current-period operating expenses, but also for the long-term investments to guarantee the non-profit's ability to continuously serve its patients.

In addition to HHC, Ted's finance experience ranges from multi-billion-dollar, publicly traded companies such as VISA, Inc., to early-stage, pre-revenue start-ups with nothing but an idea. In all cases, "cash" is the single most-important topic—without it, one cannot reliably produce a variety of consistently high-quality medicines and maintain a safe, welcoming and compassionate experience for patients. While cash is not an end in itself, it is a necessary condition in pursuing a patient-centric medical marijuana organization.

Attorney Peter Houston has a BA in Business Administration from the University of New Hampshire, where he successfully completed courses in managerial accounting, financial accounting, business administration, as well as others. Prior to attending law school in 2008, Peter was independently contracted by Capstone Reality Advisors in New York City, where he was contracted to work as a commercial real estate broker and he successfully negotiated and executed commercial real estate lease agreements for multi-national corporations throughout the City. His annual budgets were in the mid-five figures.

In 2006, **Andrew DeAngelo** and his brother Steve co-founded Harborside Health Center (HHC) in Oakland, Calif., and quickly established it as the gold standard for nonprofit medical marijuana dispensaries in the state, the nation and globally. Andrew started at HHC as Inventory Manger, where he established policies and procedures on inventory management and control that are the industry standard today. He oversaw a department that was able to hold shrinkage of marijuana product to below .005% of sales in the first two years of operation. As HHC grew, Andrew was promoted to General Manager and was appointed to the Board of Directors for HHC as Treasurer and began to oversee the financials of HHC.

In this capacity, Andrew was able to help grow the business from \$12 million in annual sales to \$30 million today. His financial management allowed HHC to open a second location in San Jose, Calif. He doubled the size of the HHC workforce, increased community and charitable contributions, started a free medicine program for families and children in need of medical marijuana, devoted resources to activist working to provide safe access medical marijuana in other states, increased employee benefits including implementing a 401k program with up to 4% matching with no vesting period, added dental and vision to the health plan, introduced an Employee Assistance Program with a third-party contractor, issued annual performance rewards to all employees, increased free holistic health services provided by HHC, hired a senior outreach coordinator, built a

to work with the HHC leadership team as Director of Operations and serve on the Board of Directors for both HHC locations. He currently manages the finances of the nonprofit in ways that allow HHC to expand into other states so that patients in need of medical marijuana can obtain their medicine in a safe and professional manner that brings benefits to the community it serves.

As Director of Operations for HHC, Andrew was responsible for:

- Establishing corporate culture of transparency and strict compliance
- Raising and paying back start up funding
- Rapid attainment of net zero cash flow
- Profitable operations
- Continuous growth
- Recruiting and supervising accounting and finance staff/outside contractors
- Review/revision/approval of company and departmental budgets, loss control/cash handling procedures
- Developing/managing growth finance strategy
- Setting strategy and measuring response to unexpected financial developments (IRS audits, data loss, software failures, etc.)

In the Green Heart organization, Andrew's responsibilities will include all of the duties above. He will further be the party ultimately responsible for all aspects of Green Heart policies and operations, including assuring full financial transparency and undeviating compliance with all financial norms, standards and regulations.

Robert W. Johnson – As a business owner in the Commonwealth maintaining a sound financial profile is paramount to having a successful business. As President and CEO of Prima Research, Inc., Robert has consistently maintained financial stability and continues to ensure his company is always considered in good standing with Secretary Galvin's office. With annual budgets in the mid-six figures, and a client base rooted in a highly regulated industry, budgets and finances are always subject to scrutiny by clients and regulators. Successful regulatory and financial audits by multiple clients pending FDA submission of Investigational New Drug (IND) and Biological Licensing Applications (BLA) further substantiates Mr. Johnson's commitment to the financial health of wellness of his entity within the healthcare industry.

Dan Houston has 28 years of managing budgets starting from using credit cards to get started to over \$5 million annually in the bicycle retail business. He initiated open to buy inventory management control procedures, and has made several POS system changes over the years from DOS-based to Windows-based to

their most current cloud-based retail point of sale. He hosts a security and checks in balance system to keep shrinkage to below a half a percentage of sales. Dan understands that in an industry with NPAT of 3-5%, making any mistakes could drive you out of business.

Dan has been overseeing and managing the cash requirements for PHD Computer services for all aspects of the business, purchasing, inventory control management, payroll, and packaging. Managing a company that went from \$50,000 in first year sales to \$25,000,000 in revenue in five years was very challenging. Sales growth is excellent if you have the cash management in place to handle ramping up so drastically. Dan's leadership skills and compassion for helping people will make him even more successful working in the new and exciting field of medical marijuana.

For the last five years, **Marta Downing** has been on the team managing an operating budget of \$1.8 million for a cycling business in Portsmouth, NH. The major concern facing this business is the seasonality of the cycling industry in New England; acute attention to inventory and staffing is mandatory to long-term success. Marta has managed these issues for 5 of the 12 years the business have been in operation.

Nayir Munoz was a General Manager at HHC from February 2010 to November 2012 and the Director of Patient Services from November 2012 to present. HHC's annual budget for FYE 2013 was \$30M.]

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.

[**Andrew DeAngelo** faced many situations requiring corrective action while managing finances for Harborside

When the federal government also canceled merchant services and credit cards for dispensaries, Andrew immediately installed ATM machines to ensure patients could still make purchases. Further, he ensured that cash in the ATMs was provided by HHC, thereby increasing bank account funds. He then searched and secured a vendor that would allow direct debit card sales at the counter; and instituted cash counting, safety and tracking protocols to ensure an all-cash business could function efficiently and safely.

He also began to accrue more funds into savings accounts, anticipating higher tax burdens that would need to be paid in the future. These funds were raised by cutting costs & delaying capital expenditures planned previously.

His second step was to issue a 60-day notice to quit to all employees to ensure HHC was not liable for any funds owed to employees. Third, all paid time off was cashed out to all employees & accruals reduced to limit HHC liability (these accruals have since been restored). Finally, arrangements were made w/ tax collection agencies to pay state/local taxes 30-60 days in advance, in case of closure. Andrew felt strongly that local and State taxes should not be defaulted due to the actions of the federal government. All of these corrective measures worked, as HHC is still open today in both locations and is serving more patients in the community than ever before.

ORIGINAL

As Chief Financial Officer of Beyond Meat, a VC-backed health food company, **Edward ("Ted") Thomas Rebolz, Jr.**, inherited inadequate systems, poorly prepared staff and an almost complete absence of controls, workflows and audit papers. Within 12 months, during which the company grew from almost zero revenue to a \$5 million revenue annual run rate, doubled its staff and opened up a brand new production facility, Ted designed and implemented, with his brand new team, all controls, controls and audit work papers for all accounting processes, as well as related back-office work streams, such as orders and fulfillment. At HHC, one of Ted's focus areas has been streamlining back-office processes, such as vendor payables. While seemingly innocuous, the simplification of such processes increases vendor and employee satisfaction, and also reduces operating expenses, thereby enabling the nonprofit to further focus resources on patients and their medicines.

Robert W. Johnson – Working for 15 years with pharmaceutical and medical device companies investigating new products for the marketplace brings its ups and downs. One of the unfortunate side effects, regardless of whether a product shows efficacy, is the reality that financial statements run businesses. On more than one occasion, changes in economic climates have affected activities Robert was intimately involved with. These circumstances necessitated immediate reorganization of activities, reallocation of assets and merging of resources to minimize the impact on ongoing research activities. By working closely with clients and assessing needs versus realities, Robert has helped several entities to continue their research activities with minimal disruption while retaining employee and vendor resources.

Dan Houston is experienced managing financial issues in both small and medium sized businesses. As part of an original team of 3 that in just 5 years built PHD Computer Services into a \$25 million/year company w/ 103 employees, Dan gained direct experience managing the finances of a rapidly growing business. When the seals on a critical beta test of new cartridges failed, & production and sales were delayed, a cash flow shortage resulted. Dan took executive action, investigated solutions, and personally oversaw the addition of new adhesives to the cartridges. As a result of Dan's actions, beta testing was successfully completed, close to on schedule. Shortly thereafter, Dan closed a deal with Houghton Mifflin that immediately brought PHD to positive cash flow.

Another example of Dan's ability to adjust financial strategy to facts on the ground arose from his efforts to distinguish PHB in a very crowded marketplace with flat sales. In a classic example of social entrepreneurship, Dan formed a partnership with the non-profit Nature Conservancy, to collect empty cartridges and then rebuild and resell them. Empty cartridges were stopped from adding to landfills, and funds were simultaneously raised for a leading conservation organization. PHB increased sales without increasing the cost of sales, further promoting the growth of the company without increasing expenses.

Dan also has over ten years of experience managing the payroll, inventory and invoicing at his two cycling shops, Back Bay Bicycles and Papa Wheelies. An example of financial crisis management from these ventures occurred when a large Canadian conglomerate purchased Dan's largest vendor, Cannondale Bicycles. Pre-season orders originally scheduled for February delivery were re-scheduled to arrive in August, due to manufacturing errors by the new operators. An entire sales season was in jeopardy.

Dan took corrective action, both short and long term. First, he used his deep industry knowledge and wide network of contacts to source from the surplus stock of several other suppliers. Once the immediate supply crisis was resolved, Dan worked with the new Cannondale owners to more accurately forecast/schedule their production and shipping schedules, preventing future supply interruptions.

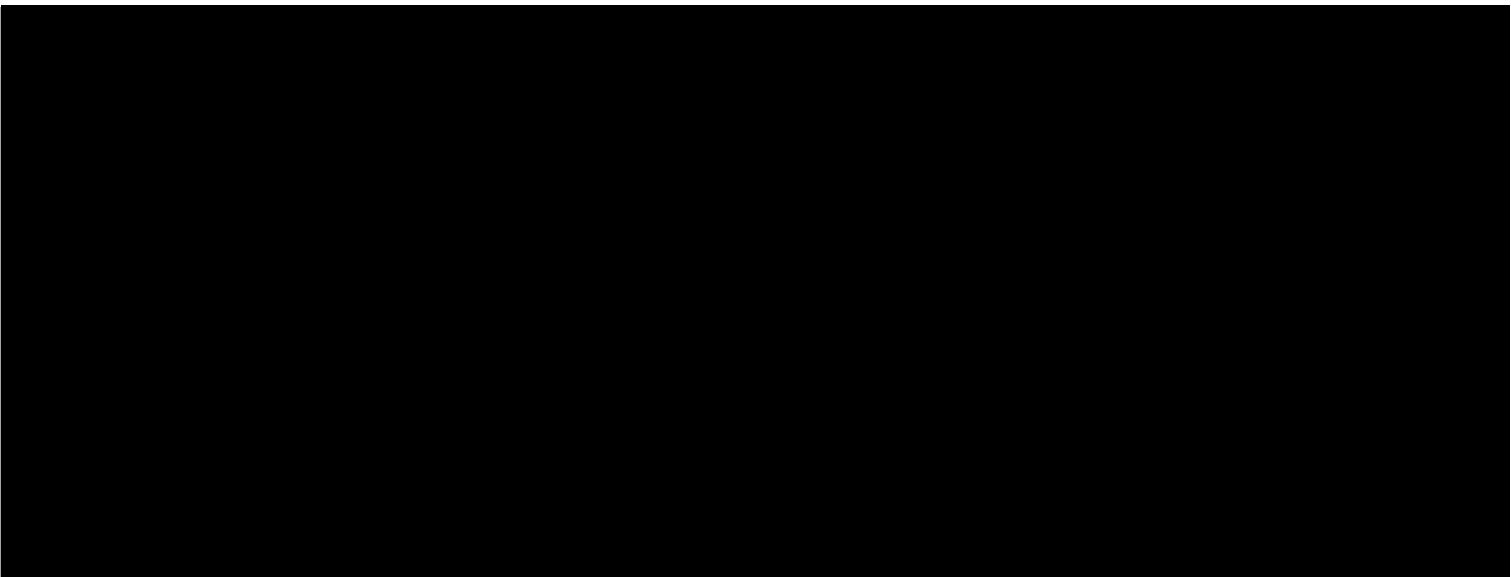
For the last five years, **Marta Downing** has helped manage the operating budget of a 1.8 million cycling business in Portsmouth, NH. Due to extreme seasonality, acute attention to inventory and staffing costs are critical to success. Marta has managed these issues for 5 of the 12 years the business has been in operation.

Marta was previously an equity sales-trader at Jones Trading, LLC, where she covered a portfolio of major institutional money managers & managed a sales team of 4-10 daily. Marta's business was overseen by the SEC, and had a perfect record of compliance with every one of her transactions. Marta's ability to manage compliance is a major asset to the team.

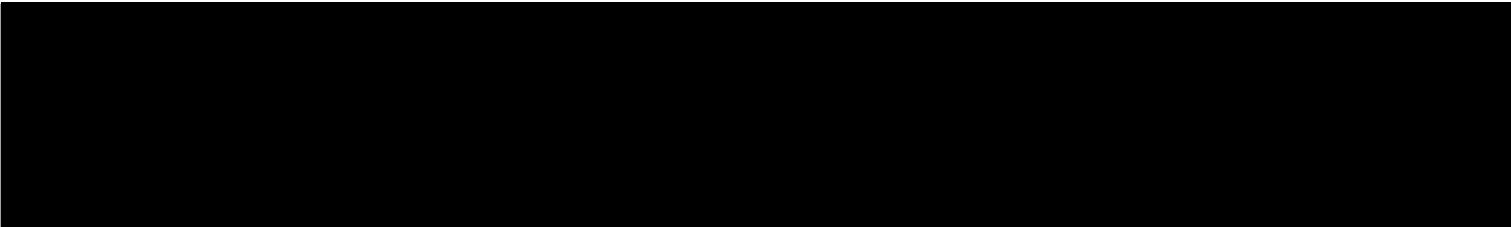
Attorney **Peter Houston** has worked closely with insurance companies providing legal opinions regarding the various companies' policies and procedures for processing and analyzing fraudulent insurance claims in compliance with MA laws.]

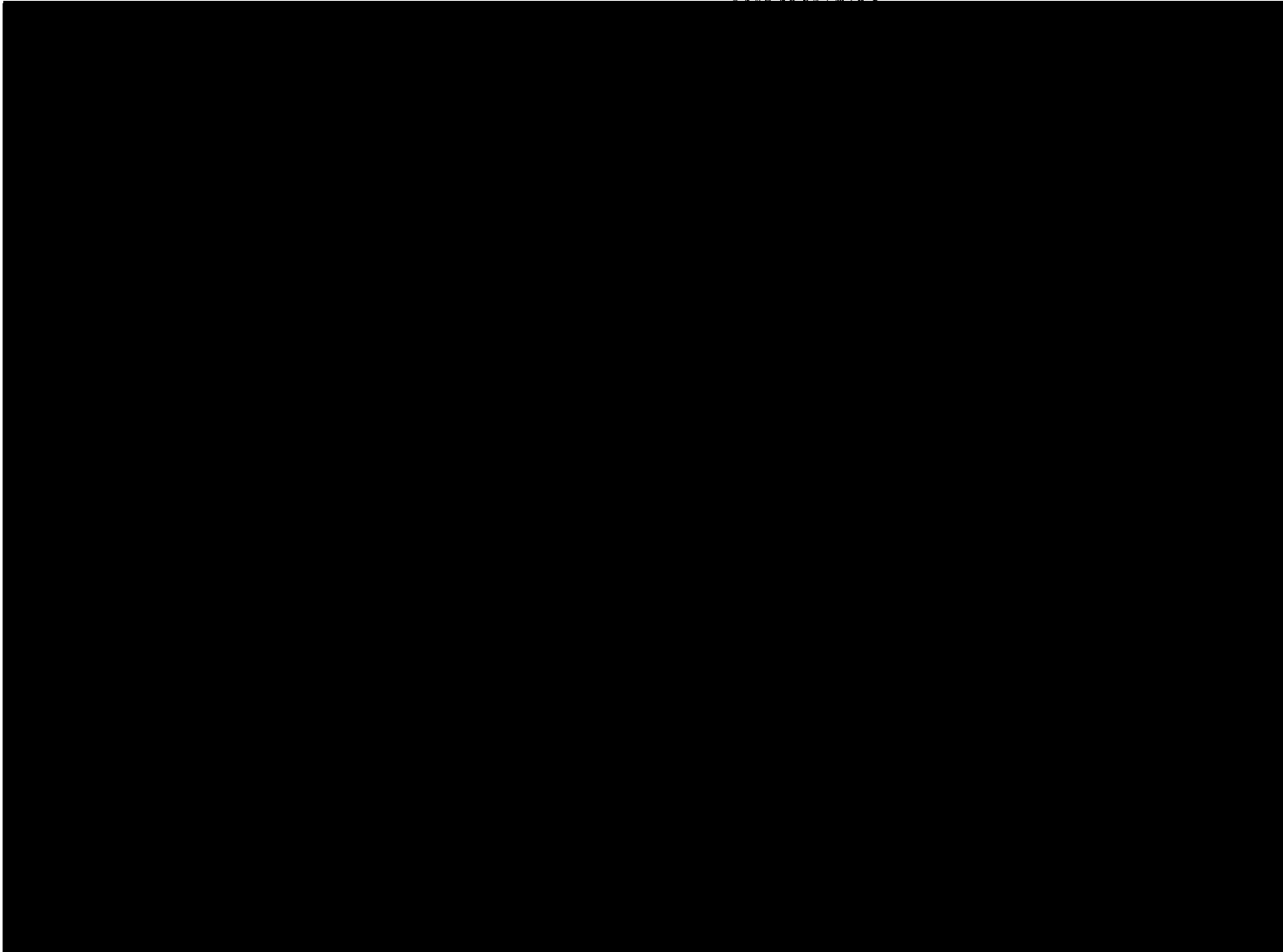
3. Applicant's Evidence of Suitability

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

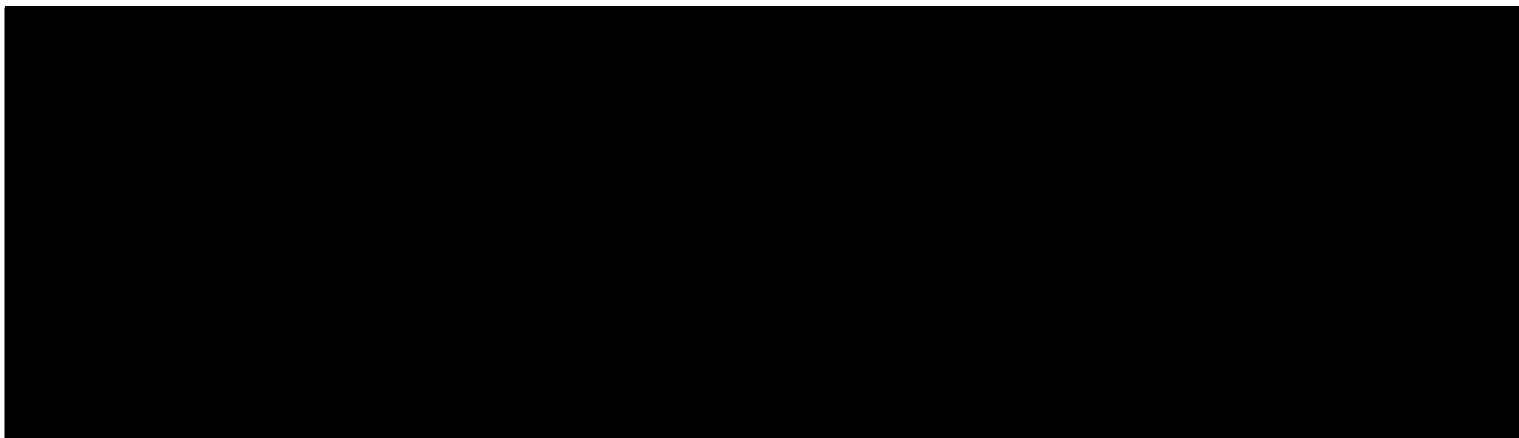


- 3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board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





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



ORIGINAL

Robert Johnson. 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.

[Guiding Principles. Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart")'s investment plan prioritizes our consistently making available to patients the best variety of high-quality medicines in welcoming, safe and compassionate retail settings. With Green Heart's emphasis on long-term financial sustainability—such that we can continue serving clients long into the future—we are pursuing a phased approach to investing in our production and retail sites. We may accelerate certain parts of this investment plan if patient visits, revenues and cash available for investment are stronger than expected. With backing from Harborside Health Center, the Green Heart team is supported by over seven years of firsthand experience in marijuana industry capital expenditures, thereby ensuring not only sound planning, but also successful execution.

Capital Expenses to Date. Although Green Heart has incurred other *operating* expenses to date, our capital outlays so far are limited to upfront payments of \$225,000 to our 70 Southampton retail site lessor. We were motivated to make this expenditure, because it will be a particularly attractive location for patients, given its ease of vehicle and transit access, ample parking and exposures to the south and west that will make the interior an especially welcoming space for patients.

Initial Phase: Feb. 1 to Sept. 7, 2014. Green Heart plans to spend up to \$2.3 million, prior to start of revenue operations, to prepare its one production-and-processing facility and its two retail sites. This includes an estimated \$450,000 in upfront deposits (e.g., security for landlords, insurance payments) and \$1.85 million for soft costs, hard costs and contingencies. The estimated \$1.85 million for build-out includes \$1.25 million for the product-and-processing facility and \$600,000 combined for the two retail sites. Green Heart's initial investment phase will focus on (a) ensuring a welcoming, safe and compassionate retail experience for its patients; (b) delivering high-quality medicines to retail shelves by Sept. 8, 2014; and (c) making smart investments upfront in production infrastructure to save time and capital in the future.

- **Ensuring a welcoming, safe and compassionate retail experience for its patients:** Green Heart plans to spend an average of \$300,000 per retail location, including hard costs (e.g., materials, equipment and related labor) and soft costs (e.g., design, permits). Given that our retail sites will offer patients an estimated 2,000 to 3,600 sq. ft., this budget implies a healthy \$83 to \$150 per sq. ft. in upfront investment, including:

- Patient safety (estimated 35% of total upfront spending for each retail site), including items such as cameras, cabling, related computer equipment, metal detectors and labor for installation.
- Leasehold improvements (estimated 30%, excluding those that are safety-related), including vault, plumbing, electrical, painting, labor and general contracting
- Integrated seed-to-sale software system (estimated 25%) to ensure compliance and to improve production, planning and inventory management, with the ultimate goal of maximizing availability to patients of a variety of high-quality medicines
- Other expenses (estimated 10%) includes furniture, fixtures and equipment for staff and patients
- **Delivering high-quality medicines to retail shelves by Aug. 1, 2014:** to support two retail sites, Green Heart would invest \$1.25 million upfront in a 30,000-sq.-ft., production-and-processing facility, implying an ample \$42 per sq. ft., and including:
 - Production and processing equipment (estimated 60% of total), including: lamps, tables and trays for bloom, vegetation and nursery rooms; furniture and tools for water, cure and trim rooms; and equipment and fixtures for extraction and for preparing infused products
 - Safety and other leasehold improvements (estimated 25% of total), including: cameras, cabling, related computer equipment, and labor; and non-safety upgrades, such as for power capacity, fans, eye wash and cleaning station, and a reverse osmosis machine
 - Soft costs (estimated 15% of total), including design, architectural and engineering approvals, permits and construction management
- **Making smart investments upfront in production infrastructure to save time and capital in the future:** especially for the production-and-processing site, Green Heart will make upfront investments in infrastructure, such as heating, ventilation, cooling, water, wastewater and power, in order to save time and money when it further expands its capacity to accommodate the needs of a growing patient base.

Second Phase: (approximately) Sept. 8, 2014 to Sept. 30, 2016. Green Heart's second investment phase will focus on (a) further expanding, as needed, its flower cultivation and processing capacity; and (b) expanding its capacity for extraction and for manufacturing infused products.

Third Phase / Ongoing. Green Heart will continue to evaluate investment opportunities that align with its long-term mission of consistently serving patients with a variety of high-quality medicines in a welcoming, safe and compassionate retail environment. Green Heart's dedication to its nonprofit status will maximize the funds available for ongoing re-investment. Green Heart has no affiliated vendors (e.g., "management services companies") to which it will provide payments in return for services. Rather than enriching its Principals, Green Heart will plowback surplus funds into investments in pursuit of its patient-centric mission.

Green Heart's long-term uses of surplus funds for re-investment may include:

- **Maintenance & Capacity Expansion:** ongoing investment to maintain, innovate and expand its capacity for cultivation, extraction and product manufacturing

- **Research & Development:** working with local experts to develop know-how and techniques pertaining to including plant genetics, extraction techniques, product development and testing, and clinical trials]

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.

[Operating Experience. Green Heart Holistic Health & Pharmaceuticals, Inc. (“Green Heart”), with the support of Harborside Health Center (HHC)’s seven-year track record operating multiple marijuana dispensaries, draws upon an unparalleled depth and breadth of experience when planning and implementing its plan. Recognizing that some sites may attract more patients than others, Green Heart’s operating budget plans for one large site and one medium site.

Green Heart plans to begin revenue operations on Sept. 8, 2014. To conform to calendar quarters, the one-year operating budget described below starts on July 1, 2014 and ends on June 30, 2015. Green Heart’s year one plan described below includes 10 months of revenue operations and, where appropriate, Green Heart also identifies below the operating expenses incurred prior to opening its retail sites.

Patients. Green Heart expects to attract in the initial month an average of 50 patients per day at its large retail location and 25 per day at its medium location. With a strong opening patient outreach campaign, we project average daily visits to increase 50% per three-month quarter during year one, with the large retail site serving 169 patients per day at the end of year one, and 84 per day at the medium site. With a typical day seeing 800 to 1,000 patients, HHC’s experience will help Green Heart to attract and retain patients with a safe, welcoming and compassionate retail environment.

Revenue. Green Heart expects average revenue per patient visit of \$90, which conforms not only to HHC experience but also to that of other dispensaries that are similarly focused on high-quality medicines. As a nonprofit, Green Heart does not prioritize revenue-maximization, but it does prioritize offering patients consistently high-quality medicines, with accommodations for patients with limited resources. Green Heart projects \$4.5 million in cumulative revenue, for both retail sites, in year one.

Product Mix. Green Heart recognizes that, over time, patients shift away from flowers and towards concentrates and edibles, which has been the case with HHC and throughout the marijuana industry. Initially, Green Heart expects flowers to generate approximately 80% of revenue at the beginning of year one, declining to 75% by the end of year one, with concentrates and edibles accounting for the balance.

Cost of Production. Adhering to generally accepted cost accounting rules, Green Heart includes in its Cost of Production not only materials but also rent, insurance, utilities and payroll, including above-average living wages, payroll taxes, overtime, Section 125 plans for health, dental and vision benefits, employer matched 401k plans, Employee Assistance Program, merit-based bonus programs, and paid time off for vacation and illness. Excluding occupancy costs, Green Heart expects to initially incur \$1,500 in expenses per pound of salable marijuana (i.e., harvested, dried, cured, trimmed, processed and packaged), which we expect to decline by 2.5% per quarter. For occupancy costs, we estimate \$8.25 per square foot per year, which includes rent, but real estate taxes, common area maintenance and property insurance, resulting in \$250,000 per year. Given projected year one demand of approximately 784 pounds, this results in total

estimated Cost of Production of \$1.4 million until the end of year one on June 30, 2015. Green Heart projects year one Gross Profit of \$3.2 million, for a 70% gross margin.

Operating Expenses. All expenses listed below pertain only to the two retail sites, as all expenses for production and processing are included in the above “Cost of Production” section.

- **Occupancy.** Green Heart projects year one occupancy expenses to total \$405,800 for both retail sites, including base rent, real estate taxes, property insurance and maintenance. With 2,000 to 3,600 square feet per location, this implies approximately \$72 per square foot per year (fully-loaded). Prior to the start of year one, Green Heart is also budgeting for an additional \$273,000 in fully-loaded occupancy payments (excluding upfront deposits).
- **Patient Outreach.** Green Heart projects that ongoing expenses related to informing patients of its offerings will average 2.0% of revenue. Green Heart plans additional spending upfront to educate potential patients of its locations, such that cumulative expenses for patient outreach would total \$267,000 by June 30, 2015.
- **Payroll.** Green Heart projects to spend \$1.65 million on payroll by the end of year one, including \$150,000 before opening to patients. These figures include above-average living wages, payroll taxes, overtime, Section 125 plans for health, dental and vision benefits, employer matched 401k plans, Employee Assistance Program, merit-based bonuses, and paid time off for vacation and illness.
- **Other General & Administrative (G&A).** With HHC’s seven-year track record operating multiple retail locations, Green Heart projects \$300,000 in “Other G&A” (e.g., legal, accounting, insurance) for year one ending June 30, 2015. Combined with an estimated \$310,000 in “Other G&A” projected prior to opening to patients (e.g., application and license fees, insurance deposits), Green Heart projects a cumulative total of \$610,000 in “Other G&A” until June 30, 2015.

Debt Service. Green Heart will finance its build-out and operations with debt at 15.0% simple, annual interest, with the initial payment on Oct. 1, 2014. The first six payments will be interest only, with the final 54 payments fully amortized. Green Heart’s debt service coverage ratio is projected to average 2.6 during its initial 12 months of debt service payments, and to be even stronger thereafter.

Re-investment of Surplus. Green Heart takes its nonprofit mission very seriously and will re-invest any surplus funds. Green Heart will expand capacity to meet growing patient needs and research new products to consistently provide a compelling variety of high-quality medicines.]

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.

[Guiding Principles. Green Heart Holistic Health & Pharmaceuticals, Inc. (“Green Heart”) manages its finances in order to maximize, for the long-term, the number of patients it serves and the quality of the medicines and retail experience that it provides to patients. Green Heart is committed to financial sustainability, not as an end in itself, but as a means to achieving these patient-centric goals.

Green Heart's patient-centered planning benefits from the firsthand, seven-years' experience of Harborside Health Center (HHC) operating multiple marijuana dispensaries and a delivery service, which it wishes to bring to MA patients. This unmatched operating record enables Green Heart to make planning decisions today to ensure its long-term ability to continue serving as many patients as possible.

Green Heart has no affiliated vendors (e.g., "management services companies") to which it will provide payments in return for services. All vendors will be at arm's length. Green Heart is committed to its nonprofit mission and will not sacrifice the primacy of its patients to enrich its Principals or others.

Build-out & Timing to Begin Serving Patients. Prior to the award of licenses, Green Heart will already have in place its leases, contractors, equipment and supplies vendors, build-out plans, staffing and recruiting plans, and funds for each site, in order to open-up and start serving patients as soon as possible. Green Heart plans to begin offering medicines to patients at its retail locations by Sept. 8, 2014. While this date is subject to several factors outside of its control (e.g., permit approval process), Green Heart and HHC's experience starting-up and operating retail businesses will position it to identify and mitigate those risks, and to plan appropriate schedule contingencies.

In the seven months and one week from Feb. 1 to Sept. 8, 2014, the Green Heart team will focus on four concurrent work streams to ensure a timely launch of its retail offerings:

1. **Build-out.** Green Heart and HHC will complement their in-house knowhow with an experienced marijuana cultivator consultant, whom they selected following a rigorous, competitive evaluation process of several contractors with deep design, build, grow, processing and management experience. All plans and team members will be ready to go as of Feb. 1, 2014.
2. **Initial Harvest.** To have a variety of high-quality medicines available for patients upon opening its retail sites on Sept. 8, 2014, cultivation will begin as soon as a minimum area of the production site is ready, even as other build-out activities continue.
3. **Staffing.** Drawing upon HHC's seven years of recruiting, interviewing, selecting, hiring and training, Green Heart will start early to find the best sales associates to ensure that its patients' retail experience is safe, welcoming and compassionate. Green Heart will not only hire the minimum number of staff required, but also build a "bench" of willing hires to join the team as soon as patient volume justifies.
4. **Patient Outreach.** To ensure that patients know when and where they can get the high-quality medicines that Green Heart will offer, Green Heart will start to educate patients months prior to opening. In doing so, Green Heart will leverage the seven years of experience that HHC has brought to bear in attracting up to 1,000 patients per day.

Patients. Green Heart expects to attract in the initial month an average of 50 patients per day at its large retail location and 25 per day at its two medium locations. Green Heart projects average visits to increase 50%, 25% and 10% per three-month quarter during years one, two and three, respectively. By the end of year three, this implies 603 average patient visits per day at the large site and 302 at the medium site. With HHC seeing 800 to 1,000 patients on a typical day at its Oakland location, the Green Heart team is well equipped to create the safe, welcoming and compassionate environment with a variety of consistently high-quality medicines to attract these patient volumes.

Revenue & Product Mix. Green Heart expects average revenue per patient visit to remain stable at \$90, which conforms not only to HHC experience, but also to that of other dispensaries that are similarly focused

on high-quality medicines. Green Heart expects flowers to continue their decline, as a percentage of total revenue, from 80% at opening, to 75%, 70% and 65% at the end of years one, two and three, respectively, with concentrates and edibles accounting for the growing remainder.

As a nonprofit, Green Heart does not prioritize revenue-maximization, but it does prioritize offering patients consistently high-quality medicines, with accommodations for patients with limited resources. Green Heart projects \$4.5 million in cumulative revenue, for both retail sites, in year one, \$15.0 million in year two and \$25.9 million in year three.

Cost of Production. Adhering to generally accepted cost accounting rules, Green Heart includes in its Cost of Production not only material inputs, but all rents, insurance, utilities and payroll associated with preparing salable medicines. Excluding occupancy costs, Green Heart expects to initially incur \$1,500 in expenses per pound of salable marijuana (i.e., harvested, dried, cured, trimmed, processed and packaged), which we expect to decline by 2.5% per quarter as we achieve scale. By the end of year one, Green Heart projects a per-pound cost of production (excluding fully-loaded occupancy costs) of \$1,390, declining due to scale economies to \$1,256 at the end of year two and to \$1,135 at the end of year three.

Green Heart projects occupancy costs, estimated at \$8.25 per square foot per year for year one, including rent, real estate property taxes, common area maintenance and property insurance, to increase, not only due to escalation clauses in the lease for our production site, but also for expansion of that site. Green Heart has negotiated a Right of First Refusal on the open space adjacent to its initial location, thereby facilitating its ability to accommodate growing patient needs.

Green Heart expects total Cost of Production (including fully-loaded occupancy costs) of \$1.4, \$3.7 and \$6.0 million in years one, two and three, respectively. Green Heart projects Gross Profit of \$3.2, \$11.3 and \$19.9 million and gross margins of 70%, 75% and 77%, in years one, two and three, respectively.

Operating Expenses. All expenses listed below pertain only to the two retail sites, as all expenses for production and processing are included in the above “Cost of Production” section.

- **Occupancy.** Green Heart’s retail occupancy expenses will remain relatively fixed during the first three years, increasing based on negotiated escalation clauses. Green Heart’s fully loaded occupancy budget includes funds for ongoing maintenance, ensuring a consistently inviting retail environment for patients.
- **Patient Outreach.** Based on HHC experience, Green Heart projects to spend approximately 2.0% of revenue for ongoing activities to inform patients of its offerings, with \$300,000 in year two and \$518,000 in year three.
- **Payroll.** Green Heart projects to spend \$1.65 million on payroll by the end of year one, including \$150,000 before opening to patients. These figures include above-average living wages, payroll taxes, overtime, Section 125 plans for health, dental and vision benefits, employer matched 401k plans, Employee Assistance Program, merit-based bonus programs, and paid time off for vacation and illness. This includes managers for both retail sites, and no fewer than 15 hourly wage earners for the large site, plus 11 more at the medium site. Green Heart projects fully loaded payroll (for both retail sites) of \$2.2 and \$3.6 million in years two and three, respectively.
- **Other General & Administrative (G&A).** Green Heart projects \$300,000 in “Other G&A” (e.g., legal, accounting, insurance) for year one, in addition to \$310,000 prior to opening to

patients (e.g., application and license fees, insurance deposits). Green Heart projects \$600,000 in year two and \$1.0 million in year three.

Debt Service. Green Heart will finance its build-out and operations with debt at 15.0% simple, annual interest, with the initial payment on Oct. 1, 2014. The first six payments will be interest only, with the final 54 payments fully amortized. Green Heart's debt service coverage ratio (DSCR) is projected to average 2.6 during its initial 12 months of debt service payments, and to be even stronger thereafter.

Re-investment of Surplus. True to its nonprofit mission, Green Heart will re-invest any available surplus, rather than diverting it to affiliated entities to enrich its Principals. Green Heart plans to expand capacity to meet growing patient needs and to research new products to consistently provide to patients a compelling variety of high-quality medicines.]

Three-year projections attached as exhibit 4.5

4.6 Provide a description of the proposed RMD's plan to obtain a liability insurance policy or otherwise meet the requirements of 105 CMR 725.105(Q).

[Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") shall meet and exceed the insurance requirements of 105 CMR 725.105(Q) stated below:

"A RMD shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 105 CMR 725.105(Q)(2). The deductible for such a liability policy shall be no higher than \$5,000 per occurrence."

Green Heart has engaged insurance broker Jeffrey Gray, President of G&A Insurance, Inc., located at 34 Dover Point Rd., Dover, NH 03820 (p) 603-742-2644 x118, jdgray@gandainsurance.com. Jeffrey Gray has been alerted to the insurance requirements of the State of Massachusetts and Massachusetts Department of Public Health, and has engaged Cannasure Insurance Services for the purposes of insuring Green Heart's RMD site at 70 Southamptn, Boston, MA and Green Heart's cultivation site at 10 Industrial Way, Amesbury, MA. The underwriter for Cannasure is Lloyds of London. Green Heart is already the lessee of record at 70 Southamptn, Boston, MA, and has a General Liability policy with Cannasure for space of 7000 square feet. Upon issuance of a provisional Medical Marijuana Dispensary License, all requirements of 105 CMR 725.105(Q) for Green Heart's RMD and cultivation site will be met in full.]

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.

[Green Heart Holistic Health & Pharmaceuticals, Inc., has secured 70 Southamptn Street, Boston, MA 02118 as its proposed RMD dispensary site.]

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).

[Green Heart Holistic Health & Pharmaceuticals, Inc., has secured 10 Industrial Way, Amesbury, MA 01913 as our proposed RMD cultivation site.]

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).

[Green Heart Holistic Health & Pharmaceuticals, Inc., has secured 10 Industrial Way, Amesbury, MA 01913 as our proposed RMD cultivation site.]

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.

[From the start of the Phase 2 application process, and especially following our selection of 70 Southampton Ave., Boston MA 02118, as the proposed site for our dispensary facility, we've vigorously reached out to City of Boston officials to obtain assurances of support.

Our efforts have included conducting extensive sit-down discussions with Tito Jackson, Boston City Councillor for District 7, in which our proposed RMD would be located. We shared with Councillor Jackson recent public safety statistics from Oakland, CA, which demonstrate that a well-operated dispensary can help improve neighborhood safety and general livability. He expressed his appreciation for our efforts to directly engage our potential New Market neighbors and abutters during the current pre-registration phase, and pledged future support upon award of a provisional registration.

We also extended ourselves to Boston City Councillor Robert Consalvo, whose district adjoins Councillor Jackson's. Councillor Consalvo chaired the committee that created the proposed medical marijuana zoning by-laws for the City of Boston. He too expressed support for our endeavors and specific location, and acknowledged that our EMT's experience operating Harborside Health Center, the country's leading dispensary, as a tremendous future asset for the City of Boston and the palliative needs of its registered qualifying patients.

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.

We have also reached out to current Boston Mayor Thomas M. Menino, knowing quite well that he would likely be unable to issue a formal letter of support or non-opposition during the final few months of his administration. However, we have learned that he is favorably disposed to the type and quality of dispensary operation we would run. Numerous close associates in the Boston public safety community have confirmed this understanding. Additionally, we have initiated conversations with his successor, Mayor-elect Marty J. Walsh.

Our efforts in the City of Amesbury, where our proposed cultivation facility will be located at 10 Industrial Way, have been equally diligent.

We have met with Mayor Thatcher Kezer III, as well as Building Commissioner/Zoning Compliance Officer Denis Nadeau and Allen R. Neale, Municipal Council Member. All expressed support for our endeavor. Mayor Kezer III has provided us with a letter of non-opposition, dated 11/20/13.]

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

5.5 Provide a summary chart reflecting answers to questions 5.1 -5.4 indicating evidence of local support or non-opposition for cultivation, processing or dispensing activities of the proposed RMD.

Summary chart attached as exhibit 5.5

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

[Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") will operate in strict compliance with the City of Boston's Regulation to Ensure Safe Access to Medical Marijuana in the City of Boston, which specifically includes any and all potential guidelines issued by Boston Public Health Commission ("the Commission"). Green Heart will obtain an operating permit for its RMD dispensing location at 70 Southampton Street, Boston, MA, in the former and manner prescribed by the Office of Environmental Health at the Commission. Green Heart's location at 70 Southampton Street is not within a 500-foot radius of any school, daycare center, or any facility in which children commonly congregate.

Green Heart will pay its annual Operating Permit fee of \$500, and will post the Operating Permit in a clear and conspicuous manner. No dispensary agent of Green Heart will sell or otherwise distribute marijuana or marijuana products within the City of Boston without first obtaining a dispensary agent permit issued by the Commission. Each of Green Heart's dispensary agents will sign a statement declaring that he or she has read the regulations and guidelines prescribed by the Commission, and will provide valid government-issued photo identification verifying that he or she is over twenty-one (21) years of age or older. Green Heart will pay each of its dispensary agent permit fees of \$100 and renew all of its agents' permits annually.

Green Heart's cultivation, processing, distribution, sale and use of marijuana for medical purposes will be in strict compliance with all laws, regulations, ordinances or policies, including compliance with the Food Service Health Permit requirements, Public Nuisance Properties Ordinance, Clean Air Works Workplace Smoking and E-Cigarette Regulation, and any and all requirements associated with zoning and permitting.

Green Heart will submit a security plan for review by the Commission in compliance with any potential guidelines or procedures prescribed by the Commission. Green Heart's hours of operation will be set in accordance with any potential limitations prescribed by the Executive Director of Commission, the Boston

Police Department, the City of Boston Inspectional Services Department, and Newmarket Square Neighborhood Association.

Green Heart will hold an annual community meeting to provide abutters and community residents with an opportunity to comment on its operating practices, policies and plans. Green Heart will offer a secure patient or personal caregiver home delivery system that serves every address within the Boston City limits that provides home delivery service to any Boston resident who is a registered patient or personal caregiver who suffers a physical incapacity to access transportation as set forth in 105 CMR 725.035(A)(2).

Green Heart will submit a plan for review to the Commission detailing its plan to provide reduced cost or free marijuana to patients with documented verified financial hardship as required by 105 CMR 725.100(A)(6). Green Heart will comply with any limitations prescribed by the Executive Director of the Commission with regard to signage and advertising, and will provide educational materials to be distributed to its patients, which will include a "Patients' bill of rights" along with information on addiction and treatment resources. Additionally, Green Heart will submit data and reports to the Commission in the form and manner prescribed by the Executive Director.

Upon obtaining a license to operate an RMD from the DPH, Green Heart will file a New Business Form and "doing business as" Certificate with the City of Boston's Clerk's Office and pay the \$65 filing fee to register as "Harborside," pursuant to City of Boston Ordinance Chapter 18-1.2, and Section 30-31.

Green Heart's CORI and criminal background check policies, practices and standards are in strict compliance with the requirements of City of Boston Ordinance Chapter 4-7.3. All information obtained from a patient of Green Heart will comply with the provisions prescribed by M.G.L. c. 93H, 201 CMR 17.000, HIPPA, 950 CMR 130, M.G.L. c. 111, §§12F, 70, 70E, and 70F, and M.G.L. c. 66A, §2. to ensure that its patient's personal information contained in both paper and electronic records are safeguarded to insure security and confidentiality.

Green Heart will complete and file a Form ST-4, Sales Tax Resale Certificate, and will apply for a valid MA Vendor's Registration issued by the Commissioner of Revenue, pursuant to M.G.L. c. 64H, §7, for selling of tangible personal property or services purchased under the Sales Tax Resale Certificate and intend to be sold by Green Heart in the regular course of its business.

Green Heart's cultivation facility located at 10 Industrial Way, Amesbury, MA, will be operated in strict compliance with all laws, regulations, ordinances and policies of the City of Amesbury and the Commonwealth of MA. Upon obtaining a license to operate an RMD from the DPH, Green Heart will file a business certificate form with the City of Amesbury's Clerk's Office to do business as "Harborside," and will also apply for a special permit from the Building Commissioner/Zoning Compliance Officer, Denis Nadeau, in accordance with the requirements of the City of Amesbury Ordinances.

All water utilized by the cultivation site and the associated wastewater from such operation will be stored and disposed of in strict compliance with 314 CMR et. Seq. The disposal of medical marijuana by-products will also be performed in strict compliance with state and federal law to prevent unauthorized and/or unlawful access to the waste, by-products, or usable portions of the marijuana plants cultivated at the facility. Solid waste generated will be disposed of in accordance with 105 CMR 725.105(J)(3). All waste generated at the cultivation facility will be documented in waste disposal records as required under 105 CMR 725.105(J)(5).]

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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. (“Green Heart”) is implementing a comprehensive strategy for developing and maintaining positive community relations in Newmarket Square. Green Heart is a member in good standing with the Newmarket Business Association, which provides access and networking with community stakeholders interested in a safe, vibrant business district.

We have begun and will continue to reach out to the community to build relationships and educate our community stakeholders. We have a track record of successfully working with the communities where we operate, and will leverage our experience to become welcome, active participants in the development and growth of our community.

Community Outreach

Members of our EMT and Board come from state-licensed and locally compliant, model medical marijuana dispensary Harborside Health Center (HHC), in Oakland and San Jose, Calif. “Wellness, Not Intoxication” is a core value of HHC, and we will work tirelessly to educate both patients and non-patients about how this value informs the way we operate our business. We are committed to the wellness of the communities where we operate, and with providing a positive model of responsible medical marijuana use. Our first steps into Suffolk County would be to educate community stakeholders about Green Heart and the service we provide to our patients and community.

We have begun and will continue to reach out to our neighbors, local business owners, local service organizations, political representatives and law enforcement. We are starting with door-to-door introductions, phone calls and attending meetings with these community stakeholders. Our message will serve as an introduction to our organization, the work we have done in other communities, and how we can contribute to our new community. We have focused on educating the community on what medical marijuana is, and what it is not. We are creating dialogs with community stakeholders so that they are comfortable asking questions and feeling confident about our competency and commitment to our communities. This dialogue helps us understand how we can best contribute to the Newmarket Square area, Boston, and the greater Commonwealth of Massachusetts.

Experience in Community Relations and Building

The Green Heart team has over seven years’ experience as a nonprofit medical marijuana dispensary working collaboratively with our surrounding communities and responding to the needs of our neighbors. By way of example, here are several of the ways we have contributed to our communities in California:

- Donates to local and statewide charitable activities. To date, monetary contributions have exceeded \$430k.
- Participates in Adopt-A-Spot programs, which involve organizing employees and patients to play an active and ongoing role in cleaning, greening and beautifying our surrounding neighborhoods.
- Participates in annual National Night Out events; hosting barbeques in our parking lots and sharing an evening with neighbors, local businesses, the fire department, and law enforcement.
- Participated in the Block By Block program in Oakland, which served as a Neighborhood Watch Association for businesses in our community.
- Was the first dispensary in California to host a blood collection day by the American Red Cross.
- Received Red Plate Awards from the Alameda County Food Drive for donating more food than any other small business in Alameda County for the last three years.
- Hosts regular Coat and Toy Drives during the holiday season.
- Had employees volunteer at the local Ronald McDonald House.



- Taught knitting classes to patients who made and donated hats to cancer patients.

Future Community Relations Building

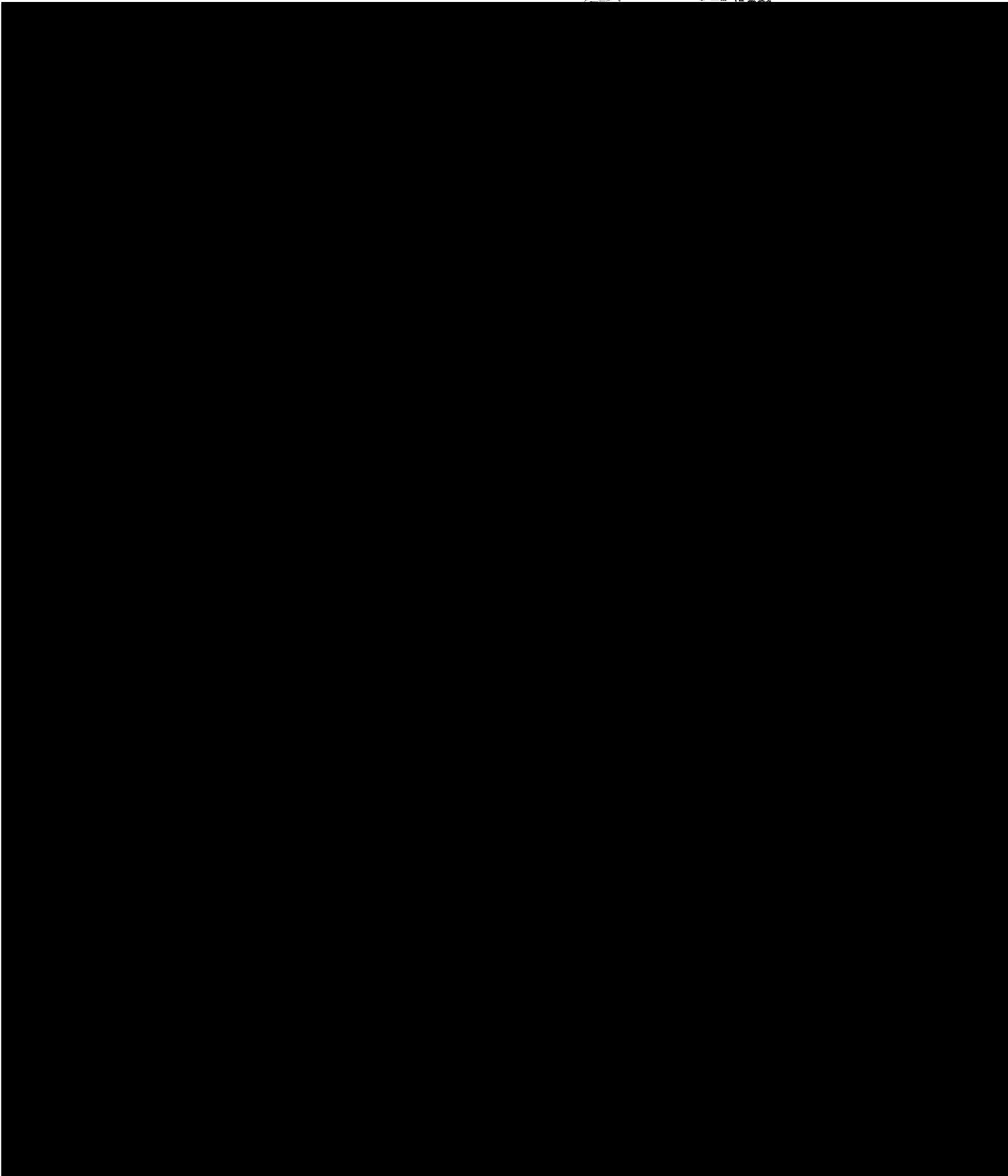
Green Heart has begun to establish supportive relationships with its neighbors. Immediate adjacent neighbors were contacted, questions and concerns were addressed, and rapport has been built. Community outreach and education will continue via:

- One-on-one conversations with community stakeholders.
- Developing relationships with Boston University Health Center, a nearly adjacent and important neighbor to Green Heart.
- Inviting local stakeholders into the RMD prior to beginning of operations for a tour, presentation and Q&A session.
- Participating in local community events; hosting booths, supporting the events through sponsorships, and meeting community members face to face to educate them on who we are and what we do.
- Implementing focused outreach programs to educate seniors and veterans, using the existing successful model active in California.
- Being an active member of the Newmarket Business Association; working in conjunction with our neighboring businesses to improve our neighborhood and bring business to the Newmarket Square area.
- Participating in National Night Out, inviting community stakeholders to the RMD in support of neighborhood safety.

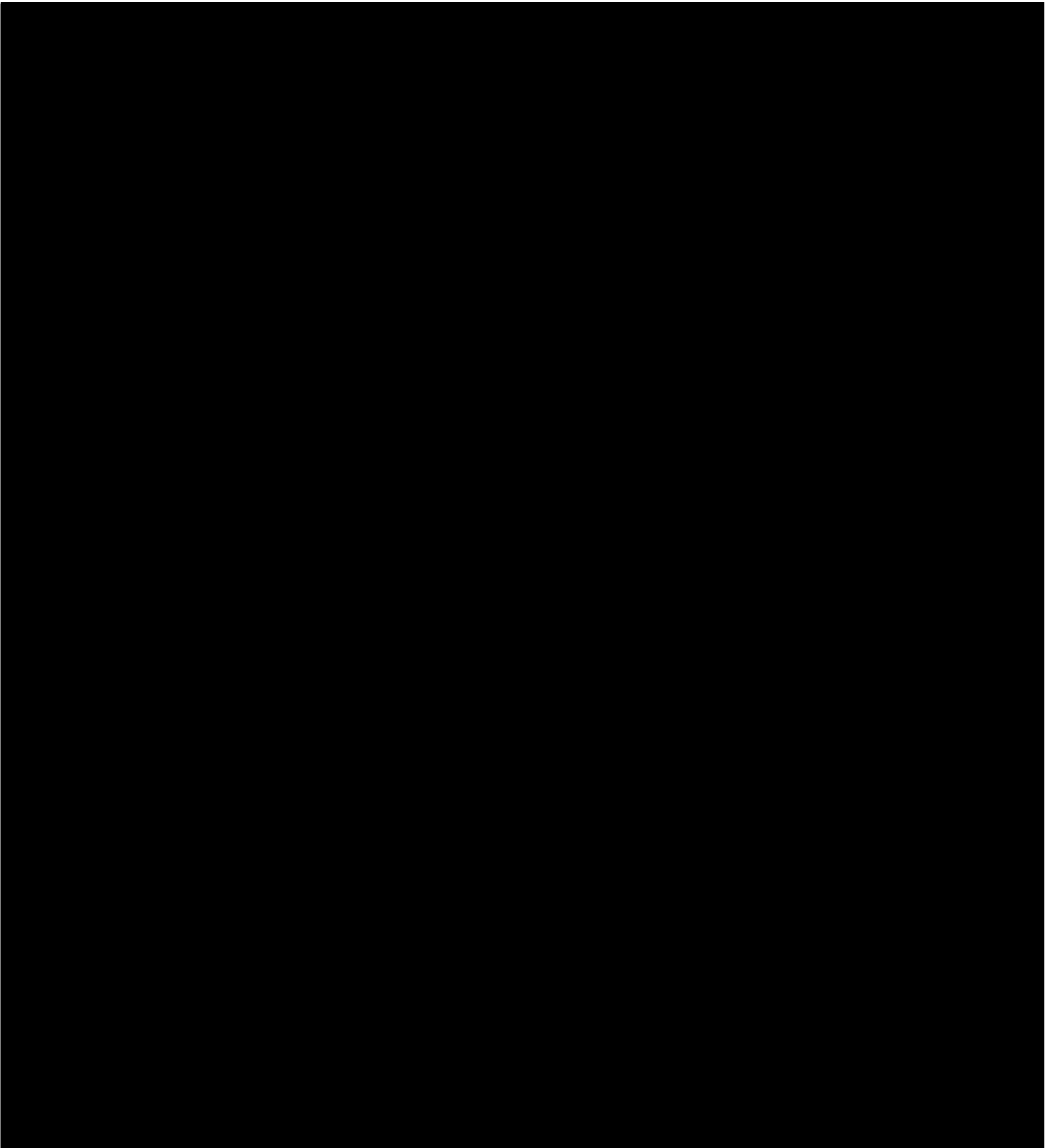
Once in operation, we can immediately begin participating in giving back to local charitable locations by hosting drives and volunteering staff time, as we have done in other locations. Through neighborhood outreach, we will identify local charitable organizations that we can partner with to support our community. As a specific example, we plan to participate in food drives for The Greater Boston Food Bank, which is a local charitable organization.

Green Heart expects to create over 80 new jobs by year three of operations. Local hiring will be critical to promoting the economic growth in Newmarket Square, as well as the greater Boston area. Membership in and supporting the Newmarket Square Neighborhood Business Sector will help introduce Green Heart to many potential employees, and will allow Green Heart to develop long-lasting relationships within the community. Hiring locally ensures tax dollars are invested back into the local community, reduces the environmental impact of commuting and fosters further community engagement when employees participate in local events sponsored by Green Heart.]

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



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



6. Staffing Plan and Development

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

[STAFFING PLAN OVERVIEW

Green Heart Holistic Health & Pharmaceuticals, Inc. (“Green Heart”)’s RMD and Cultivation staffing plan reflects staffing requirements for the first and twelfth months of operations.

POSITION DESCRIPTIONS

The following positions will comprise the staff of the RMD, Cultivation and Executive Management Team.

Dispensary Agents

GM – Manages the operations and staff of the RMD. Partners with the EMT to perform human resources and employee relations activities. Reports to COO.

AGM – Works in conjunction with the GM to assist in the management of operations and staff of the RMD. Reports to GM.

HR/Compliance Assistant – Performs HR and compliance duties. Reports directly to the CCO when performing admin duties and self-audits related to compliance with legal, licensing and regulatory requirements. Reports to the GM for all other activities.

Accounting Assistant – Performs bookkeeping, payroll and accounting duties. Reports to the CFO.

Patient Services Manager – Manages the operations and staff of the Patient Services department. Ensures compliance with regulations, the DPH electronic registration and dispensing tracking system (ERDTS) and MA DPH policies for access to the facilities and medicine. Reports to GM.

Patient Services Associate – Conducts new patient orientation and registration process. Provides to patients information about dispensary policies and general information about marijuana laws and regulations as they apply to registered qualifying patients in MA. Reports to the Patient Services Manager.

Safety Associate – Ensures the safety of all staff, patients, visitors and assets of the RMD. Monitors all security systems including CCTV system and biometric access. Acts as a first responder to emergencies and incidents. Assesses threats and mitigates risks. Reports to GM.

Sales Manager – Manages the operations and staff of the Sales department. Ensures excellence in service from Sales Associates. Reports to the GM.

Sales Associate – Assists patients with their selections at point of sale. Assesses the needs of each patient, providing appropriate product knowledge, exceptional service, and control of the selection process. Reports to the Sales Manager.

Inventory Manager – Manages control and fulfillment of inventory requirements from Cultivation. Ensures the movement, storage, organization, tracking and stocking of cash and inventory. Coordinates and executes cycle counts, audits and physical inventories. Reports to GM.

Inventory Control Associate – Assists with the movement, storage, organization, tracking and stocking of cash and inventory. Performs cycle counts and physical inventories. Reports to the Inventory Manager.

Transportation and Delivery Manager – Manages the transportation of inventory for deliveries and incoming shipments from Cultivation. Complies with all MA-DPH regulations regarding safe transport, including use of the ERDTS to ensure compliance with purchase limits and valid patient status for deliveries. Reports to GM.

Cultivation Staff:

Cultivation GM - Manages the operations and staff of Cultivation. Reports to the COO.

Operations Manager – Manages the Inventory Control and Safety departments. Ensures the integrity of the inventory and the safety of Cultivation. Reports to the Cultivation GM.

Production Manager – Oversees cultivation, extractions, processing and packaging and new product development. Reports to the Cultivation GM.

Safety Associates – Ensures the safety of all staff, visitors and assets of Cultivation. Monitors all security systems including CCTV system and biometric access. Acts as a first responder to emergencies and incidents. Assesses threats and mitigates risks. Reports to the Operations Manager.

Inventory Control Associates – Assists with the movement, storage, organization, tracking and stocking of inventory. Performs cycle counts and physical inventories. Reports to the Operations Manager.

Product Development Coordinator – Conducts research to develop new products to meet the needs of the patient and organization. Reports to the Production Manager.

Extraction Production Associates – Performs duties to create extract products from flowers. Reports to the Production Manager.

Cultivation Associates – Performs plant cultivation with the aim of improving plant growth, yields, and quality from seed to flower. Reports to the Production Manager.

Processing and Packaging Associates – Performs quality control, trims, manicures and packages products. Reports to the Production Manager.

Executive Management Team (EMT)

Chief Executive Officer (CEO) – Oversees EMT. Responsible for and manages the entire organization. Reports to Board of Directors.

Chief Operations Officer (COO) – Oversees all RMD and Cultivation operations. Manages all General Managers. Reports to CEO.

Chief Financial Officer (CFO) – Oversees financial activities of the entire organization. Reports to CEO.

Chief Science Officer (CSO) – Performs and is responsible for scientific research of organization. Reports to CEO.

Chief Human Resources Officer (CHRO) – Oversees all human resources management for the organization. Reports to CEO.

Chief Safety and Transportation Officer (CSTO) – Responsible for the safety, security and transportation of products for the organization. Reports to CEO.

Chief Compliance Officer (CCO) – Responsible for overseeing and managing regulatory compliance and related issues of the organization. Reports to CEO.

Chief Administrative Officer (CAO) – Responsible for administrative management of organization. Reports to CEO.

Cultivation Consultant – Consults on the build-out and ongoing management of Cultivation. Reports to the COO.

FULL TIME EQUIVALENCY

The dispensary will require 15 FTE's for the first month of operation and will ramp up to 20 FTE's for month twelve.

The cultivation center will require 10.5 FTE's for the first month of operation and will ramp up to 18 FTE's for month twelve. The cultivation center reflects staffing sufficient to supply three dispensaries.]

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.

Hiring Plan Overview

The Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") Hiring Plan outlines the forecasted hiring needs and human resources required for satisfying those needs.

Recruitment

Based upon the Staffing Plan outlined in section 6.1, we need to recruit and hire 25.5 FTE's for the first operating month. The supervisory team (Managers and EMT) will be comprised of local retail business professionals currently operating Back Bay Bicycles of Boston, MA, and medical marijuana dispensary professionals currently operating Harborside Health Center, Oakland, CA. Remaining staff will be recruited locally through already established recruitment networks of Back Bay Bicycles.

General Qualifications

All Green Heart employees are required to pass a CORI background check and pre-employment drug screening. Previous experience in a medical marijuana dispensary or in the medical marijuana industry is highly desirable.

Dispensary Position Requirements

General Manager. Management experience in retail or customer service (minimum 4 years). Proven ability to lead and manage teams effectively. Proven ability to build effective partnerships and relationships with organization's stakeholders.

Assistant General Manager. Management experience in retail or customer service (minimum 3 years). Proven ability to manage teams effectively.

HR/Compliance Assistant. Bachelor's degree or administrative experience (minimum 2 years). Administrative work performed in the HR field. Experience auditing files, processes and systems for compliance highly desirable. Proficient in Microsoft Office Suite.

Accounting Assistant. Relevant Associate degree from an accredited college or university; or related experience and/or training (minimum 2 years); or equivalent combination of education and experience. Demonstrated understanding of basic accounting principles and able to interpret financial data.

Patient Services Associate. Customer service or reception experience (minimum 2 years). Knowledgeable of medical cannabis laws and regulations. Ability to provide excellence in customer service and maintain composure and professionalism in escalated incidents and emergencies.

Patient Services Manager. Management/Supervisory experience (minimum 2 years). Meet the requirements for the Patient Services Associate.

Safety Associate. Security, law enforcement, military, or other related work (minimum 2 years). Customer service or hospitality. Work performed in a healthcare or medical marijuana facility highly desirable. Ability to provide excellence in customer service and maintain composure and professionalism in high-risk incidents and emergencies.

Sales Associate. Customer service or retail experience (minimum 2 years). Knowledge of medical marijuana strains and applications, effects and routes of delivery.

Sales Manager. Management/Supervisory experience (minimum 2 years). Meet the requirements for the Sales Associate.

Inventory Control Associate. Inventory control experience (minimum 1 year). Attention to detail with excellent organization skills. Knowledge of medical cannabis strains and delivery forms. Accurate data entry skills. Basic math skills. Intermediate Excel skills.

Inventory Control Manager. Management/Supervisor experience (minimum 2 years). Meet the requirements for the Inventory Control Associate.

Cultivation Center Position Requirements

Cultivation General Manager. Management experience in horticulture, preferably large-scale marijuana cultivation, or similar experience (minimum 4 years). Experienced in marijuana trim, manicure, quality control and extraction processes (minimum 4 years).

Operations Manager. Management experience in inventory control and security, or similar field (minimum 3 years). Demonstrated understanding of loss prevention strategies and techniques.

Safety Associate. See Dispensary Safety Associate.

Inventory Control Associate. See Dispensary Inventory Control Associate.

Production Manager. Management experience of horticulture, large-scale marijuana production and processing, or similar experience (minimum 2 years). Experience in marijuana cultivation, trim, manicure, quality control and extraction processes (minimum 4 years). Knowledgeable in cannabinoids, terpenes, and laboratory testing methods.

Product Development Coordinator. Experience with product development and market research (2 years minimum). Experience with product development in marijuana industry preferred. Bachelor's degree in marketing, business management or engineering highly desirable. Skilled in marketing and market research.

Extraction Production Associates. Experience with various marijuana extraction methods and techniques. Knowledgeable in marijuana production and quality control methods.

Cultivation Associates. Experience in plant cultivation (minimum 1 year). Experience improving plant growth, yields, and quality from seed to flower. Knowledgeable in marijuana cultivation techniques.

Processing and Packaging Associates. Experience in marijuana cultivation, trim, manicure and quality control processes. Ability to identify pathogens, molds and insects particular to marijuana. Ability to record, weigh and measure with accuracy.

Certifications

All managers and Safety Associates must complete CPR and First Aid Basics Training. Safety Associates must also successfully complete a Security Officer basic training program.

Applicant Process for Criminal Offender Record Information (CORI) Check

Each applicant will complete a CORI check prior to receiving a job offer from Green Heart. Every 12 months, a CORI check will be performed for all employees to ensure ongoing compliance with DPH requirements. All CORI checks will be performed according to the requirements outlined in the Green Heart CORI Policy, which ensures compliance with state and federal laws, and requirements for performing background checks.]

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.

[Personnel Policies Overview

The following section outlines employee communications, employee wages and benefits, company policies, and employment provisions that Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") will implement.

Employee Communications

Green Heart believes that the cornerstone to employee satisfaction and engagement is effective communication. We are committed to communicating effectively the personnel policies and employment provisions impacting the employee experience.

Personnel policies and employment provisions will be communicated to employees throughout the employment relationship. Employees will be provided these policies and provisions during their new hire orientation in their Employee Handbook, which is reviewed during New Hire Orientation. Relevant employment provisions will be also be communicated through workplace posters placed where employees congregate regularly. Additional communications will occur through employee emails, paycheck attachments, and company meetings, on an as-needed basis.

Benefits Plan, Wages and Opportunity for Advancement

Benefits Plan

Green Heart's compensation package will provide an above-average living wage, Section 125 Plans for healthcare, dental and vision benefits after 90 days of employment, vacation and sick time, employer-matched 401K contributions after one year of employment, an Employee Assistance Program, and merit-based incentive programs.

Proposed Wages

Green Heart will provide competitive wages to their employees. Hourly wages will begin at \$15/hour for the entry-level positions and at \$17/hour for mid-level positions. Management roles begin at an annual salary of \$41,600 to \$72,800 and will vary according to experience and qualifications. All employees' compensation will be evaluated annually during a focal performance review period. Pay changes will be merit-based and typically

6% of base wages for staff-level positions. Pay scales will exist for each role providing consistent administration of compensation practices.

Opportunities for advancement

As patient visits increase and departments expand, the need for more supervisory and management positions will arise. We will train, coach and grow the talents of our Associates so that our future leaders can be found within the organization.

Personnel Policies for the Performance Improvement Process

Continual growth of our employees is key to the success of Green Heart. When it comes to performance improvement, Green Heart will work with compassion and commitment to coach and develop each staff member to improve their performance.

Upon hire, employees will meet with their supervisor to review their job descriptions and a blank Introductory Review form. The supervisor will communicate the expectation of the employee and review how their performance will be evaluated during their introductory period.

Employees will receive an Introductory Review after their first 90 days. During the annual Focal Period, all employees will receive a performance review and have their compensation evaluated for merit-based increases.

Personalized Performance Improvement Plans (PIPs) may be used to supplement employee communications outside of the review period if an employee has not fulfilled the job description of their position, despite ongoing coaching.

Progressive disciplinary actions will be used if an employee fails to follow company policies or departmental procedures. However, some employee conduct may result in a different path of disciplinary action, depending on the severity of the conduct. Each situation will be looked at individually; circumstances and severity will be taken into account.

We believe clear communications of expectations, timely feedback and coaching ensures disciplinary actions will be minimal and effective.

Personnel Policies on the Job

While on the job, employees are expected to be responsible for their conduct, use appropriate conduct with technologies and electronic communications, manage sensitive information and data, and uphold workplace safety standards in accordance with company policies. The following is a list of workplace policies that are detailed in the Employee Handbook.

Employee Responsibilities

- Standards of Conduct
- Attendance & Punctuality
- Personal Hygiene & Dress Policy
- Progressive Discipline
- Employee Grievance Policy

Technologies and Electronic Communications in the Workplace

- Electronic Mail, Internet Usage & Monitoring

- Acceptable Use of Electronic Communications & Social Media Policy
- Recording Devices in the Workplace

Information & Data Handling

- Conflicts of Interest/Code of Ethics
- Protecting Patient & Company Information
- Confidentiality of Company & Patient Matters
- Care of Patient Records & HIPAA
- Access to Personnel Files
- Media Relations

Workplace Safety

- Employee's Responsibilities to Ensure Workplace Safety
- Biometric Locks/Door Protocols
- Personal Property
- Substance Abuse
- Workplace Violence
- Workplace Searches
- Hazardous Substances
- No Weapons in the Workplace

Employment Provisions Required by Law

Green Heart will abide by all employment provisions required by Federal, State and Local law.

The following is a list of employment provisions and policies, which will be detailed in the Employee Handbook.

1. Equal Employment Opportunity
2. Americans with Disabilities Act
3. Immigration Reform and Control Act
4. Anti-Harassment and Anti-Discrimination
5. Zero Tolerance for Sexual Assault and Domestic Violence
6. Time Away From Work
 - a. Worker's Compensation
 - b. Unemployment Insurance
 - c. Pregnancy Disability Leave
 - d. Family and Medical Leave Act
 - e. Military Leave
 - f. Bereavement Leave
 - g. Small Necessities Leave
7. Social Security
8. Wage and Hour
 - a. Overtime
 - b. Reporting Time Pay
 - c. Voting Time Off
 - d. Jury Duty and Pay
 - e. Rest and Meal Periods
 - f. Sunday and Holiday Premium Pay and Voluntariness
 - g. Access to Payroll Records

- h. Payroll Deductions
- i. Wage Garnishments]

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.

[Staff Development Plan

Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") knows that we must invest in our team members and their individual development in order to be successful. Learning must be continuous to remain effective in our roles. Our staff development plan outlines the basic requirements for successful onboarding of new hires, ongoing training for skills development, performance improvement management, leadership development training, and providing opportunity for advancement. We have had seven years' experience with developing marijuana professionals and have refined our staff development plan to reflect our most successful strategies.

Performance improvement management and advancement opportunities were discussed in section 6.3.

Onboarding New Hires

Our new hires are the building blocks of our future. We invest heavily in the training of our new hires and work closely with them to ensure they have not only learned how to perform the duties of their positions but are also introduced to Green Heart's values and culture during their 90-day Introductory Period.

The New Hire Orientation covers the following:

- a. Cultural Onboarding – History of Industry, Founders' Stories, Core Values, Mission, Vision, Employee Role in Vision
- b. Working at Green Heart – Review of job description, Introductory Period Review Form, Employee Handbook
- c. OSHA and General Safety Training – Deliver all required OSHA trainings, general safety in the workplace, and review emergency protocols
- d. Product Knowledge Training – Strains, identification, product categories, delivery methods, etc. (For RMD staff directly involved in product handling.)
- e. Cultivation Training – All cultivation staff will receive additional, hands-on training on all aspects of the cultivation process from germination through stages of growth, with our cultivation consultants at Green Heart's cultivation facility.

After the New Hire Orientation, department-specific training begins. Department specific training lasts from a minimum of four days and can extend up to three weeks, depending on the role. For entry-level Associates, this training is supported with a detailed Trainee Workbook, Trainer Guide, Operations Manual, Product Knowledge Guide, and department-specific job aids such as opening and closing checklists, radio protocols and more. These training programs have been adapted from Harborside Health Center's uniform and well documented training systems, which have been successfully used and refined for over seven years.

Introductory Period

The Introductory Period is a collaborative time in which both the new hire and the manager ensure that the appropriate trainings have occurred, the appropriate tools have been provided, and the new hire has developed the necessary skills. At the end of the Introductory Period, both the new hire and the manager have the opportunity to discuss whether or not the position is appropriate for the new hire.

Skills Development

Green Heart will provide employees with tools so that they may succeed and excel in their positions. New tools need to be introduced, and others refined, as employees move beyond their introductory period. For this reason, ongoing training to develop skills will be required.

The following skill development trainings will be provided to employees beyond their introductory period. These trainings will be delivered through a variety of methods; trainings with internal and external subject matter experts, off-site seminars, online trainings and on demand seminars will all be utilized.

- a. Non-Violent Communications (Safety and Patient Services)
- b. CPR/First Aid (Safety and Managers)
- c. Security Officers Basic Training (Safety)
- d. MGL 369, Regulations, Laws and How They Impact Patients and Employees (All Staff)
- e. Product Knowledge (Cultivation Center Staff and Sales)
- f. Laboratory Testing and Analysis (Inventory Control, Patient Services and Sales)
- g. Providing Exceptional Customer Service (Safety, Patient Services, Sales)
- h. Handling Patient Complaints (Safety, Patient Services, Sales)
- i. Managing Inventories and Cycle Counts (Cultivation Center Staff and Inventory Control)
- j. Diversity Training (All Staff)
- k. Preventing Sexual Harassment (All Staff and separate for Supervisors)
- l. Workplace Harassment (All Staff and separate for Supervisors)
- m. Driver Wellness (Delivery Drivers)

Management Operations Training

RMD Managers will receive a portion of their training in the Oakland and San Jose, CA, locations of Harborside Health Center. Managers will spend one week shadowing and observing working managers, learning operations, and receiving hands-on experience performing the duties of a manager and the Associates they will supervise. They will have the unique opportunity to be trained in a fully operational, high paced, high volume, well established dispensary, which serves an average of 800 patients per day. This experience will provide our management team with an unparalleled foundation of expertise in RMD operations.

Green Heart Leadership Development Program

New and future leaders will receive Green Heart Leadership Development training from the Director of Human Resources. This training is a series of four half-day trainings designed to introduce new and future leaders of Green Heart to the challenges and rewards of leadership. The four trainings delivered are: Compassionate Leadership, Hiring and Training, Performance Management and Separation, and Time Management and Goal Setting.]

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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") has established a rigorous and aggressive timeline to complete the necessary steps preceding a final inspection by the Department of Health (DPH).

1/31/14 – Provisional inspection notification received

1/31/14 – RMD and cultivation facilities design drafting

Designs will be drafted by experienced in-house design team and provided to MA-licensed architectural firm for approval and finalization.

2/10/14 – Finalize designs and provide materials to contractor

Mockups will be created in AutoCAD to aid in contractor selection and interior design element acquisition.

2/12/14 – Stamp plans

Local licensed engineers will review architect's plans, make corrections and adjustments as necessary, and stamp plans in preparation for permit requests to city.

2/17/14 – Solicit bids from contractors

These plans will then be released in RFP format to local contractors for proposals to complete the work within the timeline proposed in this section.

2/28/14 – Submit plans to city for construction permits

Construction plans will be submitted based on the RMD and cultivation center designs, trade engineer recommendations, and local, federal (ADA) and state building codes.

3/31/14 – Permits received, construction/build-out begins

Once permits are received by the DPH, build-out on both the RMD and the cultivation facility will commence.

4/7/14 – Hiring Plan for cultivation center begins

Hiring activities, CORI checks, and registry with the DPH of new hires will occur over the next six weeks.

4/30/14 – Building inspections

5/15/14 – Prepare and install technical infrastructure and preliminary security measures.

To maximize efficiency and safety during the build-out phase, many of the technical infrastructure elements and security systems will be purchased, configured and readied for installation. This includes:

- Setting up PCs with required software,
- Configuring printers, and
- Setting up radio communication system;
- Perimeter fencing and exterior lighting as required for cultivation center;
- Installing motion detectors, fire suppression and exterior cameras (where building permits allow).

Once construction on RMD and cultivation facilities have been completed and building inspectors have issued final permits, the remaining elements of the technical systems can be installed. This includes network and IT infrastructure as well as final key elements of the security and CCTV system.

5/20/14 - Full systems test

A full systems test will be initiated to ensure full functionality of all technical systems as well as redundant systems such as back-up batteries, cellular alarm responses, UPS power supplies, fire suppression systems and other measures to ensure consistent levels of safety and compliance.

5/22/14 – Final building inspection for RMD and Cultivation

A final building inspection will be scheduled to ensure all trades have achieved full compliance, and a conditional use permit (CUP) can be issued.

5/23/14 – Cultivation security plan implemented

This includes posting the licensed security guards at the cultivation facility, beginning complete video monitoring of all areas within, engaging the access control system and access control policies, and entering all inventory (seedlings) into the “seed-to-sale” inventory tracking and control system.

5/24/14 – Planting begins at cultivation center

All seeds will be planted and begin their cycle to completion. All cultivation systems will be pre-tested and carefully monitored to ensure maximum yields, efficacy and quality. All safety systems will be operational and online.

5/26/14 – Staffing and training for cultivation center

Cultivation center staff begins training. Employees will receive all trainings over next two weeks.

6/15/14 – Final design elements installed

These include (but are not limited to): artwork, plants, rugs, regulatory signage and ADA compliance signage.

6/23/14 - Training of RMD managers

RMD managers will be trained at Harborside Health Center, CA for two weeks in an operating medical cannabis dispensary.

7/7/14 – Hiring Plan for RMD begins

Hiring activities, CORI checks, and registry with the DPH of new hires will occur over the next six weeks.

8/15/14 – First Harvest

Cultivation Center GM approves the first crop of marijuana as ready for medical. Harvest will commence and the product will be dried, cured and trimmed, then packaged in preparation for shelf storage and sale. This process will re-occur on a weekly basis as new crops are ready for harvest.

8/17/14 – Staffing and training for RMD

RMD staff begins training. One week will be spent training at Harborside Health Center, CA, and one week will be spent training in the RMD.

8/31/14 – Delivery of inventory to RMD

A manifest will be created and all pre-packaged inventory will be readied for delivery. Inventory will then be transported and tracked via GPS in compliance with DPH and Green Heart policies and delivered to the RMD.

8/31/14 – Safe storage of inventory implemented

All stock will be securely stored and accounted for, by comparing manifest, inventory levels and batch numbers in the POS and electronic inventory tracking system.

8/31/14 – Delivery program activated

Delivery services will run systems tests and mock deliveries to ensure full readiness.

9/1/14 – Mock opening of RMD completed

A mock opening of the RMD will be initiated to ensure any unforeseen problems and/or challenges can be handled before the final inspection is scheduled.

9/2/14 – Request for final inspection

Once Green Heart has determined a satisfactory level of readiness in all departments, a green light will be issued to contact the DPH and inform them of our readiness for final inspection.

9/5/14 – Receipt of final registration is received

9/7/14 – Press releases and marketing

9/8/14 – Grand Opening

Green Heart will officially open its doors to registered medical marijuana patients. Local and state officials will be welcomed alongside select press to visit and tour the facility.]

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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. (“Green Heart”) plans to open our RMD facilities on 9/8/14, and to begin providing safe access to medical marijuana on that date. In order to have medical marijuana product available for RMD opening, our cultivation site will plant seed on 5/23/14 and will harvest the first crop on 8/15/14. All quality control measures as listed in 7.1, 7.3, 7.4, 7.5, 7.6 will be followed before being put on the shelves of the RMD as well as all inventory control measures described in 7.7. Green Heart projects that patient flow in the first month will average 50 per day and this will grow to 211 per day by month 12 of the RMD. As patient flow increases, so must cultivation production levels. Green Heart will leverage seven years of dispensary operating experience to determine when and how production levels must increase to meet patient demand. Green Heart intends to keep cultivation production and MIP levels slightly above patient demand in order to fill any unanticipated increase in demand beyond Green Heart initial projections. If production levels outstrip demand by significant numbers by anything over 10%, then surplus will be processed into MIPs which have a longer shelf life and can be stored securely in the cultivation facility. If, at any time, DPH feels production and inventory levels are too high at Green Heart, then disposal of medicine will occur as described in section 7.5.

Immediately upon opening the doors, Green Heart will implement a system of feedback from patients, staff, regulators and management to foster a culture of continual improvement for both product quality and patient experience. Green Heart regulators and community leaders will also be surveyed proactively to ensure Green Heart is doing all it can to meet the needs of the primary stakeholders in the community.

After the first 90 days of RMD operation, Green Heart will evaluate the performance of all staff and managers. These evaluations will be documented and signed by managers and staff for all positions. Improvement measures will be implemented where needed and further training will occur if any staff does not meet basic requirements. A more detailed evaluation process will occur after the first year of employment with Green Heart to ensure every employee is meeting the basic expectations as set forth in both employee manuals and training materials.

Green Heart intends to become revenue neutral by Q1 2015. By becoming revenue neutral, Green Heart will be able to sustain itself and its obligation to employees, outside vendors, local and state tax authorities, and the surrounding community. Furthermore, Green Heart intends to pay certain expenses up front for the first year of operation, such as insurance, workers compensation, and product liability insurance. Green Heart has also paid certain funds to the landlord in the South Hampton RMD facility up front, thereby limiting the below-the-line rent expenses for the first year. These measures are intended to allow Green Heart to become revenue neutral sooner rather than later and will mitigate unforeseen expenses that will inevitably arise as a result of starting up the RMD.

Green Heart intends to become revenue positive by Q2 2015. This will allow Green Heart to fulfill its primary nonprofit mission, which is to reinvest into the RMD and the community it serves. Investments in employee benefits will be the first priority and will include robust health care packages featuring dental and vision coverage, employee assistance programs, life insurance, and a generous 401k program with matching contributions (up to 5% of salary) with no vesting period. Investments into community charitable organizations including law enforcement groups, wellness-oriented nonprofits, and locally based nonprofits will also be a priority of a revenue-positive Green Heart.

Green Heart is confident all these milestones can be reached during the first year of executing the operational plan.]

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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart")'s cultivation consultants have a combined nearly 75 years of marijuana cultivation and processing experience spanning all methods and environments. Green Heart's cultivation team members are widely regarded as industry leading pioneers in cultivation methodology and marijuana genetics. They include the founder of a medical marijuana consulting company responsible for the implementation of the first two licensed cultivation facilities in the Washington, D.C., market; one of the founders of the Flying Dutchman Seed Co. (Amsterdam); the founder and driving force behind T.H.Seeds® (Amsterdam); and an award-winning extracts specialist.

Jan Carlos Byl is the founder and managing member of MedCanna Consulting LLC. MedCanna specializes in design, build out, and implementation of commercial cultivation facilities in areas permitting regulated medical marijuana programs.

Originally from Washington, D.C., Jan attended university in the eastern townships of Quebec, where he was first exposed to marijuana cultivation methods and practices. During his time in Quebec, he worked with a group that would become one of the first licensed hemp cultivators in Canada in 1998.

Jan has nearly two decades of practical, hands-on marijuana cultivation and dispensary operations experience within the Netherlands, Switzerland, Spain, Colorado, Arizona and Washington, D.C. He specializes in environmentally conscious, large-scale, indoor cultivation operations. He also has considerable experience in seed production operations as well as cannabinoid extraction and concentrates production.

While living in Amsterdam from 1997-2005, Jan designed and implemented cultivation facilities for Greenhouse Amsterdam. During his tenure there, Jan was exposed to and able to learn from some of the most respected and revered names in marijuana and seed production.

Within the past two years Jan designed, shepherded through licensing and implemented the first two legal cultivation facilities in the strictly regulated Washington, D.C., market. He also helped design and supervise the build-out of three dispensaries in Arizona.

Sjoerd Broeks is a partner and lead horticultural consultant with MedCanna Consulting LLC. Sjoerd is also the primary consultant for Mr. Wolf Consultancy, a Northern California-based business.

Sjoerd has more than two decades of everyday experience in the cultivation of marijuana. He was the lead horticulturalist at Cannabis College for five years, as well as running all the seed production, genetic library management and strain development for the Flying Dutchmen Seed Company.

Whilst in Amsterdam Sjoerd built, implemented and consulted on dozens of indoor grow facilities and greenhouse projects. During this period he was also responsible for supplying high-quality product to a number of Amsterdam's coffee shops.

Sjoerd has been the sole lead horticulturalist for large, legally licensed marijuana operations, each of which entailed multi-hectare test plots as well as multi-hectare greenhouse facilities. These projects were run over a

period of five years, and elicited the need for multifaceted and complicated strategies for efficient agronomy within less than ideal circumstances. Sjoerd was the lead for each stage of growth, including large-scale clone production, nursery management, field crops, post harvest processing, particle separation and packing and storage.

Sjoerd runs two legal Calif. cooperatives, supplying medicine to over 100 patients, as well as consulting for 50 clients to ensure disease-free, high-quality medicine for their patients. With an emphasis on strong genetics, integrated pest management and effective organic pest control, Sjoerd has earned a strong reputation within his community.

Adam Dunn is a partner and lead genetics consultant with MedCanna Consulting LLC. Adam is also a founding partner of HempWorks CV (Netherlands), parent to T.H.Seeds[®], (marijuana genetics), as well as HempWorks International Ltd. (Hong Kong), parent to HoodLamb[®], an organic hemp clothing line manufactured in China.

In 1993 Adam formed the company C.I.A. (Cannabis In Amsterdam). C.I.A. became a driving force in Amsterdam for marijuana education and a meeting spot for cultivators and researchers of the plant. After more than two decades in Amsterdam Adam was enticed to return to the United States by the changing legal and political climate concerning marijuana. In the years since his return to the U.S. Adam has advised and consulted for numerous political and commercial groups. Providing services ranging from genetic consulting to full-scale design and implementation of facilities for flower, seed and extract production.

Adam Cooper is the lead concentrates consultant with MedCanna Consulting LLC. Adam C. is also the owner/operator of The Hashdashery, a Denver-based business providing custom-tailored cannabinoid extractions geared towards specific medical ailments.

Originally from Swampscott, MA, Adam C. studied business at Salem State College. He spent five years working in warehouse management gaining considerable experience in the areas of logistics, project management, purchasing, product design, and achieving and maintaining quality performance. He has over 12 years of cultivation and concentrates production experience. During his career Adam C. has designed and implemented concentrates production facilities for Denver-based businesses and consulted on numerous cultivation and extraction projects. He also helped design and implement new extraction methods and equipment to further ensure product quality and user safety.]

- 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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") quality control (QC) is a multi-step process overseen by a designated QC agent who works closely with Production, Inventory and Processing Managers. The QC paperwork that accompanies all products until they are packaged for sale will include the results of all tests performed so there is a clear chain of custody, thus assuring our patients that the medicine they're purchasing is the potency specified, and is free of any contaminant.

Green Heart will employ several tests, both for potency (THC and CBD) and to determine the presence of any molds, mildews, heavy metals, plant growth regulators, or non-organic pesticides, and any additional testing required by the Department with the frequency required by Department. In order to conduct these tests, Green Heart shall contract with an independent laboratory that is accredited to ISO 17025 by a third party accrediting body such as A2LA or ACLASS, or is certified, registered or accredited by an organization approved by the

Department. Transportation, handling and storage of marijuana will also be monitored and controlled as per the Department's regulations.

The first step in testing is to conduct a bioassay, an examination of the flowers or concentrates with a microscope to look for molds, mildews or rot. Next, flowers are tested in an analysis device, which uses near-infrared spectroscopy to determine THC amounts. Concentrates are sent to the laboratory for gas chromatography analysis. All flowers and concentrates are then sent to the lab for microbiological analysis. This includes testing for molds, mildews and other contaminants.

In a gas chromatography analysis a sample is vaporized and the resulting gases are measured to determine potency (THC or CBD percentages). High performance liquid chromatography (HPLC) is the standard for testing in the herbal products industry as it allows for a more accurate representation of what is present in the plant material. Green Heart shall maintain the results of all testing for no less than one year, and shall be available to patients or the Department upon request.

Green Heart's QC agent will be responsible for interfacing with the lab to ensure compliance regarding storage of marijuana at the lab as well as transportation to and from the lab, and for ensuring that no representative of the lab receives any financial or other form of compensation from the RMD.

The QC process begins in the production facility of the RMD. Construction of a clean area, including a negative-pressure entryway to keep all outside air out and the installation of carbon filters to scrub the air inside, will create an environment free of contamination. Workers in the production area shall wear coveralls and shoe covers to avoid introducing outside contaminants. At the end of each production run, samples will be removed to send to the lab for tests. Once results are submitted indicating the marijuana is 'clean' or free of all contaminants, it will move to the processing phase.

All dispensary agents in the processing area shall wear smocks, hairnets and gloves in order to reduce the possibility of contamination. The Processing Manager will visually inspect samples of all marijuana using both a 30x handheld microscope and a 200x microscope connected to a computer monitor. This process will ensure that the marijuana is free of any dirt, sand, rot or any other foreign material. The Processing Manager also ensures that the marijuana is well cured and ready for patients to consume.

The Inventory and Processing Managers will be responsible for securing the marijuana when it is not being transported or packaged. All marijuana will be tracked using a chain of custody sheet that starts at the production facility and follows each unit as it moves from production to processing to inventory. When not in transit or processing, marijuana shall be locked in a safe with limited access by managers or designated agents only.]

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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") shall enact the following procedures for disposal of excess or damaged plants or products to ensure compliance with all Commonwealth and federal regulations. Excess or damaged plants or products encompasses any harvested or un-harvested products or byproducts, which may be processed or unprocessed and contained in the Green Heart facility, including:

- Flowering plants and MIPs which may be categorized as excess and as supported by inventory tracking systems
- Wastewater or other organic liquids utilized during production cycle

- Products, processed or yet to be processed, which spoiled or are deemed unusable
- Products, processed or yet to be processed, which appear to have been tampered with, contaminated or are otherwise deemed unusable

Upon determination of quality of products, as mention above, said products will be labeled to clearly denote non-usability (i.e. EXPIRED DO NOT USE), isolated from the general population in a contained area to ensure risk of further handling and/or contamination of usable products is limited.

Said products will be scanned, inventoried and categorized per company policies and in accordance with regulations.

Flowering or non-flowering products (stalks, stems, leaves, flowers) deemed safe for organic disposal will be shredded according to company policy and placed in a secured compost container, containing appropriate non-regulated products, to ensure compostability. Container will be handled per accepted procedures for composting and allowed to process until a usable form is generated. Usable composted material will then be introduced into cultivation process.

Root balls will be handled to isolate usable organic matter (soil mixture) and remaining roots will be shredded, placed in a secured compost container, and processed as outlined above.

Remaining bulk waste deemed non-compostable (contaminated, expired or infused products, including containment vessels) will be placed in secure containers and labeled appropriately. Containers will be stored in a limited access area and will be held for retrieval by an approved regulated waste disposal service (i.e. Stericycle).

All wastewater utilized during cultivation and production processes will be stored and disposed of in strict compliance with 314 CMR et. Seq., and all other requirements of the MA Department of Environmental Protection and any associated local ordinances. Liquid waste containing marijuana, or byproducts of marijuana processing, will be disposed of in compliance with requirements for discharge into surface water pursuant to 314 CMR 3.00, groundwater pursuant to 314 CMR 5.00.

Since marijuana in all forms is currently considered a Schedule I controlled substance in the United States, security and plans to ensure diversion risks are minimized will be implemented as follows:

- Adequate precautions will be followed including storage of products in securely locked, substantially constructed vessels and/or enclosures with limited access to prevent theft or diversion of the substance
- Upon discovery of theft or diversion appropriate law enforcement authorities will be immediately notified
- Implementation of procedures to aid detection of possible theft or diversion will include, but are not limited to, the following:
 - Precise recordkeeping and accountability of products
 - Secure safeguarding of disposable products
 - Limiting handling and access to disposable products (for both processing and storage) by authorized staff
 - Ensuring management are alert to indicators of possible employee, contractor and/or vendor suspicious activities such as changes in behavior, reliability/responsibility (i.e. failure to comply with company policies) and any other markers to suggest inappropriate activities

- Routine and random checks, by management, to judge compliance with all above noted procedures, scoring of staff conducting procedures, reeducation or reassignment of staff as deemed appropriate]

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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. (“Green Heart”)’s MIPs plan includes extracts and concentrates for multiple end uses. The goal is to provide consistent and safe extracts for both the producer and consumer. We plan on utilizing traditional sieved extraction methods, both dry and water-assisted, as well as CO₂ supercritical fluid extraction (SFE). Sifted extracts involve mechanical separation of the trichomes from the plant material. The trichomes contain the essential oils and cannabinoids of the plant. Once separated from the raw botanical material the trichomes can then be used for vaporization and further processing into infused products and edibles. Ultimately these extracts will be used to produce hashish, oils, tinctures, sublingual sprays, medicated gelcaps and food products of consistent dose and cannabinoid profile.

We also plan on using supercritical fluids for extraction. A supercritical fluid is any substance at pressures and temperatures above its critical point where it acts both like a gas and a liquid. This allows the solvent or CO₂ to pass through the raw botanical material and extraction of the cannabinoids and essential oils in a safe and efficient manner. Traditionally this has been done with more dangerous solvents such as butane or acetone. However, there are numerous studies showing that butane as well as other solvent-based extracts can contain high levels of residual hydrocarbons or solvents which are potentially toxic and can lead to pulmonary issues. Butane is also highly flammable and butane extraction is responsible for numerous near fatal explosions throughout the industry.

Green Heart plans on using safe and environmentally friendly carbon dioxide (CO₂). Carbon dioxide is the most commercially used supercritical solvent. It has been used in large scale for extraction on hops for beer production and decaffeination of coffee beans, as well as production of essential oils for pharmaceutical purposes. CO₂ is non-toxic and is Generally Regarded As Safe (GRAS) by the FDA for use in food products; has no added heavy metals or toxic contaminants that other solvents may have; and is also nonflammable, greatly reducing the need for an explosion-proof environment for making extracts. The CO₂ utilized in extraction is a renewable resource as it is a byproduct of the manufacturing industry. In a closed-loop SFE extraction setup it is possible to recapture as much as 95% of the CO₂ used.

A CO₂ SFE extraction setup must contain a pump for the CO₂, a pressure cell to contain the sample, a means of maintaining pressure in the system, and a collecting vessel. The liquid is pumped to a heating zone where it is heated to supercritical conditions. It then passes into the extraction vessel where it rapidly diffuses into the solid matrix and dissolves the material to be extracted. The dissolved material is swept from the extraction cell into a separator at lower pressure and the extracted material settles out. The CO₂ can then be cooled, re-compressed and recycled.

By regulating and varying the pressure and temperature you can control the extraction instrument and selectively extract various parts of the plant. Ideally a higher pressure would be initially run, then the essential oil purified in further stages. At higher pressures CO₂ will extract cannabinoids, terpenes, plant waxes and even pigments. All of these have numerous end uses and a great medicinal value.

Depending on the unit which could hold anywhere from a 1 liter to a larger 20 liter unit it would take one to six hours to run its complete cycle. Since CO₂ does not have the dissolving power of traditional hydrocarbons there may still be valuable essential oils left in the botanical material that may need to be run again.

We plan on refining these extracts and offering them in infused products and other end-user consumables. The use of CO₂ extracts during MIP production ensures consistency and quality throughout the manufacturing process and ensures a safe and desirable end product. The nature of CO₂ extracts provides a more rich and full spectrum extract from the plant as well; this will allow for further purification and isolation of specific compounds to tailor treatments towards patients' needs.

Once the system is done running, the oleoresin that comes out of the machine is set aside for further purification. At this point, the marijuana oleoresin (raw oil) has a wide variety of medicinal components from the plant. With basic lab equipment these can be separated depending on their ideal end use. The cannabinoids and terpenes ideally are going to be used in aromatherapy devices or infused products. These products may need to be vacuum dried to ensure stability and preservation for future use. The plant waxes and some of the pigments from the plant have amazing value as topical products. Once isolated and identified they can be put into numerous products to treat a number of skin conditions.]

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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") include EMT and Board members who manage \$15 million dollars of medical marijuana inventory a year and have a seven-year history of regulated inventory management by the City of Oakland, Calif., for their state-licensed and locally regulated medical marijuana dispensary, Harborside Health Center, with no diversion complaints on record with the city and a 100% compliance record with all other RMD regulations with the city. This track record demonstrates the commitment of Green Heart to undertake inventory management seriously, including taking disciplinary actions against any staff or manager who violates our internal inventory management and diversion policy. Such policies are written in handbooks, training manuals, and are part of company culture.

Green Heart will conduct daily cycle counts of inventory items that make up the bulk of our sales and/or items that are more susceptible to shrinkage because of their physical size or desirability. Green Heart will conduct monthly and yearly sweep counts of all marijuana inventory with detailed reports that are prepared by the Inventory Manager and verified by senior management with signatures, dates and findings included in the report. All daily, monthly and yearly counts will be documented by video camera surveillance, monitored in real time by security staff. Any shrinkage issues will be immediately investigated and appropriate disciplinary actions taken if such investigations uncover theft or human error. Any theft discovered will result in immediate termination of the employee and any errors will be documented and, if they reoccur, will be grounds for dismissal. In addition, Green Heart will only keep enough marijuana inventory in the RMD for two weeks of projected sales to ensure lean, just-in-time inventory management, and to minimize overstock and shrinkage.

weights before passing inventory to staff for processing and/or packaging and sales. The Security Manager and other senior managers will also have access to the vault and safes to ensure compliance to inventory management policies and to act as a check and balance to the Inventory Manager.

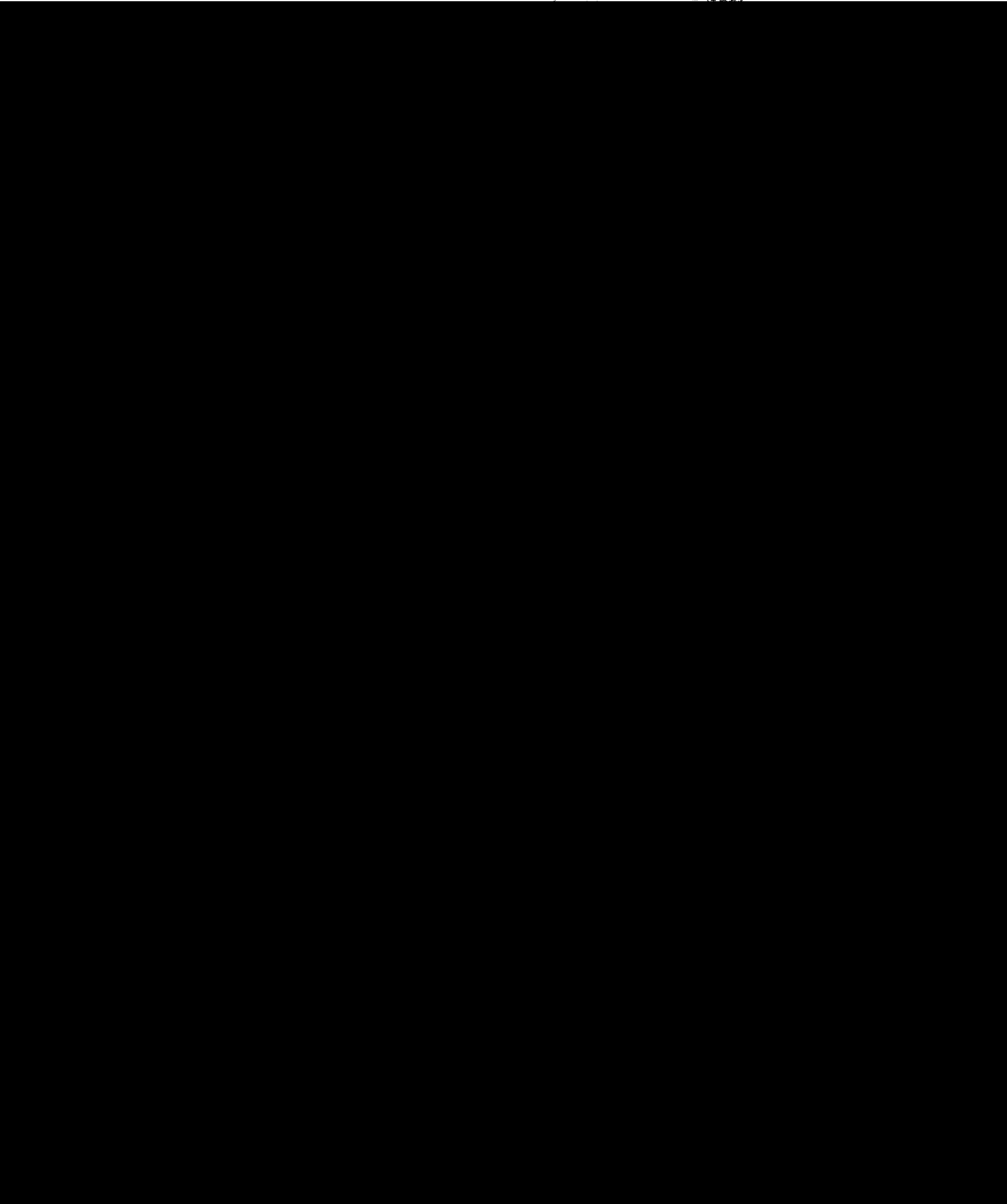
Green Heart has a Letter of Intent to use MJ Freeway as the third-party vendor for real-time electronic tracking of all marijuana for our RMD. MJ Freeway's GrowTracker™, MixTracker™, and GramTracker™ suite were designed from the ground up specifically to cater to the unique needs of the medical marijuana industry. The fully integrated system includes features for tracking, managing, and reporting on all business operational facets unique to the industry. GrowTracker™ monitors grow operations, MixTracker™ monitors MIP operations, and GramTracker™ monitors patient records, and point-of-sale operations. All components of the software maintain strict batch-tracking through all operations representing true 'seed-to-sale' inventory management. All daily, monthly and yearly inventory counts will be conducted using smart scanning technology and bar codes, linked to MJ Freeway seed-to-sale software.

The MJ Freeway software suite will assign a batch number to each set of like plants at the time of harvest, and will maintain this batch number until the finished product reaches the end user in whatever form delivered, be it flower, edible, or concentrate. Individual plant records may be used to track any employees who touched a plant, and what nutrients went into a plant. Packages of product taken from any such batch also record histories, tracking any related MIP operations, movement of product, or other adjustments performed through distribution to the end user.

Reports may be run specific to current and historical batch information, including defining the end purchaser of any given batch or package from that batch, and such data may be used for recall purposes should the need arise. The inventory features within the software enable tracking of all plants, all trim, all waste, all MIP goods, all finished flower inventory, and more. The modular nature of the system means inventories are stored relative to their place in the process. Plant inventory may be broken down by site, room, or table. Finished goods inventory may be tracked in bulk and then distributed to shop level where it may be assigned to specific employee workstations or delivery drivers. All batch information is maintained throughout the inventory process.

Third-party test data is also tracked by batch number. The system will print automated labels including this test data on finished goods as required. The detailed nature of inventory tracking capability within the system affords Green Heart unparalleled access in monitoring inventory for theft or loss.]

- 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.

[70 Southampton Street, Boston, MA, is a non-residential industrial zoned area just off the Massachusetts Avenue Connector across from the Boston Medical Center. Easy access is provided by:

- The Southeast Freeway
- A subway stop ½ block distant
- Bus stop at front door

The central location and easy access offered by Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart")'s 70 Southampton St. location will allow us to serve patients from the entire Boston metropolitan area, as well as nearby neighborhoods, making precise definition of our service our and expected patient population challenging.

Nearby neighborhoods include:

The South End
 Bay Village
 Downtown
 Chinatown/Leather District
 Dorchester
 Fenway-Kenmore
 Hyde Park
 South Boston
 West Roxbury

These neighborhoods have a 2010 population of 375,000. The population of the City of Boston is 636,000, while the metropolitan population is approximately 4.4 million.

The experience of Harborside Health Center (HHC) in Oakland can help provide a metric for estimation of patient numbers; as the location, facility, and management of the Green Heart facility are quite similar. Oakland's population is 440,000; and a metropolitan area w/ population of several million also surrounds the city. There are a total of eight licensed dispensaries in Oakland, but HHC is the only one located on a major traffic artery. Under those circumstances, in the space of seven years, HHC has registered 158,000 patients; and today serves 600-900/day. And while the MA law is more restrictive regarding authorized medical conditions than CA, that factor is balanced by the much higher ratio of patients/dispensaries in MA.

For these reasons, Green Heart feels it prudent to plan for a patient population roughly equivalent to that served by HHC, over the same period of time:

Yr (Oct-Dec)

1. 1,875
2. 12,577
3. 20,186
4. 39,572
5. 71,575

- 6. 101,144
- 7. 157,287

While it is unlikely Green Heart patient registrations will exceed the above estimate, it is possible that actual numbers could be significantly lower. Therefore, actual patient registrations will be computed every month, and cultivation and staffing levels will be adjusted accordingly.

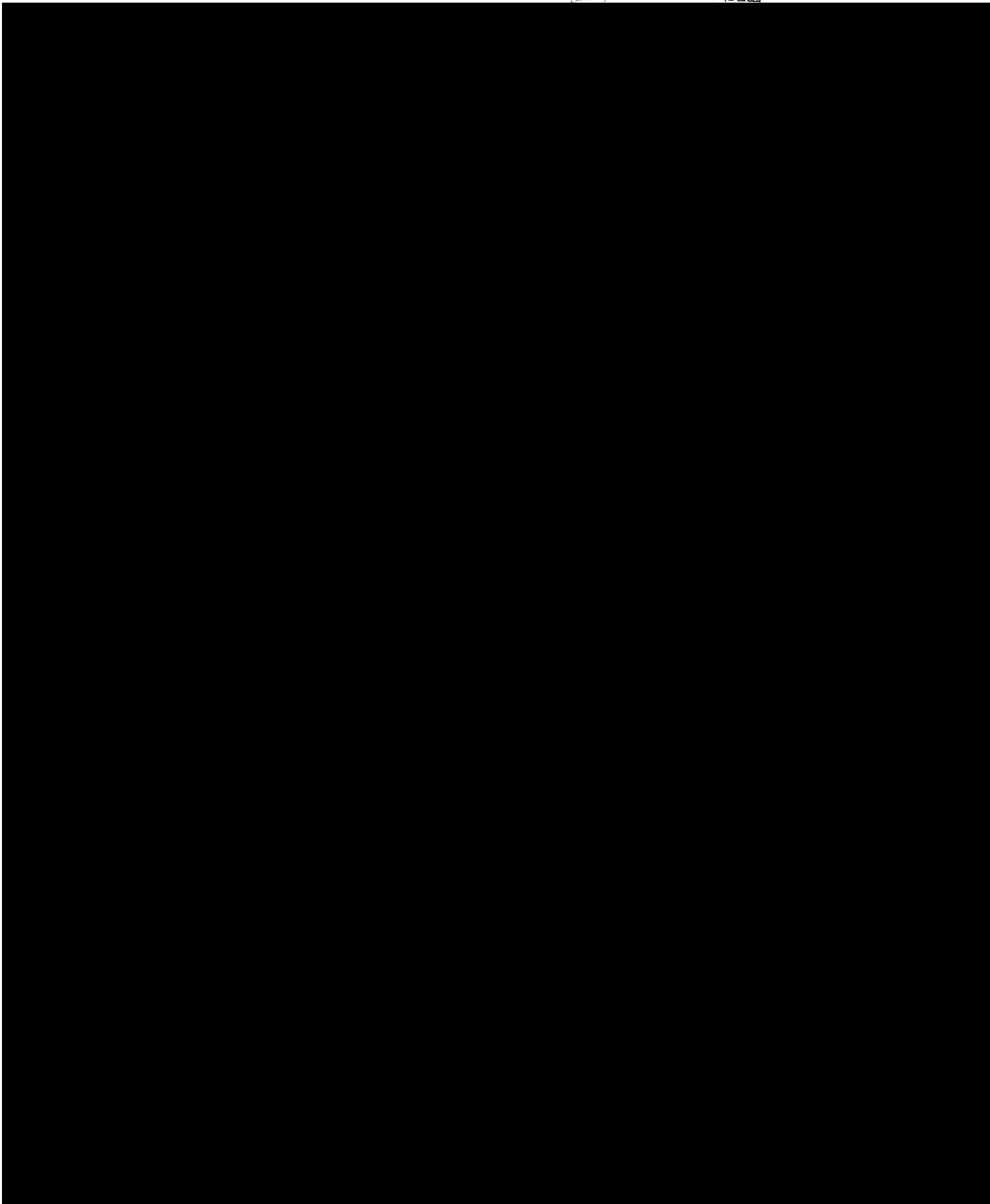
Given our expected large service area, and therefore diverse patient population, Green Heart will take the following measures to ensure our services are accessible to the broadest range of patients, regardless of their language, ethnicity, age, economic position, sexual orientation, or cultural identification:

- Recruit diverse, multi-lingual staff
- Bi-lingual (Spanish/English) safety/reception staff on duty at all times
- Cultural Sensitivity Training for staff members
- Bi-lingual (Spanish/English) web site/newsletter
- Provide multi-lingual educational materials/programs
- Provide translation of materials/programs on request
- Direct outreach to speakers of foreign languages
- Facility design/décor welcoming to all kinds of people
- Discounts/care packages for low-income patients

The neighborhood surrounding 70 Southamton, and nearby Roxbury, is challenged by unemployment, substance abuse, and economic privation. It is home to a mental health facility, and offices of social service agencies. Green Heart, in keeping with our primary mission of bringing benefits and not harms to the communities that welcome us, will take the following measures to fulfill that promise:

- Recruit staff from within the neighborhood, with a special focus on the long-term unemployed
- Restore/rehab 70 Southamton: new paint & lighting; landscaping, planters/benches
- Safety patrols of adjoining blocks
- On-demand substance misuse counseling
- Also provide medical marijuana, with low-income discounts, as an alternative to more addictive pain medications
- Participate in civic programs, i.e. Neighborhood Watch, National Night Out, Adopt A Spot, food/blanket/coat/toy/blood drives, youth athletic programs, etc.
- Sponsor/donate to/form alliances with local community organizations]

- 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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") will be using MJ Freeway's extensive software suite as an integral component of business management operations for tracking of all marijuana-related items and patient records. The system will track and record all of the required stages and movement of patients, plants and MIPs, production and processing, and sales.

This includes, but is not limited to, the following tracking and reporting functions:

Patient Recordkeeping:

- All patient visits to the RMD
- DPH registration status
- Recommending doctor's office contact information
- MMJ recommendation expiration date
- Purchase history
- Visitation history
- Personal notes or infractions
- Contact information

Cultivation:

- Plant assignments
- Movements
- Changes in state
- Batch dates of creation
- Yield weights
- Created packages
- Nutrients used
- Test results
- Growth projections

MIPs:

- MIP ingredients
- Creation
- Movement
- Vendors

Sales:

- All sales
- Returns
- Purchase limits
- Patient purchase history
- Discounts
- Employee purchases

Employee system access:

The system breaks down inventory by location and stage of the manufacturing process, and stores the operation's gross inventory in sub-locations as appropriate. Inventory may be assigned down to employee level. Batch data persists throughout the inventory tracking process. All data is time-stamped within the system, including inventory transfers and conversions, and employee access.

MJ Freeway commits to integrate with the State of Massachusetts tracking system once such system is established and appropriate API's to enable such integration are provided by the vendor supplying the system. Upon integration, MJ Freeway will provide data feeds to the data points needed to meet regulatory compliance.]

- 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.

[According to the U.S. Census Bureau, 10.7% of Massachusetts residents fall under the federal poverty line. This includes patients requiring medical marijuana for their health and wellbeing. Therefore, Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") will operate two programs to provide free or reduced cost medicine to our financially distressed patients, and discounts for our seniors and veterans.

Care Package Program. Designed to provide support to registered qualifying patients who are experiencing verified financial hardship, this program shall provide 1.5 grams of high-quality marijuana flowers to 50 qualified members of the collective once a week. To qualify, patients must first fill out an application form for the program's next quarterly enrollment period. Once completed, the application must be returned with proof of financial situation or government assistance (e.g., an unemployment check stub or recent record of Social Security allotment) as official documentation of the patient's current income level. In some cases, the patient can provide no discernible proof of income, and the application provides a page in which the patient can describe their financial situation in narrative form. The application will then be reviewed and the 50 most qualified patients will be enrolled for the next six-month period of the program.

Application for the program will take place quarterly (January, April, July, October), and the application period will be open for the entire month. Patients currently enrolled in the program may re-apply every time their current period is coming to an end.

Reduced Cost Program. Patients applying for the Care Package program may at the same time, using the same application, apply for the Reduced Cost program. This program is a three-tiered, sliding-scale system based on income levels. Those applicants not among the 50 neediest automatically become candidates for the Reduced Cost program. Another 50 patients qualifying for the Reduced Cost Program will be selected in a lottery. The Reduced Cost program will be based upon the 2013 Poverty Guidelines provided by the U.S. Department of Health and Human Services (HHS). The HHS Poverty Guidelines establish poverty levels according to annual income and the number of people in the family/household unit.

This program will offer medical marijuana discounts of 50%, 40% and 30% to qualified patients. 50% discounts (Tier 1) will be available to patients with incomes at or below the poverty level of \$11,490 for a single person. 40% discounts (Tier 2) will be available to patients making up to 125% of the poverty level, or \$14,362.50 for a single person. 30% discounts (Tier 3) will be available to patients making up to 150% of the poverty level, or \$17,235 for a single person. These discounts will be available to 50 patients each quarter, with no restrictions on

reapplication. Once enrolled in the program, they will be able to purchase up to \$600 (retail value) of medicine at the discount level for which they qualified.

The number of slots available in the Care Package and Reduced Cost programs will increase relative to increases in revenue.

Senior and Veteran Discounts. Both veterans and seniors have higher percentages of hardship population than other demographic groups. Most seniors are on a fixed income from social security while most veterans still suffer from the hardships of battle and war; both groups are underserved by our current healthcare system, and may benefit from medical marijuana more than other demographic groups. Therefore Green Heart will also offer discounts to seniors (65+) and military veterans. Both groups will qualify for a 15% discount of their purchase. These patients can either show proof of their age and/or service (such as a DD214 document for vets) at the time of their transaction and obtain their discount, or their discount can be loaded onto their Green Heart ID card for easy scanning at every transaction.]

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.

[Green Heart Holistic Health & Pharmaceuticals, Inc. ("Green Heart") will provide patient and caregiver counseling/education regarding methods of administration of marijuana, in several different venues, using a wide range of materials. All information shall be:

- Science based
- Clearly and accurately presented
- Describe risks as well as benefits
- Suggest appropriate safety precautions

The methods of administration to be covered include:

- Smoking
- Vaporization and other forms of safe inhalation
- Sublingual and buccal sprays/drops/strips/pastilles
- Edible preparations
- Tinctures and elixirs
- Beverages
- Topicals, i.e. lotion, salve, cream, soap, etc.

Topics to be reviewed regarding each method of administration will include:

- Safe and effective use of the method
- Expected onset of effect
- Expected duration of effect
- Expected intensity of effect
- Suggested initial dose
- Most appropriate times/places to use
- Safety and health risks/benefits
- Cost implications
- Safe dosage and storage procedures

ORIGINAL

- How to read and understand labels

In addition to methods of administration, patients shall be provided information and education about the health risks of marijuana use, including:

- Healthiest methods of administration
- Risks of driving or using heavy equipment
- Risks of smoked forms of marijuana
- Risks of extracted forms of marijuana ('dabbing')
- Risks of dependency
- Risks for young users
- Signs of marijuana overdose
- Ways to mitigate marijuana overdose
- Possibly dangerous drug interactions (i.e., because CBD potentiates uptake of estrogen, female patients taking hormone supplements should consult their MD, and adjust their supplement dose downwards to compensate for its more efficient uptake)

Information shall also be provided to patients about the known health benefits of medical marijuana. Such information shall always be science-based, either in the form of valid scientific research papers, or articles/summaries/presentations/books based on valid scientific research. Information will be presented regarding the risks and benefits of using marijuana for a wide variety of specific conditions.

Information will be provided to patients in the following formats:

- Printed product guide booklet provided to each new patient
- Verbally, during new patient tour
- Verbally, by staff during every sales consultation
- On product packages
- Free brochure kiosk in lobby
- Counter signage
- Presentations on video monitors in dispensary area
- Borrowing library of books on medical marijuana
- Most extensive and up-to-date info on website
- Updates and new research in our newsletter
- Seminars/lectures/classes, on and off site
- Support groups for specific patient types/conditions
- Direct outreach to underserved patient groups
- Earned publicity in media outlets

Specific seminars/lectures/classes shall include but not be limited to the following topics:

Methods of Administration, detailed above
 Driving and Marijuana: Rules of the Road
 Responsible Use and Storage
 Overlooked Wellness Benefits of Marijuana
 Benefits of CBD-rich Marijuana
 The Endo-Cannabinoid System
 Marijuana and Chemical Dependency

Information will also be provided in facilitated support groups established for underserved or especially needy patient groups, including but not limited to:

Seniors
 Veterans
 Women
 Parents
 LGBT
 Substance dependent
 Grave illnesses, i.e, cancer, epilepsy (separate class for each)

In addition to providing information in our facility, and on our website and newsletter, we will distribute informational material, and conduct lectures and seminars at different venues outside the RMD facility, including but not limited to:

- Senior day and residential centers
- Veteran counseling centers
- Hospices and physical rehabilitation centers
- Hospitals, medical schools and research facilities
- Health fairs
- Senior fairs
- Holistic Healing and Green Living Expos
- Conferences for specific medical conditions
- Marijuana reform conferences, seminars, conventions

Led by Chief Science Officer Rob Johnson, Green Heart also plans to develop a research laboratory to FDA standards, and train staff to assist qualified researchers with studies about the health risks and benefits of marijuana. Harborside Health Center has already participated in such studies with institutions including the University of the City of London, and the Beckley Foundation (a UK research foundation). This research program will enhance our ability to most effectively educate our patients with the most up-to-date science on medical marijuana.]

- 7.14 Describe the RMD's proposed marketing and advertising plan, including the company logo, printed materials and flyers, external signage, advertising practices, and outreach and promotional materials. Note that a copy of the marketing and advertising plan will be reviewed as a component of the provisional inspection process. Do not include reproductions or representations of the logo, printed materials, or flyers.

[Green Heart Holistic Health & Pharmaceuticals ("Green Heart")'s educational, promotional and marketing materials will reflect our patient-centric approach and commitment to professionalism. All will reflect the same style and standards first developed by Harborside Health Center (HHC), and will draw on HHC's vast library of images, text and designs. Printed materials will feature abundant white space, clear and bold fonts, and fact-based content. Images and/or text shall strictly avoid any intoxicant, celebrity, price listings or discount promotions.

External signage shall focus primarily on identifying the address to patients, rather than promoting the brand or trade name. No products shall ever be advertised with external signage. Trade name and logo shall be in substantially smaller font size than the address; logo features two hands with contrasting skin tones, raised in a gesture of hope and healing, with our name underneath.

Marketing efforts will focus on alerting already interested patients to our existence, and targeted outreach to specific, especially undeserved, patient communities. Such groups include but are not limited to:

- Seniors
- Veterans
- Parents
- LGBT
- Hospices/end of life care
- Speakers of foreign languages
- Home-bound/non-ambulatory
- Serious illnesses: Epilepsy, AIDS, Cancer, etc

Our centralized and unified management structure will enable the hiring of in-house marketing and outreach staff. Specifically trained employees will identify and contact underserved patient groups, and will work with stakeholders within those communities to develop mutually agreeable educational programs. In-house staff shall be also be responsible for marketing and advertising content, in-store point-of-sale displays and educational events, ensuring a level of sensitivity and fidelity to our standards not possible with outsourced marketing.

Marketing outreach will include:

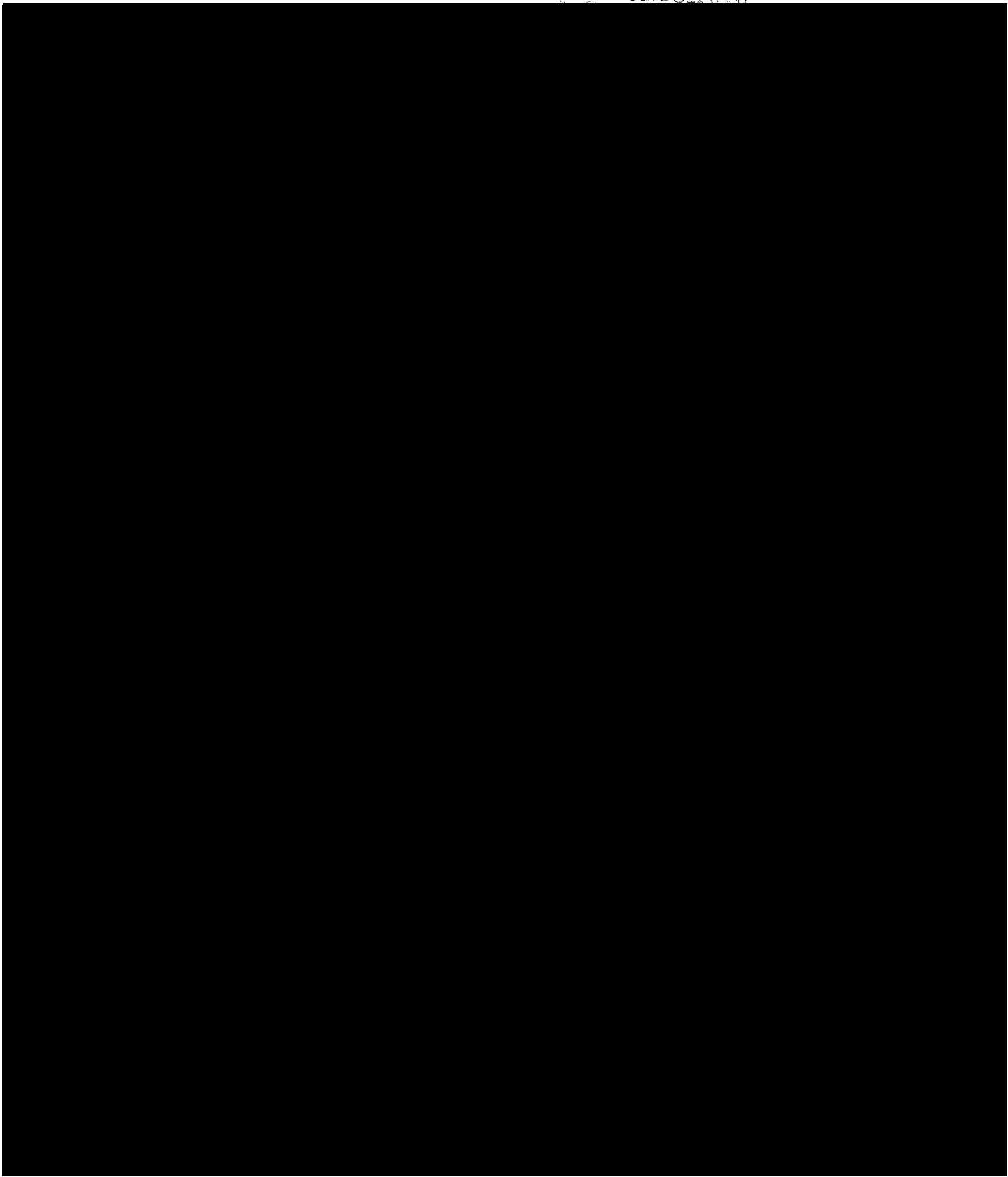
- Educational presentations, displays & tours, both on and off-site
- Science-based, objective, printed information about marijuana
- Formation of strategic alliances with patient advocacy groups, caregivers, administrators, service and residential centers, publications, websites & marijuana-oriented social media
- Live & video lectures by noted marijuana researchers & experts
- Sponsorship of events such as health fairs, green living expos, senior conferences, AIDS prevention, etc.

Past HHC experience shows that 90% of new patients arrive due to referrals from other patients or online sources. Therefore, a robust website and social media presence, and a new patient referral program, will be key parts of our marketing plan. The existing HHC website (harborsidehealthcenter.com), Facebook, Twitter, Instagram and other social media accounts, and strategies for interacting with them, will provide a strong foundation for new versions adapted to the needs of MA.

The Green Heart website will be search engine optimized to enable patients searching for medical marijuana-related terms to easily find us, will include our full menu (behind a password-protected wall), and will enable remote browsing and ordering of medicine for onsite pickup or delivery. A loyalty program will be implemented to retain existing patients and incentivize them to refer new patients.

Careful monitoring by HHC over several years has determined that paid, mass media advertising is mostly ineffective at reaching patients. For this reason, and out of sensitivity to the larger community, paid advertising will play only a small role in our plans. Ad buys will focus on media outlets serving the same patient communities targeted for direct outreach, complemented by media serving the overall medical marijuana community. Any ads placed will be tastefully presented, to appropriate audiences. Mass media advertising—TV, radio, newspapers—will not be utilized. No youth-oriented appeals or campaigns will ever be undertaken; all materials and strategies shall be in strict compliance with Department regulations.]

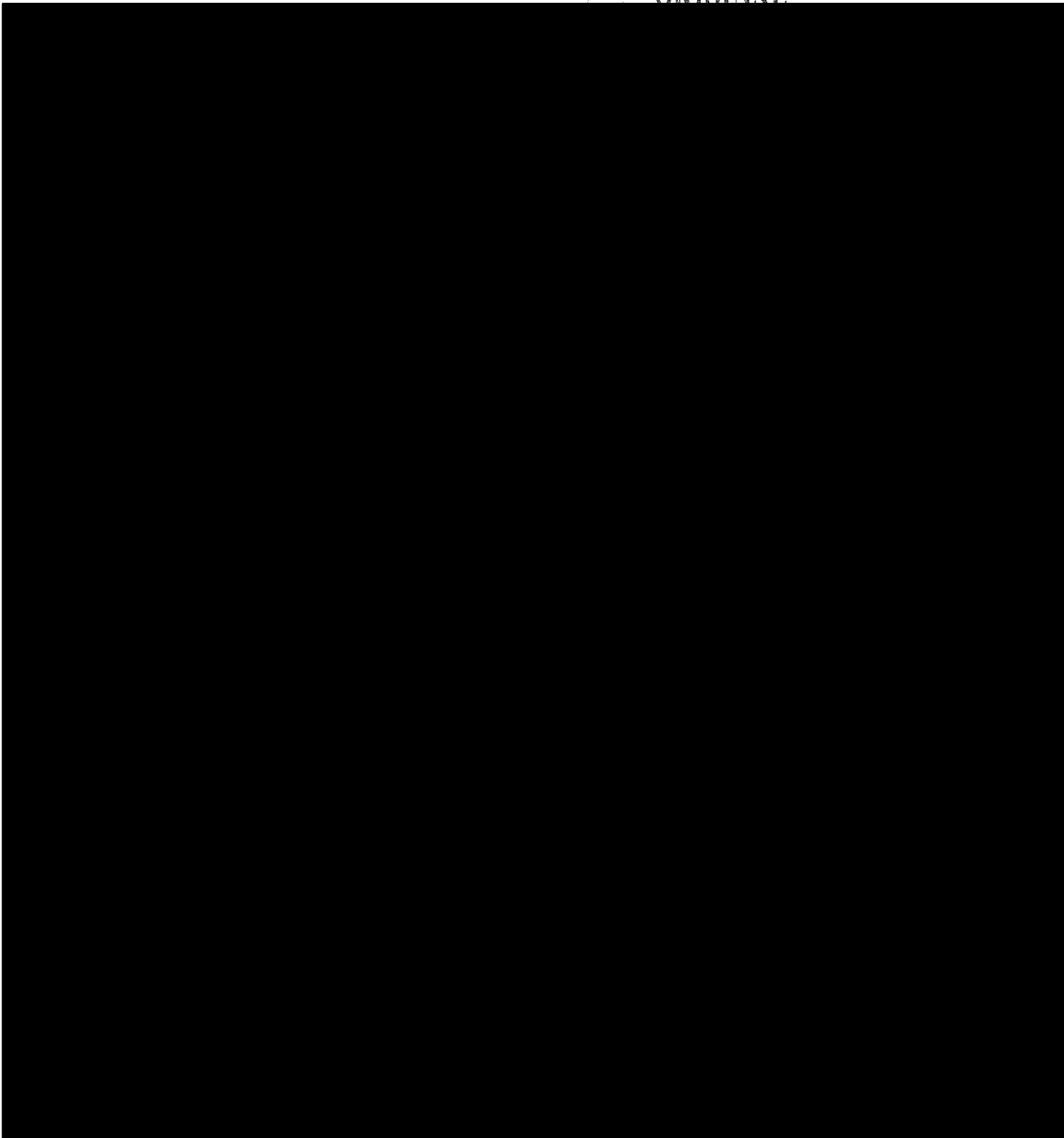
- 7.15 Describe the RMD's emergency preparedness procedures, including a disaster plan with procedures to be followed in case of fire or other emergency. Note that a copy of the safety and security procedures will be reviewed as a component of the provisional inspection process.





7.16 Describe the RMD's employee security policies, such as an employee ID/badge system and personal safety. Note that a copy of employee security policies will be reviewed as a component of the provisional inspection process.





7.17 Describe the RMD's incident management program, including policies and procedures to document, report, and manage adverse incidents, consumer complaints, operational concerns, and issues that will be reported to law enforcement and/or the Department. Note that a copy of the incident management program policies will be reviewed as a component of the provisional inspection process.

[The purpose of Green Heart Holistic Health & Pharmaceuticals, Inc. (“Green Heart”)'s incident management program is to outline the procedures for reporting:

- Theft, loss and vandalism of RMD property or private property located on the premises.
- Malicious or unauthorized use of company equipment or facilities.
- Allegations of employee misconduct.
- Bomb threats to RMD facilities.
- Assaults, attacks, molestation or threats upon employees while on RMD property or in the performance of their work.

Security incidents should be reported in order to:

- Provide information to Management for decision-making process.
- Recover lost or stolen property.
- Obtain restitution for losses.
- Aid in the formulation of risk reduction practices, policies and procedures.

Reporting to the Police Department

In a non-emergency incident or when life/safety is not a concern, Safety personnel are required to work with the GM prior to reporting a relevant security incident to the police.

Any incident involving lost or stolen medicine must be reported to the Police Department via a police report. All reports must be made within 24 hours of becoming aware of the theft or loss.

Incident Report Classifications

Each Security Incident Report must be classified using one of the following:

- Any security incident/law violation which may result in the dismissal or prosecution of employee(s)
- Alarm/False – Fire
- Alarm/False – Security
- Arrests by law enforcement
- [Physical] assault, attack, molestation of employees while at RMD or in the performance of their work
- [Verbal] assault or threats to employees while at RMD or in the performance of their work
- Break & Enter – Building
- Confrontations between staff and others
- Damaged Property – malicious or extensive
- Disturbance – Employee/Contractor/Visitors
- Drug Abuse
- Fire
- Injuries to staff, contractors, visitors, patients
- Incidents involving homicide, weapons, hostages, sabotage, explosions or hazardous chemicals
- Lost or stolen medicine [MUST BE REPORTED TO THE POLICE DEPARTMENT]
- Misuse of company information and data processing where financial gain or damage to the RMD is involved
- Robbery – Armed/Unarmed, or attempted robbery committed at RMD, or of an RMD agent in the course of company business, regardless of whether anything was taken
- Sexual Incident – Harassment/Assault/Obscene Call/Other

- Suspicious Person – Contacted
- Suspicious Person – No Contact
- Suspicious Vehicle – On Site
- Maintenance problem – lights out, broken locks, water leaks, broken windows, etc.
- Misc.
- Natural Disasters
- Potential Fire Hazards
- Open Doors and Windows
- Strange Odors
- Unlock Request
- Unsafe Condition

All security incidents listed above should be reported to the GM. Follow-up reports should be submitted concerning any significant developments relating to the incident. All incidents should be formally closed.

Basic Investigations

- First conduct a verbal investigation with whoever is involved. Talk to others who may be involved or who were named in the initial inquiry, witnesses, etc. Once the verbal investigation is complete, review the cameras and attempt to narrow down who is involved.
- All work-related accidents will be investigated in a timely manner.
- The GM is responsible for accident investigation; other management will be involved as needed.
- Accident investigations will be documented through the use of Incident Reports. These forms should be completed with all appropriate information.
- Extra attention should be paid to the cause of an accident and the action to correct any unsafe act or condition.

Correcting the Hazard and Preventing Reoccurrence

When an employee is injured due to a hazardous condition or unsafe acts, the accident will be investigated and changes will be made if necessary. This is the responsibility of the GM.

Incident Summary Log

All incidents are documented on individual Incident Reports, but they are also tracked by type, location and number of incidents on a monthly *Incident Summary*. There is one *Incident Summary* “By Type” and one “By Location.” *Incident Summaries* are completed at each month’s end and submitted to the GM along with a copy of all Incident Reports for that month.]

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: [Dan] **Last Name:** [Houston]

Title: [Director/Chief Operations Officer]

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

Daniel Houston

CHECKLIST OF REQUIRED DOCUMENTS FOR SUBMISSION IN PHASE 2

Assemble the required items for each individual application in the following order. If an exhibit is not applicable, indicate N/A on the exhibit form and submit it in order.

- Package Label (attached to the front or side of banker's box) – exhibit C
- Package Label (with original only) – exhibit C
- Bank/cashier's check for \$30,000 (with original only)
- 2 CDs (with original only)
- Sealed envelope with signed background check authorization forms and list—exhibits A1-A5 (with original only)
- List of authorized signatories—exhibit B
- Application Response Form (cover page on top)—original signed in blue ink by authorized signatory
- Organizational chart—exhibit 1.3
- List of Board of Directors (as defined on the Application Response Form)—exhibit 1.4
- List of Members of the corporation (as defined on the Application Response Form), if any—exhibit 1.5
- Corporation bylaws—exhibit 1.6
- Amended articles of organization (if applicable)—exhibit 1.7
- List of parent or subsidiary corporations, if any—exhibit 1.8
- List of references—exhibit 1.9
- List of Executive Management Team (as defined on the Application Response Form)—exhibit 2.1
- Resumes for Executive Management Team—exhibit 2.2
- One-page statement demonstrating liquid funds in an account in the name of the corporation; or in an account in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, with Letter of Commitment —exhibit 4.1
- List of individuals/entities contributing 5% or more of the RMD's initial capital—exhibit 4.2
- Capital expenses—exhibit 4.3
- Year-one operating budget—exhibit 4.4
- 3-year budget projections—exhibit 4.5



- Evidence of interest in dispensary site—exhibit 5.1
- Evidence of interest in cultivation site—exhibit 5.2
- Evidence of interest in processing site—exhibit 5.3
- Evidence of local support or non-opposition—exhibit 5.4
- Summary chart of responses to questions 5.1 to 5.4—exhibit 5.5
- RMD organizational chart—exhibit 6.1
- Proof of enrollment with the Department of Criminal Justice Information Services (DCJIS)—exhibit 6.2
- List of RMD staff, if known—exhibit 6.4
- RMD start-up timeline—exhibit 7.1
- Proposed sliding price scale—exhibit 7.12
- Certification of Assurance of Compliance: ADA and Non-Discrimination Based on Disability (original signed in blue ink)—part of Application Response Form

Addendums or attachments not specifically requested in this document or on Comm-PASS will not be reviewed.

RMD 1 (ORIGINAL)

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

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc.

Application # (if more than one): #1

	Name	Role within the Corporation
1	Dan Houston	Chief Operating Officer
2		
3		
4		
5		

RMD 1 (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: Green Heart Holistic Health & Pharmaceuticals, Inc.

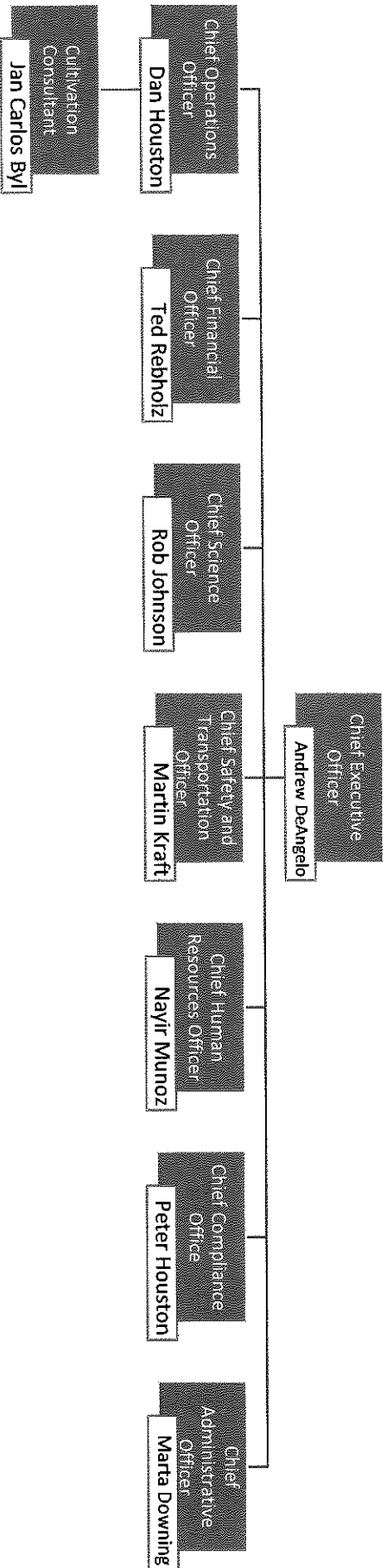
Application # (if more than one): #1

Attach organizational chart.

RMD 1 (ORIGINAL)

Organizational Charts for Executive Management Team, Registered Marijuana Dispensaries, and Cultivation Center for Green Heart Holistic Health & Pharmaceuticals, Inc.

1 - Executive Management Team Organizational Chart -



RMD 1(ORIGINAL)

**BOARD OF DIRECTORS
(Exhibit 1.4)**

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc.

Application # (if more than one): #1

	Board Role	Name	Date of Birth	Business Email	Business Address
1	President/ Chair	Andrew DeAngelo	[REDACTED]	andrew.deangelo@harborsidehealthcenter.com	Harborside Health Center 1840 Embarcadero Oakland, Ca 94606
2	Director	Daniel C. Houston	[REDACTED]	Danielchouston@me.com	Green Heart 362 Commonwealth Ave. Boston, MA 02116
3	Director	Nayir Munoz	[REDACTED]	nayir.munoz@harborsidehealthcenter.com	Harborside Health Center 1840 Embarcadero Oakland, Ca 94606
4	Director	David Weddingdress	[REDACTED]	dress@harborsidehealthcenter.com	Harborside Health Center 1840 Embarcadero Oakland, Ca 94606
5	Honorary Director	Peter Houston	[REDACTED]	peter.r.houston@gmail.com	Green Heart 362 Commonwealth Ave. Boston, MA 02116
6	Honorary Director	Marta Downing	[REDACTED]	downing.marta@gmail.com	Green Heart 362 Commonwealth Ave. Boston, MA 02116
7	Director				
8	Director				

RMD 1 (ORIGINAL)

MEMBERS OF THE CORPORATION
(Exhibit 1.5)

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

Corporation Name: N/A

Application # (if more than one): #1

A. Member as Individuals

Individual Name	Business Address	Type of Membership Rights	If Member of Other RMD, Which One?
1			
2			
3	Add more rows as needed.....		

B. Member as Corporations

Corporate Name/ Business Address	Leadership	Type of Membership Rights	If Member of Other RMD, Which One?
1	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		
2	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		
3	Add more rows as needed..... CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		

RMD 1 (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: Green Heart Holistic Health and Pharmaceuticals, Inc.

Application # (if more than one): #1

Attach bylaws.

**By-Laws of
Green Heart Holistic Health & Pharmaceuticals, Inc.**

Section I. Articles of Organization, Location, Corporate Seal, and Fiscal Year

1.1 Articles of Organization. The name and purpose of the Green Heart Holistic Health & Pharmaceuticals, Inc. (herein referred to as "the corporation") shall be as set forth in its Articles of Incorporation. These By-Laws, the powers of the corporation and of its directors and officers, and all matters concerning the conduct and regulation of its affairs of the corporation shall be subject to such provisions in regard thereto, if any, as set forth in the Articles of Organization as from time to time in effect.

1.2 Purpose. The corporation has been organized to operate exclusively for charitable purposes, including but not limited to providing educational, scientific, and medical services to its clients and will engage in related activities allowed under M.G.L. c. 180 et seq., and the regulations promulgated thereunder.

1.3 Location. The principal office of the corporation in the Commonwealth of Massachusetts shall initially be located at the place set forth in the Articles of Organization of the corporation. The directors may change the location of the principal office in the Commonwealth of Massachusetts effective upon filing a certificate with the Secretary of the Commonwealth.

1.4 Corporate Seal. The directors may adopt and alter the seal of the corporation.

1.5 Fiscal Year. The fiscal year of the corporation shall end on the 31st of December each year unless the directors change the fiscal year by filing a certificate with the Secretary of the Commonwealth.

1.6 Annual Meeting. The annual meeting of the corporation shall be held not later than the last day of December at such time and place, as the directors shall designate.

Section 2. No Members

The corporation shall not have members. Any action or vote required or permitted by M.G.L. c. 180 et. Seq., to be taken by members shall be taken by action or vote of the same percentage of the board of directors in accordance with M.G.L. c. 180, §3.

Section 3. Sponsors, Benefactors, Contributors, Advisors, Friends of the Corporation, Etc.

The directors may designate certain personas or groups of persons as sponsors, benefactors, contributors, advisors, honorary and/or emeritus directors, committees, or friends of the corporation or such other titles as they deem appropriate.

Section 4. Board of Directors

4.1 Powers. The corporation shall have a board consisting of directors who shall have the power and duties of a board of directors under Massachusetts law. The directors shall be responsible for the general management and supervision of the business and affairs of the corporation.

4.2 Number and Election. The number of directors shall initially be determined by those persons named in the Articles of Organization of the corporation and shall act as the initial board of directors of the corporation. Thereafter, the directors shall consist of a number not less than three (3) and not more than nine (9) and shall be elected by the majority of the directors then in office at the annual meeting or at a special meeting called for the purpose of electing directors. In the event of the occurrence of any vacancy or vacancies in the board of directors, however caused, the remaining directors, though less

RMD 1 (ORIGINAL)

than three (3) directors, may, by the vote of majority of their number, fill any vacancy or vacancies for the unexpired term. The number of directors may be increased or decreased from time to time by two-thirds (2/3) vote of a majority of directors then in office.

4.3 Term of Office. Directors shall hold office for staggered one (1) year terms or until the director sooner dies, resigns or is removed. Directors shall be assigned terms by the board of directors upon their election so that approximately one-third of the board stands for election each year.

4.4 Regular Meetings. The directors shall meet annually on the date of the annual meeting or at such earlier or later date as the directors may determine from time to time. Other regular meetings of the directors may be held at such places and at such times as the directors may determine.

4.5 Special Meetings. Special meetings of the directors may be held at any time and at any place when called by the chairman of the board of directors (or if there be no such chairman, the president) or by two or more directors.

4.6 Notice of Meetings. Notice of the time and place of each meeting of the directors shall be given to each director by mail, facsimile or electronic transmission at least seven days before the meeting addressed to him at his usual or last known business or residence address. Whenever notice of a meeting is required, such notice need not be given to any director if a written waiver of notice, executed by him (or his authorized attorney) before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither such notice nor waiver of notice need specify the purpose of the meeting, unless otherwise required by law, the Articles of Organization or these By-Laws.

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

4.8 Action by Vote. When a quorum is present at any meeting, a majority of the directors present and voting shall decide any question, including election of officers, unless otherwise provided by law, the Articles of Organization, or these By-Laws.

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

4.10 Presence Through Communications Equipment. Unless otherwise provided by law or the Articles of Organization, members of the board of directors may participate in a meeting, except for the annual meeting, of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 5. Officers and Agents

5.1 Number and Qualification. The officers of the corporation shall be a president, vice-president, treasurer, clerk and such other officers, if any, as the directors may determine. The corporation may also have such agents, if any, as the directors may appoint. An

RMD 1 (ORIGINAL)

officer may, but need not, be a director. The clerk shall be a resident of Massachusetts unless the corporation has a resident agent duly appointed for the purpose of service of process. A person may hold more than one office at the same time. If required by the directors, any officer shall give the corporation a bond for the faithful performance of his duties in such amount and with such surety or sureties as shall be satisfactory to the directors.

5.2 Election. The president, vice-president, treasurer and clerk shall be elected annually by majority vote of the directors. Other officers, if any, may be elected by the directors at any time.

5.3 Tenure. The president, vice-president, treasurer and clerk shall each hold office until the directors have chosen a successor, and each other officer shall hold office as specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, or is removed. Each agent shall retain his authority at the pleasure of the directors.

5.4 Chairman of the Board of Directors. After a chairman of the board of directors is elected, he shall preside at all meetings of the directors except as the directors shall otherwise determine, and shall have such other powers and duties as may be determined by the directors.

5.5 President and Vice Presidents. The president shall have such duties and powers as the directors shall determine. The president shall have and may exercise all the powers and duties of the vice-president during the absence of the vice-president or in the event of his inability to act.

The vice president shall be the chief executive officer of the corporation and, subject to the control of the directors, shall have general charge and supervision of the affairs of the corporation. If no chairman of the board of directors is elected, the vice president shall preside at all meetings of the directors, shall have such duties and powers as the directors shall determine.

5.6 Treasurer. The treasurer shall be the chief financial officer and the chief accounting officer of the corporation. He shall be in charge of its financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof. He shall also be in charge of its books of account and accounting records, and of its accounting procedures. It shall be the duty of the treasurer to prepare or oversee all filings required by the Commonwealth of Massachusetts, the Internal Revenue Service, and other federal or state agencies. He shall have such other duties and powers as designated by the directors or the president.

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

Section 6. Resignations, Removals, and Vacancies

6.1 Resignations. Any director or officer may resign at any time by delivering his resignation in writing to the chairman of the board, if any, or the president or the clerk or to the corporation at its principal office. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

6.2 Removals. A director may be removed with or without cause by a two-thirds (2/3) vote of a majority of the directors then in office (not including himself). An officer may be removed with or without cause by the vote of a majority of the directors then in office (not including himself). A director or officer may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him on the occurrence of any of the following events:

(a) upon a good faith finding by the directors of (i) the failure of such director or officer to perform his assigned duties for the corporation, (ii) dishonesty, gross negligence or willful misconduct, or (iii) the conviction of, or the entry of a pleading of guilty or nolo contendere by such director or officer to, any crime involving moral turpitude or any felony;

(b) upon any period of inactivity on the part of such director or officer for the preceding twelve month period prior to such removal as determined by the directors in their reasonable discretion; and

(c) upon the disability of such director or officer. As used in this section, the term "disability" shall mean the inability of such director or officer, due to a physical, emotional or mental disability, for a period of one hundred and twenty (120) days, whether or not consecutive, during any three hundred and sixty (360) day period to perform his assigned duties for the corporation. A determination of disability shall be made by the directors in their reasonable discretion.

6.3 No Right to Compensation. No director or officer resigning, and (except where a right to receive compensation shall be expressly provided in a duly authorized written agreement with the corporation) no director or officer removed, shall have any right to any compensation as such director or officer for any period following his resignation or removal, or any right to damages on account of such removal, whether his compensation be by the month or by the year or otherwise; unless the directors shall, in their discretion, provide for compensation.

6.4 Vacancies. Any vacancy in the board of directors, including a vacancy resulting from the enlargement of the board, may be filled by the directors by a two-thirds (2/3) vote of a majority of the directors then in office. The directors shall elect a successor if the office of the president, treasurer or clerk becomes vacant and may elect a successor if any other office becomes vacant. Each such successor shall hold office for the unexpired term and in the case of the president, treasurer and clerk until his successor is chosen and qualified, or in each case until he sooner dies, resigns, or is removed. The directors shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number.

Section 7. Committees

7.1 Committees. The directors may elect or appoint one or more committees and may delegate to any such committee or committees any or all of their powers, provided that any committee to which the powers of the directors are delegated shall consist solely of directors. Unless the directors otherwise determine, the Executive Committee (if any)

RMD 1 (ORIGINAL)

shall have the power to act on all matters requiring prompt action between meetings of the directors except for such matters as are specified in Section 55 of Chapter 156B. Unless the directors otherwise designate, committees shall conduct their affairs in the same manner as is provided in these By-Laws for the directors. The members of any committee shall remain in office at the pleasure of the directors.

Section 8. Execution of Papers

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

Any recordable instrument purporting to affect an interest in real estate, executed in the name of the corporation by the president or the vice president, shall be binding on the corporation in favor of a purchaser or other person relying in good faith on such instrument, notwithstanding any inconsistent provisions of the Articles of Organization, By-Laws, resolutions or votes of the corporation.

Section 9. Compensation; Personal Liability

9.1 Compensation. Except as otherwise provided in Section 6.3, directors shall be entitled to receive for their services such amount, if any, as the directors may determine, which may include expenses of attendance at meetings. Directors shall not be precluded from serving the corporation in any other capacity and receiving compensation for any such services.

9.2 No Personal Liability. The directors and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the corporation, may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

Section 10. Indemnification

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served at any time as a director, executive director, president, vice president, treasurer, assistant treasurer, clerk, assistant clerk or other officer of the corporation, or at its request as a director or officer of any organization, or at its request in any capacity with respect to any employee benefit plan, and may indemnify an employee or other agent who has so served, against all liabilities and expenses, including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a director or officer (or in any capacity with respect to any employee benefit plan), except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan), in the best interest of the participants or beneficiaries of such employee benefit plan; provided, however, that as to any matter disposed of by a compromise payment by such person,

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pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise and indemnification shall be approved:

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

If authorized in the manner specified above for compromise payments, expenses including, but not limited to, counsel fees, reasonably incurred by any such person in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of (a) an affidavit of such individual of his good faith belief that he has met the standard of conduct necessary for indemnification under this Section, and (b) an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized by law or under this Section, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

The right of indemnification hereby provided shall not be exclusive of or affect any rights to indemnification to which corporate personnel other than the persons designated in this Section may be entitled by contract, by vote of the board of directors, or otherwise under law.

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

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

Section 11. Amendments

These By-Laws may be altered, amended or repealed by a two-thirds (2/3) vote of a majority of the directors then in office.


Section 12. Activities

12.1 Investments. The corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the board of directors, without being restricted to the class of investments which a trustee is or may hereafter be permitted by

RMD 1 (ORIGINAL)

law to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the Internal Revenue Code of 1986, or the corresponding provisions of any subsequent federal and Massachusetts income tax laws, or M.G.L. c. 180.

12.2 Exempt Activities. Notwithstanding any other provision of these By-Laws, no director, officer, employee, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization under the Internal Revenue Code of 1986 and the Regulations promulgated thereunder, or under the corresponding provisions of any subsequent federal and Massachusetts income tax laws and regulations, or M.G.L. c. 180.


8/19/13
incorporator



073

The Commonwealth of Massachusetts

A TRUE COPY ATTEST
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE 11/20/13 CLERK

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

CERTIFICATE OF CHANGE OF DIRECTORS OR OFFICERS OF NON-PROFIT CORPORATIONS (General Laws, Chapter 180, Section 6D)

I, Marta Downing, Clerk

of Green Heart Holistic Health & Pharmaceuticals, Inc.,

having a principal office at 366 Commonwealth Avenue, Boston, Massachusetts 02115,

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential address, and expiration of term of each director and the president, treasurer and clerk are as follows:

Table with 4 columns: NAME, RESIDENTIAL ADDRESS, EXPIRATION OF TERM OF OFFICE. Rows include President (Andrew DeAngelo), Treasurer (Peter Houston), Clerk (Marta Downing), Vice-President (Daniel Houston), and Directors (Daniel Houston, Nayir Munoz, Andrew DeAngelo, David Wedding Dress).

RECEIVED
NOV 20 2013
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION
2013 NOV 20 PM 3:53

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 November, 20 13

[Handwritten signature]

, Clerk.

*Delete the inapplicable words.
**Please provide the name and residential address of the assistant clerk if he/she is executing this certificate of change.

Y-19-2013

RMD 1 (ORIGINAL)

PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)

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

Corporation Name: Greenheart Holistic Health and Pharmaceuticals, Inc.

Application # (if more than one): #1

Corporation Name	Chief Executive Officer	CEO Business Phone & Email	Corporation's Board Officers	Corporate Relationship to Applicant
1			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:	

RMD 1 (ORIGINAL)

REFERENCES
(Exhibit 1.9)

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc. Application # (if more than one): #1

Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1 Troy Dayton	415-509-3887 Troydayton@arcviewgroup.com	CO-Owner of ArcView Group	7/2008-present
2 Henry Wykowski	415-788-4545 hgw@wykowskilaw.com	Harborside Health Center's Attorney	6/2010-present
3 Hank Levy	510-652-1000 ext 305 hank@hanklevycpa.com	CEO of The Levy Group	9/2010-present

RMD 1 (ORIGINAL)

**EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)**

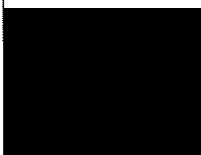
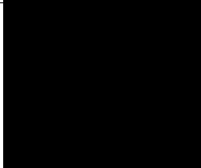
This exhibit must be completed and submitted as part of the application.

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc.

Application # (if more than one): #1

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1	Chief Executive Officer/Executive Director	Andrew DeAngelo		andrew.deangelo@harborsidehealthcenter.com 1-(510)-467-2245	1840 Embarcadero Oakland, CA 94606
2	Chief Financial Officer/Director of Finance	Ted Rebholz		tedrebholz@gmail.com 1-(650)-438-7698	1840 Embarcadero Oakland, CA 94606
3	Chief Operations Officer/Director of Operations	Dan Houston		danielchouston@me.com 1-(603)-380-0600	362 Commonwealth Ave Boston, MA 02115
4	Chief Science Officer	Robert Johnson		rjohnson@primaresearchinc.com 1-(617)-680-6965	17 Aborn Ave. Wakefield, MA 01880
5	Chief Safety and Transportation Officer	Martin B. Kraft		Pacakeman173@gmail.com 1-(617)-719-1623	362 Commonwealth Ave Boston, MA 02115
6	Chief Human Resource Officer	Nayir Munoz		Nayir.munoz@harborsidehealthcenter.com 1-(510)-207-8317	1840 Embarcadero Oakland, CA 94606

RMD 1 (ORIGINAL)

7	Chief Compliance Officer	Peter Houston		Peter.r.houston@gmail.com 1-(603)-438-4486	362 Commonwealth Ave Boston, MA 02115
8	Chief Administrative Officer	Marta Downing		martadowning@icloud.com 1-(603)-781-8046	362 Commonwealth Ave Boston, MA 02115

RMD 1 (ORIGINAL)

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

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc.

Application # (if more than one): #1

List the résumés attached:

	Title	Name
1	Chief Executive Officer/ Executive Director	Andrew DeAngelo
2	Chief Financial Officer/Director of Finance	Ted Rebholz
3	Chief Operations Officer/Director of Operations/Other	Dan Houston
4	Chief Science Officer	Robert Johnson
5	Chief Safety and Transportation Officer	Marty B. Kraft
6	Chief Human Resource Officer	Nayir Munoz
7	Chief Compliance Officer	Peter Houston
8	Chief Administrative Officer	Marta Downing

Andrew DeAngelo

Phone 510-467-2248

WORK EXPERIENCE:

November 2012-Present Harborside Health Center Oakland/San Jose, Ca.
Director of Operations

Harborside Health Center is a comprehensive medical cannabis dispensary, offering medical cannabis products, retail accessories, free holistic health services and classes, and free medicine for low income patients. During the FYE 2013, Harborside experienced 372k patient visits and \$30.6M in sales.

February 2010-Present Harborside Health Center Oakland/San Jose, Ca.
Board of Directors, Treasurer

February 2010-November 2012 Harborside Health Center Oakland/San Jose, Ca.
General Manager/Finance Director

October 2006-February 2010 Harborside Health Center Oakland/San Jose, Ca.
Inventory Manager

January 2001-November 2005 Chapman University Orange, Ca.
Professor in Communications/Theatre/Film

Chapman University is a fully accredited private Liberal Arts University located in Orange, Ca. The University has won numerous honors and is best known for its outstanding Department of Film and Television

November 1998-September 2000 The Thirsty Dog Prague, Czech Republic
Co-Owner/Operator

The Thirsty Dog is a restaurant and pub located in Prague, Czech Republic

September 1994-November 1998 Ecolution, Inc Washington, D.C.
Director of Sales

Ecolution, Inc. was a hemp clothing company owned by Steve DeAngelo and Eric Steenstra. The company produced high quality 100% hemp jeans made from hemp fabric sourced primarily from Romania and Eastern Europe and had annual sales of over \$1M

EDUCATION

RMD 1 (ORIGINAL)

American Conservatory Theatre San Francisco, Ca.
MFA in Classical Stage Acting
Accepted in 3rd year Professional Intern Program for main stage company

Chapman University Orange, Ca.
BFA in Communications
Deans List
Henry Kemp Blair Award in Department of Communications

ACTIVITIES

Member Board of Directors
California Cannabis Industry Association

Member Board of Directors
Nevada Cannabis Industry Association

Member Arc View Investment Group

Member Americans for Safe Access

Member National Organization for the Reform of Marijuana Laws

Member Emerald Growers Association

SKILLS

Leadership
Negotiation
Diplomacy
Financial Management
Team Building
Public Speaking

References available upon request

RMD 1 (ORIGINAL)

TED REBHOLZ

ted.rebholz@harborsidehealthcenter.com / +1.650.438.7698

CFO with start-up and big company experience. Strategic planner and persuasive communicator who builds scalable back-office systems. International experience. Wharton MBA.

PROFESSIONAL EXPERIENCE

HARBORSIDE HEALTH CENTER, world's largest medical cannabis company
Chief Financial Officer

Oakland, CA
Apr/11-Feb/12 & Jun/13-today

- Systems, Processes & Controls: design comprehensive policies, work flows and controls, and help evaluate systems
- Investor Relations: cultivate relationships among potential equity and debt investors, structure and close financings
- Corporate Development: identify, evaluate and consummate mergers, acquisitions and partnerships
- Partnerships & Contracts: review and approve contracts with major lessors, vendors, and business partners
- Accounting & Cash Management: design Chart of Accounts and help oversee cash positions and month-end close

BEYOND MEAT, Series C (Kleiner Perkins), post-revenue food manufacturing start-up
Chief Financial Officer

El Segundo, CA
Mar/12-Jun/13

- Strategy, Planning & Analysis: conduct departmental budget reviews, variance analyses, product profitability analyses, and long-range cash forecasting for internal and Board-level reporting
- Pricing & Contracts: review and approve contracts with customers, brokers and vendors, including pricing strategy
- Investor Relations: communicate regularly with investors and lenders, including for equipment leasing facility
- Accounting: design Chart of Accounts and oversee month-end close, inter-departmental expense allocations and calculations of accruals, charge-backs, commissions and royalties
- Systems, Processes & Control: configure new ERP (NetSuite), design comprehensive policies, work flows and controls, migrate from QuickBooks and manage third-party Systems Integrator
- Cash Management: oversee payroll (via TriNet), vendor payables, and collections
- Audit, Tax and Insurance: recruit, negotiate with and manage key vendors

WHIPTAIL TECHNOLOGIES, Series C (Ignition, RRE, Cisco), post-revenue tech start-up
Chief Financial Officer

Whippany, NJ
Apr/10-Mar/11

- Strategic Planning / Financial Modeling: forecast demand and sales; project cost trends for inputs, OpEx and research; develop product and pricing strategies; assess competitive pressures; and identify staffing and cash needs
- Fundraising / Investor Relations: prepared materials, presented to investors, managed due diligence, and negotiated term sheets; closed \$1.5 million from institutional investors, family and friends
- Accounting: improved Quickbooks-based info into an "investor-ready" condition, and approved monthly closings
- Lender & Vendor Negotiations: secured better pricing and payment terms with suppliers
- Partnership Development: negotiated contracts with several sales channel partners to accelerate customer adoption

RMD 1 (ORIGINAL)

PORTS AMERICA, private equity-backed seaport terminal operator (\$2 billion)
Director, Corporate Finance

San Francisco, CA
Oct/07-Mar/10

- Recruited by PE owners, reported to CFO, with project reporting to CEO, COO, CIO and business unit leaders.
- Financial Planning & Analysis: improved week-by-week P&L and Cash Flow forecasting tool for largest business asset (\$200 million revenue), communicating projections and results to executives, owners, lenders and auditors.
- Corporate Strategy & Development
 - Worked directly with all seven operating units to identify and quantify all growth opportunities and risks over five-year timeframe. Built financial model and presented results to guide strategic planning.
 - Negotiated a new JV with the world's fourth-largest marine carrier, to jointly own and operate several subsidiaries.
 - Developed business case shift from a major in-house IT solution to a third-party substitute. Considered impacts to service levels, implementation, cash flow and bank reporting. Recommendation gained unanimous Board approval.
- Sample Transactions & Capital Investments
 - Secured \$30 million lease financing facility for wide range of new equipment units, working with operations, maintenance and technology staff, and evaluating bids from seventeen lessors.
 - Led the valuation for the winning bid on a 50-year seaport terminal concession. Developed and evaluated investment scenarios, worked with SMEs, and facilitated discussions with executives, lenders and investors.

PARSONS BRINKERHOFF, M&A services to investors in capital-intensive industries
Principal Consultant

Washington, DC
Jun/06-Oct/07

- Analysis & Team Management. Led 3- to 27-person diligence teams responsible for evaluating macro, customer, competitor, capital investment, regulatory and operations issues. Managed client projects up to \$1+ million.
- Business Development. Cultivated leads, winning two new clients. Negotiated contract terms.

VISA U.S.A., INC., Technology / Financial Services
Senior Manager, Strategy & Corporate Development

San Francisco, CA
Jan/00-Feb/02

- Evaluated market opportunities for potential payments-related investments, focusing on technological capabilities, potential customer adoption, regulatory environment, competitors and potential targets.
- Developed business case to create a new joint venture with several global banks. Performed financial analysis of start-up costs, revenues and investor returns. Resulted in founding of new cross-border financial services company.
- Built financial modeling tools to illustrate incremental revenue and costs impacts of new product to banks and retailers. Performed sales staff training efforts. Led to adoption of new financial services product by major banks and retailers.

MITCHELL MADISON GROUP, Strategy consulting
Business Analyst

San Francisco, CA
Oct/98-Jan/00

- Supported project teams with research and analysis into market size and operational issues in multiple industry sectors.
- Managed a 10-person client team to on-time implementation of new customer service program for a cellular provider.

RMD 1 (ORIGINAL)

FELLOWSHIPS & INTERNSHIPS

WASHINGTON, DC, Department of Transportation (DDOT)
Public Finance Consultant

Washington, DC
Summer 2005

- Evaluated the impact of a pilot project (\$8.5M in public spending) to rejuvenate blighted neighborhood retail corridors.

WHITE HOUSE, Office of Management and Budget
Graduate Assistant, International Affairs Division

Washington, DC
Summer 2004

- Evaluated \$1 billion in federal anti-narcotics spending, resulting in performance measurement improvements.
- Negotiated with agencies to rationalize U.S. presence overseas, resulting in shift of 200 FTEs to lower-cost locations.

KREDITANSTALT FÜR WIEDERAUFBAU (KFW), Bi-lateral development bank
Fellow, Robert Bosch Foundation, Program for Future American Leaders

Frankfurt and Ankara
Aug/02-Aug/03

- Selected for the Robert Bosch Foundation's one-year fellowship program on international relations and commerce.
- Developed recommendations for private sector participation in water sector development projects.
- Managed launch of €20 million fund to support small business lending in Turkey, resulting in on-time start and EU ambassador approval for doubling fund.

EDUCATION

THE WHARTON SCHOOL, UNIVERSITY OF PENNSYLVANIA
Master of Business Administration

Philadelphia, PA
May 2006

- Academic: GMAT 720 (96th percentile); Teaching Assistant for Management Communications
- Awards: Frederick Banks Fellowship; Morgenthau Fellowship; Symonds Scholarship; Boren Fellow (U.S. DoD)
- Activities: Organizer, Social Impact Management Conference (Net Impact)

SCHOOL OF ADVANCED INTERNATIONAL STUDIES, JOHNS HOPKINS UNIVERSITY
Master of Arts, International Relations, concentration in Southeast Asian Studies

Washington, DC
May 2006

- Academic: GPA 3.6/4.0; Research Assistant, 2005 Asian Studies Crisis Exercise
- Awards: Freeman Foundation Scholarship; W. John Keeney Scholarship; and Walter Mode Scholarship
- Activities: Organizer, SAIS-Wharton Joint Program 25th Anniversary; Participant, 2005 Crisis Simulation Program

COLUMBIA UNIVERSITY
Bachelor of Arts, Economics-Philosophy

New York, NY
May 1998

- Academic: GPA 3.6/4.0; Dean's List (seven of eight semesters)
- Awards: Harold Korzenik Scholarship; bronze medal, '95 EARC men's lightweight freshman crew
- Activities: Resident Advisor; worked various part-time jobs throughout school year

PERSONAL

- Hobbies include trail running, backcountry skiing and hiking, and vegan cooking

Daniel C. Houston

Danielchouston@me.com

Summary of Qualifications

Extensive knowledge of sale, account acquisitions, and business management.

Proficient at developing successful sale techniques resulting in increasing sales revenue.

Consistently meet and exceed sales quotas.

Experience

PHB Computer Services INC. (president)

1987-1991

Launched business in basement during college. Started with creation and distribution of laser printer toner cartridges, expanding business into being the main distributor of cables and community products. Became exclusive distributor of cables by AESPINC, a previously public traded company. Sold company to The Nashua Corporation, at the time a fortune 500 company with over 100 employees with a 24 hour production line.

President NSH INC. D/B/A BBB

1992- Present

founder of bicycle retail business, in charge of 20 employees total and averaging 1.8 million on a yearly basis.

Director of Sloan's Brook Estates LLC.

1999-2000

Responsible for residential development, purchasing of properties, gaining building permits, building and selling homes.

President of Portsmouth Cycle Center Inc.

2001-Present

President & founder of Papa Wheelies Bicycle Shop. In charge of over 25 specializing in bike sales and bicycle repairs. Accumulating an average sale revenue of over 1.7 million.

President of Houston Holdings LLC. (managing director)

2001-Present

Responsible for the purchase and maintenance of numerous commercial properties, included but not limited to; facilities general maintenance, construction, property landscaping, plowing, and tenant management and invoicing.

Philanthropic Missions

David Barrows Adventure Fund (Non-profit)

2000-Present

Part of the board of directors, member of Great Piscataqua Community Foundation. Have an annuity that give grants yearly to help youth at risk and special olympics in NH.

Best Buddies International

1999-Present

One year on board of Directors. In 2001 I continued to help with organization of events including New England, Washington D.C., and California. Along with helping with organizations for events I also am responsible for a "buddy" with mental intellectual disabilities. For the last twenty year I have been visiting best buddy events throughout the United States along with David by my side taking part in rides and supporting the mentally challenged community.

Youth Ice Hockey Coach

1998-2000

In charge of coaching level 4 USA hockey players.

Johnson, RW
Chief Research Officer
Green Heart Holistic Health and Pharmaceuticals, Inc.

CURRICULUM VITAE
Robert W. Johnson
November 1, 2013

CURRENT ADDRESS

17 Aborn Avenue
Wakefield, MA 01880 USA
Tel: 617.680.6965

E-Mail: rjohnson@primaresearchinc.com

BUSINESS INTERESTS

Biopharmaceutical and medical device industry organizational leadership, clinical trial execution, operations, quality and compliance excellence, program and project management, relationship and stakeholder management

EDUCATION

Trinity College
Hartford, CT
Bachelor of Science in Biology

INDEPENDENT RESEARCH EXPERIENCE

11/2001 - present **President/CEO**
 Prima Research, Inc.
 Wakefield, MA

Established and expanded independent monitoring business into private, full service Contract Research Organization with national and international presence.

Director and Project Management activities include planning and implementing team/company objectives; creating, reviewing and implementing clinical SOPs; organizing, communicating and evaluating clinical team objectives; selecting and managing CRO/vendors to help achieve high quality results; developing study-related documents (e.g., budgets, protocols, investigator files and informed consent documents); reviewing and negotiating clinical study agreements/budgets, invoices, institutional review board (IRB) approvals and site visit reports; maintaining positive relationships with sponsors, investigators, medical research staff and outside consultants; ensuring sufficient resources are available for assigned projects and resolution of project conflicts and issues; training, supervising and assessing clinical team members; analyzing, summarizing and reporting of clinical data for regulatory and marketing purposes.

Monitoring activities include full service identification and qualification of investigators through study close-out.

Extensive experience with multiple Electronic Data Capture (EDC) platforms and areas of utilization as well as paper Case Report Forms (CRF) for data collection.

Special interests in leadership for scalable process reengineering/improvement initiatives, technology utilization for improved efficiency and quality, research on research modeling.

Projects/Clients include:

Ophthalmic Research Associates, Inc. (Interim Monitoring Director:
Pharmaceutical: Dry Eye, Allergy, Anti-Infective, Phase II-IV)

Genexion Clinical Management / Asubio Pharmaceuticals, Inc. (US
Monitoring Lead: Pharmaceutical: Cachexia in COPD, Phase IIb)

MedImmune, Inc. (Project Manager: Pharmaceutical: Pediatric RSV prophylaxis,
Phase IV: Asthma, Phase II)

Serenity Pharmaceuticals, Inc. (Project Manager: Pharmaceutical: Nocturia,
Phase III)

Molecular Insight Pharmaceuticals, Inc. (Project Manager: Pharmaceutical:
Oncology, Cardiac Imaging, Phase II)

Dana Farber Cancer Institute (US Monitoring Manager: Pharmaceutical:
Multiple Myeloma, Phase III)

Yale University (IDE Consultant/Monitor: Pharmaceutical: T-cell depletion for
prevention of GVHD, Phase II)

Verualis Pharmaceuticals, Inc. – United Kingdom (US Monitoring Lead:
Pharmaceutical: Diabetic Peripheral Neuropathic Pain, Phase II)

Marshall Edwards Proprietary, Ltd. - Australia (Monitoring Lead:
Pharmaceutical: Prostate Cancer & Gynecologic Cancer, Phase II)

Neuren Pharmaceuticals (Pharmaceutical: Traumatic Brain Injury and Rett
Syndrome, Phase II, Unblinded Pharmacy CRA)

Glaukos Corporation (Medical Device: Glaucoma, Phase III/IV)

Novartis Institutes for BioMedical Research (Pharmaceutical: Ophthalmology,
Neurology and Respiratory, Phase II)

Seaside Therapeutics, Inc. (Pharmaceutical: Autism and Fragile X Syndrome,
Phase II/III)

BioDelivery Sciences International (Pharmaceutical: Opioid Dependence,
Psychology Phase II)

Exelixis, Inc./Cmed, Inc. (Pharmaceutical: Prostate & Ovarian Cancer, Phase II)

Onyx Pharmaceuticals/Cmed, Inc. (Pharmaceutical: Hematological
Malignancies, Phase I/IIb)

Chugai Biopharmaceuticals, Inc. – Japan (Pharmaceutical: Cardiovascular,
Prevention of Restenosis, Phase III)

CNF Pharma, LLC (Medical Device: Fentanyl ePatch, Phase I conducted in Nottingham, UK)
(Medical Device: Percutaneous Hepatic Perfusion for Liver Cancer, conducted at NIH/NCI)

GlaxoSmithKline Biologicals, Inc. (Pharmaceutical: Adult and Pediatric Vaccines, Phase I – Phase IIIb)

Genentech Corporation (Pharmaceutical: Ulcerative Colitis and Relapsing Remitting MS, Phase I: Macular Degeneration, Phase II: Breast Cancer, Phase I)

Boston Scientific Corporation, Inc. (Medical Device: Auditory, Coronary Stent, Data Auditing, Phase III)

Alcon Laboratories, Inc. (Pharmaceutical: Macular Degeneration, Phase I. Medical Device: Intra-Ocular Lens, Phase IV)

Vertex Pharmaceuticals, Inc. (Pharmaceutical: Cystic Fibrosis, Hepatitis C, Drug-Drug Interaction, Monitoring Consultant for company transition to Electronic Data Capture)

ViroPharma Incorporated (Pharmaceutical: CMV in Allogenic Stem Cell Transplant, Phase IIb)

Avant Immunotherapeutics, Inc. (Pharmaceutical: Cardiopulmonary Bypass Surgery in Women, Phase II)

International HealthCare, LLC (Pharmaceutical: Cardiovascular, Acute Coronary Syndrome, Phase III)

Ferring Pharmaceuticals, Inc. (Pharmaceutical: Prostate Cancer, In-Vitro Fertilization, Phase II – Phase IV)

Serono, Inc. (Pharmaceutical: Relapsing Remitting MS, Phase III)

PROFESSIONAL RESEARCH EXPERIENCE

10/1998 - 11/2001 **Clinical Research Associate**
 GlaxoSmithKline Pharmaceuticals
 Collegeville, PA

Lead CRA activities include review of draft protocols for completeness and feasibility, review of draft electronic and paper CRFs for continuity and accuracy, main contact for Clinical and Monitoring staff questions, comments and concerns. Complete site monitor activities.
Projects:

- Ariflo 168 (COPD)
- C4MILES (Atrial Fibrillation - In-patient)
- PRESTO (Tranilast - Prevention of Restenosis)
- BRAVO (Lotrafiban - Prevention of Ischemic Events)
- COPERNICUS (Carvedilol - Class IV Heart Failure)

217242/082 (Proof of Concept Study)
ENCORE (Enrasentan - Class II-III Heart Failure)
145, 156, 161 (Teveten - Hypertension)

Appointments:

Cardiovascular Therapeutic Unit representative on Electronic Data Capture (EDC) Champions group for transitioning from paper CRFs to EDC

Lead CRA for C4MILES, the first RDC clinical trial in Cardiovascular Therapeutic Unit history

Co-lead CRA for PRESTO, the largest clinical trial for Re-stenosis in company history

5/1998 - 10/1998 **Clinical Research Associate**
 Oncology Protocol Office
 Massachusetts General Hospital
 Boston, MA

Responsible for coordination of clinical trials including creation and submission of regulatory documents to institution and companies; completion of source documents and case report forms; interaction with monitors and pharmaceutical company representatives to meet study specific timelines for enrollment and submission of data.

Projects: Genitourinary Oncology

6/1997 - 5/1998 **Chemistry Technician**
 V.A. Hospital Positron Emission Tomography (PET) Center
 Yale University Medical School
 West Haven, CT

ADDITIONAL EXPERIENCE

June 2013 – present **ICH-GCP Review and Training**
 Self-review of current ICH-GCP guidelines as well as multiple Sponsor provided trainings on current guidelines.
 ACRP Webinar on *GCP and Avoiding Common Mistakes Made During Monitoring Visits* (April 2011)

Spring 1997 **Intern in Physical Therapy Clinic**
 Physical Therapy and Sports Medicine Associates
 West Hartford, CT

Fall 1996 **EMT, Emergency Room Volunteer**
 Hartford Hospital
 Hartford, CT

9/1995 - 5/1996 **Teaching Assistant – Biology Laboratory**
 Trinity College
 Hartford, CT

9/1994 - 5/1997 **Resident Assistant**
 Trinity College
 Hartford, CT

Summer 1996 **Aquatic Center Supervisor/Camp Counselor**
 Brown University/Brown Swim Camp
 Providence, RI

PROFESSIONAL SOCIETIES

Member Association of Clinical Research Professionals

ACTIVITIES

Trinity College Athletics
Varsity Cross Country Team, Captain
Varsity Track Team
Varsity Swim Team

ABSTRACTS AND PUBLICATIONS

Garg PK, Ng CK, Dey HM, **Johnson RW** and Soufer R. Detection of sympathetic denervation in a congestive heart failure (CHF) model using *para*-[F-18]fluorobenzylguanidine (PFBG). Society of Nuclear Medicine

Martin B. Kraft

Sergeant Martin B. Kraft is the director of community safety and security operations for Green Heart. Sergeant Kraft has been a Boston resident for over forty (40) years and has played an active role in the community throughout that time. After graduating from Roslindale High School, Sergeant Kraft served in the U.S Army from 1971-1975, during which time he served as a sergeant in the Vietnam War. After Sergeant Kraft completed his service in the U.S. Army, he received a bachelor's degree from Northeastern University, and then went on to receive his master's degree in criminal justice from Boston University.

Sergeant Kraft has member a member of the Boston Police Department from 1983 to the present, during which time he worked his way up through the ranks working in the Drug Control Unit and the Drug Enforcement Administration. He was prompted to Detective in 1991, and eventually was prompted to his current position as Sergeant in the Administrative Supervision Operations Division. His services have touched every neighborhood in the City of Boston during his thirty (30) years of service for the Boston Police Department. Additionally, Sergeant Kraft holds certifications in OSHA safety, Hazmat Whopper, CPR, Massachusetts 911 procedures, Massachusetts criminal justice.

RMD 1 (ORIGINAL)

NAYIR MUNOZ

PHONE 510-207-8317 • [REDACTED]

OBJECTIVE

Utilize my experience in Human Resources, Management, Leadership and 6+ years in in the Medical Cannabis Industry to achieve best in class service and results in the medical cannabis industry.

WORK EXPERIENCE

November 2012 – Present Harborside Health Center Oakland and San Jose, CA
Director of Patient Services

Harborside Health Center is a comprehensive medical cannabis dispensary, offering medical cannabis products, retail accessories, free holistic health services and classes and free medicine for low income patients. During the FYE 2013, Harborside experienced 327K patient visits and \$30.6M in sales

- Oversees the management teams of Security & Safety, Patient Services, Sales, Delivery and Human Resources.
- Responsible for sales and excellence in the patient service at all phases of the patient experience.
- Sales increase of 3.7% over LY for FYE 2013 and 9% over LY for Q1 FYE 2014.
- Of 743 patient surveys independently conducted, Harborside Received a 96% satisfaction rating for the overall patient experience.

February 2010 – Present Harborside Health Center Oakland and San Jose, CA
Board of Directors, Harborside Health Center

- Currently an active member of the Harborside Board of Directors

February 2010 – November 2012 Harborside Health Center Oakland, CA
General Manager

- Accountable for the daily operations of Harborside Health Center.
- Responsible for ensuring that all policies and procedures are followed by HHC management and staff.
- Manage Harborside Health Center department managers.

August 2008 – February 2010 Harborside Health Center Oakland, CA
Human Resources Manager

- Responsible for the development and management of employment activities, salary compensation and job evaluations, benefits, promotions, and training programs for 80+ employees.
- Identify staff vacancies and recruit, interview and hire applicants.
- Provide current and prospective employees with information about policies, job duties, working conditions, wages, opportunities for promotion, and employee benefits.
- Facilitate performance management systems, disciplinary procedures, and employee separations

RMD 1 (ORIGINAL)

- Mediate employee disputes
- Developed comprehensive training materials for entry level staff positions.

July 2007 – August 2008 Harborside Health Center Oakland, CA
Inventory Specialist

- Maintain inventory integrity through training, education and reconciliation of inventories and reporting
- Train Inventory Management Staff on inventory reconciliations and control methods
- Analyze inventory and cash flow to determine and implement checks and balances
- Determine and reduce/eliminate user errors that cause inventory discrepancies
- Reduced shrinkage to 1.3% of sales

Nov 2003 – July 2007 Nordstrom San Francisco/Corte
Madera/Pleasanton/Palo Alto, CA
Store Information Manager

- Train new hires on advanced selling techniques
- Update and manage customer information in customer database
- Plan and execute rollouts of new processes, technologies and software to groups varying in size from 10 – 650 employees
- Support 500 sales employees with the use of PCs, registers and the customer database
- Manage twenty four employees in the store information group and inventory management team
- Maintain inventory integrity through training, store education and reconciliation of weekly and monthly exception reporting

Dec 2001 - Nov 2003 Cosabella San Francisco/Bay Area, CA
Visual Merchandiser and Representative

- Visit stores to gather information on product sales and issues to relay to corporate headquarters
- Identify and recommend new product opportunities
- Merchandise product to maximize sales
- Analyze sales weekly to determine product placement or training opportunities
- Conduct product information seminars

Oct 1994 – Jul 2002 Nordstrom San Francisco, CA
Assistant Manager, Sales Associate

- Interviewed, trained, and evaluated the performance of employees
- Established and maintained personal clientele
- Consistently achieved and exceeded sales goals

EDUCATION

San Francisco State University San Francisco, CA
BS in Business Administration- Computer Information Systems

RMD 1 (ORIGINAL)

Graduated: May 2003

- Graduated Magna Cum Laude

Coursework includes:

Multimedia Applications, Information Systems for Management, Microcomputer Business Applications (MS Office Suite), Information Systems Analysis and Design, and Internet and WWW for Business

ACTIVITIES AND AWARDS

- **Professional in Human Resources (PHR) Certification** received in 2011.
- **Board of Directors for Harborside Health Center** – Active voting member since 2010.
- Nordstrom Awards: Recipient of the Northern California Triangle Award for excellence in teamwork for both the 1st and 2nd Quarter of 2005. Recipient of the Northern California Support Manager of the Quarter Award, May 2005
- Vice President of Public Relations for Toastmasters International, 2004
- Vice President of Finance and Webmaster, Alpha Gamma Delta, 2000-2002
- Beta Gamma Sigma Business Honor Society, 2001-2003
- Information Management Systems Association, 2002-2003

SKILLS

- Knowledge of a variety of software including the MS Office Suite, Adobe Photoshop and Illustrator, and various email programs
- Proficient in PC and Mac platforms
- Strong interpersonal, organizational, and communication skills

References available upon request.

RMD 1 (ORIGINAL)

Peter Reuben Houston

(603) 438-4486 * peter.r.houston@gmail.com

PROFESSIONAL EXPERIENCE

McGovern, Snyder & Ganem, P.C., Boston, MA
Boutique Civil Litigation Firm, Attorney

March 2012 - Present

- Extensive courtroom experience, including conducting jury trials with expert witnesses, arguing dispositive motions, discovery motions, pretrial conferences, and small claims trials.
- Successfully manage a heavy caseload at busy litigation practice, with often more than thirty cases in active litigation at one time, by developing litigation strategies, communicating with clients, drafting legal opinions and recommendations, and conducting all forms of discovery.
- Conducted and defended hundreds of fact & expert depositions, and examinations under oath.
- Significant writing experience composing pleadings, motions, memoranda, legal opinions, discovery, 93A demand and response letters, and appellate briefs and appendixes for Superior and District Court appeals.
- Represent insurance companies, as well as variety of other clients in State and Federal Court in all aspects of complex civil litigation matters, including medical and automobile insurance fraud, premises liability, automobile liability, general liability, PIP, M.G.L. c. 93A and c. 176D violations, contracts, subrogation, and tort law. Amounts in dispute range from \$2,000 to \$3 million.
- Successfully negotiate, arbitrate and mediate complex contract and tort claims.
- Billed over 2,900 hours to date, exceeding the firm's yearly billing requirement of 1,900 hours.

Law Office of Frank F. Russell, Malden, MA
Attorney

July 2011 – March 2012

- Represented a diverse group of clients in complex civil litigation matters.
- Extensive courtroom experience conducting trials, injunction hearings, motions to dismiss, motions for summary judgment, pretrial conferences, and evidentiary hearings.
- Successfully mediated and negotiated the settlement of complex contract and tort claims.
- Prepared and drafted interlocutory and appellate briefs and appendixes for Superior and District Court appeals.
- Compose pleadings, motions, memoranda, and 93A demand letters on a range of issues including personal injury, contract law, tort law, consumer protection, landlord/tenant, construction law and other commercial litigation matters.
- Manage discovery by conducting and defending depositions, preparing interrogatories, document requests, requests for admissions and discovery responses.

Law Office of Frank F. Russell, Malden, MA
SJC Rule 3:03 Certified Student Attorney

December 2009 - June 2011

- Practice complex civil litigation on behalf of the City of Malden and the Malden Redevelopment Authority (MRA) under Supreme Judicial Court Rule 3:03.
- Accumulated over 100 hours of time in court (Superior and District), advocating on behalf of the City of Malden.
- Interview prospective clients and analyze the legal issues involved in their claims.
- Prepared pleadings, motions, and memoranda on behalf of the City of Malden and the MRA.

Ablitt & Scofield, P.C., Woburn, MA
Law Clerk, Litigation Department

May 2009- September 2009

- Performed legal research and drafted memoranda on a variety of commercial and residential real estate law.
- Prepared motions, memoranda, and discovery responses for national financial institutions.

Capstone Realty Advisors, New York, NY
Associate, Commercial Broker

September 2006-July 2008

- Serviced the real estate needs of tenants and ownerships in Midtown Manhattan by directing lease negotiations.
- Facilitated the execution of leases for over 76,200 sq. ft of commercial office space for multi-national corporations.

RMD 1 (ORIGINAL)

PROFESSIONAL AFFILIATIONS

- Member of the Bar, Commonwealth of Massachusetts
- Member of the Bar, U.S. District Court for the District of Massachusetts
- Member of the American Association of Justice & Massachusetts Association of Trial Attorneys

EDUCATION

Massachusetts School of Law, Andover, MA

Juris Doctorate, May 2011

GPA: 3.42, *Magna Cum Laude*, Top 3% of Class (Third overall in graduating class)

Board of Trustees: Student Trustee (*as well as Student Representative on the Disciplinary Committee*)

Honors: 2010 Northeast Regional Champions, American Association for Justice Trial Competition
CALI Awards (*Constitutional Law, Evidence, Appellate Writing & Advocacy, Advanced Trial Advocacy(2), Civil & Equitable Remedies, Business Associations & UCC 2,3,4,9*)

Massachusetts School of Law Trial Advocacy Team,

September 2009- June 2011

Member of the Trial Advocacy Team

- 2010 Northeast Regional Champions, American Association for Justice Trial Competition, Boston, MA.
- 2010 National Finalists of the American Association for Justice Trial competition, New Orleans, La.

University of New Hampshire, Durham, NH

Bachelor of Arts in Business Administration, May 2006

Concentration: *International Business & Economics*

Minor: *Environmental Conservation of Natural Resources*

Phillips Exeter Academy, Exeter, NH, June 2001

OTHER INTERESTS

- Avid Golfer, Hockey Player, Surfer, Skier and Musician.

MARTA W. DOWNING

PROFESSIONAL EXPERIENCE

Event Coordinator/Sales Manager **Sept 2009 – present**

- Papa Wheelies**, Portsmouth, NH – A four million dollar retail cycling business.
- ◆ Coordinated company exhibitions and event coordination for Best Buddies International, Pumpkinman Triathlon (1000 participants), Ted King Grand Fondo for Traumatic Brain Injury.
 - ◆ Managed logistics and on-site customer service for semi-annual Best Buddies rides; managed delivery and customization of \$500K worth of high end bicycles;
 - ◆ Top retail sales person.
 - ◆ Implemented and trained staff on web-based inventory system. Fluent in web based Point of Sale and Inventory management systems.
 - ◆ Develop and manage social media marketing resulting in 20% year over year growth from 2011 through 2013.

“Our Boston event was better than ever because of Marta and her team. She put her technical expertise, flawless logistical know-how and customer service savvy to happily serve our top fundraisers for our event raising over twelve million dollars. Marta takes any event to the next level without direction. Her instincts are good and she is a true self-starter.”

Anthony Shriver, CEO, Best Buddies

Sales Executive–

Pursuit Brand Equity Group, Plymouth, NH – An independent Sales Agency providing sales and marketing services for Sugoi Apparel, Vibram Five Fingers Footwear, Head Sweats, Scarpa North America, Orbea Cycles, Sole Footwear.

- ◆ Pioneered New England territory; Our team saw 100% growth year over year
- ◆ Instrumental in developing sales strategy for Vibram Five Fingers shoes and introducing barefoot running in New England, achieving agency of the year in 2010
- ◆ Provided training and education on product use and design for a new category of running into the trillion dollar running market.

“Marta’s knowledge of the outdoor apparel business, quick and creative marketing savvy, and like-ability were key to securing agency of the year for Vibram.”

Principal, Pursuit Brand Equity

RMD 1 (ORIGINAL)

Institutional Equities Trader

February 1998–March 2008
Jones & Associates
Portsmouth,
NH

Account executive institutional finance managing trading services for multiple mutual funds and hedge funds with assets of five hundred million to three billion. Including Merrill Lynch Asset Management, The Baupost Group, Adage Capital Management, Columbus Circle Asset Management

- Find contra-side naturals and negotiate block listed and OTC transactions on behalf of institutional clients
- Provide execution strategies using all available markets including NYSE, Third Market & matching networks and ECN's for institutional clients
- Implemented pairs-trading and merger arbitrage strategies for institutional clients
- Provide original, daily written morning market commentary and street research analysis for institutional traders and portfolio managers
- Provide in-depth, real time information on market trading conditions
- Maintained and developed relationships with broker/dealers, mutual funds, pension funds, hedge funds, banking institutions and financial consultants. Trained new hires
- Series 7, 63, 55

February 1995–February 1998
Downing & Company
Boston, MA

- Provided financing for low income housing
- Provided refinancing for local housing authority portfolios during favorable interest rate conditions
- Developed marketing material and prepared presentation memorandums for new issue and secondary issue security offerings
- Organized and maintained company client data base and office computers

EDUCATION

-1990

**Wesleyan
University**
B. A. Government
Middletown, CT

- Emphasis on comparative politics
- Women's varsity lacrosse 4 years, captain senior year

COMMUNITY ACTIVITIES, INTERESTS

Ski Coach for Adaptive Skiing. Coach Wounded Warriors, and outdoor enthusiasts with major disabilities with a passion for mountains. Board Member for the Friends of the Mount Washington Avalanche Center

RMD 1 (ORIGINAL)

Shareholder Mad River Glen Skiers Cooperative, finance committee
Past Board of Trustee Member Cotuit Mosquito Yacht Club
Enjoy racing road bicycles, ski mountaineering, Stand Up Paddle
Boarding. Bicycles Advocacy for Seacoast Are Bike Routes(SABR)

VOLUNTEER EXPERIENCE

Pan Mass Challenge cycling event for the Jimmy Fund
Volunteer Seacoast Crossroads homeless shelter



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

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals

Application # (if more than one): #1

Total Capital needed for this application: \$900,000

Attach one-page bank statement.



Letter of Commitment

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

Date: 11/20/2013

Name of the Corporation: Green Heart Holistic Health & Pharmaceuticals, Inc.

Name of COO/Director of the Corporation: Dan Houston

Name of Account Holder: Green Heart Holistic Health & Pharmaceuticals. Inc.

This Letter of Commitment is to ensure access to the required liquid capital to support the operations of [Green Heart Holistic Health & Pharmaceuticals, Inc.] if so approved by the Department of Public Health. The total required capital needed for this application equals \$900,000

As Chief Executive Officer/Executive Director or President of the Board of Directors of [Green Heart Holistic Health & Pharmaceuticals, Inc.], I affirm that these funds will remain in [redacted] with Peoples United Bank 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:

Print Name : Andrew DeAngelo

Date: 11/21/2013

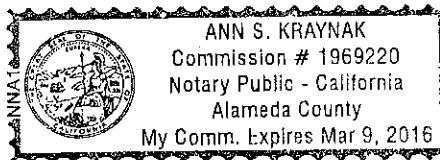
Notary Public

On this 21st day of November, 2013, before me, the undersigned notary public, personally appeared Andrew DeAngelo, proved to me through satisfactory evidence of identification, which were California DL to be the person whose name is signed on the preceding or attached document, and acknowledged to me that He signed it voluntarily for its stated purpose.

If applicable, add:

As Executive Director of Green Heart Holistic Health & Pharmaceuticals, Inc.

Signature of Notary Public



Letter of Commitment

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

Date: 11/20/2013

Name of the Corporation: Green Heart Holistic Health & Pharmaceuticals, Inc.

Name of COO/Director of the Corporation: Dan Houston

Name of Account Holder: Green Heart Holistic Health & Pharmaceuticals, Inc.

This Letter of Commitment is to ensure access to the required liquid capital to support the operations of [Green Heart Holistic Health & Pharmaceuticals, Inc.] if so approved by the Department of Public Health. The total required capital needed for this application equals \$900,000

As Chief Executive Officer/Executive Director or President of the Board of Directors of [Green Heart Holistic Health & Pharmaceuticals, Inc.], I affirm that these funds will remain in [REDACTED] with Peoples United Bank 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 COO/Director:

Daniel Houston, Director and COO

Print Name : Dan Houston

Date: 11/20/2013

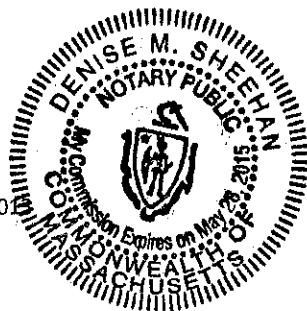
Notary Public

On this 21st day of November, 2013, before me, the undersigned notary public, personally appeared Dan Houston, proved to me through satisfactory evidence of identification, which were New Hampshire DL to be the person whose name is signed on the preceding or attached document, and acknowledged to me that He signed it voluntarily for its stated purpose.

If applicable, add:

As Director of Green Heart Holistic Health & Pharmaceuticals, Inc.

Denise M. Sheehan
Signature of Notary Public





November 21, 2013

Green Heart Holistic Health & Pharmaceuticals, Inc
366 Commonwealth Ave
Boston, MA 02115

Re: Account [REDACTED]

Dear Dan:

This letter is to state, that as of today, the balance in the above mentioned account is \$901,597.47.

Should you have any further questions, please do not hesitate to contact me at (603)772-7730.

Sincerely,


A handwritten signature in cursive script that reads "Suzanne S. Strickler".


Suzanne S. Strickler
Customer Service Manager
People's United Bank
One Center Street
Exeter, NH 03833

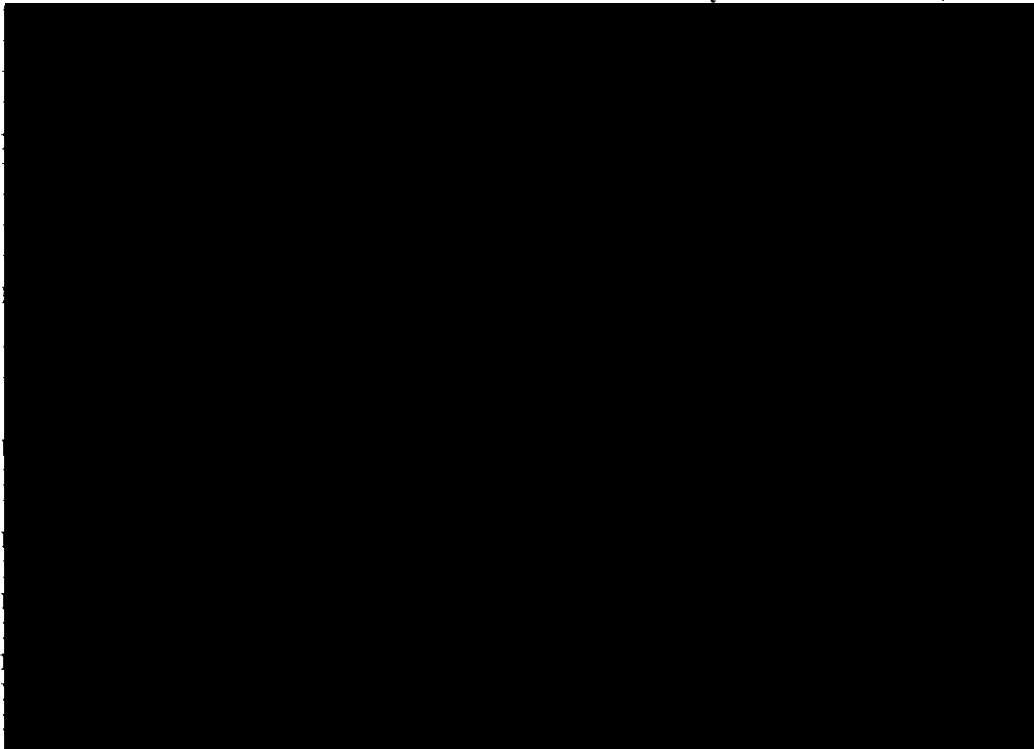


 ORIGINAL

Re: Deposit Transaction History for Green Heart Holistic Health &

Below is a detailed report of the transactions that have been posted to your deposit account  as of November 21, 2013:

Date	Check Number	Amount	Description	Balance	Status	Effective Date
			Deposit transfer	0.00	Intraday	
			Check	0.00	Intraday	
11/20/2013			Daily Balance	900,597.47		



Prepared by: Nicole O'Hara

RMD 1 (ORIGINAL)

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

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc.

Application # (if more than one): #1

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 Patients Mutual Assistance Corporation (dba Harborside Health Center)	1840 Embarcadero, Oakland, CA, 94606	\$901,597.47 100%	Cash	The Directors of this entity's Board, David Wedding Dress, Andrew DeAngelo, Nayir Munoz are also Directors of the Green Heart Holistic Health & Pharmaceuticals, Inc. Board.	n/a

RMD 1 (ORIGINAL)

CAPITALEXPENSES
(Exhibit 4.3)

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc. Application # (if more than one): **#1**

	Expense Type	Costs	Explanation of Expense
	RMDs (2)		
1	RMDs (2): Patient Safety	\$210,000	Includes items such as cameras, cabling, related computer equipment, metal detectors and labor for installation
2	RMDs (2): Leasehold Improvements	\$180,000	Includes items such as vault, plumbing, electrical, painting, labor, general contracting, designs, surveys, assessments, approvals and permits
3	RMDs (2): All other	\$60,000	Includes furniture, fixtures and equipment for staff and patients at RMDs
	Shared by RMDs (2) & Production & Processing Facility (1)		
4	Seed-to-sale software system	\$150,000	To ensure compliance and to improve production, planning and inventory management
	Subtotal, RMDs (2)	\$600,000	Includes shared expense for seed-to-sale software system
	Production & Processing Facility (1)		
5	Production & Processing Facility (1): Equipment	\$750,000	Lamps, tables and trays for bloom, vegetation and nursery rooms Furniture and tools for water, cure and trim rooms; and Equipment and fixtures for extraction and for preparing infused products, including commercial kitchen appliances
6	Production & Processing Facility (1): Safety & Other Leasehold Improvements	\$312,500	Includes cameras, cabling, related computer equipment, and labor; and non-safety upgrades, such as for power capacity, fans, eye wash and cleaning station, and a reverse osmosis machine
7	Production & Processing Facility (1): Soft Costs	\$187,500	Includes design, architectural and engineering approvals, permits and construction management
	Subtotal, Production & Processing Facility (1)	\$1,250,000	Excludes shared expense for seed-to-sale software system
	TOTAL	\$ 1,850,000	

RMD 1 (ORIGINAL)

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc. Application # (if more than one): **#1**

Budget Period: 7/1/14 to 6/30/15

Projected Number of Patients: 8,361 and Number of Visits: 50,164 (total for two RMDs)

			Year ONE Budget	Budget Notes
REVENUE				
1	Medical Marijuana sales		\$4,514,776	Includes only sales to patients at RMDs and via delivery; excludes any wholesale revenue
A	TOTAL REVENUE:		\$4,514,776	
PAYROLL EXPENSES				
				Excludes payroll expenses incurred during ramp-up period, and prior to start of year one.
Personnel Category		# FTE		
1	All RMD staff, incl Management	31.25	\$1,254,208	# FTEs is an average during year one (RMDs only). Fully-loaded costs for production and processing labor included in "Cost of Production" below.
B	TOTAL SALARIES		\$1,254,208	
C	Fringe Rate and Total	20%	\$250,842	Includes above-average, living wage, payroll taxes, Section 125 plans for health, dental and vision, 401k matching contributions, Employee Assistance Program, merit-based bonus program, workers compensation and time off for illness and vacation
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$1,505,050	
OTHER EXPENSES				
				Excludes (i) non-cash items, such as depreciation; and (ii) operating expenses incurred during ramp-up and prior to start of revenue operations in Q3 2014.
1	Cost of Production: Occupancy		\$251,231	Fully-loaded occupancy costs for single production and processing facility
2	Cost of Production: Labor & Supplies		\$1,112,597	Includes fully-loaded labor, supplies, utilities and all other non-occupancy overhead. Staff compensation includes all above-mentioned benefits and employer-paid costs.
3	Occupancy: 2 RMD Sites		\$405,800	Fully-loaded occupancy costs for two RMDs
4	Patient Outreach		\$177,429	
5	Other General & Administrative		\$300,000	License fees, bank fees, liability insurance, legal, accounting, etc.
6	Debt Service Payments		\$591,758	Interest-only payments begin 10/1/14. Fully-amortized payments begin 4/1/15.
E	TOTAL OTHER EXPENSES		\$2,838,797	
	TOTAL EXPENSES:(D+E)		\$4,343,846	
	DIFFERENCE		\$170,930	Surplus for re-investment into employee training, production, and research & development of new products for patients

RMD 1 (ORIGINAL)

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc. Application # (if more than one): #1

Fiscal Year Time Period: July 1 to June 30 Projected Start Date for the First Full Fiscal Year: July 1, 2014 (patient sales begin 9/8/14)

	FIRST FULL FISCAL YEAR PROJECTIONS 2015 (ending 6/30/15)	SECOND FULL FISCAL YEAR PROJECTIONS 2016 (ending 6/30/16)	THIRD FULL FISCAL YEAR PROJECTIONS 2017 (ending 6/30/17)
Projected Revenue	\$4,514,776	\$15,004,924	\$25,892,709
Projected Expenses	\$4,343,846	\$8,462,884	\$12,682,323
SURPLUS FOR RE-INVESTMENT¹:	\$170,930	\$6,542,039	\$13,210,386
Number of Patients ²	8,316	20,840	35,962
Number of Patient Visits	50,164	166,721	287,697
Projected % of growth rate annually	n/a (year one)	232%	73%
Total FTE in staffing ³	45.50 FTE	74.50 FTE	107.50 FTE
Projected Medical Marijuana Inventory ⁴	152 Lbs.	326 Lbs.	477 Lbs.

¹ Surplus for re-investment into employee training, production, and research & development of new products for patients

² Based on Harborside's seven-year operating history of serving patients, Green Heart projects six visits per patient in year one, climbing to eight visits beginning in year two, due to increasing patient loyalty and decreased "shopping-around" by patients to multiple RMDs.

³ Average during year, and includes staff for two RMDs and for the production and processing facility. FTE levels for RMDs are lower earlier in the year, and higher at the end of the year, corresponding to continued growth in patient visits.

⁴ Year-end estimate, based on Harborside experience, and assuming one month inventory, and using projected sales for next quarter.

RMD 1 (ORIGINAL)



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: Green Heart Holistic Health & Pharmaceuticals, Inc.

Application # (if more than one): #1

Physical Address	County	Type of Evidence Attached
70 Southampton St. Boston MA 02118	Suffolk	Executed Lease

COMMERCIAL LEASE**1. PARTIES**

STEVEN H. CARLIN, a resident of the Commonwealth of Massachusetts whose address is 97 Parmenter Road, Framingham, MA (the "**LESSOR**"), which expression shall include his successors and assigns where the context so admits), does hereby lease unto **GREEN HEART HOLISTIC HEALTH & PHARMACEUTICALS, INC.**, a Massachusetts corporation with a principal place of business at 366 Commonwealth Avenue, Boston, MA (hereinafter the "**LESSEE**", which expression shall include its successors and assigns, where the context so admits), hereby enter into foregoing Commercial Lease.

2. PREMISES

The LESSOR hereby leases to the LESSEE and LESSEE leases from LESSOR for the Term (as defined) and upon the terms and conditions set forth in this Lease, the Premises, which for the purposes of this Lease shall be deemed to contain 3,600 square feet of gross leasable area in the first floor of the building located at 70 Southamptton Street, Boston, MA 02118, and the parking spaces thereat in the approximate location depicted on Exhibit A (the "Premises"), and the entire basement unit of the building located at 70 Southamptton St., Boston, MA.

3. TERM

The initial term of this Lease shall be five (5) years commencing on November 1, 2013 and expiring on November 1, 2018, unless sooner terminated pursuant to the terms of this Lease (the "Initial Term"). If LESSEE has complied with its obligations hereunder, LESSEE shall have option to extend this Lease for three (3) additional periods of five (5) years (the "Renewal Term" together with the Initial Term, collectively referred to as the "Term") provided that LESSEE is not in default of any of the terms and conditions of this Lease at the time it elects to extend the Initial Term or at the commencement of the Renewal Term and LESSEE has given LESSOR written notice of its intention to extend the Term no later than six (6) months prior to the expiration of the Initial Term.

4. BASE RENT

The LESSEE shall pay base rent to LESSOR at the rate of One Hundred Eighty Thousand Dollars (\$180,000.00) annually, payable in monthly installments in the amount of Fifteen Thousand Dollars (\$15,000.00), due on the first day of each month, in advance (prorated for any partial month). The base rent shall increase annually on each one year anniversary of this Lease at a rate of three percent per annum as follows:

Initial Term:

<u>Increase Date</u>	<u>Monthly Installment</u>	<u>Annual Rent</u>
November 1, 2014	\$15,450.00	\$ 185,400.00
November 1, 2015	\$15,913.50	\$ 190,962.00
November 1, 2016	\$16,390.90	\$ 196,690.86

S.H.C.

November 1, 2017	\$16,882.65	\$ 202,591.80
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Renewal Term 1:

<u>Increase Date</u>	<u>Monthly Installment</u>	<u>Annual Rent</u>
November 1, 2018	\$17,389.11	\$ 208,669.32
November 1, 2019	\$17,910.78	\$ 214,929.39
November 1, 2020	\$18,448.10	\$ 221,377.27
November 1, 2021	\$19,001.54	\$ 228,018.58
November 1, 2022	\$19,571.59	\$ 234,859.13

Renewal Term 2:

<u>Increase Date</u>	<u>Monthly Installment</u>	<u>Annual Rent</u>
November 1, 2023	\$20,158.74	\$ 241,904.90
November 1, 2024	\$20,763.50	\$ 249,162.04
November 1, 2025	\$21,386.40	\$ 256,636.90
November 1, 2026	\$22,028.00	\$ 264,336.00
November 1, 2027	\$22,688.84	\$ 272,266.08

Renewal Term 3:

<u>Increase Date</u>	<u>Monthly Installment</u>	<u>Annual Rent</u>
November 1, 2028	\$23,369.50	\$ 280,434.06
November 1, 2029	\$24,070.59	\$ 288,847.08
November 1, 2030	\$24,792.70	\$ 297,512.49
November 1, 2031	\$25,536.48	\$ 306,437.86
November 1, 2032	\$26,302.58	\$ 315,630.99

Upon the execution of this Lease, LESSEE shall deliver to LESSOR the amount of Twenty Five Thousand Dollars (\$25,000.00) and on or before November 8, 2013, the LESSEE shall deliver to LESSOR the amount of Twenty Five Thousand Dollars (\$25,000.00) (collectively the total \$50,000.00, the "Security Deposit"). On or before November 1, 2013, LESSEE shall deliver to LESSOR a Rental Deposit in the sum of Eleven Thousand, Two Hundred and Fifty Dollars (\$11,250.00) (the "Rental Deposit" together with the Security Deposit, collectively, the "Deposits"). The Security Deposit is to be held as collateral security for the payment of any Rent payable by LESSEE under this Lease, and for the faithful performance of all other covenants, agreements and obligations of LESSEE hereunder. The Rental Deposit is to be applied to the first installment of Base Rent due. In no event shall LESSOR be obligated to pay interest on the Deposits. LESSOR and LESSEE expressly agree that the Deposits shall be deemed to be the property of LESSOR and may be commingled with LESSOR's other funds. In the event of a Default by LESSEE under the provisions of this Lease, LESSOR may, at his option, apply any sums he has received as Deposits to cure such default and LESSEE shall be obligated to deposit with LESSOR, within five (5) days after LESSOR's request, the amount necessary to restore the Security Deposit to the full amount specified above (\$50,000.00). The Security Deposit shall be returned to LESSEE after the later of (i) the expiration of this lease (ii) the date LESSEE vacates and surrenders possession of the Premises if, and only if, there are no claims by LESSOR against LESSEE.

Upon the execution of this Lease, LESSEE shall deliver to LESSOR the amount of Fifty Thousand Dollars (\$50,000.00) and on or before November 1, 2013, the Lessee shall pay One Hundred and Seventy Five Thousand Dollars (\$175,000.00) (collectively the total \$225,000.00, the "Buyout Funds") which shall be paid to LESSOR and used to buy out an existing tenancy at the Premises which is subject to a commercial lease dated November 29, 2012. The Buyout Funds shall be non-refundable. In consideration of LESSEE's faithful compliance with the payment of the Buyout Funds, LESSOR shall discount LESSEE's monthly rent installments during the Initial Term of the Lease in the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) (the "Discount") per the following schedule:

<u>Installment Period</u>	<u>Monthly Installment due after Discount</u>
November 1, 2013- October 31, 2014	\$11,250.00
November 1, 2014- October 31, 2015	\$11,700.00
November 1, 2015- October 31, 2016	\$12,163.50
November 1, 2016- October 31, 2017	\$12,640.90
November 1, 2017- October 31, 2018	\$13,132.65

The Discount shall not be used to reduce the obligation of the annual increase in the base rent.

Contemporaneously upon execution hereof, the Parties have entered an Escrow Agreement in which on or before February 1, 2014, LESSEE shall deposit an agreed to amount of escrowed funds, separate from and in addition to the Security Deposit, to partially secure LESSEE's full and faithful performance of its obligations herein.

This Lease is a NET NET NET LEASE, and LESSOR shall not be obligated to pay any charge or bear any expense whatsoever against or with respect to the Premises, except as otherwise specifically provided in this Lease, nor shall the rent payable hereunder be subject to any offset, deduction or counterclaim whatsoever on account of any such charge or otherwise, except only as specifically provided in this Lease to the contrary. In order that the Base Rent shall be absolutely net to LESSOR, LESSEE covenants and agrees to pay, without offset, reduction or counterclaim, Real Estate Taxes, insurance costs and utility charges with respect to the Premises.

5. OTHER CHARGES, TAXES, IMPROVEMENTS AND REPAIRS

The LESSOR shall keep or cause to be kept the foundations and the roof of the Premises, and the structure of the floors and walls thereof in good order, repair and condition, exclusive of any work required because of damage caused by any act, omission or negligence of the LESSEE or its respective employees, agents, invitees, or contractors. LESSOR may enter the Premises at any time without notice in emergencies, otherwise at reasonable times and upon reasonable notice, and LESSOR shall use reasonable efforts to minimize inconvenience and disruption to LESSEE's business caused by such work.

 ORIGINAL

Except as expressly provided herein, LESSEE hereby assumes all responsibility for managing, equipping, cleaning, policing, lighting, repairing, replacing, repaving, improving, striping, maintaining and insuring the Premises and all systems contained therein, including maintaining and repairing all HVAC, plumbing and electrical systems, and shall pay when due all charges related to the property including, without limitation all utilities. LESSEE shall maintain the property in first class condition, shall store all trash and refuse within the Premises and to attend to the disposal thereof in a reasonable manner, and shall make all repairs, alterations, additions or replacements to the Premises required by law or ordinance or any order or regulation of any public authority, keep the Premises equipped with all safety appliances so required, procure any licenses and permits required, comply with the recommendations of the Fire Underwriters Rating Bureau or other similar organizations; and comply with the orders and regulations of all governmental authorities. If any repairs required to be made by LESSEE hereunder are not made within ten (10) days after written notice thereof by LESSOR to LESSEE, such failure shall constitute an Event of Default under this Lease, and LESSOR may, at its option, make such repairs without prior notice to LESSEE or liability to LESSEE for any loss or damage which may result to LESSEE's business by reason of such repairs (including, without limitation, damage to LESSEE's business). LESSEE shall pay LESSOR, within five (5) days of demand therefor, the cost of such repairs plus a repair fee equal to twenty percent (20%) of the cost of such repairs.

Any costs and/or liability associated with hazardous waste or materials upon the premises, unless resulting from any act or omission of the LESSEE, shall be the sole responsibility of the LESSOR.

In the event LESSEE elects to operate Registered Marijuana Dispensary ("RMD") at the Premises, LESSEE shall at its sole cost and expense, ensure that the Premises is at all times equipped with adequate security and alarm systems and sufficient security, measures and systems to deter and prevent unauthorized entrance into areas of the Premises containing marijuana and theft of marijuana at the RMD, and in compliance with all specifications and requirements of all local city and state regulations and guidelines concerning the security for an RMD including, without limitations, regulations of the Public Health Commission and the security requirements set forth under 105 CMR 725.110.

In the event LESSEE elects to do any remodeling or renovation work in the Premises, LESSEE shall submit to LESSOR its layout plans and specifications, showing in reasonable detail any and all interior and/or exterior alterations or improvements that LESSEE proposes to make to the Premises (the "Lessee's Plans"). If required by LESSOR in advance, LESSEE shall reimburse LESSOR for the reasonable costs and expenses of outside consultants incurred by LESSOR in reviewing, approving or coordinating such Lessee Plans. LESSEE shall not commence any work, structural or non-structural alterations in the Premises, alter the exterior of the Premises, nor cause the roof of the Premises to be penetrated prior to obtaining LESSOR's written approval of Lessee's Plans or consent, such approval or consent shall not be unreasonably withheld or delayed.

LESSEE shall not suffer, permit or give cause for the filing of a lien against the Premises. If any mechanic's or materialman's lien or notice of lien shall at any time be filed against the

S.K.C.

ORIGINAL

Premises by reason of work, labor, services or materials performed or furnished to LESSEE or to anyone holding the Premises through or under LESSEE, LESSEE shall immediately cause the same to be bonded or discharged of record. If LESSEE shall fail to cause such lien or notice of lien to be discharged or bonded within thirty (30) days after the filing thereof, then, in addition to any other rights and remedies available to LESSOR at law, in equity or under this Lease, LESSOR may, but shall not be obligated to, discharge or bond off the same by paying the amount claimed to be due or posting a bond, and the amounts so paid by LESSOR and all costs and expenses, including reasonable attorneys' fees, incurred by LESSOR in paying, bonding off or procuring the discharge of such lien, shall be due and payable by LESSEE to LESSOR as additional rent within five (5) days of LESSOR's demand therefor.

All construction in the Premises to be performed by LESSEE shall comply with LESSOR's design criteria and shall be performed at LESSEE's sole cost and expense in strict accordance with LESSEE's Plans (or such other plans) as approved in advance in writing by LESSOR. All construction or alterations performed in the Premises by LESSEE shall be (i) performed in a good and workmanlike manner and in compliance with all laws affecting or applicable to the Premises and with all other provisions of this Lease, (ii) pursued diligently and in good faith to completion; and (iii) performed in a manner as to not to interfere with the business or operations of LESSOR or any other lessee and/or occupant of the Premises.

The term "Taxes" shall include, but not be limited to, ad valorem taxes, sewer taxes and water charges, special and general assessments or other such taxes levied directly upon the Premises (and any taxes in substitution thereof) and shall also include the LESSOR's cost to review, reduce, initiate and/or prosecute the appeal or contest of any such taxes. LESSEE shall pay to LESSOR, in addition to rent, 100% of all Taxes. Unless otherwise agreed to in writing between the parties, said Taxes shall be due to the LESSOR with the next installment of rent due after receipt of notice from LESSOR.

6. OPERATING COSTS

Operating Costs shall include all costs and expenses incurred by LESSOR in the reasonable operation, repair, replacement, management and maintenance of the Premises ("Operating Costs"), and shall include the costs incurred by LESSOR for any services rendered to the building including repair and cleaning of the Premises, including, but not limited to roofs, gutters and downspouts; costs of any pest extermination; costs of building and cleaning supplies and equipment (including rental); cost of maintenance, replacing and repairing sprinkler systems, ducts, conduits and similar items; payments to independent contractors under service contracts for cleaning, snow plowing, parking lot maintenance, landscaping, window cleaning, security and management operating, managing, maintaining, and repairing the Premises; and costs of providing elevator, janitorial and trash removal service, restriping, resurfacing, maintaining and repairing all walkways and parking areas serving the Premises. LESSOR, in LESSOR's sole discretion, shall have the right to apportion any part (or none) of the Operating Costs as LESSOR deems reasonably advisable, to be paid by LESSEE. Said Operating Costs shall be due to the LESSOR within thirty (30) days after LESSEE'S receipt of notice from LESSOR.

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The intended use the Premises is for any general business purpose, including, but not limited to the retail use and operation of a Registered Marijuana Dispensary ("RMD") in strict accordance with 105 CMR 725.000 et. seq., (the "Act") and all other regulations, guidelines and requirements regarding medical marijuana and/or marijuana and marijuana infused product pursuant to the Act in the Commonwealth of Massachusetts. LESSEE shall use and occupy the Premises for general business purposes, including, not limited to all actions and uses required to operate a RMD in accordance with the Act, and only in accordance with the uses permitted under applicable zoning and other applicable regulations and requirements and for no other purpose, unless otherwise approved in advance in writing by LESSOR, which consent may be withheld in LESSOR's sole and absolute discretion. No trade, activities or occupation shall be conducted on the Premises, or use made of any part thereof, which constitutes an illegal purpose under the laws of the Commonwealth of Massachusetts and/or will be unlawful, improper, noisy, lewd, lascivious, hazardous or offensive, or contrary to the Act or the laws of the Commonwealth of Massachusetts, Department of Public Health (DPH) and/or any municipal by-law or ordinance in force of the City of Boston. Any activity which emits or results in the emission of obnoxious odor, noise or sound which may constitute public or private nuisance at the Premises is prohibited. Distribution of marijuana and/or marijuana infused products and related supplies that are not for medical use, for qualifying patients as specified in the Act and/or in any manner that is inconsistent with the Act is strictly prohibited at the Premises and the areas adjacent to the Premises (including, but not limited to, the sidewalk and parking spaces and lot). Growth, harvesting and/or cultivation of marijuana and/or any other drugs at the Premises is prohibited. LESSEE shall obtain any and all licenses, permits or approvals required by the laws and regulations of the Commonwealth of Massachusetts, the Act, the DPH, and the City of Boston, for the operation of an RMD at the Premises.

LESSEE shall not suffer or permit the filing of a lien against the Premises..

8. INDEMNIFICATION AND INSURANCE

The LESSEE shall indemnify, hold harmless and defend LESSOR from all claims of any nature relating to the Premises, property or arising out of the condition of the Premises, unless caused solely by any intentional act or omission of the LESSOR. In cases arising from allegations made by a federal governmental entity, counsel shall be selected by the LESSEE at its option and, as to all other types of claims, counsel shall be selected by LESSOR. All retainers, fees and charges shall be paid by LESSEE immediately when due and as billed. All of LESSEE'S personal property placed in or about the building or the Premises shall be at LESSEE'S sole risk, and LESSOR and his agents and employees shall not be liable to LESSEE, or its agents or employees, for theft, loss or misappropriation or any loss and damage occasioned by the use or escape of water or by the bursting of pipes, or from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the walkway and entrance bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused in whole or in part by the neglect of the LESSOR. The LESSEE shall indemnify, hold harmless and defend, with counsel selected by LESSOR, LESSOR from all loss and damage from any claim or damage resulting from neglect in not maintaining the parking areas, and/or the site and/or not removing snow and ice from the parking

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areas, or by any nuisance made or suffered on the Site, unless such loss is caused in whole or in part by the neglect of the LESSOR. The obligation to keep the outside areas adjacent to the Premises clean, orderly and free of ice and snow, rubbish, obstructions and merchandise shall be the sole obligation of the LESSEE.

LESSOR shall provide fire, casualty, liability, umbrella and/or such other insurance coverages as LESSOR, in its sole discretion, deems appropriate for the Premises. LESSEE shall pay LESSOR's cost for such insurance and any deductible incurred by LESSOR. Unless otherwise agreed to in writing between the parties, said insurance shall be due to the LESSOR with the next installment of rent due after receipt of notice from LESSOR. LESSEE shall comply with all requirements and recommendations of LESSOR's Insurance carriers.

LESSEE shall be responsible for maintaining during the Term causes of loss-special form property insurance, or substitute policy providing equivalent coverage, insuring LESSEE's inventory, furniture, fixtures, equipment, leasehold improvements and all other contents in the Premises in an amount not less than the full replacement cost thereof. Such property insurance shall also include builders' risk coverage during the course of any construction in or affecting the Premises. LESSEE shall replace any damaged glass with glass of like kind and quality at LESSEE's expense within twenty-four (24) hours after the damage occurs from any cause whatsoever.

LESSEE shall be responsible for maintaining during the Term, workers' compensation insurance, if required by law.

LESSEE at its sole cost and expense keep in full force and effect a policy of commercial general liability (at least as broad as ISO form CG 00 01 07 98 or equivalent) with respect to the Premises, the areas adjacent to the Premises (including, but not limited to, the sidewalk and parking spaces) and the business operated by LESSEE with a combined single limit for bodily injury, including death, to any person or persons, and for property damage, of not less than Five Million Dollars (\$5,000,000.00).

LESSEE shall require any contractor of LESSEE performing work on the Premises to carry and maintain, at no expense to LESSOR: (i) commercial general liability insurance, including contractors liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, providing protection with limits for each occurrence of not less than Two Million Dollars (\$2,000,000); and (ii) workers' compensation or similar insurance in form and amounts required by any Laws.

LESSEE shall, at its sole cost and expense, keep in full force and effect during the Term business interruption insurance in an amount equal to the annual Base Rent for a twelve (12) month period.

LESSEE shall, at its sole cost and expense, keep in full force and effect during the Term such other insurance coverages against other insurable hazards as are from time to time reasonably requested by LESSOR and at the minimum limits of coverage requested by LESSOR,

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and at LESSOR's option, be reasonably increased in a manner consistent with industry standards.

LESSEE shall furnish LESSOR with certificates of insurance at all times during the Term of this Lease. All certificates of insurance shall evidence that LESSEE's insurance policies required pursuant to the provisions of this Lease (i) name LESSOR, LESSOR's Agent and LESSOR's Mortgagee(s) as additional insureds and that an endorsement be attached providing for this coverage, (ii) contain a standard mortgagee endorsement satisfactory to Landlord and Landlord's Mortgagee(s) (iii) be primary insurance as to all claims thereunder and provide that any insurance carried by LESSOR or any other party is excess and is non-contributing with the subject insurance coverage; (iv) contain a cross-liability endorsement or severability of interest clause in a commercially reasonable form; (v) provide that an act or omission of one of the insureds or additional insureds thereunder which would void or otherwise reduce coverage, shall not void or reduce coverage as to the other insureds or additional insureds; (vi) provide that the insurer thereunder waives any right of recovery by way of subrogation against LESSOR, his agents, property managers, employees and any Mortgagee(s) in connection with any loss or damage covered by such insurance policy; (vii) not contain any deductible provision in excess of Ten Thousand Dollars (\$10,000); (viii) initially be for a term of one (1) year and shall contain an endorsement prohibiting cancellation, modification or reduction of coverage without first giving the additional insureds at least thirty (30) days prior notice of such proposed action; and (ix) be in commercially reasonable form. All insurance carriers providing insurance required of LESSEE by LESSOR must have a rating and must have amounts of such insurance approved by LESSOR. If such certificates of insurance are not received by LESSOR at least fifteen (15) days prior to the expiration of any insurance policy, LESSOR shall, in addition to any other rights and remedies of LESSOR hereunder, have the right, (but not the obligation) without notice to LESSEE and at any time and from time to time, to acquire such insurance, and LESSEE shall be obligated to pay LESSOR, the amount of the premium and all sums incurred by LESSOR applicable thereto within five (5) days following notice from LESSOR.

LESSEE shall indemnify, defend and hold LESSOR and LESSOR's lessors, its partners, officers, shareholders, trustees, principals, agents, property managers, employees and any Mortgagee(s) ("LESSOR Indemnitees") harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any LESSOR Indemnitees and arising, directly or indirectly, out of or in connection with (i) LESSEE's breach of its obligations under this Lease, (ii) the acts or negligence of the LESSEE and/or (iii) the use or occupancy of the Premises by LESSEE's invitees while within the Premises. If any action or proceeding is brought against any of the LESSOR Indemnitees by reason of any of the foregoing, LESSEE shall reimburse the LESSOR Indemnitees the cost of defending such action or proceeding or, upon LESSOR Indemnitees' written request and at LESSEE's sole cost and expense, resist and defend such action and proceeding. In cases arising from allegations made by a federal governmental entity, counsel shall be selected by the LESSEE at its option and, as to all other types of claims, counsel shall be selected by LESSOR. All retainers, fees and charges shall be paid by LESSEE immediately when due and as billed. Any such cost, damage, claim, liability or expense incurred by the LESSOR Indemnitees for which LESSEE is obligated to reimburse LESSOR Indemnitees

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hereunder or under this Lease due and payable within five (5) days after notice to LESSEE that payment is due.

It is understood and agreed that all property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of LESSEE. LESSOR shall not be liable to LESSEE for any loss of business or other consequential loss or damage from any cause whatsoever.

Each party releases and waives on behalf of itself and on behalf of the insurers of such party's property, any and all claims and any rights of subrogation of any such insurer against the other party, its employees and agents for loss (other than loss or damage resulting from the willful act of such other party, its employees and agents) sustained from any peril to property that is covered under a standard all-risk or Special Form - Causes of Loss policy, or any peril that is required to be insured against herein, whether or not such insurance is actually in force, or from any peril to property actually insured against, though not required to be under this Lease. All insurance policies of LESSOR and LESSEE required by this Lease shall contain a clause or endorsement pursuant to which the insurance companies waive subrogation and consent to a waiver of right of recovery. LESSEE shall provide LESSOR with a copy of the endorsement providing for the aforesaid release and waiver of subrogation.

LESSEE shall comply with all requirements and recommendations of all LESSOR's and LESSEE's insurance carriers and policies pertaining to the Premises and LESSEE's use of and operations at the Premises. In case of breach of this covenant, in addition to all other remedies of LESSOR hereunder, LESSEE shall pay to LESSOR any and all increases in premiums for insurance carried by LESSOR where such increases were caused in any way by the occupancy or use of LESSEE or the condition of the Premises.

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Notwithstanding anything to the contrary contained in this Lease, LESSEE acknowledges and agrees that LESSOR is not and shall not be liable to LESSEE, its employees, agents, contractors, business invitees, licensees, customers, clients, family members, guests, or any other person claiming under or through LESSEE, for any damage, compensation or claim arising from the necessity of repairing or replacing any portion of the Premises, interruption in the use of the Premises, accident or damage resulting from the use or operation (by LESSOR, LESSEE or any other person or persons whatsoever) of the Premises or any part thereof or anything contained therein or the termination of this Lease by reason of the destruction of the Premises, or from any fire, and/or any other casualty, robbery, theft or mysterious disappearance, or for any personal injury arising from the use, occupancy and condition of the Premises, unless, any of the foregoing is solely attributable to the willful misconduct of LESSOR. Notwithstanding the foregoing, in no event shall LESSOR or his agents or employees have any liability to LESSEE for any damage caused by any other tenants or occupants of 70 Southampton Street, Boston, MA, if any, or any other person claiming under or through LESSEE, or their agents or employees, or for any damage caused by governmental or quasi-governmental authorities or public or private utilities or their agents or employees. LESSEE shall not be entitled to any abatement or diminution of rent as a result of any of the foregoing occurrences, nor shall the same release LESSEE from its obligations under this Lease or constitute an eviction. Any goods, property or personal effects of LESSEE, its employees, agents, contractors, business invitees, licensees, customers, clients, family members or guests, stored or placed in or about the Premises shall be at their sole risk, and LESSOR shall not in any manner be held responsible therefor. LESSEE acknowledges that LESSOR is not under any obligation to carry insurance on the Premises or LESSEE's furniture, furnishings, fixtures, equipment and/or improvements in or to the Premises. It is expressly understood and agreed that LESSEE shall look solely to its business interruption and property damage insurance policies, and not to the Landlord Indemnitees for reimbursement for any damages or losses incurred as a result of any of the foregoing occurrences, and that said policies must contain waiver of subrogation clauses.

Tenant shall neither assert nor seek to enforce any claim, and hereby waives any and all rights to assert or claim, for breach of this Lease against any of LESSOR's assets other than LESSOR's interest in the Premises, or any portion thereof, and LESSEE shall look solely to such interest for the satisfaction of any liability of LESSOR under this Lease, it being specifically agreed that in no event shall LESSOR ever be liable for consequential damages.

9 RIGHT OF ACCESS

The LESSOR may, at reasonable times and upon reasonable notice, enter to view the premises to show the Premises to prospective purchasers and mortgagees and, at any time within three (3) months of the expiration of the term, may affix to any suitable portion of the building a notice for letting or selling the premises and keep the same so affixed without hindrance or molestation.

10. FIRE, CASUALTY AND EMINENT DOMAIN

If fire, casualty, or taking renders the leased premises partially unsuitable for the LESSEE's intended Use, a just and proportionate abatement of rent shall be made for the period

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the premises, in whole or in part, are unsuitable for their intended use. If fire, casualty, or taking renders the leased premises wholly unsuitable for their intended use, the LESSOR shall, unless unfeasible or not permitted by its mortgagee, restore the Premises. Rent shall be abated during the period of restoration, and the term shall be extended by the period of restoration. In the event the LESSOR cannot restore the Premises, or is not so permitted by its mortgagee, this Lease shall terminate.

11. DEFAULT

In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof or such longer or shorter period as may be reasonably required;

(c) The LESSEE shall be engaged in, and/or alleged to be engaged in by a law enforcement agency, office or administration of the City of Boston and/or the Commonwealth of Massachusetts, expressly excluding any federal law enforcement agency, office or administration, any trade, activity or occupation conducted on the Premises which constitutes illicit, unlawful or illegal activity under the laws of the Commonwealth of Massachusetts and/or LESSEE engages in the distribution of marijuana, products containing marijuana and related supplies that are not for medical use and/or not for qualifying patients at the Premises or the areas adjacent to the Premises (including, but not limited to, the sidewalk and parking spaces and lot), and/or LESSEE shall be engaged in the growth, harvesting and/or cultivation of marijuana and/or any other drugs at the Premises without a license from the DPH to operate a Registered Medical Marijuana Dispensary allowing the LESSEE to grow, harvest and/or cultivate medical marijuana and medical marijuana infused products and/or LESSEE shall be engaged in any actions that result in and/or permits the filing of a lien against the Premises; or

(d) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to terminate this Lease by written notice to LESSEE, effective upon receipt. LESSEE covenants and agrees, notwithstanding termination, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and all other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated, however, such payments shall cease effective upon the reletting of the Premises. It is further agreed that in reletting, LESSOR, in its sole discretion may (1) relet the Premises, or any portion thereof, for a term equal to, less than or in excess of the balance of the Term; (2) grant such concessions and free rent as LESSOR considers advisable; (3) make such alterations, repairs and improvements to the Premises as LESSOR considers advisable; and (4) lease upon such conditions as LESSOR considers advisable. No action or inaction of LESSOR in accordance with the foregoing and no

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failure to relet or to collect rent or other payment under reletting shall operate or be construed to release or reduce LESSEE's liability as aforesaid.

If the LESSEE shall default, after reasonable notice thereof, in the observance of performance or any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of six (6) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

12. NOTICES

Any notice from the LESSOR to the LESSEE relating to the leased Premises or the occupancy thereof, shall be deemed duly served, if mailed by registered or certified mail, postage prepaid, return receipt requested to LESSEE at 70 Southampton St., Boston, MA 02118.

Any notice from the LESSEE to the LESSOR relating to the leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at 97 Parmenter Ave., Framingham, MA 01701.

Service by pre-paid overnight mail service, such as Federal Express, shall be sufficient service hereunder. Any party may notify the other in writing of any changed addresses to which such notices should be sent.

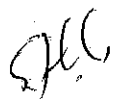
Copies of all notices sent from either party to the other shall be sent to the following:

Jack Mikels & Associates, LLP
1 Batterymarch Park, Suite 309
Quincy, MA 02169-7454

Daniel Houston
366 Commonwealth Avenue
Boston, MA 01845

13. REMOVAL OF GOODS AND EFFECTS

The LESSEE shall at the expiration or other termination of this Lease, remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either





inside or outside the leased premises) and meaning to include all personal property and effects. LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in "as is" condition. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and to store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale of the payment of any sum due hereunder, or to destroy such property.

14. SUBLEASING / ASSIGNMENT

With the prior written consent of LESSOR in each instance, which consent may not be unreasonably withheld by the LESSOR, LESSEE shall have the right to transfer, assign, , sublet, underlet, license or permit the Premises or any part thereof to be used by others, or otherwise transfer, voluntarily, by operation of law, or otherwise, this Lease or the Premises or any interest herein or therein LESSEE have no right to mortgage, pledge or encumber the Premises in any way nor shall LESSEE ever subdivide a portion of the Premises.

If LESSEE desires to sublet the Premises, or assign this Lease, LESSEE shall request LESSOR's consent by providing written notice to LESSOR at least thirty (30) days prior to the proposed commencement date of the subletting or assignment. The notice shall set forth the following: (i) the name of the proposed subtenant/transferee, (ii) the balance sheets and profit and loss statements for the proposed subtenant/transferee or any other person to be liable for the obligations under this Lease covering the prior two years (or for such shorter period as the proposed subtenant/transferee or other person may have been in existence), all certified as true and correct by the proposed subtenant/transferee, or an authorized officer thereof or such other person as may be liable for the obligation under this Lease, (iii) a full description of the terms and conditions of the proposed sublease/transfer, including copies of any and all documents and instruments, any purchase and sale agreements, sublease agreements, assignment agreements and all other writings concerning the proposed sublease/transfer, (iv) a description of the proposed use of the Premises by the proposed subtenant/transferee, including any required or desired alterations or improvements to the Premises that may be undertaken by such subtenant/transferee in order to facilitate its proposed use, (v) a business plan for the proposed subtenant/transferee's operations at the Premises, including a statement of projected income, expense, and cash flow for such operation for the two years following the proposed effective date of the transfer, (vi) a list of personal, business and credit references of the proposed subtenant/transferee, and (vii) the same information set forth above (i) through (iv) but pertaining to any guarantor or other person who will be liable in any manner for the payment of any amounts under the Lease. LESSEE shall also provide any other information, documentation or evidence that may be reasonably requested by LESSOR, including without limitations, releases which allow the LESSOR to conduct criminal and financial background screening the results of which shall be satisfactory to LESSOR.



Consent by LESSOR to any assignment, subletting or other transfer shall not include or be construed as consent to any subsequent transfer by LESSEE or its subtenant/transferee. Any transfer by LESSEE that does not comply with the provisions of this Section 14 shall be void. Should LESSOR consent to a transfer, LESSEE, its proposed subtenant/transferee and LESSOR shall execute an agreement, prepared by or acceptable to LESSOR in his sole reasonable discretion, under which the proposed subtenant/transferee shall be bound by the terms and conditions of this Lease. Any consent by LESSOR to a transfer shall not in any manner be construed to relieve LESSEE, any guarantor or any of their subtenant/transferees from obtaining the consent in writing of LESSOR to any further transfer, nor shall the same release or discharge LESSEE from any liability, past, present or future, under this Lease, and LESSEE shall continue fully liable in all respects hereunder. Further, all of the provisions of this Section 14 shall apply to any proposed transfer by any subtenant/transferee and their respective transferees. Notwithstanding anything contained herein to the contrary, if LESSEE is in default hereunder, LESSEE shall not be permitted to make a transfer.

Notwithstanding any permitted transfer, LESSEE shall at all times remain directly and primarily liable for the payment of Rent and for compliance with all of its other obligations under this Lease and the Security Deposit and Escrow Agreement shall remain in full force and effect throughout any assignment, sublet, or transfer. Upon the occurrence of LESSEE's default of this Lease, including the default provisions as defined in Section 11 if the Premises or any part of the Premises are then assigned or sublet, LESSOR, in addition to any other remedies provided in this Lease or by law, may collect directly from the assignee or subtenant all rents due and becoming due to LESSEE under the sublease and apply the rent against sums due LESSOR from LESSEE under this Lease. The collection directly from an assignee or subtenant shall not be construed to constitute a novation or release of LESSEE from the further performance of LESSEE's obligations. Any guaranty of LESSEE's performance executed as consideration for this Lease shall remain in full force and effect before and after any transfer. LESSOR may require LESSEE, and LESSEE agrees, to execute a guaranty of this Lease before LESSOR consents to any transfer. LESSOR may proceed directly against LESSEE without first exhausting any remedies for default which LESSOR may have against any subtenant/transferee. In the event of a termination, re-entry or dispossession by LESSOR following a sublease by LESSEE, LESSOR may, at LESSOR's option, take over all of the right, title and interest of LESSEE (as sublessor) under such sublease, and the subtenant shall, at LESSOR's option, attorn to LESSOR pursuant to the provisions of such sublease.

LESSEE shall pay to LESSOR all costs and expenses, including without limitations, reasonable attorney's fees and administrative expenses involved with the review, processing or preparation of any documentation in connection with a transfer, whether or not LESSOR's consent to such transfer is required or obtained.

Anything contained in this Lease to the contrary notwithstanding, and without prejudice to LESSOR's right to require a written assumption from each subtenant/transferee, any person or entity to whom this Lease is transferred including, without limitation, assignees pursuant to the provisions of the Bankruptcy Code, shall automatically be deemed to have assumed all obligations of LESSEE arising under this Lease. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or

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delivered to LESSOR and shall remain the exclusive property of LESSOR and not constitute the property of LESSEE or LESSEE's estate within the meaning of the Bankruptcy Code. All such money or other consideration not paid or delivered to LESSOR shall be held in trust for the benefit of LESSOR and shall be promptly paid or delivered to LESSOR.

15. SUBORDINATION

LESSOR warrants that it has good and clear record and marketable title to the Premises in fee simple, and has the full right and lawful authority to enter into this Lease for the full term, including any extensions. This Lease, automatically and without further act or deed by LESSEE, shall be subordinate to any and all mortgages currently existing or that may hereafter be placed upon the premises, or any portion thereof, and to any and all renewals, amendments, modifications, participations, consolidations, replacements and extensions thereof. Upon the request of LESSOR or any mortgagee or prospective mortgagee, LESSEE shall confirm such subordination by executing and delivering within five (5) days of such request whatever instruments may be required by LESSOR or any present or prospective mortgagee. LESSEE's subordination to any mortgage after the commencement of this Lease may be conditioned upon the mortgagee's agreement not to disturb the LESSEE's tenancy, so long as the LESSEE is not in material default hereunder.

16. LESSOR'S WARRANTY

LESSOR warrants that he shall reasonably cooperate in the approval of any plans or the obtaining of any permit or license in connection with the permits and approvals necessary for LESSEE's intended use of the Premises.

17. NOTICE OF LEASE AND STATEMENTS

Upon commencement of the initial term, the parties shall cooperate in executing and recording an appropriate Notice of Lease, as permitted by applicable statute.

LESSEE shall, at any time and from time to time within 10 days following written notice from LESSOR, execute, acknowledge and deliver to LESSOR and any person designated by LESSOR in such notice, a statement in writing: (i) certifying, as true and complete, a copy of and identifying all the documents constituting this Lease and the dates thereof, (ii) certifying that this Lease is unmodified and in full force and effect (or if modified, that the same is in full force and effect as modified and stating the date and identifying such modifications), (iii) stating the last dates to which the Rent and Operating Costs have been paid, the amount(s) thereof and the extent such Rent has been paid in advance, (iv) stating whether LESSOR has completed all work or installations required under the Lease, (v) stating whether or not LESSOR is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default, and (vi) stating or certifying as to such other matters with respect to this Lease, the Premises or the respective parties' obligations hereunder as may be requested by LESSOR or by any present or prospective Mortgagee, ground lessor or purchaser of the Premises. Any such statement delivered pursuant hereto may be relied upon by any owner of the

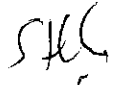
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Premises, or any portion thereof, any prospective purchaser of the Premises, or any portion thereof, any Mortgagee, any ground lessor or any prospective assignee of any of the foregoing. The failure of LESSEE to deliver any estoppel certificate in the time and in the manner required by herein shall be deemed to be LESSEE's express acknowledgment that the information set forth in any estoppel certificate delivered to LESSEE for execution is true, correct and complete and agreed to by LESSEE or, if no such certificate was delivered in advance for LESSEE's approval, that the Lease is unmodified, in full force and effect, that no default in payment or performance exists and that any default which may exist is waived by LESSEE.

18. RIGHT OF FIRST REFUSAL

For so long as this Lease is in effect and only if there are no claims by LESSOR against LESSEE, if LESSOR decides to sell the Premises to a third party, LESSOR shall first offer to sell, by written notice of intention, the Premises to LESSEE following the procedures set forth in this Section. LESSOR's notice of intention to sell to LESSEE shall include the proposed terms and conditions of the contemplated sale (the "Notice of Intent"). LESSEE shall have thirty (30) days from the date of LESSOR's Notice of Intent to notify LESSOR in writing whether LESSEE elects to purchase the Premises upon the same terms and provisions set forth in the Notice of Intent. The notice of acceptance from the LESSEE to LESSOR will create a valid and binding agreement requiring the sale of the Premises to LESSEE upon the same terms and conditions set forth in the Notice of Intent. If LESSEE elects not to purchase the Premises, fails to provide written notice of its election, provides written notice of its election after the thirty (30) day period, or provides written notice of its election but fails to close on the Premises within one hundred twenty (120) days, LESSEE shall be deemed to have waived its right of first refusal, LESSOR shall be free to enter into negotiations for the sale of the Premises with a third party on terms (considered as a whole) no more favorable to the third party than the proposed terms and conditions contained with the Notice of Intent and the LESSEE shall be obligated to execute any necessary release or waiver of its rights pursuant to this Right of First Refusal Section upon written request of the LESSOR; however, in the event that the proposed terms and conditions of the contemplated sale with the third party are more favorable to the third party than the proposed terms and conditions set forth in the Notice of Intent, Lessor shall offer to sell, by a new written notice of intention ("Second Notice of Intent"), the Premises to LESSEE at the same proposed terms and conditions of the contemplated sale to the third party. LESSEE shall have thirty (30) days from the date of LESSOR's Second Notice of Intent to notify LESSOR in writing whether LESSEE elects to purchase the Premises upon the same terms and conditions of the contemplated sale to with the third party. The notice of acceptance from the LESSEE to LESSOR will create a valid and binding agreement requiring the sale of the Premises to LESSEE upon the same terms and conditions set forth in the Second Notice of Intent. If LESSEE elects not to purchase the Premises, fails to provide written notice of its election, provides written notice of its election after the thirty (30) day period, or provides written notice of its election but fails to close on the Premises within one hundred twenty (120) days, LESSEE shall be deemed to have waived its right of first refusal, LESSOR shall be free to sell the Premises to the third party on the same terms and conditions set forth in the Second Notice of Intent. At no time during the Term of this Lease shall the LESSOR sell the Premises without First following the procedures set forth in this Section. The LESSEE's right of first refusal herein may be terminated by a release signed by the LESSEE or by the recording of an affidavit of the LESSOR stating that



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written notice was given to the LESSEE of the intended sale and that thirty (30) days from the date of the LESSOR's Notice of Intent elapsed without written notice from the LESSEE of his intention to purchase the Premises, or the LESSEE provided notice of his election to purchase the Premises but failed to close on the PREMISES on the date set forth in the LESSOR's Notice of Intent and/or Second Notice of Intent to sell. Such affidavit shall be binding upon both parties and shall terminate the LESSEE's right of first refusal under this Section, unless the affidavit is false and/or written notice referenced therein is defective.

This right of first refusal shall not apply to but shall survive any transfer of the Premises between the LESSOR or to members of LESSOR's immediate family or to transfers to a trust or other entity owned or controlled by LESSOR or members of his immediate family for tax or estate planning purposes.

19. MISCELLANEOUS PROVISIONS

Each party warrants that no broker has been utilized in connection with this transaction, that there are no brokerage commissions or finders' fees of any kind due in connection with this Lease and each shall indemnify the other against, and hold it harmless from, any and all liabilities, damages, costs, claims and obligations arising from any such claim (including, without limitation, the cost of attorneys' fees in connection therewith).

The captions utilized herein are for reference purposes only and are not to be construed in enforcing or interpreting the provisions hereof. This Lease shall be governed and construed pursuant to the laws of the Commonwealth of Massachusetts. Either party, without charge, shall provide such documentation as may be reasonably requested by the other, certifying that the Lease is unmodified (or specifying any modifications) and in full force and effect, and that there are no defenses, offsets or counterclaims against its obligations to perform its covenants hereunder (or specifying any such defenses, offsets or counterclaims). LESSOR shall not be deemed, by the execution hereof, to be a partner, joint venturer or a member of any enterprise with LESSEE.

Executed under seal this 28th day of October, 2013.

LESSEE:
GREEN HEART HOLISTIC
HEALTH & PHARMACEUTICALS, INC.

Daniel Houston, CEO
By: Daniel Houston, CEO,

LESSOR:
STEVEN H. CARLIN

SHC

SHC



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EXHIBIT "A"

The land now known as and numbered 70 Southampton Street in the Roxbury district of the City of Boston, County of Suffolk, Commonwealth of Massachusetts, together with all the right, title and interest of the Mortgagee, and more particularly bounded and described as follows:

- SOUTHWESTERLY by the northeasterly line of Southampton Street, sixty-five and 20/100 (65.20) feet;
- SOUTHWESTERLY by the junction of said Southampton Street and Bradston Street by a curving line, one hundred and 14/100 (100.14) feet;
- NORTHWESTERLY by Bradston Street, sixty-eight and 81/100 (68.81) feet;
- NORTHEASTERLY by Lot 6, as shown on a plan hereinafter mentioned, one hundred twenty-six (126) feet;
- SOUTHEASTERLY by said Lot 7, ninety-three and 21/100 (93.21) feet.

Said land is shown as lot 4 on a subdivision plan drawn by Ralph DeSimone, Surveyor, dated January 30, 1967, as approved by the Court, filed in the Land Registration Office as plan No. 1202-H, a copy of a portion of which is filed with Certificate of Title No. 81731.

For our title, see Certificate of Title No. 113189 recorded in the Registered Land Division of the Suffolk County Registry of Deeds in Book 561, Page 189.

SHC

RMD 1 (ORIGINAL)



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EVIDENCE OF INTEREST IN CULTIVATION SITE
(Exhibit 5.2)

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

Corporation Name: Green Heart Holistic Health and Pharmaceuticals, Inc.

Application # (if more than one): #1

Physical Address	County	Type of Evidence Attached
10 Industrial Way Amesbury MA 01913	Essex County	Signed Lease

RMD 1 (ORIGINAL)



ORIGINAL

EVIDENCE OF INTEREST IN PROCESSING SITE
(Exhibit 5.3)

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc.

Application # (if more than one): #1

Physical Address	County	Type of Evidence Attached
10 Industrial Way Amesbury MA 01913	Essex County	Signed Lease

LEASE1. REFERENCE DATA

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.

DATE OF EXECUTION OF LEASE: As of November 18, 2013.

PREMISES: Approximately 29,800 gross rentable square feet of space in the building presently known as and numbered 10 Industrial Way, Amesbury, Essex County, Massachusetts ("Building") which space is more particularly shown on the plan annexed hereto and incorporated by reference herein and made a part hereof as Exhibit A and which space is hereafter referred to in this Lease as the "Premises" and as the "Demised Premises".

LANDLORD: RRAB LIMITED PARTNERSHIP, a Massachusetts limited partnership with offices at 10 Industrial Way, Amesbury, Massachusetts 01913.

TENANT: GREEN HEART HOLISTIC HEALTH & PHARMACEUTICALS, INC., a Massachusetts charitable corporation, of 366 Commonwealth Avenue, Boston, Massachusetts 02115.

2. DEMISE OF PREMISES

In consideration of the timely payment of the basic annual rent, additional rent and any other sums required to be paid by the Tenant hereunder, and in further consideration of the full, faithful and timely performance of all of the terms, provisions, conditions and covenants contained in this Lease by the Tenant, the Landlord hereby demises and leases the Premises to the Tenant and the Tenant hereby leases the Premises from the Landlord.

Included in the demise of the Premises are the use of the existing drive in door shown on the plan annexed hereto as Exhibit "A".

The Tenant shall have the nonexclusive right in common with all others entitled thereto to utilize the roadways, entrances, walkways, driveways and other common areas of the Site and fifteen (15) vehicular parking spaces for the parking of passenger cars and two (2) parking spaces for the parking of two vans on a first come/first served basis subject to rules and regulations now existing or which may hereafter be promulgated by the Landlord. Such parking shall be in the parking area located on the south and east sides of the Building.



Excepting and reserving to the Landlord from the Premises the space necessary to install, maintain and operate by means of pipes, ducts, wires or otherwise those utilities and services required for the Building and common facilities thereof (including the Premises) provided that the same do not unreasonably interfere with the Tenant's use of the Premises, and the right of access and entry to the Premises by the Landlord and its agents, contractors and designees during normal business hours upon not less than twenty-four (24) hours advance notice by telephone for the purpose of making repairs to the Premises and/or to such Building if the Landlord so elects, provided, however, Landlord shall have access to the Premises at any time in case of emergency provided that the Landlord shall use reasonable efforts to notify the Tenant as soon as is reasonably practicable.

The Tenant shall have access to the Premises twenty-four (24) hours per day seven (7) days per week during the term of this Lease and any extension of such term.

3. TERM OF LEASE/OPTION TO EXTEND

3.1 TERM OF LEASE

The Tenant shall have and hold the Premises for a term of five (5) years and three (3) months commencing on the Term Commencement Date which is February 1, 2014, and expiring at midnight on April 30, 2019, subject to extension or earlier termination in accordance with the terms and conditions of this Lease.

3.2 OPTION TO EXTEND

The Tenant shall have the option to extend the term of this Lease upon all of the terms, provisions, conditions and covenants contained in this Lease (except the within option to extend and basic rent) for one extension period of five (5) years such extension period commencing May 1, 2019, and expiring April 30, 2024. The option to extend the term of this Lease shall be exercised (if at all) by the Tenant sending written notice thereof to the Landlord which shall be received by the Landlord not later than May 1, 2018, time of the essence. The Tenant's failure or neglect for any reason to timely give written notice of the Tenant's election to extend the term of this Lease shall constitute the Tenant's irrevocable waiver of the within option to extend the term of this Lease.

3.3 LEASE SUBJECT TO LICENSURE BY MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH

This Lease is subject to and conditioned upon the issuance of an RMD ("Registered Marijuana Dispensary") Certificate of Registration to the Tenant by February 1, 2014 (the "Licensing



Termination Date"). The Tenant shall use reasonable efforts, good faith and due diligence to comply with 105 CMR 725.100 (Registration of Registered Marijuana Dispensaries) submitting all required applications, filings and supporting data as may be required by said regulation within the time periods therefor. If the Massachusetts Department of Public Health has not issued an RMD Certificate of Registration for the Premises by February 1, 2014, then unless Landlord and Tenant agree in writing to an extension of such date, this Lease shall terminate and be null and void and without further recourse to the parties hereto and the security deposit shall be refunded to the Tenant.

4. RENT AND OTHER CHARGES

4.1 BASIC ANNUAL RENT

In consideration of the leasing of the Premises by the Landlord to the Tenant, the Tenant covenants and agrees to pay to the Landlord during the term of this Lease and the extension of the term of this Lease if the option to extend such term contained in Section 3.2 is timely exercised, basic annual rent ("basic rent") as follows:

- (i) During the period February 1, 2014, to April 30, 2014, the Tenant shall have the Premises free of the obligation to pay basic rent but shall pay Tenant's share of Operating Expenses defined in Section 4.4 during such period;
- (ii) During the period commencing May 1, 2014, and expiring April 30, 2019, Tenant shall pay basic rent of \$163,900.00 per annum in monthly installments of \$13,658.33 per month (\$5.50 per rsf);
- (iii) If the Tenant exercises the option to extend the term of this Lease as set forth in Section 3.2 hereof, then basic rent during such extension period shall be the greater of (x) \$178,800.00 (\$6.00 per rsf) per annum and (y) the product resulting from multiplying \$163,900.00 times a fraction the numerator of which is the Consumer Price Index for the month of May, 2019, and the denominator of which is the Consumer Price Index for the month of February, 2014.

"Consumer Price Index" shall mean the consumer price index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor (All Items 1982 - 1984 = 100) Boston/Brockton/Nashua Figure, or if such price index shall not be published in the future, the price index most nearly comparable then published by the Department of Labor of the Government of the United States of America or if none is then published by said Department, by any Department of the Government of the United States of America as the Landlord may select.

4.2 DUE DATE OF RENT

The basic rent to be paid during the term of this Lease and any extension hereof shall be



payable in equal monthly installments in advance on the first day of each and every month together with all other sums or charges characterized in this Lease as additional rent subject to the Landlord's right to charge the Tenant for such other charges at other times as provided in this Lease without set-off or reduction unless specifically otherwise set forth in this Lease. The basic rent and any additional rent for any partial month shall be pro rated in the event that this Lease commences or terminates on days other than the first and last days of any calendar month.

4.3 LATE PAYMENT OF RENT

The Tenant shall pay a late payment charge at the annual rate of the sum of the Wall Street Journal Prime Rate of Interest plus three (3%) percent on any payment of basic rent, additional rent or any other charge to be paid by the Tenant under this Lease which is not received within ten (10) days after its due date. Such late payment charge(s) shall be deemed to be additional rent and failure to pay the same shall, at the Landlord's option, be a default of the Tenant's obligations under this Lease.

4.4 ADDITIONAL RENT/OPERATING EXPENSES

The Tenant covenants and agrees to pay to the Landlord as additional rent together with and in addition to the payment of the basic rent payable under this Lease the sum equal to the Tenant's proportionate share of the operating expenses for the Building and the parcel of land upon which the Building is located. The Tenant's proportionate share of said operating expenses is eleven and 04/100 (11.04%) percent (area of Premises: $29,800 \div 270,000$ square feet).

The term operating expenses ("Operating Expenses") shall mean all expenses incurred by the Landlord in the operation, management and maintenance of the Building and the Site and shall include, without limitation, all taxes relating to the Building and to the Site; utility charges for utilities consumed at the Site which are not directly billed to tenants by the providers of such utilities or for which the Tenant is otherwise obliged to pay pursuant to this Lease; insurance coverages; landscaping; snow removal; Building and Site maintenance and repairs including roof repairs; parking lot lighting, plowing, maintenance and striping; sprinkler system and fire alarm maintenance and repair expenses; and management and administrative expenses for the Building and Site. **EXCLUDED** from Operating Expenses are roof replacement and relayering and retarring of the roof except as incidental to roof repairs, structural maintenance and structural repair to the Building; depreciation; broker's commissions; interest on and amortization of indebtedness; costs of refinancing/financing; ground rents; costs incurred in providing services on an exclusive basis to one or more but not all tenants; costs incurred in connection with the cleanup or other Remediation of any Environmental Release; and costs incurred in connection with tenant disputes.

Tenant shall pay as additional rent 1/12 of the sum estimated by the Landlord to be the Tenant's proportionate share of Operating Expenses with a reapportionment as soon as actual Operating Expenses are known to the Landlord. The Landlord will furnish the Tenant annually within 120 days after the end of each operating year a statement setting forth the Operating Expenses for the operating year just expired, which statement will set forth the amounts, if any, owed by the Tenant on account of

such Operating Expenses or, in the alternative, any overpayment by the Tenant on account of Operating Expenses during such year, which sum shall be credited to the Tenant's obligation to pay basic rent and Operating Expenses next coming due until such overpayment is fully reimbursed, or, with respect to the operating year during which this Lease terminates, Landlord shall reimburse the amount of overpayment concurrently with the rendering of such statement to Tenant. Upon Tenant's written request received by the Landlord not later than ninety (90) days after the Landlord has furnished the Tenant with a statement setting forth the Operating Expenses for the operating year just expired, Tenant may review the data utilized by Landlord in calculating Operating Expenses for such year. If within thirty (30) days after Tenant's receipt of the data utilized by the Landlord in calculating such Operating Expenses, the Tenant gives notice to the Landlord of any inaccuracy in either the data or Landlord's calculation of Operating Expenses, Landlord shall promptly return to the Tenant that part of the Operating Expenses paid because of any inaccuracy or credit such amount to Tenant's share of future Operating Expenses. Tenant's failure to give such written notice of any inaccuracy within such period shall constitute Tenant's acceptance of Landlord's calculation of such Operating Expenses and of the data upon which such calculations were based.

Notwithstanding anything contained in this Lease to the contrary, in the event that the Tenant's business or use of the Premises results in an increase in the premium for insurance maintained by the Landlord, the Tenant shall be responsible to the Landlord for such increase in premium and shall pay to the Landlord within twenty (20) days of receipt of the Landlord's written demand the entire amount of such increase in premium which shall be deemed additional rent.

For the purposes of this Section 4.4 of this Lease, the following terms shall have the following respective meanings:

- (i) "Site" wherever used in this Lease means the entire land with the buildings thereon known as and numbered 10 Industrial Way, Amesbury, Massachusetts, owned by the Landlord and being all of the land being the subject of a deed from Bowles, LLC and Fenton, LLC, to the Landlord recorded with Essex County Southern District Registry of Deeds at Book 16761 Page 282 including all structures, parking facilities, and common facilities built thereon or as they may be from time to time reduced by eminent domain takings, dedications to public authorities or disposition by the Landlord of any part thereof; and
- (ii) "Taxes" means real estate taxes, betterments, and assessments arising from the ownership, use, occupation or operation of the Site, but expressly excluding net income or franchise taxes of Landlord, any penalties and/or interest, and sales, transfer, rent, inheritance and capital stock taxes.

In case any abatement of any tax is granted by any taxing authority, the Tenant shall share pro rata in such abatement after the deduction of the Landlord's fees and expenses incurred in obtaining such abatement.



It is expressly understood and agreed that all payments required by this Section 4.4 are to be regarded as additional rent and that all rights and remedies available to the Landlord for non-payment of rent by the Tenant shall be equally available upon the non-payment of any of the items of additional rent described in this Section 4.4 or elsewhere in this Lease.

It is further understood and agreed that in the event that the Tenant shall default in the payment of any of the additional rent payments required in this Section 4.4 or elsewhere in this Lease such default continuing for ten (10) days after written notice by the Landlord to the Tenant that such payment is due, then the Landlord at the Landlord's sole option may pay said item of additional rent and add the amount thereof to the next monthly installment due from the Tenant herein. It is expressly understood, covenanted and agreed, however, that the payment by the Landlord of any such items of additional rent as aforesaid shall not be deemed to waive or excuse a default in the payment thereof by Tenant nor the Landlord's rights to recover possession of the Premises as hereinafter provided for by reason of such default.

Tenant shall dispose of its trash in a dumpster(s) to be provided by the Tenant and which shall be located in an area to be jointly determined by the Landlord and Tenant on the southerly or easterly side of the Building. The Tenant shall cause the areas surrounding such dumpster(s) to be kept free of trash and debris at all times and shall cause full dumpsters to be promptly removed.

Tenant shall be solely responsible for the cost of maintaining and repairing all heating, ventilation, sprinkler, electrical, sewage, alarm and plumbing systems which presently serve the Premises and any upgrades, replacements, additions and expansions of such systems. The Landlord shall be responsible for the replacement of the mechanical, electrical and plumbing systems serving the Premises required by normal wear and use thereof, but if such replacement is necessitated by reason of the Tenant's failure to properly maintain any of such systems or by reason of the Tenant's abuse thereof, the Tenant shall, upon the Landlord's demand, reimburse the Landlord for the cost of such replacements.

The Tenant shall also design and install and maintain in good operating order at all times during the term of this Lease and the extension hereof, if extended, security systems to protect the Premises from intrusion from the exterior of the Building and from other spaces within the Building which are not occupied by the Tenant, the design and implementation of such systems to be subject to the prior approval of the Landlord and to the extent required by 105 CMR 725.100 et seq. the Massachusetts Department of Public Health. Any such security system which affects access to any space within the Building not leased to the Tenant shall not interfere with access to or the use of such premises by the tenants thereof, their customers, visitors and employees.

The Tenant shall also provide a security guard for the Building twenty-four (24) hours per day seven (7) days per week at the Tenant's sole expense.

Any improvements and/or additions to any of such utility systems or to the plumbing, electrical, heating, ventilation, alarm and sprinkler systems made by or on Tenant's behalf shall become the property of the Landlord at the expiration or earlier termination of this Lease. The Tenant shall be solely responsible for the cost of maintenance, repairs and replacement and of any upgrades to the sprinkler system required by the Tenant's use of the Premises.

4.5 SECURITY DEPOSIT

(i) By February 7, 2014, Tenant shall deliver to the Landlord a security deposit ("Security Deposit") in the amount of \$40,975.00 such amount being equal to three months' basic rent computed at the rate of \$13,658.33 per month.

(ii) The Security Deposit is security for the full, faithful and timely performance and observance by Tenant of the terms, provisions and conditions of this Lease and is not an advance payment of rent. It is agreed that if a default of this Lease occurs and continues beyond any applicable notice, grace or cure period, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any basic rent, additional rent, or any other sum as to which the Tenant is in default or for any sum which Landlord may expend or be required to expend by reason of the occurrence of a default in respect of any of the terms, covenants and conditions of this Lease by the Tenant, including, but not limited to, any damage or deficiency accrued before or after summary proceedings or other re-entry by Landlord, including the costs of such proceeding or re-entry and further including, without limitation, reasonable attorney's fees. It is agreed that Landlord shall always have the right to apply the Security Deposit, or any part thereof, as aforesaid, with notice to the Tenant that the Security Deposit has been so applied and without prejudice to any other remedy or remedies which Landlord may have, or Landlord may pursue any other remedy or remedies in lieu of applying the Security Deposit or any part thereof. No interest shall be payable on the Security Deposit and Landlord shall have the right to commingle the Security Deposit with other funds of Landlord. If Landlord shall apply the Security Deposit in whole or in part, Tenant shall within ten (10) days of demand pay to Landlord the amount so applied to restore the Security Deposit to its original amount. Because Tenant's share of Operating Expenses and other additional rents are subject to annual reconciliation based on actual amounts determined to be due, in addition to the other rights provided herein to Landlord regarding the Security Deposit, Landlord shall have the right, in its discretion, upon the end of the Lease and delivery of the Premises in accordance with the terms hereof, to hold all or a portion of the Security Deposit (or whatever amount remains after Landlord exercises its other rights hereunder) until the earlier of (i) ten (10) days after such reconciliation and (ii) receipt of all amounts due Landlord from Tenant at which time Landlord has the right to deduct any amounts then determined to be due from the remaining Security Deposit and return any balance of the Security Deposit to Tenant. If the remaining Security Deposit, if any, is not sufficient to pay Tenant's obligations hereunder, Tenant shall pay the same within twenty (20) days of billing from Landlord. In the event of a sale or other transfer of the Building and Site, Landlord shall transfer the Security Deposit then remaining to the vendee and Landlord shall thereupon be deemed to be released from all



liability for the return of such Security Deposit to Tenant, provided that such vendee assumes the Landlord's obligations hereunder; and Tenant agrees to look solely to the new landlord for the return of the Security Deposit then remaining. The holder of any mortgage upon Building and Site shall never be responsible to Tenant for the Security deposit or its application or return unless the Security Deposit shall actually have been received in hand by such holder. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

4.6. PLACE OF PAYMENT OF RENT

All payments of basic annual rent, additional rent and any other sums or charges to become due with respect to this Lease shall be made to the Landlord at:

10 Industrial Way
Amesbury, Massachusetts 01913

until otherwise notified in writing by the Landlord.

5. CONSTRUCTION

5.1 Condition of Premises/Tenant's Acceptance of Premises

The Landlord shall deliver possession of the Premises in its "AS IS" condition to the Tenant upon the Term Commencement Date.

The Tenant represents to the Landlord that the Tenant has inspected the Building, the Premises and the Site, is fully satisfied with the condition of the Premises and the Building and its suitability for the Tenant's intended use thereof.

5.2 Landlord's Work

Upon the issuance of all of the necessary licenses, permits and other authorizations required from any local or Massachusetts official, Massachusetts department or other state authority required for the Landlord's Work (collectively the "Massachusetts Governmental Approvals"), the Landlord shall promptly commence and diligently proceed (subject to Section 18.3 of this Lease) to complete the Landlord's Work set forth in Exhibit B annexed to this Lease and incorporated by reference herein. The Landlord's Work shall be performed in a good and workmanlike manner in accordance with applicable Massachusetts laws.

5.3 Tenant's Work

Any improvements to the Premises required by the Tenant which are not being provided by the

Landlord as part of Landlord's Work shall be made in accordance with the provisions of the Tenant Work Letter attached hereto as Exhibit C. The Tenant may have access to the Premises for performing Tenant's Work subsequent to the date that a Certificate of Registration has been issued to the Tenant for the Premises pursuant to Section 3.3 of this Lease provided that neither the Tenant nor its employees or independent contractors shall interfere with the Landlord's Work to be performed under Section 5.2 hereof in accordance with the provisions of the Tenant Work Letter attached hereto as Exhibit C. The plans and specifications for Tenant's Work shall be submitted to the Landlord for the Landlord's approval prior to the Landlord's application for the Massachusetts Governmental Approvals necessary to the performance of the Landlord's Work.

Tenant shall be responsible for the Tenant's fit-up of the Premises including non-construction items such as voice and data wiring, installation of machinery and equipment and racking within the Premises in accordance with the provisions of the Tenant Work Letter attached hereto as Exhibit C. The Tenant may have access to the Premises for the purpose of performing Tenant's Work on and after the date of the execution of this Lease provided that the performance of Tenant's Work shall not interfere with the performance of Landlord's Work.

5.4 ALTERATIONS AND ADDITIONS

Tenant shall not make alterations or additions to the Premises except in accordance with plans and specifications therefor first approved by Landlord in writing which consent shall not be unreasonably withheld. The provisions of the preceding sentence shall not apply to alterations or additions which are non-structural and do not materially affect the base building mechanical systems and do not cost more than Ten Thousand (\$10,000.00) Dollars, but Tenant shall advise Landlord of its intent to perform same before commencing work. Landlord shall not be deemed unreasonable for withholding approval of any alterations or additions which (a) involve or materially affect any structural or exterior element of the Building, any area or element outside of the Premises, or any facility including all utilities serving any area of the Building outside the Premises, or (b) will increase the cost of insurance on the Building unless Tenant first gives assurance acceptable to Landlord for payment of such increased cost and subject to the immediately following sentence such readaptation of the Premises to the condition existing before such alteration or adaptation will be made prior to such termination without expense to Landlord, or (c) may require zoning approvals. All alterations and additions shall be part of the Building unless prior to the commencement of such alteration or addition Landlord shall specify the same for removal at the termination of this Lease and all such alterations and/or additions shall be removed by the Tenant prior to the termination of this Lease, the Premises to be restored by the Tenant to the condition existing prior to such alteration or addition. Tenant shall provide to Landlord as-built drawings of the alterations or additions, whether or not Landlord's approval thereof was required, within thirty (30) days after completion thereof. All of Tenant's alterations and additions and installation of furnishings shall be coordinated with any work being performed by Landlord in such manner as to maintain harmonious labor relations and not to damage the property or interfere with the Building's operation and, except for installation of furnishings, shall be performed by contractors or workmen first approved by Landlord, which approval shall not be unreasonably withheld. Tenant, before its work is started, shall: secure all licenses and permits



necessary therefor; deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them; take out and maintain during the course of construction of alterations or additions so-called Builder's Risk insurance issued by responsible companies qualified to do business in Massachusetts and covering loss by fire and other perils included in extended coverage endorsements for the full cost of the improvements on a completed value non-reporting form and naming Landlord as an additional insured; and cause each contractor to carry workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and comprehensive public liability insurance and property damage insurance with such limits as Landlord may reasonably require (naming Landlord and Landlord's managing agents as additional insureds) but in no event less than, with respect to public liability insurance \$2,000,000.00/\$2,000,000.00 and with respect to property damage insurance, \$500,000.00 as to the general contractor or design/builder and respective limits of \$3,000,000.00/ \$3,000,000.00 and \$500,000.00 as to subcontractors all insurance to be written in companies licensed to do business within the Commonwealth of Massachusetts and rated "A" or better by Best's and insuring Landlord and Tenant as well as the contractors, and to deliver to Landlord copies of all such permits and certificates of all such insurance. Tenant agrees to pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises or the Property and immediately to discharge any such liens which may so attach or provide a bond covering such liens within fifteen days after any such lien attaches. The provisions of this section shall apply to the Tenant Work as well as to work subsequent to the Term Commencement Date except to the extent Exhibit C is inconsistent with this section, in which case the provisions of Exhibit C shall govern.

5.5 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION

All construction work required or permitted by this Lease to be performed by the Landlord or by the Tenant shall be done in a good and workmanlike manner and in compliance with all applicable Massachusetts laws and all lawful ordinances, regulations and orders of Massachusetts governmental authority and insurers of the property. The Landlord may inspect the Tenant's Work at all reasonable times upon reasonable notice if such inspection occurs after the Term Commencement Date and shall promptly give notice of observed defects. Tenant may inspect Landlord's Work prior to its substantial completion.

5.6 COMPLETION OF TENANT'S WORK

The Tenant shall use reasonable efforts to complete the Tenant's Work in a timely fashion. Any delay in the completion of Tenant's Work shall not postpone the Term Commencement Date of this Lease.

5.7 COMPLIANCE WITH LAW

The Landlord shall make such repairs or alterations to the Premises as may be required by applicable Massachusetts law except those which are necessitated solely by reason of the Tenant's use of the Premises for the permitted uses set forth in Section 6.1 hereof.

6. PERMITTED USES/RESTRICTIONS ON USE

6.1 PERMITTED USES

The intended use of the Premises is for general business purposes as are permitted by the Zoning Ordinance of the City of Amesbury and including, but not limited to, the cultivation of medical marijuana and production of medical marijuana infused products ("MIPS") for use in the operation of a Registered Marijuana Dispensary ("RMD") in strict accordance with the Massachusetts Act for the Humanitarian Medical Use of Marijuana and in strict accordance with 105 CMR 725.000 *et seq.* (collectively the "Act") and all other regulations, guidelines and requirements regarding medical marijuana and/or marijuana and marijuana infused product pursuant to the Act in the Commonwealth of Massachusetts. Tenant shall use and occupy the Premises for general business purposes, including, but not limited to, all actions and uses required to operate a RMD in accordance with the Act, and only in accordance with the uses permitted under applicable zoning and other applicable regulations and requirements and for no other purpose, unless otherwise approved in advance in writing by Landlord, which consent may be withheld in Landlord's sole and absolute discretion. No trade, activities or occupation shall be conducted on the Premises, or use made of any part thereof, which constitutes an illegal purpose under the laws of the Commonwealth of Massachusetts and/or will be unlawful, improper, noisy, lewd, lascivious, hazardous or offensive, or contrary to the Act or the laws of the Commonwealth of Massachusetts, Department of Public Health (DPH) and/or any municipal by-law or ordinance in force by the City of Amesbury. Tenant shall obtain any and all licenses, permits or approvals required by the laws and regulations of the Commonwealth of Massachusetts, the Act, the Massachusetts Department of Public Health and the City of Amesbury for the operation of an RMD and its cultivation requirements at the Premises.

6.2 RESTRICTIONS ON USE

- (i) The Tenant shall not use or occupy the Premises in violation of any certificate of occupancy or building permit issued for the Premises or any applicable municipal or Massachusetts zoning ordinance, code, statute, rule, regulation, ordinance, variance or decision of any local or Massachusetts zoning board or other Massachusetts governmental agency having jurisdiction of the Premises, the Building, and/or the Site. The statement in this Lease of the permitted uses of the Premises does not constitute a representation or guaranty by the Landlord that such use may be conducted by the Tenant on the Premises or is lawful under the certificate of occupancy or building permit or that it is otherwise permitted by Massachusetts law.

No application for a variance, permit or any other approval of any type, kind or description shall be made to any Massachusetts governmental agency, official or authority by or on the Tenant's behalf without the prior written approval of the Landlord not to be unreasonably withheld.

If required by applicable municipal or Massachusetts law, Landlord as part of Landlord's Work shall obtain a Certificate of Occupancy for the Premises.

Except for the immediately preceding sentence, the Tenant shall obtain all licenses and permits necessary for the conduct of the Tenant's business at the Premises;

- (ii) The Tenant shall conduct its business in such a manner as shall not unreasonably interfere with or disturb any other tenant in the use and quiet enjoyment of such other tenant's tenancy or the conduct of such tenant's business or the Landlord in the management of the Building;
- (iii) The Tenant shall not keep within the Premises any article of dangerous, inflammable, or explosive character which increases the danger of fire upon the Premises except in accordance with all applicable codes, statutes, regulations and by-laws of the Commonwealth of Massachusetts or local municipality;
- (iv) The entrances to the Premises shall not be obstructed or encumbered by the Tenant or used for any purpose other than ingress and egress to and from the Premises;
- (v) The Tenant shall not cause or permit the roof or walls of the Building to be perforated nor permit the hanging of any equipment or machinery from the ceiling, walls or supporting members of said Premises or the Building or place any equipment or antennas on the roof of the Building or affix the same to the exterior of the Building or locate any such equipment or antennas anywhere on the Site without the prior written consent of the Landlord;
- (vi) The Tenant shall not engage in any research or any other activity at the Premises which directly or indirectly poses an unreasonable risk to the public health or to the health and safety of any person at or about the Premises or to the Building or to the Premises as determined under local or Massachusetts laws, regulations and/or ordinances;
- (vii) The Tenant shall conduct its operations at the Premises and Site in strict compliance with all the Act and with all other applicable municipal codes and

Massachusetts statutes and regulations and shall install, at its sole expense, such ventilation, fire suppression, cleanup systems and adopt such procedures as may be mandated by Massachusetts governmental agencies and/or municipal, having jurisdiction thereof and shall strictly conform to all requirements of any insurer with respect to the same; and

- (viii) The Tenant shall immediately notify the Landlord in writing of any alleged violation of the Act of which the Tenant has received notice from the Massachusetts Department of Public Health.

7. MAINTENANCE AND REPAIRS.

Tenant shall not cause or permit waste, damage or injury to the Premises and Tenant shall keep and maintain all nonstructural interior portions of the Premises in good condition in accordance with this Lease and in compliance with all municipal and Massachusetts statutes, codes, regulations and ordinances.

The Tenant shall surrender the Premises to the Landlord at the end of the term of this Lease in as good condition as said Premises have been delivered by the Landlord to the Tenant at the Term Commencement Date, reasonable wear and tear and damage by fire and other casualty or taking only excepted.

8. PUBLIC LIABILITY INSURANCE.

The Tenant shall save the Landlord harmless and indemnified from and against all injury, loss, claims or damages to any person or property while on the Premises arising out of the use or occupancy of the Premises by the Tenant (unless caused by the acts, negligence or default of the Landlord, its employees, agents, licensees, or contractors), and from and against all injury, loss, claims or damages to any person or property anywhere on the Premises or Building at which the Premises are located and at the parking areas serving the Building or Premises occasioned by any act or omission, default or intentional misconduct of the Tenant or its agents, servants, employees or contractors.

The Tenant shall maintain in force at all times during the term of this Lease and any extensions of such term with respect to the Premises and appurtenances thereto, comprehensive general liability and property damage insurance including the broad form comprehensive general liability endorsement with the amount of coverage of not less than \$2,000,000.00 per occurrence/\$2,000,000.00 aggregate for all occurrences within each policy year. The Tenant shall also maintain at all times during the term of this Lease and all extensions thereof worker's compensation insurance in the statutorily mandated limits. Such insurance shall be with a company or companies rated "A" or better and qualified to do business in Massachusetts, insuring the Landlord, the Tenant and any managing agent as the Landlord may designate. The Tenant may obtain a policy or policies of blanket insurance which may cover other properties of the Tenant provided that any such blanket insurance policy expressly allocates to the properties to be insured hereunder not less than the amount of insurance required pursuant to this



Lease.

At or prior to the Term Commencement Date, the Tenant shall deposit with the Landlord certificate(s) of insurance evidencing the existence of insurance that Tenant is required to maintain under this Lease. Such certificate shall provide that the coverages set forth therein shall not be changed to reduce coverage or be cancelled without at least thirty (30) days' prior written notice to the Landlord. Renewal and/or replacement policies shall be evidenced by certificates of insurance which shall be delivered to the Landlord not less than fifteen (15) days prior to the expiration of existing policies.

The Tenant shall also maintain in force at all times during the term of this Lease and any extension of such term, all insurance coverages and bonds, if any, as may be required by the Act and/or by the Tenant's Certificate of Registration issued for the Premises issued pursuant to the Act.

9. DAMAGE TO PREMISES/FIRE/CASUALTY

If a substantial portion of the Building or of the Premises are substantially damaged, then the Landlord may elect to terminate this Lease provided that (i) insurance proceeds payable with respect to such fire or casualty are not sufficient to rebuild or restore the Premises or the Building to their condition prior to such fire or casualty, and/or (ii) the holder of a mortgage does not permit the use of insurance proceeds to rebuild or restore the Premises; or (iii) if such fire or casualty occurs within two (2) years of the expiration of the term of this Lease or the expiration of any extension of the term of this Lease which has been exercised prior to the occurrence of such fire or casualty. For as long as any fire, casualty, or taking renders the Premises or any portion thereof unsuitable for its intended use and Landlord has not elected to terminate this Lease, a just and proportionate abatement of rent shall be made.

The Tenant may elect to terminate this Lease by written notice to Landlord if: (a) the Landlord fails to give written notice within thirty (30) days of said fire or casualty of its intention to restore the Premises, or (b) if the Premises cannot be restored within one hundred twenty (120) days after such fire or casualty, or (c) the Landlord fails to restore the Premises to a condition suitable for their intended use within one hundred twenty (120) days after said fire or casualty.

The term "substantial damage" shall mean damage of such a character that cannot be reasonably expected to be repaired within ninety (90) days from the time of the commencement of such repair.

In no event shall the Landlord or any mortgagee be liable for restoration beyond the extent of available insurance proceeds. The Landlord's obligation to restore is further conditioned upon the holder of any mortgage on the Site and/or Building releasing insurance proceeds for restoration and subject to the conditions of this Section 9. The Landlord shall request the holder of any such mortgage to allow such insurance proceeds to be used to restore the Building and the Premises. Any mortgagee's refusal to permit all such insurance proceeds to be utilized in the restoration of the Building shall



permit the Landlord at the Landlord's election to terminate this Lease without further recourse by either Landlord or Tenant to the other, and the Landlord shall notify the Tenant within 15 days of the date the Landlord receives notice from its mortgagee that insurance proceeds will not be made available for restoration. If this Lease is not terminated as provided in this Section 9, then the Landlord shall repair, restore and/or rebuild the Leased Premises and/or Building to the condition thereof as existing on the Term Commencement Date reasonable wear and tear excepted. Tenant's obligation to pay rent hereunder shall abate until such restoration is completed and possession of the Premises is delivered to the Tenant.

Notwithstanding anything contained in this Section 9 to the contrary, if the unexpired portion of the term of this Lease remaining after the anticipated completion of restoration to the Premises is six (6) months or less, and the Tenant has no existing right to extend the term of this Lease, then either the Landlord or Tenant may terminate this Lease.

10. EMINENT DOMAIN

In the event that the whole of the Premises or the Building or land at which said Premises are located shall be condemned or taken in any manner by eminent domain, this Lease shall forthwith terminate as of the date of such taking or condemnation. In the event that only a portion of the Premises shall be so condemned or taken, then effective as of the date of such taking or condemnation, the basic annual rent and additional rent shall be abated equitably and this Lease shall remain in full force and effect.

In the event that only a part of the Premises or the Building shall be so permanently condemned or taken, and (whether or not the Premises are directly affected) if such condemnation or taking is "substantial" as hereinafter defined, either the Landlord or the Tenant may by written notice to the other within sixty (60) days following the date on which Landlord's title has been divested by such authority, terminate this Lease. "Substantial" shall be defined to mean any condemnation or taking which: (a) results in the loss of access to the entrance to the Premises (subject to the relocation of such entrance by the Landlord); or (b) results in the loss of the Tenant's use of fifteen (15%) percent or more of the floor area of the Premises, or if there is no longer available for the Tenant's use the number of parking spaces required in Section 2 of this Lease.

If neither the Landlord nor Tenant elects to terminate this Lease as aforesaid, this Lease shall be unaffected by such taking, except that the basic annual rent and additional rent shall be abated equitably. In the event that only a part of the Premises shall be so condemned or taken and this Lease is not terminated as hereinbefore provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the Premises as nearly as practicable to the same condition as it was prior to such condemnation or taking, but only to the extent of condemnation proceeds available to Landlord.

In the event of any condemnation or taking of all or part of the Building or Site, Landlord shall be entitled to receive the entire award in the condemnation proceedings, including any award made for

the value of the estate vested by this Lease in the Tenant, and the Tenant hereby expressly assigns to the Landlord any and all right, title and interest of Tenant now or hereafter, arising in or relating to any such award or any part thereof except Tenant shall be entitled to any relocation costs awarded by reason of such condemnation or taking and the Tenant shall also be entitled to any award for the value of its trade fixtures, personal property and equipment. The parties shall cooperate in making claims for any property which is taken in condemnation proceedings.

11. UTILITIES

The Tenant shall pay for all utilities consumed at the Premises including, without limitation, sewer and water usage, electricity, gas and telephone. The Landlord at the Landlord's expense shall install separate meters to measure gas and electric usage consumed by Tenant. The Tenant covenants and agrees that it shall pay for all such utilities when due to the provider thereof and failure to pay for any utility which may become a lien on the Site or Building (i.e., water and sewer usage bills) by its due date, shall be a default of this Lease.

12. LANDLORD'S OBLIGATIONS

In addition to any other obligations of the Landlord set forth elsewhere in this Lease, the Landlord shall be responsible for structural maintenance and structural repair of the Premises, including foundations, exterior walls, structural supports and the roof, unless such structural maintenance or structural repairs are necessitated by the negligent act or omission, or intentional misconduct of the Tenant, or its employees. If such structural maintenance or structural repairs are necessitated by the negligent act or omission, or intentional misconduct of the Tenant, or its employees, the Landlord at the Landlord's option may perform such structural maintenance or repairs charging the same to the Tenant as additional rent and the Tenant's failure to pay such additional rent within twenty (20) days after written demand therefor shall constitute a default of this Lease. Alternatively, the Tenant shall forthwith upon the Landlord's demand make such structural repairs or undertake such structural maintenance as may be necessitated by the negligent act or omission or intentional misconduct of the Tenant or its employees in a good and workmanlike manner with new materials and in compliance with all applicable Massachusetts and municipal statutes, codes, regulations and ordinances subject to the Landlord's prior written approval of the Tenant's proposed structural repairs or structural maintenance, which approval shall not be unreasonably withheld, conditioned or delayed.

Landlord shall maintain or cause to be maintained the common areas on the Site in good order and repair reasonably free and clear from snow, ice and debris. The common areas shall consist of common area bathrooms to which the Tenant has access, all parking areas, landscaped areas, sidewalks, driveways and other facilities available for use by the Tenant, its invitees, other tenants of the Building and their invitees.

The Landlord shall never be deemed to be in default of its obligations under this Lease unless it has received written notice from the Tenant of its alleged failure or neglect to perform its obligations

under the Lease and thirty (30) days have expired without the Landlord curing such alleged default, unless such alleged default is of such nature that it cannot be reasonably expected to be cured within such period, and in such instance, if the Landlord has commenced to cure the same within said thirty (30) day period and thereafter diligently prosecutes such cure to completion, it shall not be deemed in default of this Lease.

If the Landlord fails to perform the Landlord's obligations under this Section 12 beyond any applicable notice, grace or cure period, then the Tenant may perform such obligation in the place of the Landlord in such instance after giving the Landlord at least ten (10) days' prior written notice of such intention provided that the Tenant shall perform such obligation in compliance with all applicable Massachusetts laws with licensed, qualified personnel at competitive rates and the documented cost of such undertaking shall be credited against the basic rent next becoming due under this Lease until such cost has been satisfied in full. The Tenant's undertaking to perform the Landlord's obligations as provided in this section shall constitute a waiver of any default by the Landlord in failing to perform such obligation.

13. SUBLEASE AND ASSIGNMENT.

The Tenant shall not, without the prior written consent of the Landlord, assign, mortgage, pledge or otherwise transfer this Lease or its rights hereunder, or to make any sublease, or to permit occupancy of the Premises or any part thereof by anyone other than Tenant, except that Tenant may assign this Lease or sublet the whole or a portion of the Premises without Landlord's consent to (i) an entity controlling, controlled by or under common control with Tenant, or (ii) an entity purchasing all of Tenant's business, assets and liabilities. Except for an assignment or subletting permitted by the immediately preceding sentence with respect to any request by Tenant for Landlord's consent to assignment or subletting, Tenant shall submit to Landlord in writing (i) the name of the proposed assignee or sublessee, (ii) such information as to its financial responsibility and standing as Landlord may reasonably require, and (iii) all of the terms and provisions upon which the proposed assignment or subletting is to be made. In any such subletting or assignment, the Premises shall be used for purposes which are consistent with typical use of the Building subject to Landlord's consent not to be unreasonably withheld or delayed. The Tenant shall supply such additional information as Landlord reasonably requests with respect to such assignment or subletting.

The consent by Landlord to an assignment or subletting in any one instance shall not relieve the Tenant from obtaining the express written consent of the Landlord to any future assignment or subletting of the whole or any part of the Premises. The acceptance of rent by the Landlord from any assignee, subtenant or other occupant of the Premises shall not be deemed a waiver of this covenant, or the acceptance of such assignee, subtenant or occupant as a Tenant, or a release of the Tenant from the further performance by Tenant of the covenants in this Lease on the Tenant's part to be performed. If the Tenant is a corporation, the transfer of a controlling interest in the stock thereof shall be deemed to be an assignment of this Lease.

Any subletting or assignment shall be subject to and conditioned upon the following: (i) at the



time of any proposed subletting or assignment, Tenant shall not be in default beyond any applicable notice and grace or cure period under any of the terms, provisions or conditions of this Lease; (ii) the subtenant or assignee shall occupy and use the Premises and conduct its business for the same purposes as the Permitted Uses as they relate to such assignee's or sublessee's product and for no other purpose; (iii) if Landlord accepts the subtenant or assignee, as the case may be, the Tenant jointly and severally together with any guarantor hereof shall nonetheless remain liable for the Tenant's obligations pursuant to this Lease; (iv) prior to occupancy, Tenant and/or its assignee or subtenant shall deliver to Landlord a complete counterpart of the written assignment of lease or sublease, as the case may be, which Tenant proposes to execute, and when executed shall be duly consented to by any guarantor of this Lease, which shall include the agreement that the assignee shall accept said assignment and assume and agree to perform all of the terms, conditions and covenants of this Lease or that the subtenant will agree to be bound by and to perform all of the terms, conditions and covenants of this Lease on the Tenant's part to be performed as the case may be, including the payment of rent, additional rent and all other charges jointly and severally together with the Tenant named in this Lease. A fully executed counterpart of such assignment or sublease shall be delivered within ten (10) days of the occupancy of the Premises by such assignee or sublessee. Such assignment or subletting shall be on the further condition that notwithstanding such assignment or subletting and the consent of Landlord thereto, neither Tenant nor any guarantor of the Tenant's obligations under this Lease shall be discharged or released from any liability hereunder and such obligations shall continue with the same force and effect as though no assignment or sublease had been made; (v) Tenant shall reimburse Landlord for its reasonable costs and reasonable attorneys' fees in connection with such assignment or subletting not to exceed \$2,500.00; and (vi) the Tenant shall pay the Landlord fifty (50%) percent of the excess of any sublease rental received by the Tenant over and above the basic annual rental payable under this Lease therefrom the Tenant's reasonable costs and expenses incurred in connection with such subleasing or assignment.

14. SUBORDINATION.

This Lease is subject and subordinate to all mortgages and ground leases prior or subsequent to the date of execution and delivery of this Lease and to all renewals, modifications, consolidations, replacements and extensions of such mortgages and ground leases, if any, provided that the holder of such mortgage or ground lessor enters into a subordination, non-disturbance and attornment agreement in form customarily required by such mortgagee or ground lessor provided such form is reasonably acceptable to the Tenant. At the Landlord's request, the Tenant shall join in the execution of such subordination, non-disturbance and attornment agreement requested by the holder of any mortgage or ground lessor from time to time within twenty (20) days after Landlord's request for the execution thereof provided such form is reasonably acceptable to the Tenant.

Landlord agrees to request any present or future mortgagee of the Building and Site to execute a recognition and non-disturbance agreement which provides that so long as the Tenant is not in default of its obligations under this Lease beyond any applicable notice and cure periods, that such mortgagee shall not interfere with the Tenant's use and occupancy of the Premises in accordance with the terms of this Lease in case of foreclosure, but the Landlord's failure to obtain such agreement from



any present or future mortgagee shall not constitute a default of the Landlord's obligations under this Lease.

15. RIGHTS OF LANDLORD ON TENANT'S DEFAULT

15.1 EVENTS OF DEFAULT

- (i) If Tenant shall fail to timely perform any of the Tenant's obligations under this Lease to pay basic rent, additional rent, or any other charge hereunder and if such failure shall continue for ten (10) days after Tenant's receipt of written notice by the Landlord to the Tenant, or if the Tenant has failed to timely perform or has breached any of the Tenant's other obligations under this Lease such failure continuing for thirty (30) days after Tenant's receipt of written notice by the Landlord to the Tenant of such failure unless such default is of such nature that in the exercise of reasonable efforts such default could not reasonably be expected to be cured within thirty (30) days in which case and provided that the Tenant has commenced cure efforts within such thirty (30) day period and has continuously pursued efforts to remedy such default using reasonable efforts and due diligence in which case such grace or cure period shall be deemed to have been concurrently extended;
- (ii) if any assignment shall be made by Tenant or any guarantor of Tenant's obligations under this Lease for the benefit of creditors, or
- (iii) if Tenant's leasehold interest shall be taken on execution, or
- (iv) if a lien or other involuntary encumbrance is filed against Tenant's leasehold interest or Tenant's property located at the Premises and is not discharged or bonded off or otherwise secured to the Landlord's satisfaction within forty-five (45) days thereafter, or
- (v) if a petition is filed by the Tenant for an adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Code as then in force, or
- (vi) if any involuntary petition under any of the provisions of said Bankruptcy Code is filed against the Tenant and such involuntary petition is not dismissed within sixty (60) days thereafter, or
- (vii) the termination of existence, dissolution, winding up or liquidation of the Tenant,

then, and in case of any such foregoing event of default set forth in this Section 15.1(i) - 15.1(vii), the Landlord may terminate this Lease by sending written notice of termination to the Tenant and Landlord and the Landlord's agents and servants lawfully may, in addition to and not in derogation of

any remedies from any preceding breach of this Lease, immediately or at any time thereafter and with process of law enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

If the Tenant fails to pay basic rent, additional rent or any other sum due under this Lease, the Landlord shall give the Tenant written notice of such failure to pay rent, additional rent, or any other charge hereunder and such failure shall not be deemed a default if Tenant pays such amount within ten (10) days after such notice; provided, however, that Landlord shall be under no obligation to give more than three (3) such notices in any calendar year.

The Landlord and Tenant each hereby waives its right to claim a trial by jury in any action brought with respect to this Lease.

In accordance with Massachusetts General Laws Chapter 186, Section 11A, Tenant waives any right to receive any 14-day Notice to Quit for Nonpayment of Rent it being the parties' intent that the terms of this Section 15 govern the termination of this Lease in case of Tenant's default.

15.2 REMEDIES

In the event this Lease is terminated by reason of the Tenant's default hereof, Landlord may at Landlord's option occupy the Premises or cause the Premises to be altered, divided, consolidated with other portions of the Building, or otherwise changed or prepared for reletting, and may relet the Premises or any part thereof, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this Lease, and receive the rent therefor, applying the same first to the payment of such expenses Landlord may have incurred in connection with the recovery of possession of the Premises and to the payment of Landlord's Costs and expenses to maintain the Premises for which the Tenant is responsible under this Lease had termination not occurred and to return the Premises to the condition the Premises are required to be in at the expiration of the term of this Lease and to the payment of such expense the Landlord may have incurred in connection with dividing, consolidating with other adjoining space in preparing the Premises for reletting, and/or which the Landlord may have incurred, including brokerage and attorney's fees, in dealing with the Tenant's default of this Lease and the negotiation of new leases, and then to the payment of damages in amounts equal to the basic annual rent, additional rent and other charges hereunder and to the cost and expense of performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay to Landlord damages equal to the rent, additional rent and all other sums to be paid by Tenant as and when due under the terms of this Lease as if there were no default, less the net proceeds of the reletting, if any, as ascertained from time to time. In reletting the Premises as



aforesaid, Landlord may grant commercially reasonable rent concessions, and Tenant shall not be credited therewith. The Tenant shall not be entitled to any surplus accruing as a result of any reletting.

The Landlord agrees to use reasonable efforts to mitigate damages.

Nothing contained in this Lease shall however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, 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 proven.

15.3 REMEDIES CUMULATIVE

All rights and remedies which Landlord and Tenant may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any one or more of such rights and remedies may be exercised at the same time insofar as permitted by law. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not have the right to (a) accelerate basic annual rent and other amounts payable hereunder and (b) sue the Tenant for any consequential damages.

The Tenant agrees that notwithstanding anything to the contrary contained in this Lease, the Tenant shall not have any right to sue the Landlord for any consequential damages relating directly or indirectly to this Lease or the performance and/or failure to perform the Landlord's obligations hereunder.

15.4 LANDLORD'S RIGHT TO CURE DEFAULTS

Landlord may, but shall not be obligated to, cure at any time any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses incurred by Landlord (including reasonable attorneys' fees) in curing a default shall be paid by Tenant to Landlord on demand; provided, however, that in the event of any emergency the Landlord may elect to cure Tenant's default without notice to the Tenant.

15.5 EFFECT OF WAIVERS OF DEFAULT

Any consent or waiver by either party regarding any act or omission by the other party which otherwise would be a breach or default of any covenant, term or condition of this Lease, or any waiver by either party of the breach or default by the other party of any covenant, term or condition contained in this Lease shall not in any way be construed to operate as a waiver or consent of such covenant, term or condition of this Lease in any other instance. The failure of either party to seek redress for breach of, or to insist upon the strict performance of, any covenant or condition of this Lease in any one instance shall not be deemed a waiver of such breach in any other instance. Neither the payment by the Tenant nor the receipt by the Landlord of rent with knowledge of the breach of any covenant of this Lease shall be deemed to be a waiver of such breach unless such waiver is in writing. No consent

or waiver, expressed or implied, to or of any breach of any agreement or duty contained in this Lease on any one occasion shall be construed as a waiver or consent to or of any breach of the same or any other agreement or obligation hereunder on any other occasion.

15.6 NO ACCORD AND SATISFACTION

At the Landlord's election, no acceptance by Landlord of a lesser sum than the basic annual rent, additional rent or any other charge then due hereunder shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy available in this Lease or at law to the Landlord.

16. QUIET ENJOYMENT

The Landlord hereby agrees that the Tenant paying the basic annual rent, additional rent and any other sum hereinbefore reserved and timely performing each and every one of the terms, conditions, covenants and agreements contained in this Lease shall peaceably and quietly hold and enjoy the Premises free from disturbance by the Landlord or its agents or employees subject to the terms and conditions of this Lease and to any mortgage to which this Lease is subject and subordinate.

17. TENANT'S FURTHER COVENANTS

The Tenant further covenants and agrees:

- (i) To timely perform all of the Tenant's obligations set forth in this Lease and to pay when due all basic annual rent, additional rent, and all charges which by the terms of this Lease are to be paid by the Tenant;
- (ii) To use the Premises only for the Permitted Uses;
- (iii) To the extent not covered by insurance maintained or required to be maintained by the Landlord under this Lease, to pay all costs within thirty (30) days after written demand for all loss or damage suffered or incurred by the Landlord caused by the negligence or willful misconduct of the Tenant, its agents, employees, invitees or assigns;
- (iv) Except for those structural elements which are located within the Premises which are the Landlord's responsibility to maintain, at the Tenant's expense, to keep the interior of the Premises clean, neat and in good order, repair and condition, ordinary wear and tear and damage by fire, other casualty or taking excepted, and to keep all glass clean and in good condition, and to replace any glass which may be broken with glass of the same quality unless such breakage was caused by the Landlord or its agents or

employees;

- (v) To permit the Landlord and its agents to examine the Premises at reasonable times upon reasonable notice, and to show the Premises to prospective mortgagees or purchasers provided that any such examination or showing of the Premises shall not unreasonably disturb Tenant's operations and to show the Premises to prospective tenants during the last nine (9) months of the term of this Lease in accordance with this subparagraph (v);
- (vi) Not to injure, overload, deface or otherwise harm the Premises; not to commit any nuisance; not to permit the emission of any odor from the Premises except in compliance with applicable Massachusetts and municipal law nor make any use of the Premises which will increase the cost of the Landlord's insurance;
- (vii) Not to store or dispose of trash anywhere on the Site except in dumpsters to be provided by the Tenant;
- (viii) Not to suffer or permit strip or waste to the Site or the Building in which the Premises are located;
- (ix) Not to permit or engage in any use or activity which constitutes a violation of any Massachusetts or municipal law, regulation or ordinance or create a public or private nuisance under Massachusetts law;
- (x) Not to conduct any auction, fire, bankruptcy, or going-out-of-business sale, nor use or permit any sound apparatus for reproduction or transmission of music or sound which shall be audible beyond the physical interior of the Premises occupied by the Tenant;
- (xi) At the expiration of the term or earlier termination of this Lease to surrender all keys to the Premises, to remove all of its trade fixtures and personal property from the Premises, and all Tenant's signs wherever located, to repair all damages caused by such removal and to yield up the Premises broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of the Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs to the Premises. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's failure and delay in surrendering the Premises as above provided.
- (xii) Except as permitted by Section 18.14 hereof, not to place any signs on or about the Premises or Building or on the Site without Landlord's prior written approval and where such sign is permitted, to comply with any applicable Massachusetts and

municipal governmental controls regarding the same;

- (xiii) Not to permit the disposal or discharge of any waste or refuse, chemicals, oils, acids, or any other substances utilized by the Tenant in the conduct of its business at the Premises into the drains and plumbing system which serve the Premises and/or the Building it being agreed and understood that the drain and plumbing system serving the Premises and the Building are intended solely for the disposition of sanitary sewage;
- (xiv) Not to permit the emission of any odors from the Premises;
- (xv) To the extent not covered by insurance maintained or required to be maintained under this Lease by the Landlord, to indemnify and hold the Landlord harmless (including Landlord's reasonable attorney's fees, costs and expenses) from any claim, loss or damage sustained by the Landlord by reason of the any negligent act or omission, default or intentional misconduct of the Tenant, the Tenant's employees, representatives, agents and independent contractors;
- (xvi) To comply with the Massachusetts State, Building and Fire Codes all regulations of the Board of Fire Underwriters or any such similar organization; and
- (xvii) To comply with the Act and with any Certificate of Registration affecting the Premises issued by the Massachusetts Department of Public Health.

18. MISCELLANEOUS.

18.1 RECORDING. The Tenant agrees that it will not record this Lease and that any such recording shall constitute a default of this Lease entitling the Landlord to terminate this Lease. On or after the Term Commencement Date, at the request of either party, both parties shall execute a Notice of Lease pursuant to Massachusetts General Laws Chapter 183, Section 4, in form suitable for recording with the Essex South Registry of Deeds.

18.2 LANDLORD'S LIABILITY. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the monetary liability of any Landlord hereunder shall be limited to its equity in the Building and the Site in the event of a breach by Landlord of any of the terms, covenants or conditions of this Lease to be performed by Landlord and the Tenant hereby agrees that any judgment it may obtain against Landlord as a result of a breach of any of the terms, covenants or conditions hereof by Landlord shall be enforceable solely against Landlord's equity in the Building and the Site including the rentals derived from the Building.

18.3 FORCE MAJEURE. In any instance where either party is required to do any act, or perform any obligation, condition or covenant under this Lease the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from any Acts of God, weather, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or



equipment, Massachusetts governmental regulations or other cause beyond such party's reasonable control, whether such times be designated by a fixed time or a "reasonable time". This clause shall not be applicable to any payment of rent or other charges due from the Tenant to the Landlord and to the respective obligations of the Landlord and Tenant to keep insurance coverages required by this Lease in force and effect at all times during the term of this Lease and any extension of the term of this Lease.

18.4 MECHANICS' LIENS. The Tenant shall not permit any mechanics' or materialmen's or other liens to affect the Premises, the Building or the Site for any labor or materials furnished the Tenant in connection with work of any character performed on said Premises by or at the direction of the Tenant. In the event such a lien is placed on the Premises or Building or land Tenant shall discharge or bond off such lien within fifteen (15) days of such lien attaching to the Premises.

18.5 DEFINITIONS. The words "Landlord" and "Tenant" as used herein shall include their respective heirs, executors, administrators, successors, representatives, employees, assigns, invitees, agents and servants; the words "it", "he" and "him" where applicable shall apply to the Landlord or Tenant regardless of gender, number, corporate or partnership entity, trust or other entity. If more than one party executes this Lease as Tenant, the covenants, conditions and agreements of the Tenant shall be joint and several obligations of each party.

18.6 SEPARABILITY CLAUSE. If any provision in this Lease (or portion of such provision) or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

18.7 NOTICES. Any notices permitted or required under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested or by national courier service such as Federal Express with a receipt therefor, or by hand delivery with a receipt therefor to the parties at their respective addresses set forth in Section 1 of this Lease or to such other address as either party may specify to the other party hereto in the manner provided in this Section 18.7 for the sending of notices unless otherwise provided in this Lease. Unless otherwise specifically set forth in this Lease, notices shall be deemed to have been given upon receipt or refusal.

18.8 COVENANT TO PAY RENT INDEPENDENT. The parties to this Lease acknowledge that the Tenant's covenant to pay basic annual rent, additional rent and other charges under this Lease shall not be affected by any breach or default by the Landlord of any of the Landlord's obligations hereunder and that any such breach or default by the Landlord of the Landlord's obligations under this Lease shall not excuse the Tenant from making payments of rent, additional rent and other charges when due except as otherwise provided in this Lease.

18.9 BROKERAGE. Landlord and Tenant warrant and represent to each other that they have not dealt with any broker in connection with this Lease other than C.B. Richard Ellis, 33 Arch Street, Boston, Massachusetts 02110, the Broker herein. Each party to this Lease shall indemnify and hold

the other harmless including such party's reasonable attorney's fees, costs and expenses from any claim for any commission by any broker with respect to the leasing of the Premises by the Landlord to the Tenant other than the Broker identified in this section. The Landlord shall be responsible for the payment of a broker's commission to the Broker named herein pursuant to a separate agreement between Landlord and the Broker.

18.10 HOLDING OVER. Any holding over by Tenant after the expiration of the term of this Lease shall be deemed a tenancy at sufferance at one and one-half (1 1/2) times the basic annual rent plus the additional rent and all other charges set forth in this Lease and shall otherwise be on the terms and conditions set forth in this Lease, as far as the same are applicable, except that such holding over shall be on a month-to-month basis.

18.11 GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

18.12 ESTOPPEL CERTIFICATES. Tenant and Landlord each agree that within fifteen (15) days after written request therefor from the other to execute and deliver to the other a certificate in writing certifying to the extent accurate: (a) that this Lease is in full force and effect; (b) the date of commencement of the term of this Lease; (c) that rent is paid currently without any offset or defense thereto or if rent is not currently paid or if any defense or offset thereto is claimed, the date through which such rent has been paid and any claims of defense or offset thereto; (d) the amount of rent, if any, paid in advance; and (e) that there are no uncured defaults or stating those claimed provided that such facts are accurate and ascertainable. It is understood by the parties that the matters recited in any such certificate may be relied upon by others.

18.13 ATTORNTMENT. Tenant agrees that in the event of a sale, transfer or assignment of the Landlord's interest in the land and Building at which the Premises are located or any part thereof, including the Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord covering the land and Building at which the Premises are located or any part thereof, including the Premises, or in the event of a cancellation or termination of any ground or underlying lease covering the land and Building at which the Premises are located or any part thereof, including the Premises, to attorn to and to recognize such transferee, purchaser, ground or underlying Landlord or mortgagee as Landlord under this Lease.

18.14 SIGNS. No signs shall be placed anywhere on the Site or on the Building without the Landlord's prior written consent. Landlord shall have the right to remove the signs or any of them at any time or from time to time during the term of this Lease, as may be necessary in order to paint or make any other repairs, alterations, in or upon said Premises or the Building, or any part thereof, providing the same be removed and replaced at Landlord's expense upon completion of said work.

Tenant shall not maintain or display any signs, lettering, or lights on the exterior of the Premises or any window thereof, which is visible from the exterior unless approved by Landlord in writing. Any signs displayed on the exterior of the Building by the Tenant or within the Premises

which are visible from the exterior of the Premises shall comply with all applicable municipal and Massachusetts laws, regulations and ordinances.

Any permits or other Massachusetts governmental approvals necessary for the construction of any exterior sign shall be obtained by the Tenant at the Tenant's expense subsequent to the Landlord's approval thereof.

A sign of such design and dimensions as may be approved by the Landlord identifying the Tenant shall be located on any sign board display controlled by the Landlord which is now or may be hereafter located at the entrance to the Site and at the Building subject to compliance with all applicable municipal and Massachusetts laws, regulations and ordinances.

The Landlord will permit signage for the Tenant at the park entrance, upon the Site and at the entrances to the Premises. All Tenant signage shall be at Tenant's expense and shall be subject to the Act and any applicable municipal and Massachusetts laws, regulations and ordinances. The size and design of such signage in addition shall be subject to the prior approval of the Landlord.

18.15 RULES AND REGULATIONS. Landlord may promulgate, adopt and enforce rules and regulations with respect to the Site and Building and parking areas serving the Building and from time to time to amend or supplement said rules and regulations and the Tenant agrees to comply with such rules and regulations, provided such rules and regulations do not unreasonably interfere with Tenant's use of the Premises for the uses permitted under this Lease, which are not inconsistent with the terms of this Lease and which are uniformly and non-discriminatorily enforced. Notice of such rules and regulations and amendments and supplements shall be given to Tenant and Tenant agrees to comply with and observe such rules and regulations and amendments thereto and supplements thereof.

18.16 TIME OF THE STRICT ESSENCE. All times set forth anywhere in this Lease shall be of the strict essence.

18.17 EXPANSION OF BUILDING. The Tenant acknowledges that the Landlord may elect to expand or remodel the Building in which the Premises are located such expansion or remodeling to include, without limitation, the construction of one or more additional stories above the existing structure of the Building. Landlord agrees that in the event of such expansion or remodeling that it shall not unreasonably interfere with the Tenant's use and occupation of the Premises for the permitted uses under this Lease. The Tenant expressly acknowledges that such expansion or remodeling may require the relocation or installation of structural members of and utilities within the Premises and consents thereto so long as such relocation or installation of structural members and/or utilities do not unreasonably interfere with the Tenant's use of the Premises for the permitted uses under this Lease. Tenant's share of Operating Expenses shall be decreased in proportion to the increase in square footage that the Building bears to the Premises. The expansion of the Building shall not diminish the availability of parking required by this Lease.

18.18 INDEMNIFICATION. The Tenant shall save the Landlord harmless, and shall

exonerate and indemnify the Landlord from any and all claims, liabilities or penalties asserted by any person, entity or public authority on account of any injury to person, or loss of or damage to property not arising from the negligence or willful act of the Landlord or its employees or agents sustained by any person or property of any officer, employee, agent, customer, supplier, guest or visitor of the Tenant at the Premises;. This indemnity shall include all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in connection with any such claim, action or proceeding. Tenant shall not be responsible for any injury or damages caused by any act or neglect of the Landlord, the Landlord's agents, servants or employees or any other tenants or users of the Site.

18.19 CAPTIONS. The captions delineating the sections of this Lease are used only as a matter of convenience and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to it.

18.20 COUNTERPARTS. This Lease may be executed in multiple counterparts each of which shall have the force and effect of an original.

18.21 JOINT AND SEVERAL LIABILITY. The liability of the Tenant hereunder, if more than one, shall be joint and several.

18.22 PERSONAL PROPERTY AT TENANT'S RISK. The Tenant agrees and understands that all of the Tenant's records, materials, fixtures, equipment, effects and property of every kind, nature and description belonging to the Tenant and to all persons claiming by, through and under the Tenant which during the term of this Lease or any extension of the term of this Lease or any occupancy of the Premises by the Tenant or any person or entity claiming by, through or under the Tenant, may be on the Premises, shall be at the sole risk and hazard of the Tenant or such person claiming by, through or under the Tenant, and if the whole or any part of such property shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, or other pipes, by theft or due to any other cause, no part of such loss or damage shall be charged to or be borne by the Landlord unless such loss or damage arose as a result of the act or negligence of the Landlord or its agents, servants or employees.

The Tenant shall be solely responsible for the maintenance of insurance on the Tenant's property located at the Premises. The Tenant shall maintain business interruption insurance.

18.23 JURISDICTION OF ACTIONS. The Landlord and Tenant agree for themselves and their successors and assigns that the exclusive venue and jurisdiction of any action brought with respect to this Lease shall be in the state and federal courts of the Commonwealth of Massachusetts the parties further agreeing that all claims, suits and disputes relating to this Lease shall be governed by the laws of the Commonwealth of Massachusetts. It is further agreed that service of process in any such action or actions may be made in accordance with the Massachusetts Long Arm Statute.

18.24 WHEN LEASE BECOMES BINDING. The employees or agents of the Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection



herewith. The submission of this document for examination and negotiation does not constitute an offer to lease or a reservation of or option for the Premises and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant and the payment of any security deposit and advance rental required hereby. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated and merged herein as the parties' final expression of their agreement as to all matters which are the subject of this Lease. This Lease may be modified or altered only by written agreement between Landlord and Tenant and no act or omission of any employee or agent of the Landlord shall alter, change or modify any of the provisions hereof.

18.25 ALL AGREEMENTS CONTAINED. This Lease contains all of the agreements of the parties with respect to the subject matter thereof and supersedes all prior dealings between them with respect to such matters.

18.26 NO PERSONAL LIABILITY. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that no officer, director, agent, employee, partner, shareholder or other individual shall have any personal liability with respect to this Lease and/or the obligations of Tenant or Landlord hereunder.

19. WAIVER OF SUBROGATION

Any insurance carried by either party with respect to the Premises or property therein or occurrences thereon shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by such insurance or by insurance that any party is obligated to maintain under this Lease to the extent of the indemnification received thereunder. The parties shall share equally in the cost of any additional premium charged for such waiver of subrogation endorsement.

20. ENVIRONMENTAL CONSIDERATIONS.

(a) For purposes of this Section 20, the following definitions shall apply:

"Environmental Release": The term Environmental Release shall mean any intentional or unintentional releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, abandoning, discarding or dumping of any Toxic Substance from, on, into or about the land, water or air of the Premises in violation of applicable law.

"Remediation": The term Remediation shall mean activities in connection with the clean-up of an Environmental Release, including but not limited to sampling, analysis, excavation, removal, disposal and replacement of soils, ground water and/or other



materials, in accordance with the provisions of any and all applicable laws, ordinances and regulations, now or hereafter enacted.

"Toxic Substance": The term Toxic Substance shall mean a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, as such terms are now or hereafter defined in all applicable federal, state, and local laws, ordinances or regulations now or hereafter enacted or amended, and any and all other terms which are or may be used in any or all applicable laws now or hereafter enacted to define prohibited or regulated substances.

(b) Tenant shall not use the Premises or any part thereof and the Landlord shall not use the Building or any part thereof for the purpose of treating, producing, handling, transferring, processing, transporting, disposing, using or storing a Toxic Substance except in accordance with applicable law.

(c) Tenant and Landlord and their respective agents, employees, contractors, licensees and invitees shall not cause or permit to exist, as the result of an action or omission by one or more of them, an Environmental Release. The occurrence of an Environmental Release, or a violation of any covenant, representation or warranty of this Section 20 shall, subject to applicable notice and grace periods, be deemed a default under this Lease.

(d) Notwithstanding the foregoing, Tenant may use cleaning materials and other supplies in the ordinary course of Tenant's business, in reasonable quantities and provided that such materials and supplies are used, stored and disposed of in compliance with any and all applicable laws, ordinances and regulations, as now or hereafter enacted.

(e) Except as otherwise provided herein, Tenant shall dispose, remove and/or arrange for the disposal and/or removal of its trash by a trash disposal company, approved by Landlord, and which shall be operated in accordance with applicable laws, ordinances and regulations. Tenant and its agents, employees, contractors, licensees and invitees shall not place or permit the placement of any Toxic Substance in any waste receptacle located in the Premises or the plumbing or sewer systems of the Premises.

(f) Tenant shall comply with all applicable laws, ordinances and regulations of all governmental authorities, as now or hereafter enacted (including, without limitation, laws, ordinances and regulations governing a Toxic Substance), and shall be solely responsible for any Remediation required as a result of an Environmental Release caused by the Tenant or for which the Tenant is responsible.

(g) The covenants, representations and warranties provided in this Section 20 shall survive the expiration or earlier termination of this Lease.

(h) Tenant shall pay, defend, indemnify, and hold harmless Landlord and its agents, officers, directors and employees and all other tenants and occupants of the Building and their agents,



officers, directors and employees from and against any and all claims, losses, costs, damages, liabilities and fines arising from or relating to an Environmental Release by Tenant, Remediation with respect to such a Release by Tenant, or the failure of Tenant, or its agents, employees, contractors, licensees or invitees to comply with the provisions of this Section 20.

Landlord shall pay, defend, indemnify, and hold harmless Tenant and its agents, officers, directors and employees from and against any and all claims, losses, costs, damages, liabilities and fines arising from or relating to an Environmental Release by Landlord, Remediation with respect to such a Release by Landlord, or the failure of Landlord, or its agents, employees, contractors, licensees or invitees to comply with the provisions of this Section 20.

(i) Attached to this Lease as Exhibit D is an Environmental Questionnaire which has been completed by Tenant (the "Questionnaire"). Tenant represents and warrants to Landlord that to the best of Tenant's knowledge, the information contained on the Questionnaire (i) is true, correct and complete and (ii) does not omit any material information. In the event that any information contained in the Questionnaire shall materially change during the term of this Lease, Tenant shall promptly update such information in writing to Landlord. Tenant's failure to (i) promptly update the Questionnaire, or (ii) provide true, correct, complete and material information in the Questionnaire or an update to the Questionnaire, shall be deemed an Event of Default under this Lease.

(j) Landlord's knowledge as to the presence of Toxic Substances at the Building and Site and Premises is based upon the information contained in reports prepared by Enstrat and by Gradient Corporation which reports are more particularly identified in Exhibit E annexed hereto and incorporated by reference herein and matters referenced in said reports. Tenant acknowledges by the execution of this Lease that it has received, reviewed and is satisfied with such reports. Landlord has no information which is contrary to that contained or referenced in said reports.

21. EXECUTION

This Lease is executed by an officer and/or partner of the Landlord in his capacity as such partner or officer. No shareholder, director, officer, partner, employee or agent of the Landlord or Landlord's successor or assigns shall ever be personally liable in any way therefor.

Landlord and Tenant each warrant and represent to each other that they have the power and authority to enter into this Lease and that those individuals executing this Lease on behalf of the Landlord and Tenant have been properly authorized by the Landlord and Tenant to execute this Lease on behalf of the Landlord and the Tenant.



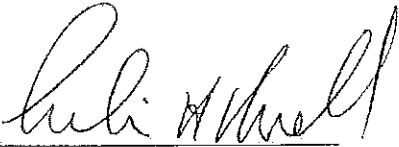
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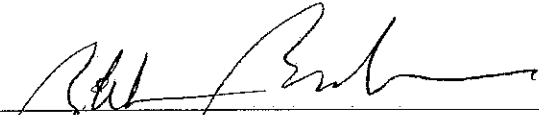
This Lease is executed as a sealed instrument.

LANDLORD:

RRAB Limited Partnership


By: RRAB Corp., its general partner



Witness

By: 
Robert Bendetson, President and Treasurer

TENANT:

Green Heart Holistic Health & Pharmaceuticals, Inc.


Witness

By: 
Daniel C. Houston, its Vice President
duly authorized



ORIGINAL

LIST OF EXHIBITS

Exhibit A - Plan of Premises

Exhibit B – Landlord Work pursuant to Section 5.2 of Lease

Exhibit C – Tenant Work Letter pursuant to Section 5.3 of Lease

Exhibit D – Tenant’s Environmental Questionnaire

RND 1



ORIGINAL

EXHIBIT A

PLAN OF PREMISES
TO BE INSERTED HERE



EXHIBIT B

(Landlord's Work pursuant to Section 5.2 of the Lease)

The scope of the Landlord's Work required to prepare 29,800 square feet of floor area located in Building "C" in what is currently the Cabot House Furniture warehouse for the future occupancy of Green Heart Holistic Health is as follows:

1. The construction of 235 lineal feet of floor to ceiling one hour rated drywall partitions;
2. The preparation and the submittal of documents to the Town of Amesbury required for permits to perform the Landlord's construction activity;
3. The work required to insure compliance with the Massachusetts State Building Code regarding egress to the Tenant areas;
4. Removal of 240 square feet of 8 inch masonry block in a manner to allow entry to all spaces that are leased to the Tenant;
5. The installation of gas fired, electrically ignited, unit heaters that will be suspended from ceiling mounted supports in the areas within the Tenant space that are not currently heated. The installation of a meter monitoring Tenant gas consumption;
6. The repair of and/or the replacement of any areas of the roof that may be leaking;
7. Electrical work required by the Massachusetts Codes for the placement of emergency lighting and related fire alarm devices that may be required in the new tenant areas;
8. Electrical work required to provide switching devices for the overhead lighting. The installation of a meter monitoring electric consumption; and
9. The removal of a spray booth area located next to a masonry wall.

EXHIBIT C

Tenant Work Letter pursuant to Section 5.3 of the Lease

1. Approval of Plans and Specifications; Tenant Work. Except for improvements to the Premises to be made by the Landlord in accordance with this Lease, Tenant, at its expense, shall construct, furnish or install all improvements, equipment and fixtures within the Premises that are necessary for Tenant's occupancy and use of the Premises (referred to in the Lease and this Tenant Work Letter as "Tenant Work"). Tenant Work shall be in conformity with plans submitted to and approved in advance in writing by Landlord and shall be performed in accordance with the following provisions:

(a) At or prior to the execution of this Lease by Landlord, Landlord shall furnish to Tenant dimensioned scale drawings showing the area of the Premises and structural elements and utility facilities in sufficient detail to permit Tenant to prepare plans of Tenant Work.

(b) Tenant shall cause all plans, drawings and specifications for Tenant Work, whether preliminary or final, to be prepared by licensed architects and, where appropriate, mechanical, electrical and structural engineers.

(c) Tenant may submit to Landlord from time to time preliminary plans and construction plans, and Landlord shall use its best efforts to approve or disapprove the same within ten (10) business days of receipt. Final construction plans shall be approved by Landlord provided they are a logical extension of previously approved preliminary or schematic plans and reveal no new matters adversely impacting structural elements or the roof of the Building.

(d) In any event, Tenant shall prepare final plans and specifications for Tenant Work in substantial conformity with approved preliminary drawings, and shall furnish two copies of such final plans and specifications to Landlord for its determination as to conformity with approved preliminary drawings and for its approval as to any matters not shown on approved preliminary drawings. Landlord shall approve or disapprove such final plans and specifications within five (5) business days following receipt of the same, and in the event of disapproval, Landlord shall specify what changes shall be required to obtain the Landlord's consent and, if such changes are acceptable to Tenant, Tenant shall promptly revise and resubmit such final plans and specifications as required by the Landlord.

(e) The Tenant Work shall be performed in accordance with final plans and specifications approved by Landlord (the "Plans"), and shall be diligently pursued to completion. Tenant's contractors and subcontractors shall use reasonable efforts to mitigate noise and vibrations which might affect other tenants in the Building. Tenant's contractors and subcontractors shall be subject to administrative supervision by Landlord in their use of the Building and their relationship with Landlord's employees and contractors provided, however, that the Landlord shall not unreasonably

interfere with contractors or subcontractors. If, notwithstanding the terms of the Lease, the Landlord permits the Tenant's entry into the Premises prior to the Term Commencement Date for the performance of any Tenant Work by the Tenant, such entry shall be subject to all of the terms and conditions of this Lease, other than the payment of rent. Any damage to the Building caused by Tenant or its contractors or subcontractors in connection with the performance of Tenant Work shall be promptly repaired at Tenant's expense.

(f) Any material changes in Tenant Work from the final plans and specifications approved by Landlord shall be subject to Landlord's approval, and Tenant shall pay all out-of-pocket costs incurred by Landlord in reviewing any requested change. A material change is a change costing more than Ten Thousand (\$10,000.00) Dollars.

(g) Upon completion of Tenant Work, Tenant shall furnish to Landlord for its permanent files one reproducible set of "as built" drawings showing Tenant Work as constructed or installed in the Premises.

2. Construction of Tenant Work. Tenant shall, at Tenant's expense, procure all permits and licenses and make all contracts necessary for the construction of Tenant Work. Tenant Work shall be done only by contractors and subcontractors approved in writing by Landlord prior to the commencement of Tenant Work, which approval shall not be unreasonably withheld. All Tenant Work shall conform to all applicable statutes, ordinances, regulations, and codes and shall be in accordance and compliance with the plans approved by Landlord.

3. Insurance and Indemnity. Tenant shall require its contractors and subcontractors to furnish Landlord with evidence of insurance coverage required by Section 5.4 of the Lease, including naming Landlord and Landlord's managing agent as additional insureds, prior to the performance of any work by Tenant's contractors or subcontractors. Tenant also agrees to indemnify and hold Landlord harmless from and against any claims, actions, losses, costs, fees (including reasonable attorneys' fees) or damages resulting from employees, contractors, or subcontractors in the performance of Tenant Work.

4. Special Provisions Applicable to Tenant Work. Tenant Work shall be performed in a first-class and workmanlike manner and all improvements constructed pursuant thereto shall be in good and usable condition at the date of completion. Tenant and Tenant's contractors are limited to performing their work, including any storage for construction purposes, within the Premises only, except as provided in the following sentence. Landlord shall provide Tenant's contractor with a location on the Site for a dumpster for construction trash and shall reasonably cooperate with Tenant's contractor in the selection of the location. Tenant shall be responsible for the removal from the Premises, Building and Site of all trash, rubbish, and surplus materials resulting from any work being performed at the Premises at least twice per week or when dumpsters are full. Tenant shall exercise extreme care and diligence in removing such trash, rubbish, or surplus materials from the Premises to avoid littering, marring, or damaging any of the areas in the Building. If any such trash, rubbish, or surplus materials are not promptly removed from the Building in accordance with the provisions



hereof, or if any area of the Building is littered, marred, or damaged, Landlord may cause same to be removed or repaired, as the case may be, at Tenant's cost and expense. In the event Landlord incurs any costs or expenses in performing the above, Tenant shall pay the Landlord the amount of any such costs and expenses promptly upon demand therefor.

5. Roof. Tenant shall not penetrate, puncture, or otherwise go upon or work upon any portion of the roof, including, but not limited to, that portion of the roof over the Premises, without obtaining the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. In the event Landlord shall grant its consent to Tenant as provided above, Tenant shall, at Tenant's sole cost and expense, be responsible for assuring that upon the completion of the installation of any items upon the roof or of other work thereon, all necessary flashings, patching and other repair that may, in the sole discretion of Landlord, be necessary to return the roof to a waterproof condition is performed in a first-class and workmanlike manner at the expense of Tenant.

6. Structural Work. Notwithstanding anything to the contrary contained in this Lease, if any work required or proposed to be performed by Tenant shall be structural or shall affect the structural integrity of the Building or any portion thereof or any of the Building's plumbing, electrical, mechanical, water or sewer systems serving other tenants or occupants, Landlord shall have the right, but not the obligation, to do such work for Tenant and Tenant shall reimburse Landlord for all of Landlord's actual out-of-pocket costs and expenses in connection therewith.

End.

ORIGINAL

EXHIBIT D

TENANT'S ENVIRONMENTAL QUESTIONNAIRE

To the Tenant: Please have a responsible corporate officer fill out this questionnaire and sign and date it in the space provided at the end of this questionnaire. This document will be attached to and made a part of the lease agreement with the Landlord.

For the purposes of this Environmental Questionnaire, the term "Premises" shall mean the Premises demised by the Lease, the Building within which the Premises are located and the Site upon which said Building and Premises are located as defined in the Lease.

I. General Information

1. Name of Tenant: GREEN HEART HOLISTIC HEALTH D/B/A HARBOURSIDE
2. Name under which Tenant will operate at the Premises:
GREEN HEART
3. Address of the Premises: 10 INDUSTRIAL WAY / AMESBURY
4. Name of Tenant's contact person at the Premises:
MARTA DOWNING
5. Tenant's telephone number at the Premises:
(603) 781-8046
6. Describe the general nature of Tenant's business and the specific activities that Tenant intends to conduct at the Premises:

OPERATING CULTIVATION FOR THE
REGISTERED MEDICAL MARIJUANA
DISPENSARY LICENSED BY MASSACHUSETTS

7. Tenant's SIC Number: _____

II. Environmental Information. For purposes of this questionnaire, the term "Toxic Substance" shall mean any hazardous substance, hazardous waste, pollutant or contaminant, as such terms are now or hereafter defined in all applicable federal, state and local laws, ordinances or regulations now or hereafter enacted or amended, and any and all other terms which are or may be used in any or all applicable laws now or hereinafter enacted to define prohibited or regulated substances; provided, however, the term "Toxic Substance" shall not mean any cleaning materials customarily used for daily maintenance of the Premises and office supplies used by Tenant in the ordinary course of Tenant's business, in reasonable quantities and provided that such materials and supplies are used, stored and disposed of in compliance with any and all applicable laws, ordinances and regulations, as now or hereafter enacted.

8. Will the Tenant's business involve the use of any Toxic Substance at the Premises?

_____ Yes No

If yes, please explain and list any federal, state, or local permits required by the Tenant for the storage, use, sale or disposal of any such Toxic Substance:

9. Has the Tenant received notice of any environmental claim from any governmental entity or other party with respect to any other properties occupied or used by the Tenant within the last five years?

_____ Yes No

If yes, please explain for what purpose the property at which such notice was received was used: _____

10. Will the activities that the Tenant intends to conduct at the Premises generate any solid or liquid waste products or effluent?

Yes _____ No

ORIGINAL

If yes, please identify the waste products or effluent and explain how they will be disposed: ORGANIC PAINT MATERIAL WILL

BE RENDERED NON USABLE AND
DISPOSED OF IN ACCORDANCE WITH
MASS DPH REGULATIONS

11. Will the activities that the Tenant intends to conduct at the Premises cause any Toxic Substance to be emitted into the air, ground or surrounding bodies of water?

_____ Yes No

If yes, please explain: _____

12. Are there any transformers or similar equipment contained PCBs or PCB-contaminated fluids that the Tenant intends to use at the Premises?

_____ Yes No

If yes, please identify the equipment and the proposed location of such equipment on the Premises: _____

13. Are you aware of any other matters concerning the activities that the Tenant intends to conduct at the Property which you believe may be relevant to enable the Landlord to insure that all activities conducted at the Premises will be in compliance with all applicable federal, state and local environmental laws and regulations?

_____ Yes No

If yes, please explain: _____

I hereby certify that the information stated above is correct to the best of my knowledge, information and belief.

Name: MARTA DOWNINIC

Title: CHIEF ADMINISTRATIVE OFFICER

Firm: GREEN HEART HOLISTIC, HEALTH & PHARMACEUTICALS

Date: 12/18/2013



RMD 1



ORIGINAL

Amesbury

Mayor Thatcher W. Kezer III
City Hall, 62 Friend Street
Amesbury, MA 01913-2884

(978) 388-8121
Fax: (978) 388-6727
mayor@amesburyma.gov

November 20, 2013

Mr. Cullen Roberts
Massachusetts Department of Public Health
250 Washington Street
Boston, MA 02108

Dear Mr. Roberts:

Please be advised that the City of Amesbury Mayor's office has been contacted by Greenheart Holistic Health and Pharmaceuticals d/b/a Harborside regarding its plans to locate a medical marijuana cultivation and processing facility in the City of Amesbury.

Harborside has represented to the City that it is exploring an option to lease or buy property within the City for the purpose of operating cultivation and processing site. As of the date of this letter, the City does not oppose the proposed operation, as long as it is operated in strict compliance with the Department of Public Health Regulations at 105 CMR 725.001, et seq. and all local Ordinances and regulations.

I have met with representatives of Harborside and have been presented with their proposal to locate and operate in the City of Amesbury. They have been willing to listen to any of the concerns raised and provide responses to those concerns.

Again, the City is not opposed to locating cultivation and processing facility in the City of Amesbury. I thank you for the opportunity to provide a local perspective in the DPH's licensing process and for weighing the input of local officials in considering RMD license applications. If you have any further questions, please feel free to contact me.

Sincerely,

Thatcher W. Kezer III
Mayor



**ROB CONSALVO
BOSTON CITY COUNCIL
DISTRICT 5**

November 19, 2013

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

To whom it may concern:

I am writing to support the application of Green Heart Holistic Health and Pharmaceuticals, Inc., d/b/a Harborside Health Center (Green Heart), in the Phase II application process for a license to cultivate and dispense medical cannabis in Boston.

As a City Councilor in Boston, I have been involved with the issue of medical cannabis since the voters approved the referendum last year. I held the first public hearings in the City Council Chamber to discuss how to reasonably implement the law in Boston and worked with the Boston Redevelopment Authority to implement the zoning that would responsibly allow the siting of a facility or facilities in our city.

After meeting with Green Heart and researching the issue, I support their efforts to secure a license to cultivate and dispense medical cannabis. Green Heart is uniquely prepared to provide qualified registered patients with the necessary safe, reliable and legal access to medical cannabis. They have the experience, compassion and industry reputation to be able to facilitate this undertaking which is new to our city. If they are granted the license, they are prepared to work with all stakeholders as part of the public zoning process and are committed to addressing any concerns that all stakeholders may have.

Medical cannabis is now legal in Massachusetts and it is important that we as public officials respect the will of the voters and work together to provide the responsible, accessible, compassionate and safe delivery of medical cannabis to those sick individuals who truly need it. I am confident that Green Heart will do just that.

Sincerely,

Rob Consalvo
Boston City Council
District 5

BOSTON CITY HALL, ONE CITY HALL SQUARE, BOSTON, MASSACHUSETTS 02201
(617) 635-4210 FAX: (617) 635-4203 ROB.CONSALVO@CI.BOSTON.MA.US



RMD 1

OFFICE OF THE PRESIDENT
BOSTON CITY COUNCIL
STEPHEN J. MURPHY
PRESIDENT



ORIGINAL

November 20, 2013

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

Re: Green Heart Holistic Health and Pharmaceuticals, Inc.

Dear Commissioner Bartlett,

I am writing to you today, as President of the Boston City Council, to express **non-opposition** to **Green Heart Holistic Health and Pharmaceuticals, Inc.**'s (d/b/a Harborside Health Center) application for a State license to operate a medical marijuana operation in Boston.

In accordance with laws and regulations recently promulgated by the Commonwealth of Massachusetts, including Department of Public Health regulations found in 105 CMR 725.000, the City of Boston is in the process of adopting certain zoning ordinance amendments to accommodate the siting of medical marijuana dispensaries and cultivation facilities within the City. These amendments would allow Registered Marijuana Dispensaries (RMDs) and related cultivation facilities to locate in mostly commercial, manufacturing, and institutional zones, subject to buffer requirements. It is my belief that reputable and safe RMDs and cultivation facilities, when located at appropriate sites within designated areas of the city, should be permitted in accordance with State law and upon taking into consideration the views of the surrounding community.

I thank you for taking time to carefully consider each application.

Sincerely,

Stephen J. Murphy
President
Boston City Council

RMD 1 (ORIGINAL)

SUMMARY CHART OF LOCATIONS AND LOCAL SUPPORT
(Exhibit 5.5)

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc. Application # (if more than one): #1

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1 Dispensing	70 Southhampton Street, Boston, MA 02118	Signed Lease	Letter of Non-Opposition from Boston City Council
2 Cultivation	10 Industrial Way, Amesbury, MA 01913	Signed Lease	Letter of Support from Mayor of Amesbury
3 Processing	10 Industrial Way, Amesbury, MA 01913	Signed Lease	Letter of Support from Mayor of Amesbury

RMD 1 (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: Green Heart Holistic Health & Pharmaceutical, Inc.

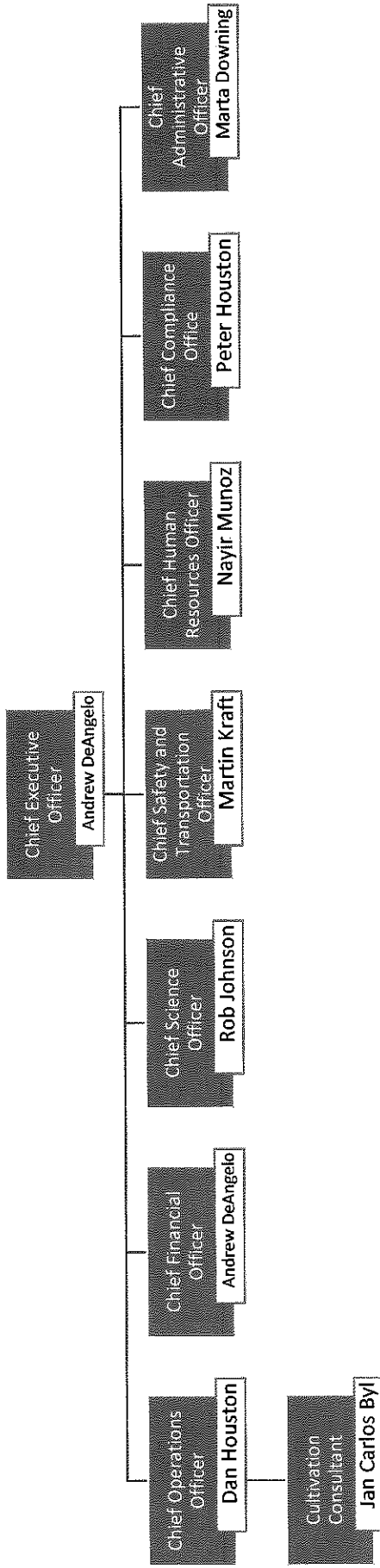
Application # (if more than one): #1

Attach organizational chart.

RMD 1 (ORIGINAL)

Organizational Charts for Executive Management Team, Dispensaries, and Cultivation
Center Green Heart Holistic Health Center & Pharmaceuticals, Inc.

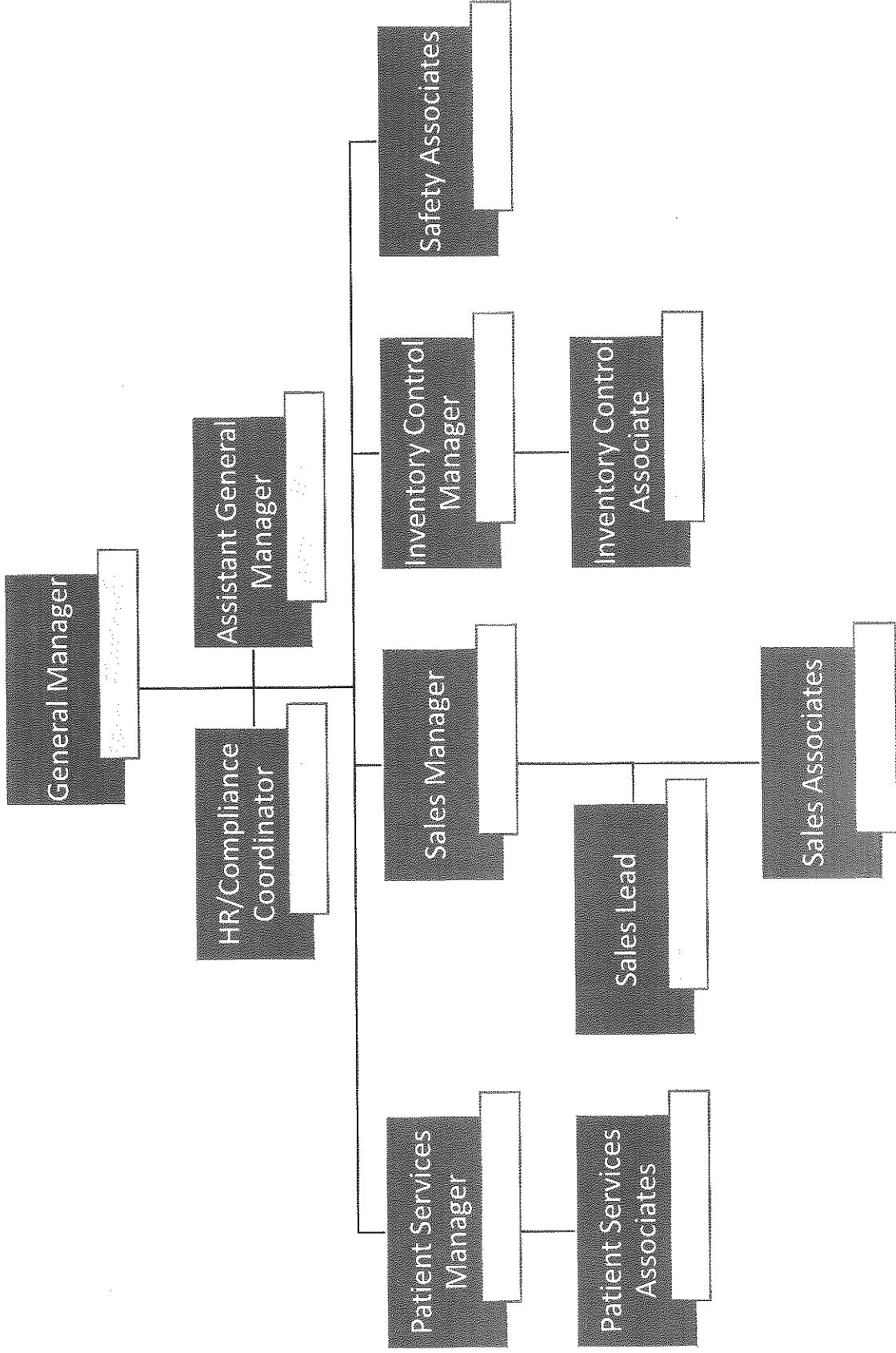
1 - Executive Management Team Organizational Chart -



RMD 1 (ORIGINAL)

Organizational Charts for Executive Management Team, Dispensaries, and Cultivation
Center Green Heart Holistic Health Center & Pharmaceuticals, Inc.

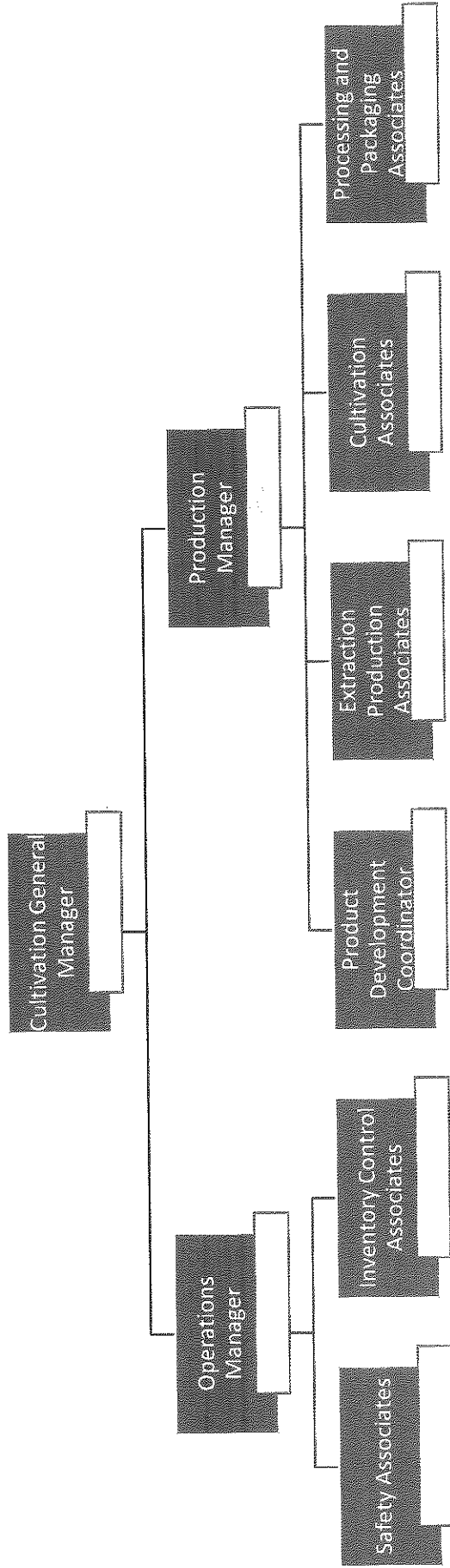
2 - Dispensary Organizational Chart



RMD 1 (ORIGINAL)

Organizational Charts for Executive Management Team, Dispensaries, and Cultivation
Center Green Heart Holistic Health Center & Pharmaceuticals, Inc.

3 - Cultivation Center Organizational Chart



RMD 1 (ORIGINAL)

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

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

Corporation Name: Green Heart Holistic Health & Pharmaceutical, Inc.

Application # (if more than one): #1

Attach evidence of enrollment.

**Membership Application**Date of Application: 11/4/13Important: All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.**General Company Information**

Company Name: Green Heart Holistic Health's Pharmaceuticals, Inc. Years in Business yrs 4 mos.

Type of Ownership (indicate one): Partnership Sole Owner Nonprofit Corporation LLC Tax ID# [REDACTED]

Do you have any other company name(s) or dba? Yes No If Yes, please list: dba Harborside Health Center

Does your company have a web site? Yes No If yes, please provide the address: _____

Physical Street Address (no P.O. box numbers, please): 366 Commonwealth Avenue

City: Boston State: MA ZIP: 02115 How Long? _____ yrs 4 mos.

Phone: (603) 380-0600 Fax: (617) 247-0059 Is this a residential address? Yes No

Previous Address: _____

City: _____ State: _____ ZIP: _____ How Long? _____ yrs _____ mos.

Do you own or lease the building in which you are located? (please check one) Own Lease

Principal of the Company (if sole owner or partnership, please complete the section below.)

I understand that the information provided below will be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision to grant membership

Principal name: _____

Title or Position: _____ Phone: () _____

Social Security Number: _____ Year of Birth: _____

Residential Street Address: _____

City: _____ State: _____ ZIP: _____

Affiliated or Parent Company Information* Do you have any branch offices located in the state of California? Yes No

Affiliated or Parent Company Name: Patients Mutual Assistance Collective Corp. d/b/a Harborside Health Center

Contact Name: Andrew DeAngelo Title: Director of Operations

Address: 1840 Embarcadero Phone: (888) 994-2726

City: Oakland State: California ZIP: 94606

Business Information (Please tell us about your company.)

Type of Business: (what do you do?) Non-profit for charitable purposes to provide educational, scientific, and medical services to clients.

Do you require a Purchase Order? Yes No PO# _____ Estimated # of background checks you will request monthly: 15

Will your background checks include accessing Credit Reports? Yes No For what purpose? _____

Does your company qualify for sales tax exemptions? Yes No If Yes, please provide proof.

Permissible Purpose/Appropriate Use (Application cannot be processed unless this information is provided.)

Please describe the specific purpose for which Safer Places, Inc. product information will be used. (What will you do with the information obtained?) Also, please describe how you will secure the information contained in our reports to protect its confidential nature.

This section **MUST** be completed.

For the company's application to obtain a license from Department of Public Health for Commonwealth of Massachusetts, and for obtaining criminal background checks for potential employees @ GreenHeart.

Each person within your organization who you authorize to access our system for entering requests and/or retrieving results will be required to have a unique user name and password issued by Safer Places, Inc. Please list the names of each individual for which you would like us to issue an access code. Please indicate what level of access you would like each to have (enter requests, retrieve results or both). Individuals may be added in the future by sending us a written request. It is your responsibility to notify us whenever an individual with access to our system leaves your employ or otherwise becomes ineligible to access our system on your behalf. List names here:

Peter Houston (both), Daniel Houston (both), Martin Kraft (both), Andrew DeAngelo (both)

Terms: Our payment terms are net thirty (30) days. 1% (18% annum) service charge on any unpaid balance beginning the thirty-first (31) day after date of invoice. The undersigned guarantees Safer Places, Inc. the payment of all invoices within the terms and conditions of service and further agrees to pay all collection, legal expenses and attorney fees (including incurred on appeal), should this become necessary to collect monies due them.

Bank Reference (Please provide the name of the bank which maintains your business checking account.)

Bank Name: People's United Bank Phone: (617) 236-1941
Address: 86 Massachusetts Avenue
City: Boston State: MA ZIP: 02115
Business Checking Account Number(s): [REDACTED]

The following applies to consumer credit products (i.e. Consumer Credit Reports, Business Owners Profile, and Small Business Intelliscore):

I have read and understand the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that I will use the Experian product information (Credit Reports) and all other background check information furnished by Safer Places, Inc. for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not resell the report to any third party. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

Green Heart Holistic Health & Pharmaceuticals, Inc.
Company Name

Daniel C. Houston
Type or Print Name of Owner or Officer

Vice-President
Title

X [Signature]
Authorized Signature

11/4/13
Date



ORIGINAL

AGREEMENT TO FURNISH CONSUMER REPORTS

For Employment Purposes

By and Between Safer Places, Inc. (SPI) and

Green Heart Holistic Health & Pharmaceuticals, Inc.
(Subscriber/End User)

1. SPI has access to consumer reports from one or more consumer credit reporting agencies.
2. Subscriber/End User is a(n) Non-profit corp. and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
3. Subscriber/End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by SPI from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Subscriber/End User certifies that it will not request a Consumer Report for Employment Purposes unless:
 - A. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
 - B. The consumer has authorized in writing the procurement of the report, and
 - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Subscriber/End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
 - A. A copy of the Consumer Report for Employment Purposes; and
 - B. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by SPI.

Subscriber agrees to provide SPI ample time to re-investigate any information in the Consumer Report that is disputed by the consumer. If, after any requested re-investigation is complete, the subscriber/End User will still take adverse action, subscriber agrees to provide consumer with a written adverse action notice containing information as required by the Fair Credit Reporting Act (FCRA).
6. Subscriber/End User agrees that it shall use Consumer Report for Employment Purposes only for a one-time use, hold the report in strict confidence, and not discuss it with any third parties not involved in the current employment decision.
7. Subscriber/End User will maintain copies of all written authorizations for a minimum of six (6) years from the date of inquiry.
8. Subscriber/End User certifies that it is the end user for all Consumer Reports obtained from SPI and that Subscriber will not re-sell or otherwise furnish such reports to any other person or entity.
9. Subscriber agrees to protect its account number and any passwords issued by SPI so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Restrict the ability to obtain credit information to a few key personnel.

dat

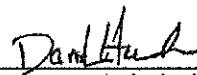
initials

Agreement to Furnish Consumer Reports
For Employment Purposes
Page Two

- 10. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements that adversely affects Subscriber/End User's agreement, SPI may, upon its election, discontinue serving the Subscriber and cancel the Agreement immediately.
- 11. SPI shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall SPI be held liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information; and further Subscriber agrees to hold SPI harmless and indemnify it from any and all claims, losses, and damages arising out of our alleged liability or failure of the Subscriber to keep and perform any of its obligations described herein.
- 12. Subscriber shall pay SPI for each report ordered the price then in effect for the type of report furnished.
- 13. Subscriber acknowledges having read and understanding the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within their facility.
- 14. Either party may cancel this agreement upon written notice to the other providing a thirty (30) day notice of said intention to cancel.
- 15. The provisions of this agreement are severable. Should any provision of this agreement be deemed invalid in any proceeding, it shall not invalidate any other provision of this agreement.
- 16. By signing below, signer asserts being an owner, corporate officer or otherwise being authorized to legally bind this entity in contractual agreements.

For Safer Places, Inc.

For Green Heart Holistic Health & Pharmaceuticals, Inc.
Company Name

			11/4/18
David C. Sawyer, President	Date	Authorized Signature	Date
<u>Daniel C. Houston, Vice-President and Director</u> Print name & Title			



Password Request Form

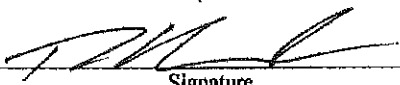
Company name Green Heart Holistic Health Pharmaceuticals Inc. Today's Date 11/4/13

Your Name Peter Houston Title General Counsel & Treasurer & Secretary

By signing below, you acknowledge the following:

- Your company has established an account with Safer Places, Inc. for the purpose of obtaining consumer information on applicants/volunteers. The agreement they signed describes the permissible purpose(s) for which this consumer information may be obtained.
- With the user name and password you are requesting, you will have access to our web based system. You may only access the system for the purpose of requesting and retrieving information in accordance with the specific permissible purpose for which your company has been authorized. Permissible purpose(s): _____
- You may not order reports on yourself, family members, friends or anyone else without a written, signed authorization AND only if the reason for requesting the report conforms to the permissible purpose stated above.
- Releases signed by your applicants must be kept on file for a minimum of six (6) years from the date the report is requested. Safer Places, Inc. may audit your files from time to time and will randomly request that you produce signed releases from individuals on whom you have requested reports through the Safer Places, Inc. system.
- Your supervisor has the responsibility for making sure you understand your role in keeping within the boundaries of this agreement. Should you have any questions or concerns, please speak with your supervisor or contact Safer Places, Inc.
- You must take precautions to safeguard your user name and password. Never allow someone else to know or use this information. We will issue individual passwords to anyone whom your company authorizes. Everyone must use their own password at all times.
- Should you ever suspect that someone else may have obtained your user name or password, you must notify us immediately. We will disable the password and issue a new one to you.
- You are responsible for all requests made under your user name and password. We will assume that any request that comes in using your password was made by you. If you share this information with anyone or if someone finds where you have written it and uses it to gain access to our system, you will be held responsible if that access results in identity theft or other fraudulent activity.
- The information that you use to request reports as well as the information contained in those reports is extremely sensitive and must only be viewed by people in your company with a need and authorization to do so. It must be kept in a secure location and it must be shredded or otherwise destroyed when no longer needed.
- Failure to abide by the terms of this document and the agreement signed by your company can have serious consequences. Safer Places, Inc. may need to suspend your account while it investigates the breach. You and your company may be subject to civil and/or criminal penalties. In addition, you and your company may be held responsible for reimbursement to Safer Places, Inc. for the costs involved in investigating a breach, notifying the potential victims and providing them with a credit monitoring service.

Please scan this signed document and email it to: info@SaferPlacesInc.com or fax it to 508-947-0699. Your User Name & Password will be sent to you via email (2 separate emails) providing you have a private email address (not one which is shared by others or to which others may have access)



 Signature

11/4/13

 Date

peter.r.houston@gmail.com

 Private email Address

peter.r.houston@gmail.com

RMD 1 (ORIGINAL)

**RMD STAFF
(Exhibit 6.4)**

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

N/A

	Name	Role/Title
1		
2		
3		
4		
5		
6		

RMD 1 (ORIGINAL)

RMD START-UP TIMELINE
(Exhibit 7.1)

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

Corporation Name: Green Heart Holistic Health & Pharmaceuticals, Inc. Application # (if more than one): #1

Key Benchmarks ¹	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Receive provisional inspection notification	Jan. 31	Dan Houston	HIGH	September 8, 2014
Initiate facility design - RMD	Feb. 7	Andrew DeAngelo	MEDIUM	
Initiate facility design - Cultivation	Feb. 7	Dan Houston	HIGH	
Solicit architectural plans and 3D mockups (RMD and Cultivation)	Feb. 10	Andrew Deangelo	MEDIUM	
Have plans stamped by engineers and compliance checked	Feb. 12	Peter Houston	HIGH	
Solicit contractor bids (RMD and Cultivation)	Feb. 17	Dan Houston	MEDIUM	
Submit construction permit requests (RMD and Cultivation)	Feb. 28	Dan Houston	HIGH	
Commence facility build-out (RMD and Cultivation)	Mar. 31	Dan Houston	HIGH	
Request and schedule building inspections	Apr. 30	Dan Houston	HIGH	
Prepare technical infrastructure for installation (RMD and Cultivation)	May 15	Dan Houston	MEDIUM	
Initiate full systems test (RMD and Cultivation)	May 20	Andrew Deangelo	MEDIUM	
Request final building inspection	May 22	Dan Houston	HIGH	
Begin planting at Cultivation facility	May 23	Dan Houston	HIGH	
Implement security plan for Cultivation facility	May 23	Dan Houston	HIGH	
Initiate staffing plan – interviews and hiring	May 25	Marta Downing	LOW	

RMD 1 (ORIGINAL)

Start training programs	June 1	Marta Downing	MEDIUM	
Install final design elements	June 15	Dan Houston	LOW	
Initiate harvest, drying, curing and processing of first production cycle (Cultivation)	Aug. 15	Dan Houston	HIGH	
Implement safe storage of inventory	Aug. 31	Martin B Kraft	HIGH	
Activate delivery service systems	Aug. 31	Marta Downing	MEDIUM	
Initiate mock opening of RMD	Sept. 1	Dan Houston	MEDIUM	
Request final registration walkthrough	Sept. 5	Dan Houston	HIGH	
Initiate marketing and press releases	Sept. 7	Marta Downing	HIGH	
Grand Opening!	Sept. 8	Andrew DeAngelo	HIGH	

! Insert more rows if needed

RMD 1 (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: Green Heart Holistic Health & Pharmaceuticals, Inc.

Application # (if more than one): #1

Attach sliding price scale.

RMD 1 (ORIGINAL)

Sliding Scale Exhibit for Reduced Cost Program

Based Upon 2013 Poverty Guidelines provided by the US Department of Health and Human Services

Family Unit Size	50% pay up to \$300 retail	60% pay up to \$300 retail	70% pay up to \$300 retail
Poverty	100% and under	125%	150%
1	\$ 11,490.00	\$ 14,362.50	\$ 17,235.00
2	\$ 15,510.00	\$ 19,387.50	\$ 23,265.00
3	\$ 19,530.00	\$ 24,412.50	\$ 29,295.00
4	\$ 23,550.00	\$ 29,437.50	\$ 35,325.00
5	\$ 27,570.00	\$ 34,462.50	\$ 41,355.00
6	\$ 31,590.00	\$ 39,487.50	\$ 47,385.00
7	\$ 35,610.00	\$ 44,512.50	\$ 53,415.00
8+	\$ 39,630.00	\$ 49,537.50	\$ 59,445.00