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APPLICATION RESPONSE FORM COVER PAGE

Make this the first page of your response

Corporation

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

Website URL (if applicable): [N/A]

Address:

[489 State Road]

[]

 ORIGINAL

City: [West Tisbury] State: [MA] Zip: [02575]

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

First Name: [Susan] Last Name: [Sanford]

FEIN: [463433482]

Contact Person

First Name: [Susan] Last Name: [Sanford]

Title: [CEO]

Telephone: (508) 693-3800 FAX: (508) 693-7473 E-Mail: [Susan@vineyardwellness.com]

Contact Person Address (if different):

[N/A]

[]

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

 ORIGINAL

The Department will conduct a background check on:

1. Each member of the applicant's **Executive Management Team** (those persons listed in exhibit 2.1);
2. Each member of the **Board of Directors** (those persons listed in exhibit 1.4);
3. Each **Member** of the corporation. In the event a **Member** of the corporation is an organization, the CEO/ED and Board Officers of that entity will be checked (those persons listed in exhibit 1.5);
4. The CEO/ED and Board Officers of any parent corporation, partially or wholly owned subsidiaries, or related organizations (those persons listed in exhibit 1.8);
5. And each person contributing 5% or more of the initial capital to operate the proposed RMD. In the event that a contributor is an entity, the CEO/ED and **Board Officers** of that entity will be checked (those persons listed in exhibit 4.2).

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

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

Application Fee

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

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

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

Required Signatures

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

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

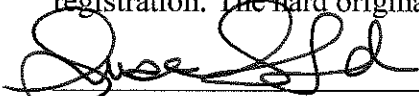

Name: Susan Sanford

Title: CEO

11/20/13
Date

 ORIGINAL

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



Name: Susan Sanford
Title: CEO

11/20/13
Date

APPLICATION RESPONSE FORM

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

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

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

Enter text here: example text limit 1,250 characters

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

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

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

Definitions

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

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

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

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

Questions

 ORIGINAL

1. Applicant's Corporate Background

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

[Greenleaf MV Compassionate Care, Inc.
Date of incorporation: August 16, 2013]

1.2 Describe the organization's mission and vision.

[Greenleaf MV Compassionate Care (GMVCC) is a not-for-profit entity with a focused mission to educate, serve and support registered medical marijuana patients in a highly organized, compliant and professional manner. GMVCC will serve year-round Martha's Vineyard residents, as well as short and long-term visitors. The growing operation anticipates the potential for a variance in plant harvests in order to accommodate the number of patients on the Island throughout the year. Well-trained staff will efficiently serve intermittent non-resident patients with the same professional skills and attention as is provided to recurring local patients.

GMVCC plans to offer a variety of medical marijuana strains and non-smoking delivery methods that allow patients to safely medicate. A fair and balanced pricing schedule will assist patients whose financial resources are limited. As a non-profit organization with strong business capabilities, GMVCC is dedicated to succeed in its mission and serve as a model for future DPH efforts.]

NOTE: The current mission and vision statement was revised from the original one submitted in the Phase 1 application to comply with the text box character requirement of the Phase 2 application.

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

 ORIGINAL

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 board was restructured to ensure roles were assigned for each members' highest skill level and competence level.

Article V "NONE" was added as instructed]

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.

[Susan Sanford – CEO

Susan is a successful, female, small business owner, with over 16 years of healthcare management experience. Beginning in 1999, Susan ran the hospital outpatient therapy department at Martha's Vineyard Hospital (MVH), a non-profit organization. As a manager, Susan worked with the executive management team including the CEO, COO and the CFO regarding general operations, staff management, patient care, and developed annual capital and operating budgets for her department.

In 2003 Susan opened Vineyard Complementary Medicine, Inc. (VCM) a healthcare practice devoted to acupuncture and physical therapy. Two years later, VCM moved to a larger space where Susan managed a

\$400,000 renovation to bring the new property up to code and to satisfy ADA requirements. Susan pushed hard to meet the goal of obtaining the certificate of occupancy and successfully made the deadline, moving in and setting her staff up on target. Since then, VCM has grown fourfold in size, and predicted annual patient visits handled by her staff of 14 will reach over 11,000 by the end of 2013. This steady growth is due to Susan's solid practice management skills, along with a strong and positive rapport that she has developed with the community, her patients, her staff, local physicians, nurse practitioners and their medical staff. Susan makes a point of at least once a year accompanying her patients on a physician follow up visit in order to maintain strong rapport with her referral sources. Susan's practice has grown from a single practitioner setting to now overseeing 2 chiropractors, 3 massage therapists, 1 acupuncturist, multiple physical therapy professional and support staff, administrative staff and additional seasonal/summer staff.

Finding great staff is essential to the success of any small business. When hiring, Susan has developed a thorough interview process that includes personality and IQ testing of all new staff. This has ensured the best person is placed in the most suitable position at their highest skill level and has markedly reduced staff turnover. Over 75% of Susan's staff has been with the business for 6 years or more. Additionally, Susan has ensured that all eligible staff gets the highest level of medical, dental and retirement benefits, paid time off and other fringe benefits including wellness treatments and discounts for family members. By taking care of her employees Susan supports the overall health and well-being of her staff and from a business perspective, reduces out of work time due to sickness.

As a previous hospital employee and current private practice owner, Susan has earned the trust and confidence of the local medical community on Martha's Vineyard. This trust will be essential to the success and community acceptance of Susan's proposed medical marijuana program. Susan's reputation as a business owner and as a medical practitioner will help her to further gain the confidence and support of the patients, medical community and Martha's Vineyard community at large in this new program. Susan's on-island reputation as a woman with a strong business sense and her healthcare management experience will no doubt foster positive public perception and will facilitate early program growth. Good will and community acceptance will be crucial to the success of the first medical marijuana dispensary on the island of Martha's Vineyard.

A top priority of a newly-licensed RMD will be to open its doors to patients as soon as possible. A key factor in achieving this goal is the diligent oversight and management of the cultivation and retail build out. Susan's previous experience supervising a large-scale construction and renovation project will be invaluable in this regard as she has already successfully worked with the Town of West Tisbury to obtain building permits, pass inspections and receive certificates of occupancy. Susan's experience managing construction budgets and contractors/subcontractors will be key to opening GMVCC as quickly as possible.

Seth Bock - Chief Operations Officer

Seth, a licensed Rhode Island Doctor of Acupuncture, founded Newport Acupuncture and Wellness Spa, Inc. in 2002. Under Dr. Bock and his staff of therapists, this integrative medicine and holistic wellness center has provided over 50,000 treatment sessions during the last eleven years. Seth's organization has never turned a patient away due to financial hardship. Their integrity of mission to help people earned Newport Acupuncture an Excellence in Business award from the RI State Treasurer in 2009.

In 2009, Dr. Bock began the challenging journey of applying for a license to operate one of only three Rhode Island non-profit medical marijuana compassion centers. Enlisting a team of highly competent and experienced healthcare experts, Dr. Bock built a successful application and program of action. In 2011, after many delays and complications, Greenleaf Compassionate Care Center, Inc. was awarded a registration certificate to operate a compassion center in Rhode Island. The program was delayed for 15 months while the Governor and Legislature worked to resolve a series of issues initiated by the US Attorney for Rhode Island. An amendment to the legislative act creating the compassion center was signed into law, and the program moved forward in 2012 and 2013. Greenleaf Compassionate Care Center opened on June 1, 2013 and has quickly grown into a resource that provides quality medical marijuana in a safe, secure and professional patient-centered environment.

Prior to his acupuncture career, Dr. Bock was the Manager of Regulatory Affairs for the Department of Interventional Cardiology at the Brigham and Women's Hospital. He oversaw compliance with FDA regulations for investigational new drugs and devices. He worked with and helped to manage Institutional Review Boards at both Brigham and Women's Hospital and The Dana-Farber Cancer Institute. These experiences provided an opportunity to hone his organizational, compliance and reporting skills, skills essential in the operation of a medical marijuana dispensary.

Michael Magaraci - Chief Financial Officer, Director of Security

Michael was the office manager at Vineyard Complementary Medicine for nine years where managed personnel, finances and facility operations. Michael's MBA education has given him the tools to be a hands-on manager with expert planning and organizational skills. He successfully managed a company with an annual budget of \$600,000 until 2010. His high standards of practice have helped to maintain a level of patient care unsurpassed Martha's Vineyard. When faced with a challenge, Michael's strong decision making skills have allowed him to understand the importance of compassion and patience.

Michael is a high-energy manager who can successfully motivate staff members, as well as contribute new ideas to drive the company's initial growth. His creative solutions and committed personality are essential to the financial and operational success of this organization.

Diane Hartmann - Chief Compliance Officer

Diane has been a licensed pharmacist for over thirty five years, most recently serving as a Staff Pharmacist at Martha's Vineyard Hospital (MVH). At MVH Diane was responsible for all aspects of hospital pharmacy operations and reported directly to the Pharmacy Director. Diane's primary duties involved patient consultation, dosage evaluation and drug preparation but also included supervising pharmacy technicians and managing the overall pharmacy operating budget. In addition to being a long-time pharmacist Diane is also USCG certified Captain who owns/operates a private sailing charter business. In her charter business, Diane performs all business-related tasks including general operations, budgeting, bookkeeping, booking clients, marketing, hiring and all duties associated with licensing and adherence to state and Coast Guard regulations. Diane's combined pharmacy and entrepreneurial business experience will bring relevant industry experience and business acumen to the successful launch of Greenleaf Martha's Vineyard Compassion Center.

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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.

[Susan Sanford - Chief Executive Officer

Susan's interest in providing healthcare started as a volunteer for the Special Olympics while she was still in high school. She took on many jobs that involved working in group homes and working for the agency now known as The Department of Developmental services and the school for disabled and cognitively impaired children. Susan provided personal care for various students to work her way through college. These experiences inspired Susan to pursue a career in physical therapy. While enrolled as a physical therapy student at UCONN, Susan performed clinical rotations at Hartford Hospital and at Windham Hospital both in CT. Susan's first job was at a teaching hospital in Norwalk, CT that included rotations in Med-Surg, Orthopedic, Cardiac, Neuro, outpatient and short-term rehab. Susan also took many positions as a traveling physical therapist including small rural hospitals, nursing homes, skilled nursing facilities and long-term acute care hospitals. Susan has worked with physical therapy patients needing rehabilitation while in acute care settings,

ICU and outpatient settings with all types of diagnoses including orthopedic injuries and post op joint repairs, amputee patients and spinal cord injured patients. Additionally, Susan has experience working with individuals recovering from stroke, traumatic brain injury and patients who were admitted to oncology rehab.

In 1997 Susan was hired as a Staff Physical Therapist at Martha's Vineyard Hospital in the outpatient physical therapy department treating orthopedic patients working in close conjunction with the cardiac rehab department. Soon thereafter, Susan decided to return to graduate school to pursue her Master's Degree in Acupuncture and Chinese Medicine from New England School of Acupuncture. Susan pursued a career in acupuncture because she realized the limitations of conventional Western medicine, especially regarding pain management and multi system ailments including Lyme disease, fibromyalgia, multiple sclerosis and ALS (Lou Gehrig's disease). Susan completed her 2500-hour Master's Degree program in 3 years and became a Licensed Acupuncturist in Massachusetts in 2002. While attending New England School of Acupuncture, Susan worked in various clinical settings including Pathways (AIDS Project) providing acupuncture to HIV+ and AIDS patients at Caritas Good Samaritan Hospital Occupational Health Clinic. While Susan pursued her acupuncture degree, she served as the Rehab Manager at Martha's Vineyard Hospital.

During Susan's tenure at Martha's Vineyard Hospital, she participated in extensive healthcare management and leadership training, performance quality reporting and Joint Commission on the Accreditation of Hospital Organizations (JCAHO) survey inspection preparation. Susan also participated in ongoing training and competency for HIPPA regulations, and participated in medical management leadership training. Concurrently, Susan worked as a homecare per diem physical therapist for Vineyard Nursing Association. As a homecare therapist, Susan helped patients perform their exercises, taught patients safe mobility in their homes and taught caregivers and family members safe-guarding and home safety training. Experience in the homecare field helped Susan learn to honor medical professional etiquette when visiting patients in their own homes. This experience will be helpful when training RMD delivery staff on professional conduct when delivering medicine to patient's homes.

Currently, Susan Sanford is a Licensed Physical Therapist, Licensed Acupuncturist and President/CEO of Vineyard Complementary Medicine, a health clinic located on Martha's Vineyard specializing in physical rehabilitation and holistic pain management. Susan's clinic provides physical therapy, chiropractic, acupuncture, Cranio-Sacral therapy, therapeutic massage and fitness training. Susan and her staff work with local physicians, nurse practitioners and other healthcare practitioners on a daily basis to ensure seamless, coordinated patient care. Susan also spearheaded a Lyme (Disease) pain management program and works closely with the Martha's Vineyard Lyme disease support group to help patients reduce their pain. Susan's specialty is creating a cost effective approach to pain management, educating patients on independent self-management and teaching them how to improve their quality of life through diet, nutrition, injury prevention, exercise and fitness management and general wellness counseling. Susan continually integrates her physical therapy practice with her Chinese medical background and recently had a research study she designed and authored accepted for publication in The Journal of Alternative and Complementary.

Finally, Susan's position as a board member on the Board of The Dukes County Health Council gives her a uniquely qualified role within the healthcare community to help drive and develop the healthcare culture on Martha's Vineyard. The Council reviews and sponsors studies analyzing healthcare related issues, mental health, substance abuse, patient's access to medical care and invites The Rural Health Scholars to research, and gather important data regarding healthcare issues on Martha's Vineyard. The Dukes County Health Council represents members from all aspects of the medical community and has created subcommittees including The Martha's Vineyard Youth Task Force, a group committed to substance abuse prevention. Susan was also recently asked to join an advisory group for the Vineyard Healthcare Access Program. The Vineyard Health Care Access Program assists the residents of Martha's Vineyard in obtaining affordable, high-quality health care.

Seth Bock - Chief Operations Officer

Dr. Bock has provided healthcare services dating back to college when he volunteered to assist a

severely disabled student in order for them to be allowed to enroll in an art class closed to non-art majors. Dr. Bock developed insights into the difficulties disabled people go through every waking moment. He continued assisting disabled people throughout his college years on a volunteer basis. He decided to complete his geology requirements and tackle a second major in premedical biology so he could continue helping people has a profession. While working in research ethics at the DFCI he volunteered to be secretary of the incipient Alternative Therapies Task Force. In this role, he was able to work alongside world-renowned physicians in developing ways to integrate natural healing methods into contemporary standards of care. Medical Marijuana, often a taboo topic, was discussed openly in this environment. Dr. Bock became passionate about Chinese herbalism and acupuncture during this period and enrolled in a graduate degree program at the New England School of Acupuncture. Since beginning practice he has specialized in the treatment of complicated cases and pain-management, as the two often coincide. Dr. Bock came to the realization that health and well-being are lifelong pursuits that require daily attention. He has also taught tai-chi as a method of helping chronically ill people develop life-long self-care tools.

Michael Magaraci - Chief Financial Officer, Director of Security

As the CFO/General Manager and Collections Manager at VCM, Michael kept VCM running from the back office. His overall duties included communicating daily with insurance companies, negotiating contracts and providing necessary documentation and compliance with all regulations to ensure prompt reimbursement. Michael worked with the Practice Management and Billing software to run daily, monthly or yearly reports for the CEO. Michael's daily duties included patient account status, sending invoices to patients and customer service activities including answering patient questions regarding their coverage, reviewing explanation of benefits and educating patients on their deductibles, copays and reimbursement schedules. Michael is very familiar with HIPPA regulations and patient privacy regarding protecting medical records. Michael was instrumental in assisting with the initial set up of VCM's practice management and electronic billing and understands the need for computer and internet securing.

Diane Hartmann - Chief Compliance Officer

Diane's experience as a Licensed Pharmacist for over thirty five years will be a huge asset to GMVCC. Diane has worked with physicians and patients to establish rapport, communicate information and education regarding medication dispensing, assisting with calculating dosages and teaching patients how to practice safe and proper medication management. Diane has worked in a hospital setting and is familiar with complying with OSHA standards, using Material Safety Data Sheets, complying with all HIPPA guidelines and practicing sound medical ethics. Diane's extensive experience with medical compliance and related standard operating procedures as a pharmacist will be critical to her success as our CCO.

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- 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.

[Susan Sanford - Chief Executive Officer

Susan's experience running a financially sound organization includes holding such positions as: Physical Therapy and Outpatient Rehab Manager at Martha's Vineyard Hospital (MVH) from 1999-2003; and President/ CEO of Vineyard Complementary Medicine (VCM). While working at MVH, Susan was hired just after the hospital emerged out of bankruptcy. In lieu of the financial hardship faced by the hospital Susan was required to strictly adhere to an annual budget and responded to senior management input on maximizing revenue with minimum staff without sacrificing quality of care. In order to ensure sound financial management of her department, Susan worked with her executive management staff including the CEO, COO and CFO to meet budget requirements and get the hospital in "the black". Susan also built relationships with the billing

manager to collaborate on ensuring that the hospital was reimbursed for all services rendered in her department. Susan also had to extend the life of equipment, as all capital budget spending each year was frozen.

Susan runs a private physical therapy and multidisciplinary healthcare clinic. VCM delivers over 9,000 patient visits per year with annual gross revenue on target for over \$800,000 for 2013.

VCM financial responsibilities include: Supervising and overseeing all financials, overseeing payroll creating and ensuring adherence to the annual budget, supervising the daily over the counter collections, overseeing third party billing and collections department, reviewing benchmarks with staff to maximize revenue, reviewing statistics and trends in patient volume regarding the seasonality of living on Martha's Vineyard and creating a staffing plan appropriately based on past years' performance and constantly revisiting the annual budget and allowing for seasonal patterns.

As a building/property owner and manager, Susan oversees the general operations of her building including: management of tenants, collecting rents, negotiating leases and ensuring compliance with all state regulations, coordinating repairs, maintenance and lease hold improvement projects, ensuring commercial rental opportunities are maximized and creating budgets for general building income and expenses.

Seth Bock - Chief Operations Officer

Dr. Bock has successfully owned and operated Newport Acupuncture for the past 11 years. In that time, Newport Acupuncture has maintained a positive cash flow and provided over \$3,000,000 in patient services revenue – while maintaining a commitment to never refuse services due to financial hardship.

When individuals' ability to spend on out-of-pocket healthcare was reduced due to economic contractions beginning in 2008, Dr. Bock was able to successfully downsize his overhead facility costs while expanding his practice. His operation now has a yearly budget of \$350,000.

Dr. Bock's other business, Greenleaf Compassionate Care Center, has also proven successful after nearly six months of operation. Its currently monthly operating budget of nearly \$80,000 has been matched in revenues after only four months – eight months ahead of schedule.

Michael Magaraci - Chief Financial Officer, Director of Security

When Michael was in the capacity of general office manager and CFO of Vineyard Complementary Medicine, Michael assisted the CEO in the executive management functions related to the financial oversight, billing and collections and communicated with senior management on a daily basis. Michael assisted the CEO with solidifying the yearly budget of \$600,000 and provided guidance with long term strategic financial decision making to ensure the success of VCM. One of the biggest jobs Michael assisted the CEO with that directly supported the financial success was to develop a credentialing process and helped the CEO obtain authorization to become health insurance providers for all the major insurance companies including: Medicare, Blue Cross Blue Shield, Mass Health and Harvard Pilgrim. Michael also was instrumental in the process of obtaining an organizational National Provider Number and assisting clinical staff to obtain their own NPI numbers as well.

Diane Hartmann - Chief Compliance Officer

When Diane semi-retired from her 35 year career as a pharmacist, Diane founded Sail On Wing, a sailing charter business in 2013 and has built a seasonal business with a revenue stream large enough to allow her to resign from her position at Martha's Vineyard Hospital as a pharmacist. Diane is used to successfully managing budgets of over \$100,000 and forecasts an even better year in 2014.

NOTE: The CFO, with the guidance and in coordination with the CEO, will be responsible for the financial oversight of GMVCC.

]

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.

[Susan Sanford - Chief Executive Officer

In the course of her tenure as Founder and President of Vineyard Complementary Medicine, Susan has exercised correction and change in the organization's financial matters. This summary represents a number of those activities over the past 14 years.

- Renegotiated subcontractor agreements to reduce payment-to-revenue ratio.
- Negotiated higher reimbursement rates with third party payers for network status.
- Created a rental agreement with chiropractors to reduce accounting/bookkeeping costs.
- Modified building usage, opting not to renew lease for tenant in order to allow physical area for practice growth.
- Created two treatment rooms from one large room and created more revenue-generating space.
- Switched medical insurance plan for employees to achieve increased coverage at a lower premium.
- Changed payroll vendor to reduce cost.
- Outsourced physical therapy collections to reduce in-house administrative overhead costs.
- Increased fees on an annual basis.
- Reviewed billing and coding practices with professional staff to ensure maximum reimbursement.
- Provided education on correct and best billing practices to staff.
- Closely monitored and strictly adhered to insurance authorization and reauthorization requirements to ensure 100% of patient visits were paid in full.
- Created inventory system for medical supplies and retail products for improved profit margins.

In Susan's practice, an operational review occurs on an ongoing basis. Susan receives feedback from her management staff and is continuously taking actions to ensure the optimal financial success of her business. Susan continuously receives input from her staff regarding billing, accounts receivable, accounts payable, front desk procedures including monitoring statistics (i.e. over the counter collections and patient arrival rates), and works collaboratively with the professional staff regarding best practice documentation. Maintaining constant communication with her staff and allowing them to be part of the problem solving process is a large part of assuring the most effective corrective actions are followed.

Seth Bock - Chief Operations Officer

As the CEO of a medical marijuana dispensary in Rhode Island, Seth has had to take many financial corrective actions after an operational review. When Rhode Island's Governor reauthorized the Greenleaf Compassionate Care Center program to proceed, Dr. Bock had to undertake an operational review and demonstrate to the Department of Health that Greenleaf was ready to financially move forward after a yearlong delay. During that period, Greenleaf had relinquished its lease to retain finances. When the program was allowed to move forward, Greenleaf was forced to locate a new facility to house the medical marijuana dispensary. This new facility had to be located in the same town as the vacated facility.

Given several zoning restrictions, Greenleaf could locate only one suitable building that satisfied Department of Health requirements. That building was only available for sale. In order to execute that purchase, Dr. Bock had to re-organize priorities and seek financing. Through his efforts, Greenleaf successfully negotiated a commercial loan with Pawtucket Credit Union. He was then able to re-organize the business start-up plan and finances into a workable model.

These directed and corrective actions allowed Greenleaf to open its facility on time and successfully operate in its opening months.

Additionally, Seth faced many situations in his 10 year history of running an acupuncture practice including two expansions, adding staff and upgrading software.



ORIGINAL

Michael Magaraci - Chief Financial Officer, Director of Security

As the CFO and Collections Manager of Vineyard Complementary Medicine, Michael's role was to ensure steady in flow of revenue from third party payers. On a daily basis Michael was performing corrective actions responding to insurance companies requests for additional information including providing patient records, clarification of treatment plans, and correcting errors in data input to ensure "clean claims". When VCM upgraded their billing system, Michael acted as a liaison with insurance companies and insurance clearing houses to monitor timely payments. Michael would identify problems and make corrective actions including linking our National Provider number correctly. Michael also identified a pattern of reduced cash flow at the start of each calendar year. After identifying areas to modify, Michael revised our financial patient policy and created a plan to help patients participate in a payment plan when their high deductibles were reestablished in January. This improved cash flow during the first quarter of each year and prevented patients from getting large bills.

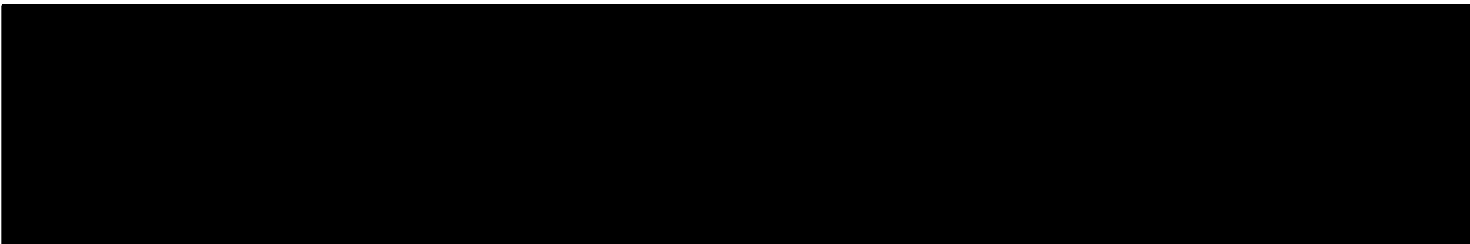
Diane Hartmann - Chief Compliance Officer

During Diane's time as Interim Director of Pharmacy at Martha's Vineyard Hospital, Diane monitored patient medication orders and identified errors in billing fees by making timely corrections and ensuring accurate insurance coding by medical staff. Diane ensured all bills were sent out timely and optimally reimbursed.

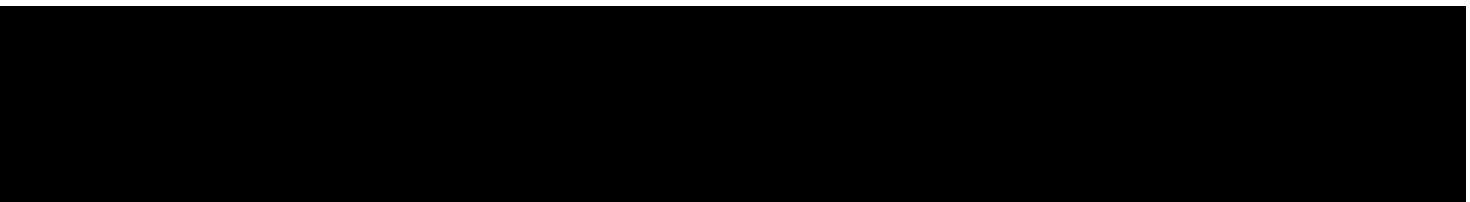
When Diane started her sailing charter business, she identified the need to accommodate larger groups of people and responded by purchasing a larger vessel. Diane's financial investment significantly increased her company's revenue allowing her to resign from her full time job.]

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.



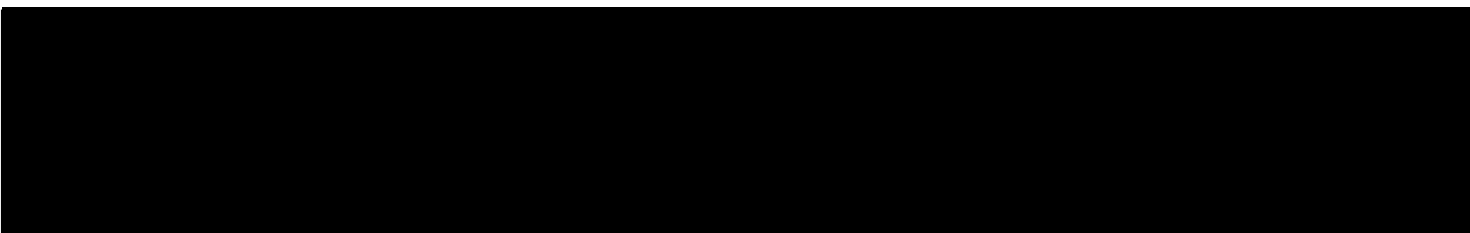
3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board 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.



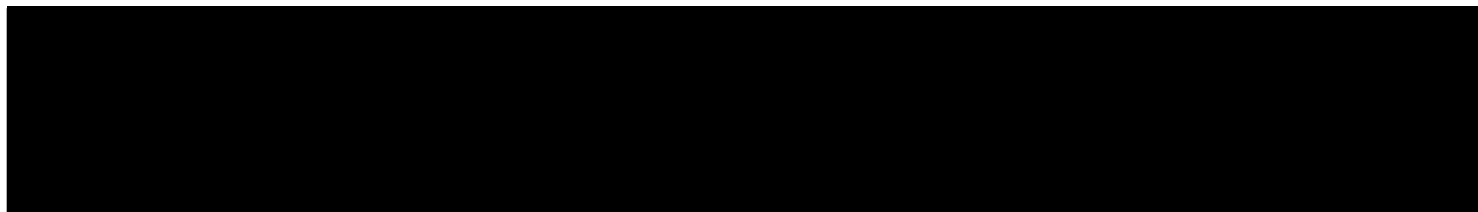
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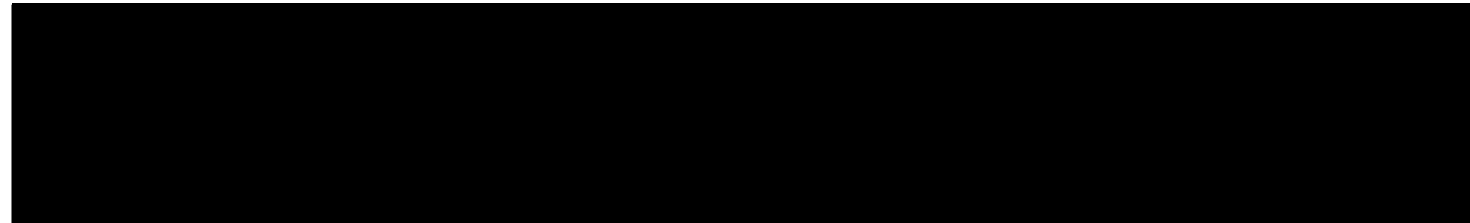
3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but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



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



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



4. Applicant's Evidence of Financial Condition

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

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

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

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

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

[The capital expenses are evenly split between development and permit fees, build out costs and equipment costs. Since the CEO already owns the proposed RMD site costs can be better managed and bids can be readily submitted before the licenses are awarded. The attached budget is very conservative in order to limit the possibility of overruns.]

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.

[GMVCC has created a year-one dispensary operating budget that reflects sales, cost of goods sold and general/administrative expenses.

Based upon the start-up experiences at Greenleaf Compassionate Care Center in Rhode Island, we anticipate sales of medical marijuana products to be as follows:

Packaged Medical Marijuana – \$640,000 estimated sales revenue in year-one.

This is the product that remains once it has been removed from the plant, dried, and trimmed for excess leaf material. It will be repackaged in the following quantities:

- Grams
- One-eighth ounce (3.5 grams)
- One-quarter ounce (7 grams)
- One-half ounce (14 grams)
- One ounce (28 grams)

GMVCC will typically carry 8-10 different strains at any time. Their retail price will vary, due to factors of potency, cultivation time and yield per plant. We anticipate a retail price range from \$250 to \$375 per ounce.

There is a general evolution in the buying habits of patients. The first visits to the dispensary will typically result in patients purchasing a gram and/or one-eighth ounce package size. This allows them to try multiple

strains and to determine their preferred strain(s). Subsequent visits will result in larger and more consistent purchases.



Edibles - \$320,000 estimated sales revenue in year-one.

These are products such as baked goods, candies, butter/oils for cooking and tinctures. They will be packaged and will specify serving size and medical marijuana dosing equivalent. Purchasing habits will mirror those of the packaged product noted above, and many patients purchase both.

Hash and Oils - \$105,000 estimated sales revenue in year-one.

These concentrated products are extracted by various processes from the excess leaf material that still holds viable medical marijuana. They are usable by patients in multiple ways and will be available in one gram quantities.

Paraphernalia - \$22,040 estimated sales revenue in year-one.

These are various styles of vaporizers, as well as an assortment of devices employed by patients in the consumption of medical marijuana.

Total medical marijuana sales - \$1,087,040 for year one.

“Cost of Goods Sold” is a subset of overall expenses and reflects in large portion the costs of producing the medical marijuana. It is a combination of actual manufacturing costs and the percentage of personnel expenses allocated towards that function. Within a medical marijuana program, Cost of Goods also incorporates expenses in providing non-sale services. The GMVCC budget has identified these as “Caregiver” services that are provided on behalf of the patients and caregivers, as well as within the communities served by the dispensary. They include personnel time and resources spent with counseling, education and charitable efforts. In breaking down operating expenses in year-one, GMVCC has identified and separated Personnel Costs and Manufacturing expenses within the overall dispensary operations. They are as follows:

- Personnel - \$125,190 (includes fringe benefits)
- Cultivation Team
 - Kitchen Staff
 - Medical Director
 - Staff “Caregiver” Role
- Manufacturing - \$287,500
 - Grow Room supplies and materials
 - Seeds
 - Laboratory testing
 - Cleaning supplies
 - Packaging
 - Security build-out and services
 - Other shared expenses

A significant factor in every dispensary’s sales forecast will be the purchasing habits and demographics of registered patients. This program starts without data or viable projections on how many patients will be registered within the Commonwealth in year-one.

Secondly, the geographic dispersion of approved dispensaries and their proximity to each other is unknown at this time. The “minimum of one dispensary per county” rule does little to enlighten the dispensary as to the location of dispensaries potentially competing for the same patient base.

Finally, the ability of a patient to purchase medical marijuana from any approved dispensary will make it difficult to predict the number of patients and frequency of monthly visits. Patients may choose to visit one dispensary after work during the week and then visit different dispensaries close to home on the weekends.

“General and Administrative” expenses in year-one will fall in excess of succeeding years, as initial start-up expenses are incurred beyond the capital expenses. They are estimated at \$588,840.

Salaries and benefits constitute the largest percentage of these expenses. The salaries of the Executive Team are modest in scope and are based on the lower range of executive compensation package models for non-profit organizations. Manager and other supervisory salaries fall within the starting annual salary range of \$35,000 to \$52,000. GMVCC is confident that this will attract quality candidates that are willing to take a degree of career risk to become part of an industry with great potential.

The starting hourly rate for full-time and part-time employees, as well as selected contract agents, will be \$12.50 - \$17.50 per hour. These ground-floor personnel will have a variety of opportunities to grow within GMVCC and move into higher income levels.

Other General and Administrative Expenses include:

- Advertising and Marketing – Selected opportunities in a low-key manner, taking advantage of existing social media portals.
- Accounting – A very closely monitored program in year-one, to include quarterly reviews and mini-audits.
- Software – One-time and monthly leasing fees.
- Training and Professional Development – Accessing opportunities to become more operationally savvy about dispensary operations and medical marijuana cultivation through newly developing educational programs.
- Legal – Navigating through the questions and/or issues that evolve in this new industry with all of its “gray areas” – to include potential year-two changes in the Commonwealth’s medical marijuana program through the Department.
- Insurance – Combining traditional business, operations and professional liability coverage with the need to insure for the cultivation operations and the protection of the finished medical marijuana products.

]

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.

[We expect to experience rapid growth in our first three years in business. Based upon the experience of our COO at Greenleaf Compassionate Care Center in Portsmouth, RI we have generated revenue and expense forecasts based upon a similarly nascent medical marijuana market. Our revenues are broken down by product type and also reflect what Seth has witnessed in the Rhode Island market. We anticipate achieving positive cashflows in our first year with a final patient count to be approximately 375. Over our first three years in operation we anticipate achieving revenues of \$2.5 million based upon over 16,000 patient visits. By the end of year three we believe we will have fully penetrated the Martha’s Vineyard medical marijuana market.]

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).

 ORIGINAL

4.6 Insurance Coverage Plan

In accordance with 105 CMR 725.105(Q) CTC will obtain and maintain general liability insurance coverage upon notification of being awarded a provisional license. The policy will provide coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. We will also obtain product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for our liability policy will be no higher than \$5,000 per occurrence

We will utilize only an A.M. Best A or A+ rated carrier for placement of coverage's. There are several insurance carriers that are currently writing policies for state licensed medical marijuana businesses, including: Beacon Mutual, Lloyd's, Scottsdale and Atain. All staff involved in the transportation of marijuana products or cash will be bonded.

We will also carry the following policies:

- Directors and officers
- Property
- Automobile
- Casualty
- Business interruption

Our Liability Coverage's will include:

- Medical injury
- Product liability
- Pharmacy Management Liability

Our Property Coverage's will include:

- Stock and Inventory Coverage
- Crop Coverage
- Equipment Failure
- Business Personal Property
- Business Income Coverage
- Cargo Inventory Coverage

The CFO will be responsible for determining that all coverage's are more than adequate for protecting assets and managing liabilities. If minimum liability coverage cannot be maintain at any given time, the CFO will place in escrow at least \$250,000 to be expended for coverage of liabilities.

5. Location and Physical Structure

5.1 Provide the physical address of the proposed RMD dispensary site if a location has been secured. If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable

agreement to give such title under (a) or (b), or such lease under (c), in the event the Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

[The physical address of the dispensary site is 489 State Road, West Tisbury, MA.

Evidence of interest attached as exhibit 5.1

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5.2 Provide the physical address of the proposed RMD cultivation site if a location has been secured (the response must be the same as the location indicated in the response to 5.1 or 5.3). If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location (see examples of evidence in 5.1).

[The physical address of the proposed cultivation site is 489 State Road, West Tisbury, MA.

Evidence of interest attached as exhibit 5.2

5.3 Provide the physical address of the proposed RMD processing site if a location has been secured (the response must be the same as the location indicated in the response to 5.1 or 5.2). If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location (see examples of evidence in 5.1).

[The physical address of the processing site is 489 State Road, West Tisbury, MA.]

Evidence of interest attached as exhibit 5.3

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

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

[Susan's specific efforts related to developing municipal support:

As a resident of Martha's Vineyard for 16 years, Susan has been developing community support for all of her health care endeavors.

- Susan Sanford and Seth Bock met with the Interim Building Inspector, Joe Tierney, on September 17, 2013 to review the zoning for the proposed RMD site at 489 State Road, West Tisbury. Resulting from this meeting, Joe Tierney recommended we submit a proposal to amend the current zoning bylaw and add Medical Marijuana Dispensary and Cultivation Facility to the list of allowable businesses in the Mixed Use Business District.
- With the assistance and guidance of Jennifer Rand, West Tisbury Town Administrator, Susan Sanford submitted a written request to the Town of West Tisbury requesting a change to the current zoning

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.

bylaw to “Add a medical marijuana dispensary and cultivation facility as an allowable business in the Mixed Use Business District”. Ms. Rand facilitated the timely submission of the request to ensure it was placed on the agenda for the next West Tisbury Planning Board Meeting. A copy of this correspondence is available upon request.

- Susan Sanford attended the West Tisbury Planning Board Meeting held on September 23, 2013. The Planning Board meeting was regarding the potential size of cultivation spaces and expressed concerns. To ease the concerns regarding large-scale cultivation and manufacturing facilities, Susan Sanford suggested placing a limit on the size of the cultivation area to 1000 square feet. This proposal eased the concerns of the town administration by supporting a patient centered model, accommodating the predicted patient volume and medicine required without negatively impacting the environment. This amendment satisfied the concerns of the West Tisbury Planning Board resulting in a successful approval by The Planning Board to allow the proposed bylaw to be added to the warrant for the next Special Town Meeting.
- Susan Sanford assisted The Planning Board (per request of the Board) during and following a public hearing meeting on October 7, 2013, by providing information to the Administrator, Jane Rossi, that included: A cultivation/ production formula to help determine the necessary square footage of the cultivation space to adequately serve the predicted patient needs; and photos of inside a medical marijuana cultivation facility provided by Greenleaf Compassionate Care Center in Rhode Island. A copy of this correspondence is available upon request.
- Susan Sanford and Seth Bock attended the public hearing held by the West Tisbury Planning Board on Monday October 7, 2013. During this public hearing Seth Bock was asked to provide consult, regarding his experience in currently operating a Rhode Island medical marijuana dispensary, Greenleaf Compassionate Care Center, to the Planning Board including questions on security, required size of cultivation spaces, patient demographics and diversion prevention. The proposed Bylaw passed the final approval by The Planning Board. The minutes from this meeting will be furnished upon request.
- The Board of Selectman next approved the Bylaw to add it to the Warrant for the next Special Town meeting. Some concerns expressed by the Board members were related to the potential increased cost to the town regarding any inspections and extra work required. The minutes from this meeting will be furnished upon request.
- Katherine Triantafillou, Chair of The West Tisbury Finance Committee, indicated her support for the Medical Marijuana zoning bylaw change. A copy of this correspondence is available upon request.
- During the West Tisbury Special Town meeting on November 5, 2013, Ernie Mendenhall, Building Inspector, and Susan Sanford made a public statements supporting the Bylaw. The Town of West Tisbury proceeded to successfully pass, 132-2, in favor of Article 12 of the West Tisbury, Commonwealth of Massachusetts, Warrant for Special Town Meeting allowing a Medical Marijuana Dispensary and Cultivation Facility as an allowable business in the Mixed Use Business or Light Industrial Districts under special permit by the Zoning Board of Appeals with a cultivation area not to exceed 1000 square feet. The minutes from this meeting will be furnished upon request.
- Susan Sanford requested a letter of support or non-opposition from Jennifer Rand, West Tisbury Town Administrator. Jennifer indicated that she represented the Board and could only relay their response. The selectmen voted to remain silent on this issue at the Selectmen’s Meeting on October 24, 2013. Jennifer Rand provided the minutes of this meeting to Susan Sanford. A copy of this correspondence is available upon request and the minutes from The Selectmen’s meeting will be furnished upon request.
- Susan Sanford requested a letter of support or non-opposition from John Powers, Director of The West Tisbury Board of Health regarding that proper zoning was in place for 489 State Road, West Tisbury for a RMD. Mr. Powers referred Susan’s request to the clerk. A copy of this correspondence is available upon request.

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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.

[

1) Local Code, Ordinance, Zoning and Bylaw Compliance

We have taken a very proactive role with the town of West Tisbury in establishing a positive relationship built on transparency and our full commitment to operate in compliance with all pertinent codes, ordinances, zoning requirements and bylaws. We have met with the Town Administrator, Jennifer Rand, the Inspection Officer, Joe Tierney, the Police Chief, Dan Rossi and members of the Planning Board. All have shown their willingness to work with us to establish plans that meet with the goals and desires of West Tisbury.

During all construction and cultivation build out, Greenleaf MV Compassionate Care, Inc. will hire only state licensed contractors and will follow all local and state codes.

Local Requirements

a. Zoning

The Town of West Tisbury has passed a change to the Bylaws to allow for the operation of RMD’s in the Mixed-Use Business Districts and Light Industrial areas by special permit. Our proposed location is located in a B2 Mixed Use District and we are prepared to furnish a letter from the Zoning Officer to this effect. We have received a conditional approval from the Town to move forward should we receive a provisional approval from the Department.

b. Building

The property we are leasing will require modifications, requiring a building permit. We are currently applying for the appropriate permits to make the necessary modifications. We have approval from the landlord and property owners to make such alterations.

c. Fire and Electrical

We will apply for fire and electrical approval for the fit-out of the cultivation room, kitchen and processing areas to ensure that all installations meet current codes.

d. Septic

Our septic system will be maintained in full compliance with all local and state requirements and, if by analysis, the Town indicates that the septic system at our proposed location is not adequate for the operation of an RMD, the property owners are prepared to make the necessary upgrades. We are prepared to furnish a letter from the property owner to this effect.

State Requirements

a. Geographic Placement

We have evaluated distances to all facilities where youth congregate. Pursuant to 105 CMR 725.110(A)(14), we have determined that we are not within 500 feet of any facility or location where youth commonly congregate. We are prepared to furnish a surveyor report to indicate this. We also believe our location is ideal since it is located in the main business section of town, but not an area of high foot-traffic. This will have the immediate impact of reducing the curiosity factor and diminish our center as a potential nuisance for the community. Additionally, our facility is located along the Vineyard Transit Authority bus route to ensure adequate public transportation accessibility.

b. Patient Access

We believe patient access is a highly important aspect of the placement of RMD's. Our location is in the Business District of West Tisbury. West Tisbury is a rural town accessible by the most populated areas of the island within a 10-20 minute drive. As stated previously, our center is located on the main route of the public transit system. A main bus stop is located 100 feet from our proposed entrance, and drivers will stop, upon rider request, directly in front of the facility. Regarding handicap accessibility, there is a handicap parking space directly in front of our handicap ramp leading to the main entrance and are ADA compliant. We have ample parking with over 25 parking spaces available for the building. Our delivery program will extend out to the corners of the island and Dukes County, including the island of Cuttyhunk, (another island of Dukes County with a year round population of 52 according to a 2000 census). Our boat delivery service will also make accommodations, according to state regulations and guidelines, for individuals living on a yacht, sailboat or any other vessel located within Duke County or surrounding areas within the Commonwealth of MA. We believe we can service any patient in Dukes County and the surrounding islands via land or sea.

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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.

[Susan Sanford, a 16 year round resident of Martha's Vineyard has already developed positive relationships in the community in which the RMD will be located, and plans to continue in much of the same ways. The following are examples of how Susan has developed these positive relationships:

To begin, Susan created a slide show presentation in March 2013 for the Dukes County Health Council (DCHC) Coordinating Committee to assist the council in determining the role of the DCHC in the medical marijuana program on Martha's Vineyard. Susan has also made suggestions on topics and speakers to invite them to help educate the council on medical marijuana. In preparation for one educational session sponsored by The Dukes County Health Council, Susan provided a background summary to The Dukes County Health Council Members, on Kevin Sabet, Director of SAM (Safe Approaches to Marijuana) who presented at a Dukes County Health Council meeting on Thursday September 19, 2013. Insight and background has been provided to the DHCH Members via email regarding the RMD application program and issues related to Martha's Vineyard. Susan continues to meet monthly as a Dukes County Health Council Member and continues to engage in dialogue with Dave Caron, The Chair. All correspondence is available upon request. Next, Susan has met with community leaders including members of The Martha's Vineyard Youth Task Force Committee, and engages in ongoing dialogue with Theresa Manning, Director of MVYTF, regarding diversion prevention. Some ideas include using medication lock boxes and traceable medicine packaging. All correspondence is available upon request. In addition, Susan met with Terre Young, Director of Hospice, regarding the proposed plan. Although unable to participate formally (per advisement of the Hospice board) until full licensure is in place, Terre provided a letter of support for Susan Sanford's efforts.

On October 10, 2013 Susan Sanford accompanied a local newspaper reporter, Michelle Gross, from The Martha's Vineyard Times to visit Greenleaf Compassionate Care Center in Portsmouth, RI. The purpose of this trip was to help the Martha's Vineyard community gain inside knowledge on what the closest operating

marijuana dispensary to Martha's Vineyard looked like, how a medical marijuana retail space operated and what a medical marijuana cultivation facility looked like. This collaboration spawned from multiple requests from the community including the Dukes County Health Council, The West Tisbury Planning Board and law enforcement officials seeking to pique their curiosity of how dispensaries operate and what they look like. A full-page article was presented in the Martha's Vineyard Times including photos on October 17, 2013.

Susan is also a very active parent of a first and second grader at The Edgartown School and is a Edgartown School PTA officer. Susan met with John Stevens, Principal of the Edgartown School, and obtained very supportive feedback regarding Susan's dual role of holding The Edgartown School PTA and office of Treasurer, while concurrently applying for the RMD license and assured her there was no conflict of interest. Additionally, members of The Edgartown Parent Teacher Association, as a group, and each member individually, gave their full support and backing. The aforementioned Edgartown PTA members include: Julie Lively (President), Frederica Carpenter (Secretary) and Martha Cohan (former Treasurer). References for the PTA officers and Principle Stevens are available upon request.

Susan met with other individuals at the Edgartown School including School Resource Officers Stephanie Immelt and Joel Deroche. Another meeting was also held with Gina DeBettencourt, an Edgartown School Guidance Counselor and Martha's Vineyard Youth Task Force Committee member, informing her of Susan's proposed RMD. References available upon request. Susan has been a property owner in the Town of West Tisbury since 2005. As a property owner and local business owner, Susan has established a positive rapport with the surrounding businesses and neighbors. Having the support for not only the Martha's Vineyard community at large, will be essential to the success of a RMD, but the support and trust from the West Tisbury community will be crucial to ensure a smooth process and positive reception. Susan is familiar and has a positive relationship with the local law enforcement. Throughout the past year, Susan has been in ongoing communication with the West Tisbury Police Department including Officer Garrison Vieira, a Martha's native, who was consulted early on regarding Susan's RMD application. Officer Vieira expressed interest in assisting Susan with any security support and advisement and assisted Susan in arranging a phone meeting between Susan and West Tisbury Chief of Police, Dan Rossi. The focus of the conversation with Chief Rossi was on security and diversion issues. In the future, Officer Vieira will be an excellent security and law enforcement resource due to his intimate knowledge of the proposed property at 489 State Road, West Tisbury from an extensive history assisting Susan's property with winter snow plowing and routine drive by patrols while on duty. References and all correspondence are available upon request.

Additional assurances of support from the West Tisbury community include: Susan placing an ad in the Martha's Vineyard Times on October 31, 2013 supporting The Town of West Tisbury's proposed bylaw (originated by Susan Sanford's efforts) requesting a zoning change to add a medical marijuana dispensary and cultivation facility to the allowable businesses in the mixed use business district. Susan also made phone calls, sent emails and posted flyers to remind West Tisbury residents to attend the Special Meeting on November 5, 2013. Susan received positive feedback along the way for her efforts and these efforts paid off by achieving a successful vote 132-2. All materials related to this campaign are available upon request.

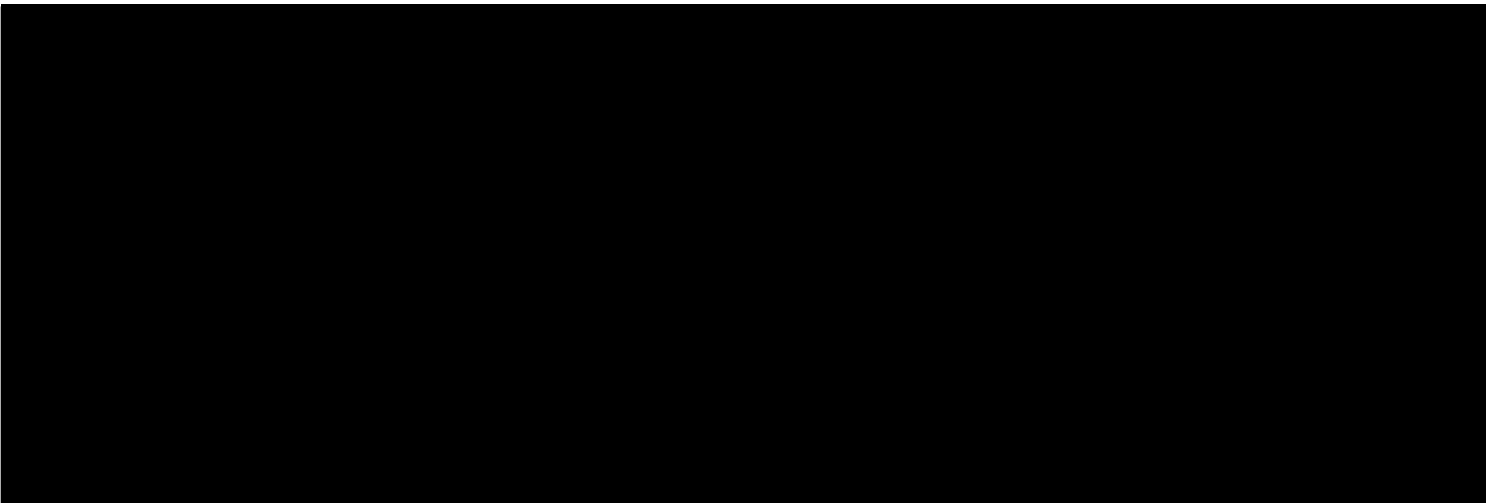
Next, Susan held an information session on Tuesday, November 12, 2013 located at The Harborview Hotel in Edgartown inviting all members of the community. Additionally, she encouraged patients, caregivers, physicians, town officials, law enforcement, community leaders, Dukes County Health Council members, and MV Youth Task Force members to attend. During the information session, Susan reviewed the application process, the patient caregiver and physician participation process, security and diversion prevention plans, gave

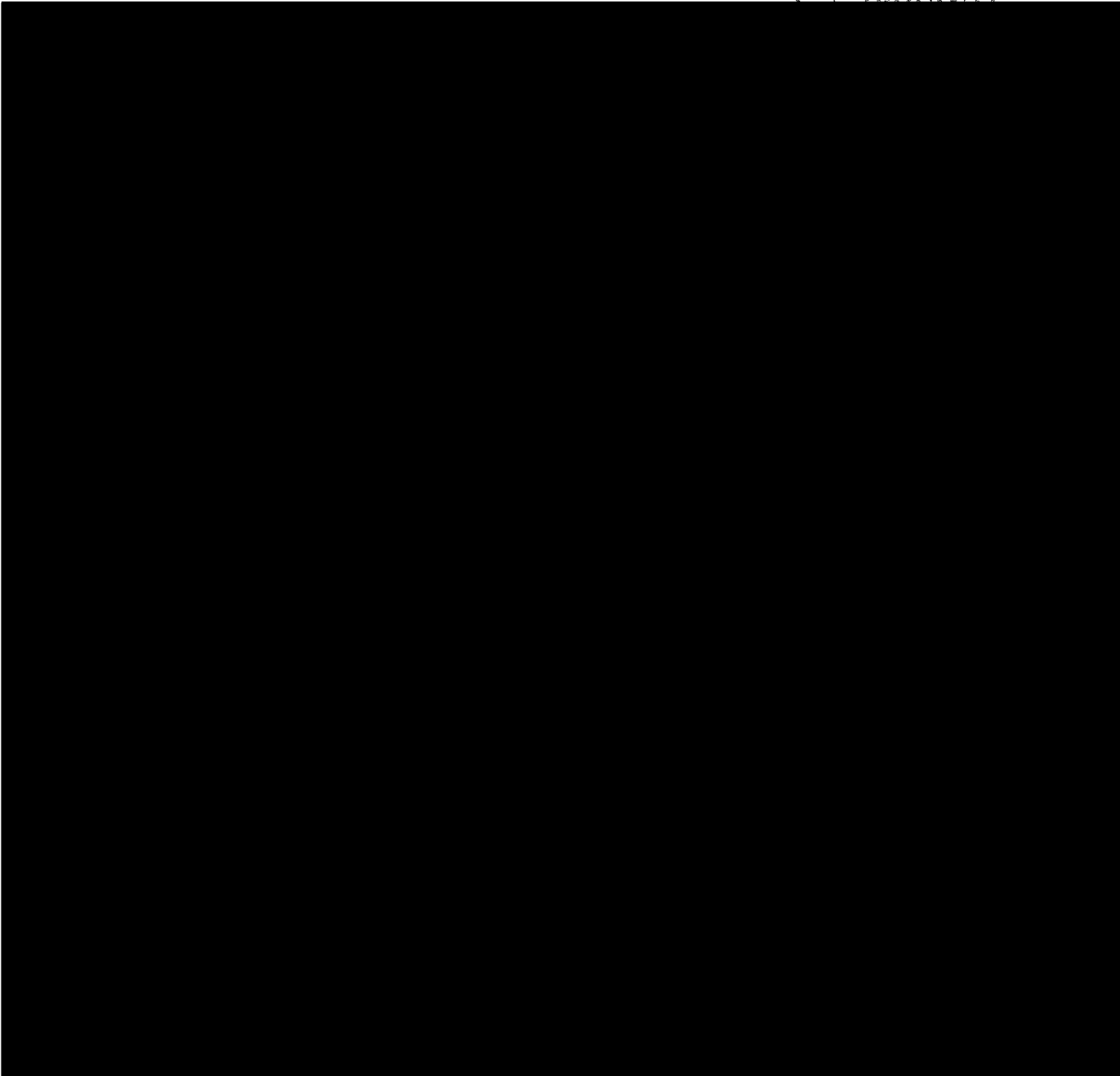
an inside look at a Rhode Island dispensary and had a question and answer segment at the end. Attending this session were Dr. Jacobs, Carol Forgione, NP, Marcy Holmes NP and Dr. Lisa Nagy. Susan has obtained assurances of support from each of these practitioners. Additionally Director of Hospice, Terre Young; Martha's Vineyard Youth Task Force Director, Theresa Manning, Members of The Dukes County Health Council in addition to other community members were in attendance. References and sign in sheets are available upon request.

After the educational meeting on November 12, 2013 additional correspondence regarding Susan ensued with Marcy Holmes a Nurse Practitioner Susan has had a professional relationship for many years shared her Master's Degree dissertation paper from UMASS Medical School titled, "Medical Marijuana and Cannabinoid Therapy Impact on Chronic Pain and Quality of Life, A Critical Analysis Project". Marcy expressed her support and offered to help as an additional educational resource. References all correspondence is available upon request.

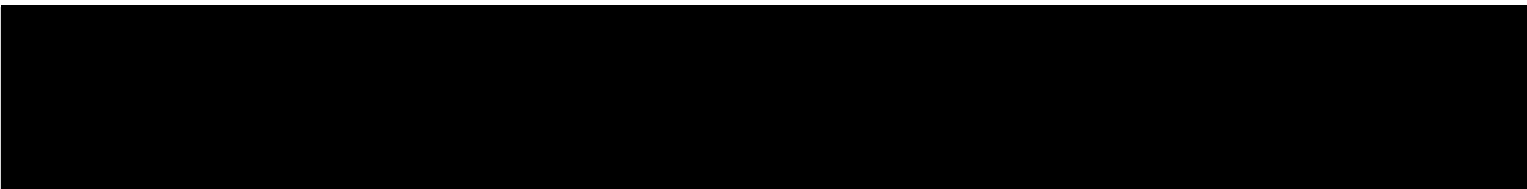
After submission of the Phase 2 portion of the RMD application Susan will continue her efforts to attain community support. Some of these efforts are already scheduled and will continue upon the awarding of the license and Susan and her staff will put forth an even more rigorous campaign once the dispensary is open to help the community feel part of the process. Recently, Maurice (Buck) Reidy, President of The Martha's Vineyard Public Charter School Parent Advisory Committee, invited Susan to attend their meeting on January 8, 2014 to discuss the RMD program. This is an important group to maintain communication with and seek input from, as The Martha's Vineyard Public Charter School is the closest school to the proposed dispensary site. Finally, The Dukes County Health Council (DCHC) Coordinating Committee Chair, Dave Caron, on behalf of the DCHC Coordinating Committee, invited Susan to speak at the next DCHC meeting to be held on December 5, 2013. The committee is requesting Susan "provide a summary of each town's position on the issue (zoning, etc) and current island-wide planning". Attendees for this meeting will be The Dukes County Health Council members which include: physicians, MVH administration, Directors of Hospice, VNA, Elder Services, Councils on Aging, Dukes County administration, the Martha's Vineyard Public School Superintendent, Director of the Vineyard Transit Authority, Department of Public Health officials, other healthcare representatives and community members.]

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.



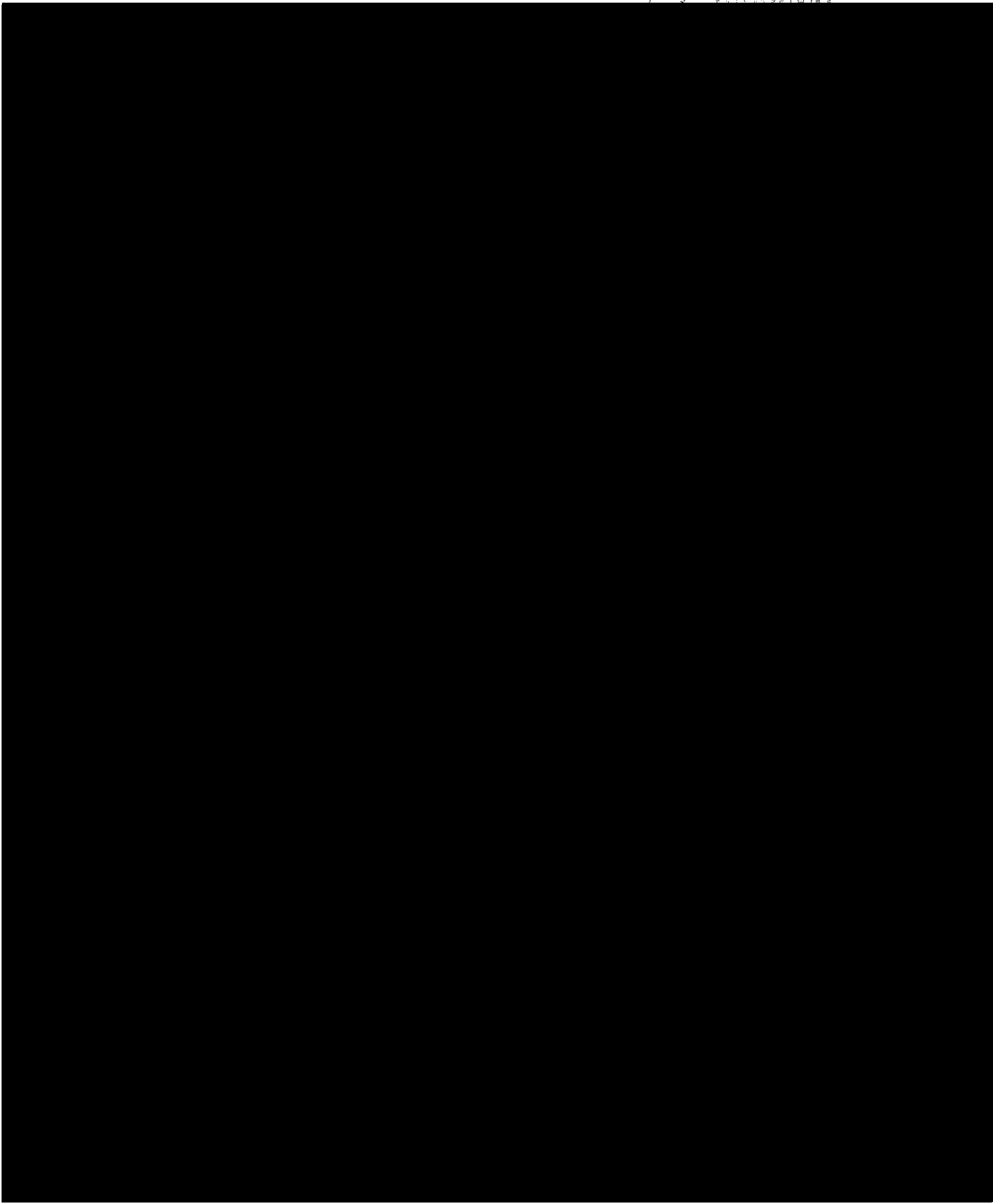


5.9 Describe how the facility's security plan will help deter and prevent unauthorized entrance into areas containing marijuana and/or MIPs and theft of marijuana and/or MIPs at the proposed RMD and the alternate location, if any. Note that the security plan will be reviewed as a component of the provisional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



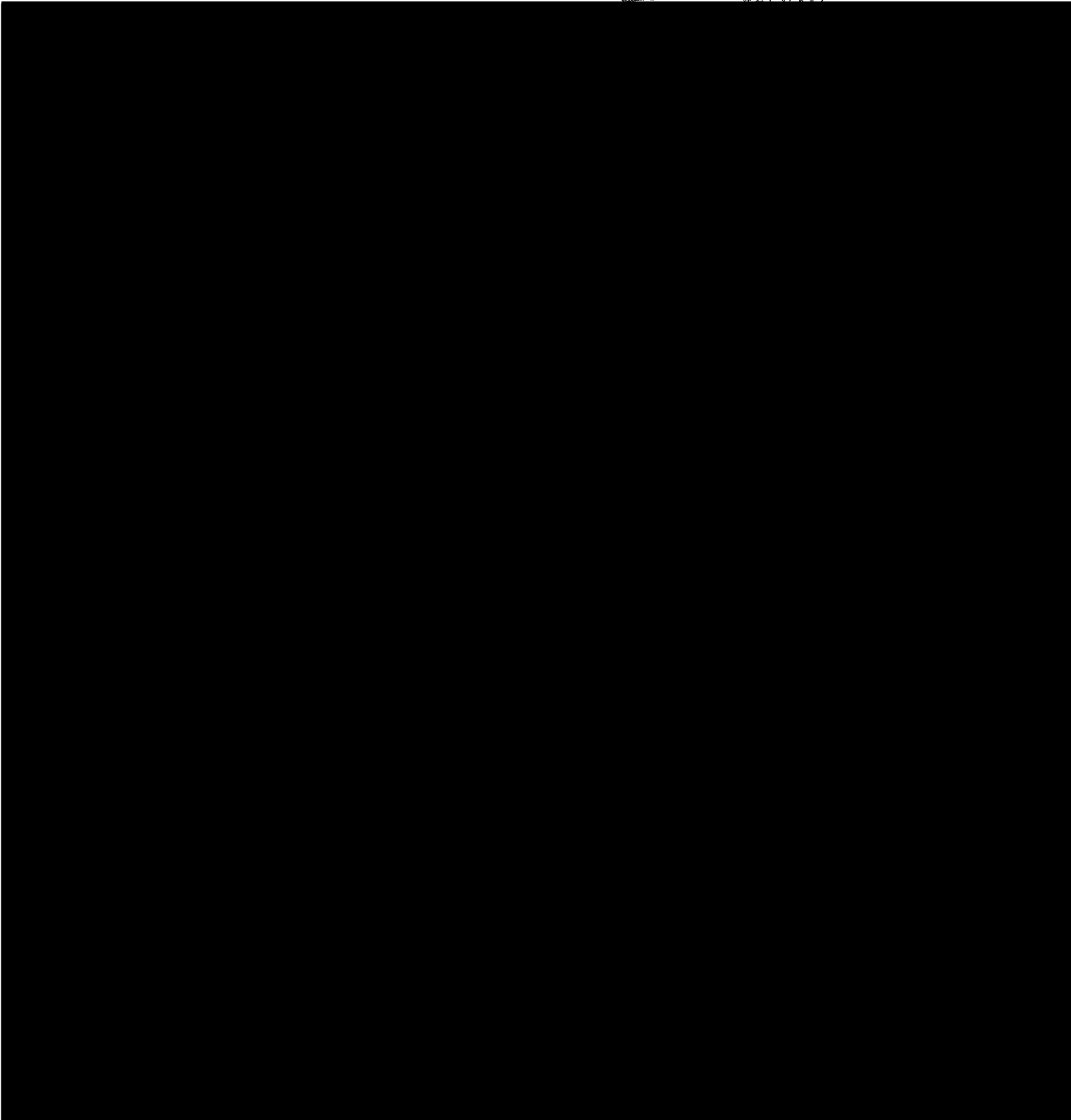


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6. Staffing Plan and Development

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.

[6.1 Strategic Staffing Plan

Our Strategic Staffing Plan outlines the procedures company managers will utilize to ensure that the company is sufficiently staffed and that the company has the most effective and efficient delegation of roles and responsibilities. The Staffing Plan also enumerates protocols for determining company personnel development based on specific indicators and benchmarks.

1) Organizational Structure

We believe the best organizational structure is one that promotes strong team participation within and across departments while establishing clear leadership, roles and responsibilities. We will encourage personal growth and cross-training to create avenues for achievement and mobility. A hierarchical chart has been provided as Exhibit 1.3 of this application. We intend to utilize the following Full-time Equivalent (FTE) ratio: hours required per quarter divided by 480 hours per quarter.

a. Executive Management Team

Our EMT is comprised of the following Officers:

- **Chief Executive Officer** (1 FTE). The CEO reports to the BOD and is responsible for: implementing the strategic goals and objectives of the company and with the Chair, enabling the Board to fulfill its governance function. The CEO will give direction and leadership toward the achievement of the organization's philosophy, mission, strategy and its annual goals and objectives.
- **Chief Operations Officer** (.50 FTE). The COO reports to the CEO and is responsible for: overseeing the day-to-day operations of the company; overseeing all departmental managers; ensuring appropriate implementation of all company functions, duties and responsibilities.
- **Chief Financial Officer** (.50 FTE) The CFO reports to the CEO and is responsible for: all financial and fiscal management aspects of company operations and charitable giving; providing leadership and coordination in the administrative, business planning, accounting and budgeting efforts of the company. The CFO oversees the Bookkeeping Department.
- **Chief Compliance Officer** (.75 FTE) The CCO reports to the CEO and is responsible for: ensuring full compliance with all local, state and federal laws, codes, regulations. The CCO oversees inventory management and all reporting obligations of the company.
- **Chief Medical Officer** (.1 FTE) The CMO reports to the CEO and is responsible for: ensuring that all aspects of production meet with industry best practices as they pertain to health; ensuring that a healthy work environment is maintained, providing outreach and education to the health and medical community.

b. Managerial Team

Our Management Team (MT) reports directly to the Chief Operations Officer and includes the following personnel.

- **Security Manager** (1 FTE) The Security Manager is responsible for: establishing the safest and most thoroughly protected premises; maintaining regular and on-going communications with law enforcement and emergency response personnel; maintaining an on-going relationship with security companies; providing proper safety and security training to all employees; testing all security equipment on a weekly and monthly basis.
- **Cultivation Manager** (1 FTE) The Cultivation Manager is responsible for: all cultivation processes and protocols; for ensuring that product supply meets demand; for reporting all incidents in compliance with the Incident Management Program Policies and Procedures; for maintaining an efficient workspace; for using best practices to produce organic marijuana.

- **Outreach and Education Manager** (.5 FTE) The Outreach Manager is responsible for implementing outreach and education programs in conjunction with key personnel. They are responsible for assessing deficiencies in these programs and developing strategies for effective outreach and education.
- **Dispensary Manager** (1 FTE) The Dispensary Manager is responsible for: managing all dispensary staff, implementing seed-to-sale inventory tracking, training dispensary staff, ensuring customer satisfaction through feedback tools, reporting all incidents and complaints to the CCO, working with bookkeeping to ensure precise data flow.
- **Bookkeeper** (1 FTE) (reports to the CFO) The Bookkeeping Manager is responsible for: managing accounts payable and receivable, maintaining all financial, retail and wholesale records, producing required information for all tax reporting obligations. Responsible for providing budget reports. General purchasing.
- **MIPs Manager** (.5 FTE) Responsibilities include: developing protocols or quality assessment of raw materials, systematization of raw material collection, weighing and inventorying; ensuring sufficient supply of extract forms for edibles and useable extracts. Purchasing and maintenance of all equipment required for MIPs extraction and production. Ensuring the safest methodologies of extraction and providing compliance reports for all regulatory requirements.

c. Security Personnel

Security Personnel report directly to the Security Manager

- **Security Guard** (1.5 FTE) Ensures full implementation of required security, emergency and safety protocols.

d. Cultivation Personnel

Report to the Cultivation Manager

- **Cultivation Assistant** (3 FTE) Implements all cultivation practices in adherence with all company policies and procedures.

e. Dispensary Personnel

Reports to the Dispensary Manager

- **Customer Service Associate** (3 FTE) Provides excellent customer service; implements education protocols; uses point-of-sale system to ensure proper retail and inventory compliance; maintains a balanced cash drawer, initiates reporting of customer complaints and concerns, provides customer feedback assessment to the Dispensary Manager.

]

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

Our Human Resources Manager (HRM) will engage the EMT and management staff on a regular basis to determine if vacancies are anticipated or whether specific positions need to be created in response to company growth or other needs. The hiring process will be managed by the HRM and will involve: needs assessment;

job description development; posting of the position; use of a search company; candidate review; references and CORI checks. Upon hiring the employee will complete all required training.

1) Hiring

a. Equal Employment Opportunity Commission Guideline Compliance

Our hiring and personnel policies and procedures and must comply with all EEOC guidelines for non-discrimination based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. These policies apply to all types of work situations, including hiring, firing, promotions, harassment, training, wages, and benefits.

b. Criminal Offender Record Information (CORI) Check Policies and Procedures

Per 105 CMR 725.100(B)(3)(h) the HRM will submit the name, address, DOB, and resumes of each member of the EMT along with a photocopy of their driver's license or other government-issued ID, and DCJIS CORI reports within 30 calendar days prior to submission to the Department. All candidates will undergo a CORI check to assess eligibility for DPH registration under 725.100(A)(5). The HRM will maintain a file for each employee documenting their CORI status. The Department will be notified immediately of any employee found to have been convicted of a criminal offense and employment will be terminated. We will initiate CORI checks on all employees of the company every 6-months or a frequency set by the Department.

c. State and Federal Family Leave Acts

We will comply in totality with state and federal family leave acts.

d. Workplace Safety

We will adhere to all federal and state workplace safety laws.

e. Minimum Wage

We will pay all of our employees at least 50% above federal and state minimum wage levels.

2) Qualifications and Experience by Position Description

- **Chief Executive Officer:** previous experience managing a successful company; healthcare or dispensary management experience; history of maintaining successful regulatory compliance; ability to oversee an EMT; ability to execute responsibility in achievement of the company's mission, vision and financial goals. Ability to positively interact with various sectors of the community.
- **Chief Operations Officer:** history of successfully overseeing the day-to-day operations of a business; healthcare or dispensary management experience; experience and acumen with complex problem-solving; strong compliance and reporting skills; ability to maintain balance between a multi-department operation.
- **Chief Financial Officer:** direct experience managing the finances of a successful company; accounting experience, proven success in business strategy; ability to drive business operations through effective financial practices; ability to understand financial risks and effectively communicate them to the CEO; ability to work effectively with auditors.
- **Chief Compliance Officer:** experience effectively managing compliance requirements; analytic ability to surpass compliance with 105 CMR 725.000 and Chapter 369; ability to track changes in state and federal legislation pertinent to the industry; ability to proactively search for compliance issues and the ability to effectively communicate them to the CEO, BOD, town and state as appropriate.
- **Chief Medical Officer:** medical degree; ability to integrate new cannabis research into improving patient care; experience as a medical director; ability to communicate effectively with the local and regional healthcare community.

- **Director of Security:** law enforcement background; managerial experience; ability to oversee implementation of the security plan and safety and emergency policies and procedures.
- **Cultivation Manager:** professional experience managing horticultural operations; IPM training; ability to use a variety of cultivation methods and comply with complex regulations to achieve production goals with organic methods and facility engineering.
- **Outreach and Education Manager:** ability to maintain a positive and encouraging attitude; ability to garner support for complex issues; experience in non-profit or healthcare settings; demonstrated experience producing effective outreach and education materials as well as press releases; ability to make effective presentations.
- **Dispensary Manager:** experience managing inventories, complex regulatory and reporting requirements; ability to utilize critical-thinking and problem-solving to increase the effectiveness of the service environment; ability to manage software systems and maintain accurate record keeping; commitment to working with managers and executives across departments; ability to manage several projects at a time; coordinating supply and demand to ensure most efficient use of company resources.
- **Bookkeeper:** history accurately and successfully managing a company's books and producing required information for all tax reporting obligations.
- **Security Guard:** law enforcement or security guard positions; ability to ensure full implementation of security and safety protocols.
- **MIPs Manager:** food code certification; large-scale production of baked goods, confectionaries, oil infusions, packaging, ability to calculate dosage, experience ordering and managing a kitchen.
- **Cultivation Assistant:** professional experience working in a horticulture, setting; ability to follow rigorous protocols.

Customer Service Associate: ability to maintain a positive attitude; history of excelling in CS roles; previous experience in the healthcare or medical marijuana industry; accurate record keeping and data-entry skills; ability to manage time effectively; ability to handle incidents and emergencies in a professional and responsible manner; us]

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, benefits packages 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.

[Our long-range objective is to build a prosperous business through the mutual satisfaction of patients, community and employees. We will achieve this by creating a work environment that encourages communication, excellence, skill development, belief and trust in management, personal responsibility and team work. It is our ambition to treat all of our team members in a fair and reasonable manner.

Registered Marijuana Dispensaries will be operating in an environment of high expectation, scrutiny and responsibility; we therefore shall hold our employees to the highest possible standards. Attention to detail and compliance with all laws and regulations is required to establish trust with the state, the town and the

community. Creating an employment culture that espouses these precepts while creating a “patient-positive” atmosphere is essential to our success.



1) Personnel Policies

We will institute a normal 40 hour workweek. We will pay overtime compensation to non-exempt employees under federal and state wage and hour restrictions. Overtime will be paid for all hours worked over 40 per week and will be paid at the rate of one and one-half times the employee’s regular hourly rate. Holidays, leaves of absence and personal time off, sick time and vacation days to not constitute hours worked when calculating overtime compensation. Overtime must be approved by the employee’s manager.

We understand the increases in productivity, job performance and job satisfaction that occur when employees are able to balance work-life and home-life. Employees will be encouraged to take regular breaks while at work and creating feasible workloads will enable employees to complete their shifts on time. We will observe the following holidays for all employees: New Year’s Day, Labor Day, Thanksgiving Day and Christmas Day.

Employees will be granted time off for jury duty, sick leave, military leave and maternity leave and will not be penalized. They will be able to return to their same positions and hourly wage or salary. Proper documentation will be required.

The Massachusetts State Continuation Coverage will be granted to employees, spouses and dependent children who qualify. Income tax will be withheld from all employees’ earnings and we will participate in FICA and Medicare withholding and matching programs as required by law.

Raises to employee’s hourly wages or annual salaries will be reviewed every 12 months. Raises will be granted on the basis of performance, adherence to company policies, procedures as well as local and state laws. Raises will only be implemented if the company’s finances can support them.

2) Advancement Opportunities

We endeavor to increase employee morale by providing opportunities for employees to apply for job openings within the company as they arise. We believe in supporting interdepartmental transfers as method of creating stronger, more knowledgeable employees as well as vertical transfers as employees gain the necessary skill sets for advancement. Each individual will be evaluated for transfer or advancement based on performance, dedication, efficiency, attitude and initiative.

We will offer highly competitive benefits and discounts for regular full-time employees.

3) Compensation

Employees will be paid on a weekly basis and paychecks will not be given to anyone but the employee without prior notification by the employee. Employees may request to have their checks direct deposited into their bank account.

Hourly employees will utilize our company time-clock to record time spent on the job. Managers will review all time-cards to ensure their accuracy.

4) Proposed Wages

CEO \$50/hour
COO \$50/hour
CFO \$50/hour

CCO \$50/hour
Director of Security \$20/hour
Dispensary Manager \$20/hour
Bookkeeper \$40/hour
Cultivation Manager \$20/hour
Customer Service Associates \$15/hour
Cultivation Assistants \$15/hour]

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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.

[Our multifaceted training program begins from the moment new agents are hired and continues in an on-going basis throughout an agent's employment with GMVCC. We will employ a variety of agents including, but not limited to, executives, horticulturalists, security personnel and retail experts. Our training is designed to provide all agents with a core curriculum that involves all aspects of the business. Specialists will then undergo additional specialty-specific training to ensure full compliance with all applicable codes and laws. As this is a rapidly evolving industry, we believe that continuing education must be a top priority. All staff will be required to complete 16 hours of continuing education per year.

- a. **Health Insurance Portability and Accounting Act (HIPAA):** GMVCC will utilize tools and trainings to ensure full HIPAA compliance. All agents will be required to take the training course offered on-line at www.myhippatraining.com. Tests will be reviewed by the Chief Compliance Officer for passing scores, deficiencies and retesting requirements.
- b. **Security:** Our Director of Security will lead security trainings for, and provide the company security training manual to, ALL agents of the company. Our security protocols will be provided to local and state law enforcement for comment and ensure that all involved parties understand our approved protocols and safety infrastructure. The Director of Security will conduct random and regular testing of all agents to insure on-going awareness and preparedness for staff. We also recognize that Security Training includes instilling an awareness of diversion prevention techniques and protocols as well as our zero-tolerance policy.
- c. **Cannabis Research:** Given the unique status of medical marijuana in the United States and lack of uniformity in research methodologies (lack of peer-reviewed journals) we believe that it is our responsibility to collect as much research data as possible from a variety of sources. It is also our responsibility to sort through this information and share it with patients and agents in a responsible and ethical manner. Our team of dedicated healthcare professionals will, on a monthly-basis, conduct literature reviews and meet to discuss findings and training and research dissemination methods.
- d. **Local, State and Federal marijuana laws:** All agents will be trained during orientation about all applicable law. Agents will sign a standard form that they are aware of marijuana's legal status. They will be given extensive training on proper implementation of 105 CMR 725.000 as applied company-wide as well as regulations pertinent to their job-specific functions. All staff will be trained in HIPAA compliance and OSHA compliance as well.

- e. **Patient Education Practices:** Since all agents will inevitably have patient contact, we believe all agents should have training in proper patient communication and service. All staff-to-patient communication should be focused on providing compassionate, friendly, positive, private and educational content. We are aware that for many patients the use of medical marijuana requires transcending traditional cultural and medical norms. For this reason, in particular, it is imperative that all staff understand and receive training in maintaining the privacy and dignity of patients.
- f. **Recording Keeping:** All staff will be trained in proper record keeping pertinent to their job duties. Proper record keeping is essential for all programs and departments within the company. Our comprehensive record keeping policies and procedures as well as technologies and storage units will ensure full compliance with all local, state and federal law.
- g. **Conferences and Continuing Medical Education (CME) requirements:** All licensed healthcare providers working on our staff will be required to maintain proper and on-going Continuing Medical Education in compliance with State regulations for their particular licensure. We will also encourage participation in and provide resources for attendance in scientific and industry conferences.
- h. **Horticultural Training:** We will contract with horticulture specialization consultants to provide ancillary training to increase quality, safety, sanitary, productivity, efficiency and regulatory compliance on an on-going basis. Staff will be encouraged to attend and will be provided resources to obtain continuing education in Horticultural Best Practices.
- i. **Public Speaking Opportunities:** We will encourage our Executive Management Team and Department Heads to engage the community and medical professionals and businesses by giving talks, in-services and lectures on a regular basis. This is an important method in ensuring that our staff are up to date on relevant topics and research as well as contributing back to the community by ensuring that all stakeholders are thoroughly informed about our mission.]

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 startup period, including key benchmarks, leading up to the Department's final inspection.

[For card-holding patients that do not have a reliable source of medical marijuana, opening Greenleaf MV Compassionate Care, Inc. is of utmost urgency. We must, however, balance an expedient opening while taking the time necessary to hire the most qualified staff, establish industry leading protocols, cultivate high quality medicine and launch in the most community-friendly manner. Given our progress to date and forecast timeline, our expectation is to be fully operational by June 15, 2014.

The launch timeline is divided into three different phases.

1) Phase I: Pre-Provisional Approval

Prior to issuance of the provisional approval our goal is to accomplish those tasks that do not require the provisional approval. Phase I is primarily focused on prep work related to the build out and commencing the operating plan:

- Finalize architectural and engineering plans for build out

- Field construction bids and interview general contractors
- Apply for related town permits
- Field bids for security, IT and POS systems
- Initiate hiring campaign
- Develop operations and employee manuals
- Begin website design and development
- Fine tune cultivation and operating plans
- Develop community outreach initiatives

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2) Phase II: Post-Provisional Approval

As soon as the provisional approval is issued, we will commence with all construction, build-out and installation activities. These activities will occur in tandem and will include the following:

- Construction of the retail space, the cultivation space and, the processing area
- Complete hiring of all managers
- Upgrades to the electric system
- Upgrades to the plumbing system
- Upgrades to the fire detection and prevention system
- Installation of a commercial kitchen
- Installation of the security and alarm systems
- Upgrades for ADA compliance
- Installation of the cultivation operation
- Installation of IT and POS systems
- Hiring and staff training
- Completion of all required manuals
- Outreach to the municipality
- Beta-testing all systems and response protocols

3) Phase III: Post-Provisional Inspection

As soon as the Department allows GMVCC to proceed past the provisional inspection process GMVCC will commence all horticultural operations and finalize operational components requiring completion. These include:

- Seeding plants and establishing a balanced horticultural environment
- Initiating the marketing program
- Ramping up community outreach to educate all island residents
- Providing regular updates to the town of West Tisbury and the Department
- Grand opening

4) Delegation of Responsibility

We will complete our hiring of management early in Phase II. All managers will work with their direct supervisors in the EMT. The CEO and COO will assign department related tasks to respective managers and supervisors thereby executing numerous assignments simultaneously. All EMT members and managers will report to the CEO and COO on a daily basis to ensure meeting of deadlines. The CEO and COO will work directly with the general contractor and vendors to establish and meet deadlines for all required projects.

]

Start-up timeline with clear benchmarks and dates attached as exhibit 7.1

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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.

[In conjunction with the Board of Directors, the CEO will determine operational goals for the first year of operations and beyond. All managers will be assigned processes they are responsible for and predetermined process goals will be implemented. The Executive Management Team will monitor all mid-level managers to analyze process achievement and additional process improvements required. Our RMD is divided operationally into four departments: dispensary, administration, cultivation and processing. The CEO will oversee all four departments to identify problem areas and certify to the BOD that goals have been achieved.

Check-in Points

3) Patient Satisfaction

GMVCC is a non-profit with the main purpose being to provide medical marijuana patients safe access to high quality medicine. The manager assigned to patient satisfaction must identify multiple strategies to evaluate GMVCC's performance in relation to patient satisfaction. At a minimum, the following methods will be utilized: web-based anonymous patient satisfaction surveys, on-site anonymous patient satisfaction surveys, logs of patient comments, collection and analysis of patient suggestions through email and phone logs.

Managers must compile a report to the BOD at year-end to regarding the status of their objectives, strategies employed to meet objectives and an assessment of performance indicators. Recommendations for process improvements to be implemented will be rejected or adopted by the BOD based on the manager's report setting the goals for the following year.

2) Production Goals

Successfully providing high quality medical marijuana to patients in a timely manner is an essential element of our mission and vital to the well-being of patients and survival of the business. In short, demand shall not exceed supply. However, quality shall not diminish with increased production. Both supply and quality will be monitored on an on-going basis through customer satisfaction surveys as well as in-house and third-party analysis of the marijuana. The cultivation manager is responsible for determining the inventory of plants to satisfy the on-going patient population projections provided by the CEO. If anticipated yields or production quantities are lower than expected in year one, the manager must provide an in-depth analysis of the operations. The analysis of production goals must review and identify any errors with the point of sale system or inventory control system.

The manager can address any issues with supply by taking the necessary steps to increase production or by identifying and reporting problems in the cultivation area or manufacturing facility immediately. GMVCC strives to create an environment in which employees are encouraged to identify and rectify problems before they negatively impact operations.

1) Employee Development

We recognize that we cannot meet any of our objectives if our staff is not properly educated and trained. Likewise, we cannot meet our objectives if our staff is required to work in an unsafe, unfair, or otherwise negative work environment. It is our goal to promote continual employee development to promote job satisfaction, reduce employee turnover and ensure compliance with all policies and procedures as well as drive innovation within our walls. During year-one each manager will implement strategies to increase the skills and knowledge base of their team. These may include: training opportunities, job shadowing, community outreach and education opportunities and industry convention participation. Employees will receive 90-day reviews providing them the opportunity to assess the performance of GMVCC managers and executives.

]

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.

[The GMVCC cultivation team will be comprised of leaders in the medical marijuana horticultural industry. In collaboration with Greenleaf Compassionate Care Center, Inc. (GCCC), one of two licensed medical marijuana compassion centers in Rhode Island, we will produce medical marijuana of the highest standards. Greenleaf's Director of Horticulture, John Emmons, and assistant growers will be employed by GMVCC to construct a state-of-the-art cultivation operation, produce organic medical marijuana, and train additional horticultural staff as they are needed. GCCC will provide an opportunity to share knowledge and develop new methodologies for the mutual benefit of both organizations. This team of dedicated growers has decades of experience utilizing a variety of horticultural methods. The production of marijuana for medicinal purposes requires significantly more protocol implementation than more conventional agriculture or floriculture.

Hygiene and Sanitation

Perhaps the greatest risk for medical marijuana patients is food-borne illness from contamination of marijuana. Our comprehensive cultivation hygiene plan addresses all prevalent food-borne risks by utilizing prevention techniques utilized in the manufacture of food items, including:

- Cleaning and disinfecting all surfaces that will come into direct contact with marijuana
- Sanitation of all tools and utensils (scissors for example) that come in contact with the plant before and after each use
- Strict and mandatory compliance with hand-washing protocols
- Storage of medical marijuana to prevent contamination by vermin

GMVCC shall process its medical marijuana in a safe and sanitary manner. Only the leaves and flowers of the female plant will be processed, and they will be:

- Well cured and free of seeds and stems
- Free of dirt, sand, debris, and other foreign matter
- Free of contamination by mold, rot, other fungus or bacterial disease
- Prepared and handled on food-grade stainless steel tables
- Packaged in a secure area.

Facility Engineering

Indoor medical marijuana growing methods encompass more steps and protocols, regardless of whether the plant is grown in hydroponics or soil. The goal is to create a homeostatic environment with proper checks and balances to ensure that plants produce the highest quality of medicine and the highest yields. Facility engineering creates the foundation for a fine-tuned environment and includes the following:

- Creating a properly sealed facility to control movement of all liquids and gases
- Providing ample HVAC, electricity and fuel
- Installing water purifying equipment
- Designing a 3-dimensional floor plan to maximize space and allow for controlled movement of liquids, gases, air, heat, light and waste products
- Designing a floor plan that allows for movement of horticultural staff within and about the garden

- Automating key functions such as temperature control, humidity control, lighting frequency, carbon dioxide enhancement, water filtration and air-flow

GMVCC will use video surveillance to allow for visual monitoring of the grow room on off-hours. We will also utilize remote detection-devices to monitor temperature, humidity, ph levels and other key factors.

Organic Cultivation

Having the benefit of working collaboratively with the RI dispensary, there is extensive experience excelling in the production of organic medical marijuana. This sets GMVCC apart from many growers that have become dependent upon pesticides, inorganic nutrients, growth accelerators and other man-made chemicals. To comply with the Department's requirements:

- Soil for cultivation will meet the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels.
- Application of any non-organic pesticide in the cultivation of marijuana is prohibited. All cultivation will be consistent with U.S. Department of Agriculture organic requirements at 7 CFR Part 205.
- The cultivation process shall use best organic practices to limit contamination, including mold, fungus, bacterial diseases, rot, pests, non-organic pesticides, mildew, and any other contaminant identified as posing potential harm.
- We will use only USDA and OMRI listed nutrients, growth enhancers and flushing substances.
- We will use only reverse-osmosis water filtration to ensure purity of all water.
- All hydroponic or soil-based grow equipment will be cleaned with non-toxic cleaning agents.
- Air will be filtered and ionized.
- We will employ Integrated Pest Management protocols if needed.]

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.

[It is GMVCC philosophy that the highest standards must be used in all aspects of our production of medical marijuana. Organic production methods and sanitary compliance alone are not sufficient to produce the purest and highest quality medicine. Quality Assurance extends to choice of plant genetics, choice of organic nutrients, purity of water and proper grow methodology. Quality can only be maintained through rigorous monitoring of product using a variety of methods.

GMVCC will utilize a third party testing company that provides testing for all contaminants required by the Department. The laboratory must be an approved and independent laboratory accredited to International Organization for Standardization (ISO) 17025 by a third party accrediting body such as A2LA or ACLASS; or certified, registered or accredited by an organization approved by the Department. We will comply with all required testing protocols including frequency of testing, contamination response plans, lot and sample size parameters.

Purity and Consistency

Purity is determined by environmental inputs including, water, nutrients, plant growth mediums, air conditions, humidity, temperature, nutrient flushing agents and disease control agents. Purity is also determined by proper methods of facility and personnel sanitation. Testing for purity will include: mold; mildew; heavy metals; plant growth regulators; the presence of non-organic pesticides; and any additional contaminants the Department deems necessary.

Consistency is determined by several control parameters and begins with selection of seed stock or plant cuttings. To the extent possible, GMVCC will use true-breeding stock. Consistency is also determined by rigorous adherence to environmental control and feeding methods. We will use state-of-the-art environmental controls at all stages.

Contaminant Mitigation Policy and Procedures

GMVCC will create a closed environment to greatly limit entrance of disease vectors into the facility. Our OSHA compliance protocols will ensure that there is no toxic build-up of chemicals. To this end, we are also committed to using organic and natural cleaning agents as well as integrated pest management. Our contamination monitoring, response and tracking protocols are initiated if there are any signs of human or plant toxicity. Our use of OSHA Four-Point Work Place Program will be used on a continual basis.

Testing Process and Frequency

We shall arrange for testing to be conducted in accordance with the frequency required by the Department. Unless otherwise notified by the Department, we will designate *batch* and *lot* by Food and Drug Administration (FDA) definitions. Batch will be defined as all plants in a given flower or vegetative room and in the same stage of development. Each strain or variety within a batch is defined as a lot. Using our seed-to-sale protocol and software, we will further recognize and track each plant within a lot and batch. Test samples will be prepared and sent for testing during the processing phase unless there are indicators of contamination prior to harvest. At a minimum, samples from each lot in quantities specified by the Department and our third-party testing company will be taken, packaged and delivered to the testing company.

Quality Standards

Quality is ultimately determined and created by control and choice of environmental and nutrient inputs. We will follow all quality control requirements set by the Department, the USDA National Organic Program, and the US Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation and Guidelines for residential soil levels, as well as implementation of best practices. Potency and cannabinoid profile parameters will be determined by setting and documenting expectations for each plant, lot, batch, product and MIP.

]

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

[All waste, including waste composed of or containing finished marijuana and MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Our intent is to utilize best practices for the disposal of ALL waste containing medical marijuana, regardless of form. We will maintain the same standards of tracking, safety, and security, as well as environmental stewardship in our handling of waste products. At a minimum these methods include:

Disposal

Liquid waste containing medical marijuana or by-products of marijuana processing will be disposed of in compliance with requirements for discharge into surface water (314 CMR 3.00), groundwater (314 CMR 5.00), and sewers (314 CMR 7.00), or disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00. Solid waste generated will be disposed per 105 CMR 725.105 (J)(3).

GMVCC will accept at no charge unused, excess, or contaminated medical marijuana from a registered qualifying patient or personal caregiver, and we shall destroy it as provided in 105 CMR 725.105(J) and

maintain a written record of such disposal. This record shall include the name of the supplying registered qualifying patient or personal caregiver, if applicable.

 ORIGINAL

Security

All waste products requiring transport to municipal or commercial facilities must be transported and disposed of

The management and disposal of all waste products will be carried out in accordance with our security policies and procedures.

Anti-Diversion

The GMVCC Total-Accountability Protocol will be implemented for waste management and disposal of medical marijuana plants and products. When medical marijuana, plant materials or MIPs are disposed of, we will create and maintain a written record of the date, the type and quantity disposed, the manner of disposal, and the names/signatures of those persons present during the disposal. We shall keep disposal records for at least two years. All waste medical marijuana and marijuana products will be removed from usable medical marijuana inventory logs.

All medical marijuana must be rendered unusable prior to transport to prevent off-site diversion. This will be carried out using composting, incineration and/or approved chemical destruction techniques.

]

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.

[As healthcare professionals, it is the responsibility of GMVCC to provide the healthiest Medically Infused Product (MIP) choices possible. The industry standard has been set too low by producers focusing on dessert items as the primary method of dose administration. It is our intention to provide healthy alternatives. Our MIPs will not be overtly appealing to, nor promote MIP access by, children. We will use organic ingredients when available. We will produce a gluten and dairy-free line.

Our menu will consist of the following:

- Oils and butters - Many patients prefer to cook on their own with these premade ingredients. By infusing oils and butters with medical marijuana, patients may choose their dosage and which foods to create
- Nutrition bars - These bars are easy to transport, have a long shelf-life, and can be produced to have significant nutritional content
- Health-conscious desserts - For patients suffering from disease-related loss of appetite or weight loss, these products are often an important part of their recovery

- Cannabis oil capsules - Given their size and long shelf-life, capsules are an easy method of ingestion when it is not mealtime
- Sublingual tinctures and tablets - An important factor with all MIPs is the dose response time. Sublingual tinctures and tablets have a much shorter dose response time and, therefore, may be the preferred dose form

ORIGINAL

Protecting our patients from foodborne illness is a top priority. We shall comply with all best practices for the production of MIPs, as well as all mandatory legislated standards - including the following:

- Food and Drug Administration (FDA) guidance for developing master production formulas
- Good Manufacturing Practice (GMP)
- 105 CMR 725.105 (C)
- U.S. Occupational Safety & Health Administration (OSHA) Guidelines for the Prevention of Foodborne Illness

GMVCC production methods start with extraction of cannabinoids from the marijuana flowers and end with a product packaged properly for retail. There are many steps along the way. We will utilize all usable plant materials of acceptable quality in the production of extracts. This limits waste (thereby reducing opportunities for diversion) and ensures efficiency.

The Decarboxylation process involves heating the marijuana to ensure the conversion of non-medicinal THCA into the medicinal compound THC. For standard dosing, we will measure 0.5 grams of flower MIPs using approved scales and measuring devices.

All food preparation will follow best practices as well as mandatory legislated standards. MIPs will be packaged in accordance with these standards as well, including child-safety features and methods of preventing foodborne illness.

Sanitation requires having all the necessary protocols and tools in place to prevent foodborne illness. We will follow all best practices and mandatory legislated standards for sanitation and hygiene. These include:

- Creation of limited access areas
- Prevention of adulteration
- Personnel training and policies
- Record keeping
- Properly maintained equipment
- Production area design and maintenance
- Inspections
- Production environmental controls
- Quality control/quality assurance plan

Every MIP will have an individual label bearing the required information in full compliance with 105 CMR 725.105(D)(3). Every label will be produced in conjunction with, and tracked through the use of, our inventory software and barcode system.

GMVCC procedures for storing MIPs are as follows:

- Secured and locked MIP storage areas will be maintained in compliance with the security requirements of 105 CMR 725.110

- All MIPs will be stored in a proper environmentally controlled storage container, refrigerator or freezer. Storage areas will be maintained in compliance with our sanitation policy and procedure manuals, including the requirement of being infestation free
- We will create a separate area for storage of any medical marijuana that is outdated, damaged, deteriorated, mislabeled and/or contaminated. Any MIP in packaging or a container that has been opened or breached will be stored, until destruction, in this separate locked secure storage area

The disposal of MIPs will occur in full compliance with applicable state and local statutes, ordinances and regulations. Those details are available in our Waste Management and Disposal Policies and Procedures. We will follow all best practices pertaining to environmentally friendly disposal methods, as well as safety measures for the prevention of diversion (see Safety Procedures Summary at Part 7.5)

The dispensing of MIPs will follow the same parameters as for dispensing non-infused marijuana and will include:

- Proof of qualifying patient or caregiver status including, but not limited to, a registration card and valid proof of identification]

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.

[Inventory Management Program

GMVCC will utilize MJ Freeway Software Solutions™, the medical marijuana industry's leading all-in-one seed-to-sale inventory and POS software system. The GramTracker Elite™ and GrowTracker Elite™ platforms will be purchased when a Provisional Approval notification has been received from the Department. These platforms offer the following key tracking features:

- Integrated Product Weighing
- Inventory Management
- Plant Management
- Nutrient Tracking
- Plant Schedules and Stages
- Batch Tracking
- State Compliance Reporting and Integration
- Product Menu Population
- Custom Reporting

The first step in tracking begins with the arrival or production of seeds, clones or cuttings. Any seed, clone or cutting that has been acquired and/or produced in-house will be entered into MJ Freeway immediately upon receipt or production and assigned a unique identifier including serial number and bar-code.

Once the identifier has been affixed, the item is further tagged with a batch and lot number upon planting. As each plant moves through the stages of development, its status will be updated in MJ Freeway. When a plant is harvested, it will be entered into MJ Freeway. The weight of the harvested materials will be entered into the

tracking program. The unique identifiers will remain with the harvested materials as they are dried and cured. After the marijuana has fully dried and cured, it will be reweighed prior to packaging to account for normal weight-loss.

Upon packaging, the product will be fully labeled (including the unique identifier) and placed in locked storage. If the product is divided into smaller sale quantities, it will receive a secondary retail bar code but maintain the original serial number, batch, and lot numbers.

When the store manager determines that the product is needed for retail inventory, its status will change accordingly in MJ Freeway. When a product is sold, it is removed from inventory.

Prevention of Diversion

GMVCC believes that the best policy for the prevention of diversion is to establish a company-wide culture of responsibility. Multiple checks and balances are included in the policies and procedures for security, record keeping, compliance, waste management and inventory tracking. Combining a seed-to-sale inventory software system with rigorous policies and procedures, will provide total accountability for all marijuana and marijuana products in the following ways:

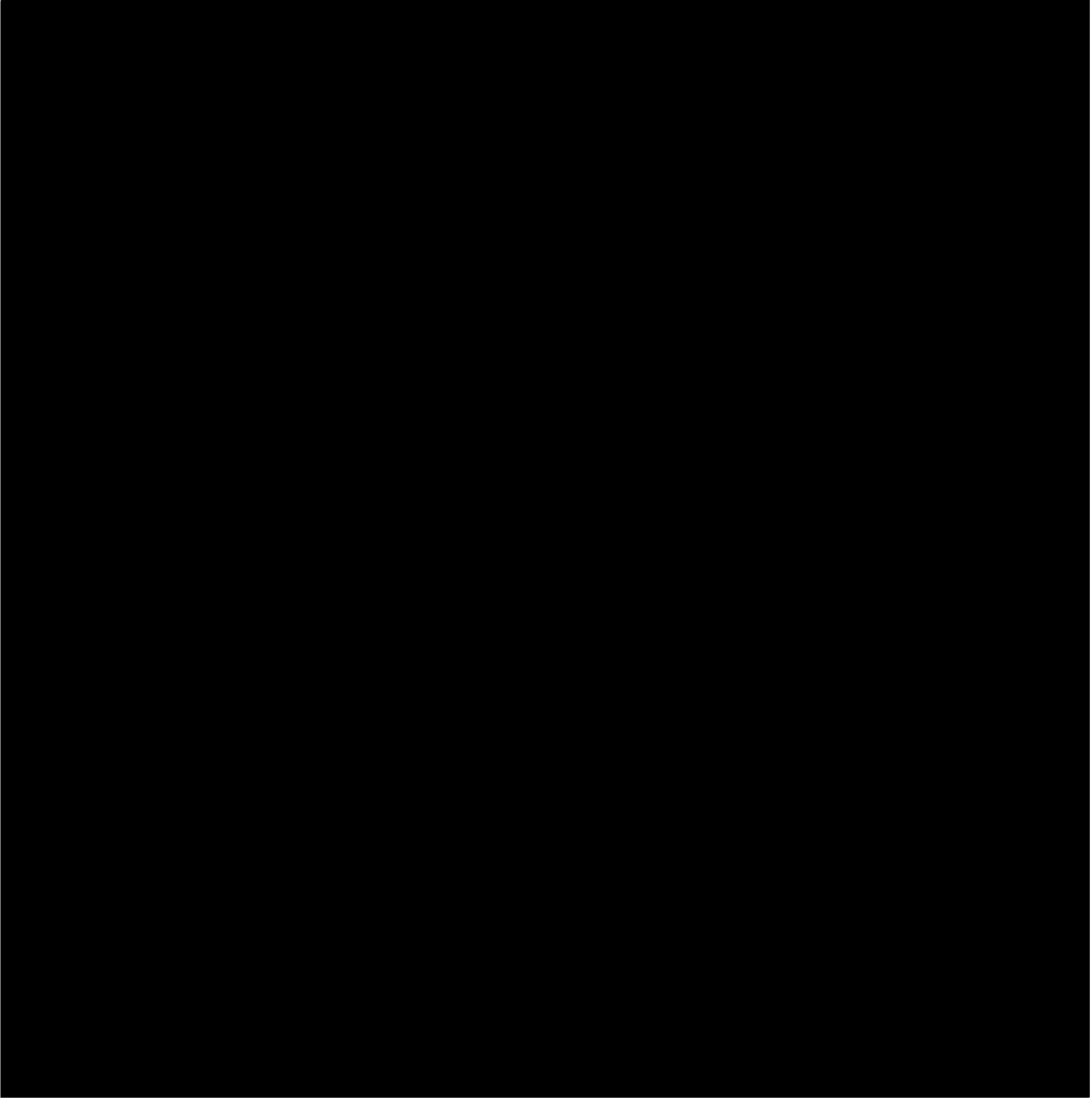
- Overlap of responsibility – All management staff will have authority within MJ Freeway to access inventory functions. The Chief Operations Officer and Head Cultivation Manager will conduct total inventories within their respective departments. Their reports will be presented to the Chief Compliance Officer and Chief Executive Officer, who will evaluate the inventory reports and conduct audits on a regular basis.
- Surveillance - Surveillance is a known deterrent. GMVCC will have video cameras positioned to record all employee activities within and outside the facility. Recordings will be audited on an on-going basis to look for illegal activity.
- Access - Only employees with access permissions for a particular area within the facility or handling permissions will be allowed access to product at a particular stage of production. For example: sales personnel will not be granted permission for access to the horticultural operation.
- Working with law enforcement - The Chief Compliance Officer will contact the local narcotics division to determine if there are any activities or arrests that suggest diversion may be occurring.

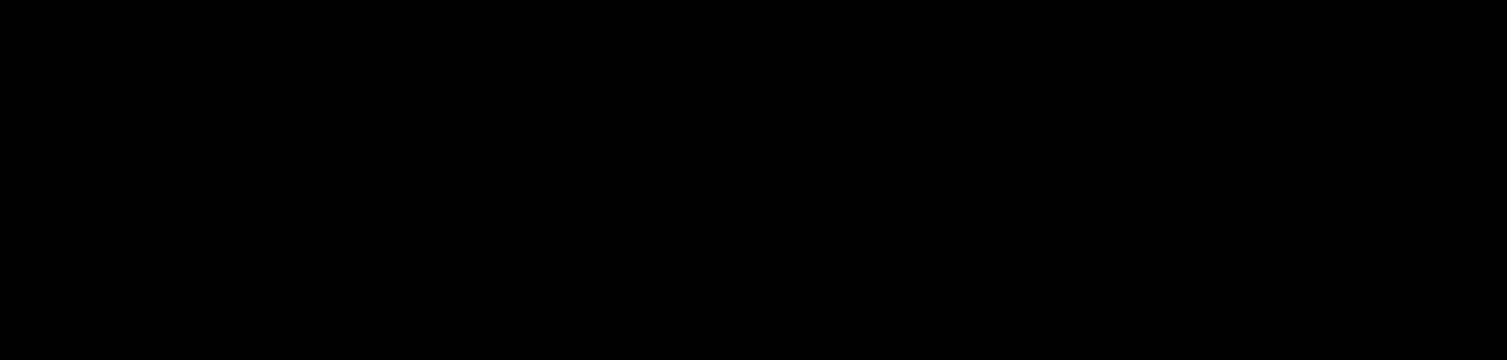
Storage of Medical Marijuana

All medical marijuana in the process of cultivation, production, preparation, transport, or analysis shall be housed and stored in such a manner as to prevent diversion, theft or loss. It will be accessible to the minimum number of specifically authorized dispensary agents essential for operation. This will be determined by the management staff on an ongoing basis, and key fobs will be issued to control egress as needed.

All medical marijuana will be returned to the proper storage area immediately after completion. If a manufacturing process cannot be completed at the end of a working day, the processing area or tanks, vessels, bins or bulk containers containing medical marijuana will be securely locked inside an area or building that affords adequate security.]

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.

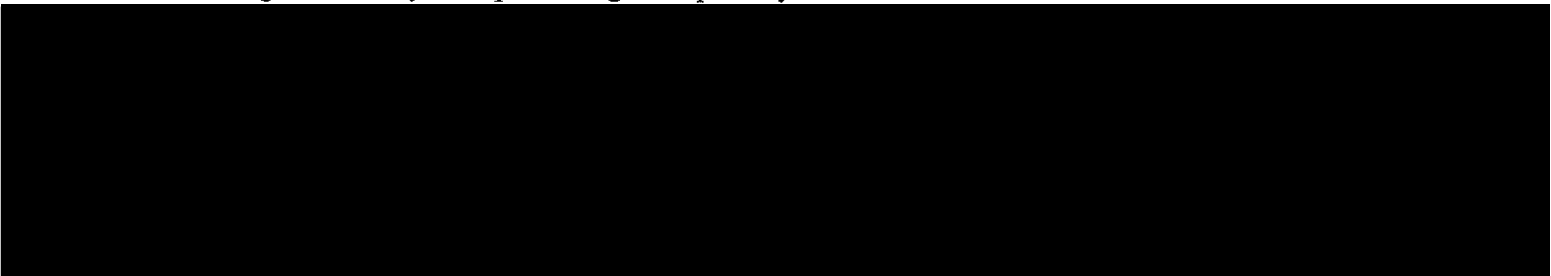
[GMVCC is well situated to provide services to the entirety of Dukes County, MA, including the islands that comprise the Town of Gosnold. According to the most recent US Census in 2012 Dukes County has a population of 17,041. Market data, for states that have medical marijuana programs similar to Massachusetts, suggest that the likely qualify patient population will be approximately 2.0%. We can therefore project a Dukes County patient base of 340 individuals. Dukes County also has a substantial vacation and second home population which raises the population to roughly 75,000 during peak summer months. We estimate that this may raise the patient base by as much as 25%. We have ramp-up cultivation capacity to provide for a summer increase in our patient base.

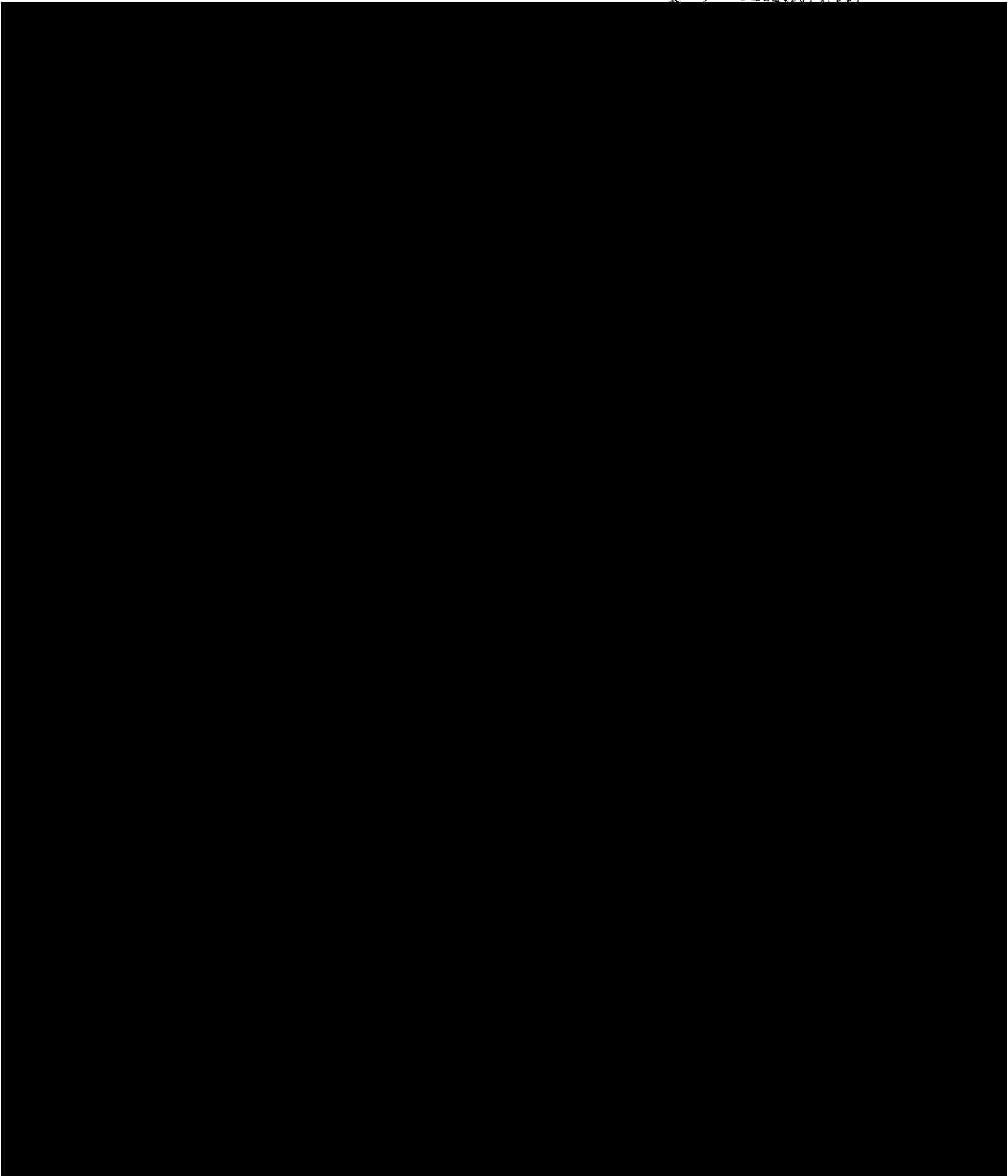
The data from the closest operating dispensary, Greenleaf in Rhode Island, is consistent with data from other medical marijuana states regarding average monthly consumption. On average, each patient utilizes approximately 1.5 ounces of medical marijuana per month. Therefore we will take appropriate steps to ensure cultivation of 32lbs of marijuana per month, in the winter and up to 40lbs per month in the summer. Our facility has ample additional square footage to increase supply should it be required.

In addition to being a Registered Pharmacist in the Commonwealth, our Compliance Officer is also a Coast Guard Certified boat captain. She will give us the ability to provide a delivery service to the Town of Gosnold, MA.

We are committed to providing ancillary services to all patients requiring translation. Our demographic research shows that the second most used language in the county is Portuguese. We have several possible translators available to provide translation services for non-English speaking individuals. We will also purchase web-based translation software to ensure that we are prepared to service patients with languages for which we do not have an on-site translator.]

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.

All patient and caregiver related information held by GMVCC is confidential. It will not be disclosed without the prior written consent of the individual to whom the information belongs, unless a mandated release of information is issued under court order or access is required by the Department to carry out official duties.

GMVCC will utilize MJ Freeway™, which provides the medical marijuana industry's most sophisticated all-in-one cloud-based patient tracking software system. MJ Freeway™ is fully HIPAA compliant. Its state-of-the-art servers are protected by biometric locks and 24-hour surveillance. Their software and infrastructure are updated regularly with the latest security patches. Their network is protected by an enterprise-class firewall to ensure data safety and all patient data is encrypted.

Access to our database will be limited to key personnel by passcode, and access permissions to protected electronic patient files will be administered by the compliance officer. We will utilize the Department's electronic registration and dispensing tracking system in full compliance with Department requirements, when they become available.

Our patient management software system (MJ Freeway™) provides for in-depth patient data collection. 105 CMR 725.000 provides that patients and caregivers seeking access to a dispensary must provide valid proof of registration with the Department. It does not stipulate what personal information they must share with a dispensary. We do not believe patients will be obligated to provide information other than a valid registration card.

- We will document all patient and caregiver identification numbers for each visit and purchase
- We will ask for patient and/or caregiver names, although it does not appear obligatory at this time
- We will ask patients if they would like to share personal and/or medical information, so we may help them achieve consistent and high-quality care
- At a minimum, we will track patient/caregiver purchase histories, quantities purchased, dates and times of purchase, products purchased including bar code and serial number tracking, and purchase prices.

GMVCC will NOT utilize a paper filing system for patient data collection. Any printed materials with patient/caregiver names will be shredded.

GMVCC will employ a third-party patient satisfaction survey software application. This software will allow for complete anonymous collection of data regarding patient/caregiver satisfaction with our operation.

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.

[It is the cornerstone of our mission to provide medical marijuana to ALL registered patients, regardless of financial capability. GMVCC realizes that we must balance several concerns to make this possible on a continual basis. Our intention is to help create access to the extent possible without creating incentive for diversion of marijuana.

We intend to use the income cut-off for Mass Health/Commonwealth Care eligibility as the threshold for the sliding price scale for medical marijuana. That is represented as 300% of the federal poverty level – starting at \$34,476 for a single person. As with MassHealth, GMVCC will use a variety of income verifications such as tax returns, pay stubs, child support and Social Security.

Patients at 300% or below the federal poverty level will receive a free one-quarter ounce of medical marijuana or MIP equivalent per month, along with a 5% discount on all marijuana products purchased thereafter. As an example, this will allow a qualified patient to receive an ounce of medical marijuana, regularly retailing for \$250.00, for \$178.12.]

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.

[GMVCC believes that the most effective plan includes in-house counseling and educational services, as well as on-going community outreach. In fact, we have already met with numerous community officials and groups. Given the newness of the Act, and the sincere desire to become informed, various community-based organizations seem eager to engage us and establish informal conversations about possible collaborative educational programs.

We anticipate that for a majority of newly registered patients and caregivers, the Commonwealth's Act for the Humanitarian Medical Use of Marijuana is a relatively unknown program. We have three main objectives in engaging patients and caregivers on this topic.

First, it is of vital importance for patients and caregivers to have a working knowledge of the Act and their obligations that commence with registration. We will provide personal one-on-one and group counseling sessions as well as printed materials to address the following:

- Definitions provided in the Act
- Allowable quantities of medical marijuana
- Responsible use
- Personal and family safety precautions
- License renewal requirements.

Secondly, many newly registered patients and caregivers do not know how to properly use medical marijuana, nor do they know the risks and benefits. We will provide personal one-on-one and group counseling sessions to address the following:

- Risks and benefits of medical marijuana consumption
- Proper dose administration
- Methods of consumption
- Comparative risks and benefits of different methods of consumption.

Finally, we will provide the most comprehensive and up-to-date materials to properly educate and counsel patients. These materials will include:

- American's for Safe Access (ASA) Condition-based booklets addressing risks and benefits for a variety of accepted uses.

- ASA Reports
- A reading library for patients to enrich their understanding
- Counseling referral contact lists for patient experience drug related issues.

We believe it is not sufficient for a dispensary to educate only their patients and caregivers. If healthcare providers and health service establishments are not equally and adequately educated about medical marijuana, a number of issues arise:

]

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

[The safety of patients, children and the community will be an ongoing concern with GMVCC. Any advertising or marketing plan must address this as a top priority. We believe that many patients experience considerable benefits from use of medical marijuana. Therefore, we must strike a balance between safety and responsible outreach. We believe we have the best model for this effort.

Marketing and Advertising

Our communications with executives from state-licensed dispensaries and compassion centers throughout New England has allowed GMVCC to form a strategy on how best to manage a responsible outreach program. We believe that traditional advertising methods, such as print, radio, and television ads are not acceptable because they do not create an opportunity to adequately explain the risks. Per Commonwealth law and internal policy, we will adhere to the following restrictions:

- Activities not permitted:
 - Print advertisement
 - Billboards and all other outdoor advertising methods on the exterior of the building or elsewhere
 - Television and radio advertising
 - Advertising the price of marijuana or available strains
 - Use of graphics or brand-names on the exterior of the building
 - Production or sale of products or promotional items bearing a symbol of or references to medical marijuana or MIPs (including our logo)
- GMVCC will utilize:
 - A responsible web-site with limited age-related access
 - Limited social media outreach with age related permissions
 - Interviews with print, radio and television
 - Rack cards and business cards placed in appropriate settings like doctor's offices
 - Hosting regular talks and presentations for healthcare providers
 - Providing grand-rounds and in-services to healthcare establishments

Company Logo

The GMVCC logo will be discrete and not contain any images of the marijuana plant or any associated products. The logo will not contain flashy colors, to avoid being appealing to children. Especially with regard to MIPs products, flashy logos could inadvertently attract accidental or intentional consumption by children or minors. The name of the company will comply with the Act by:

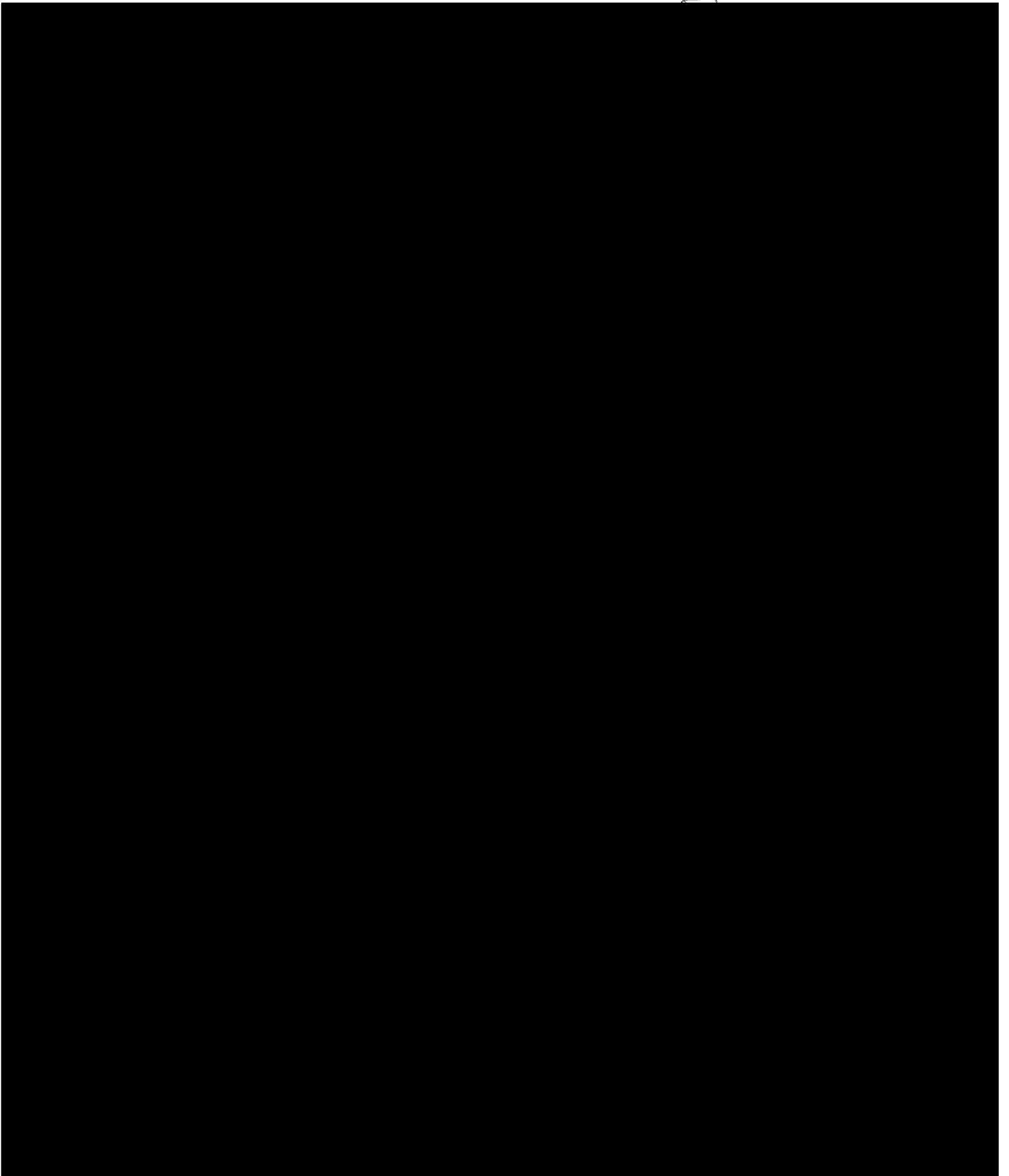
- Not using medical symbols
- Not using images of marijuana or related paraphernalia
- Not using colloquial references to cannabis and marijuana.

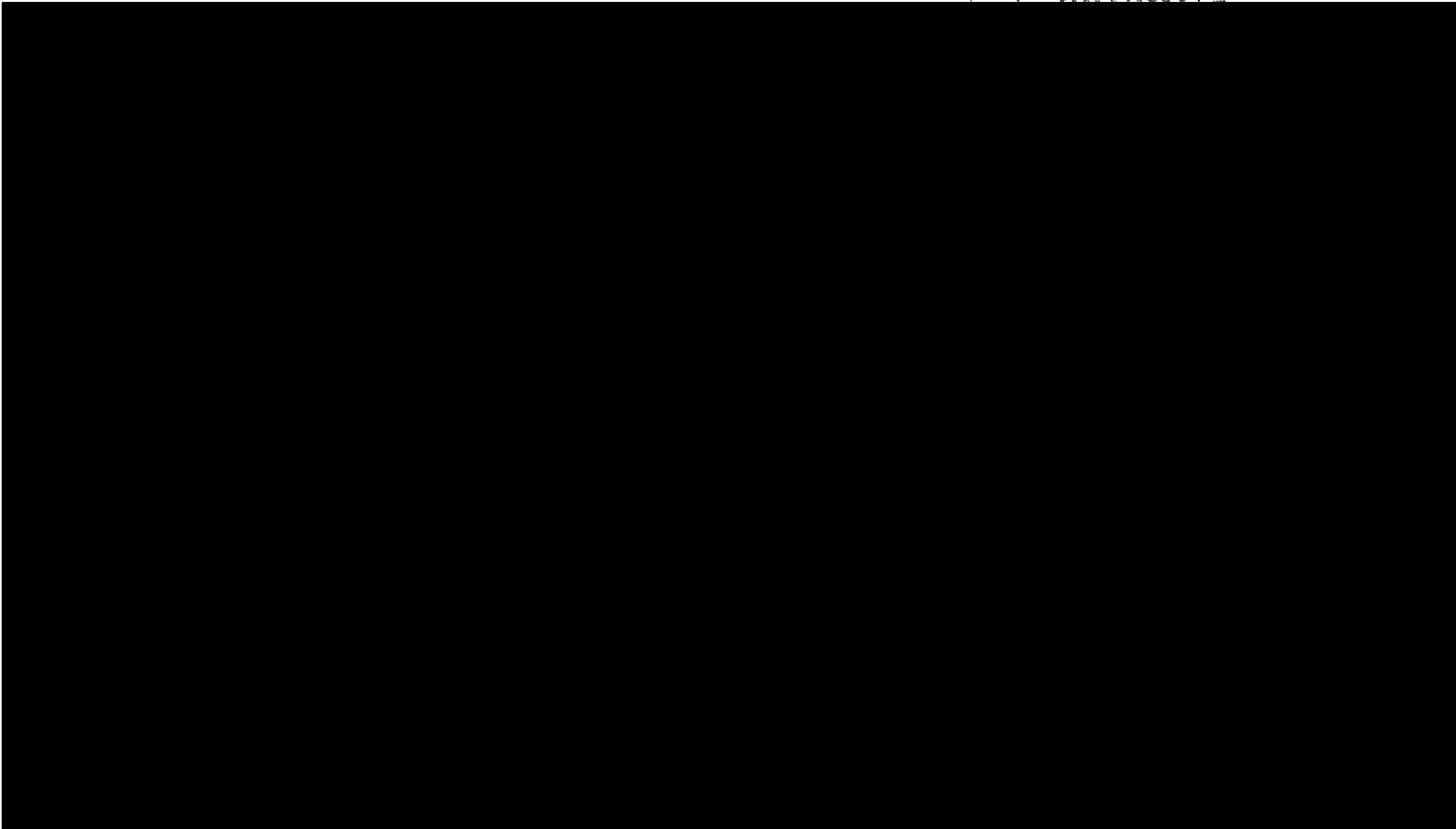
Printed Materials and Fliers

All advertising materials, including logo, COMPANY produces and disseminates pursuant to 105 CMR 725.105(K) or (L) will not include:

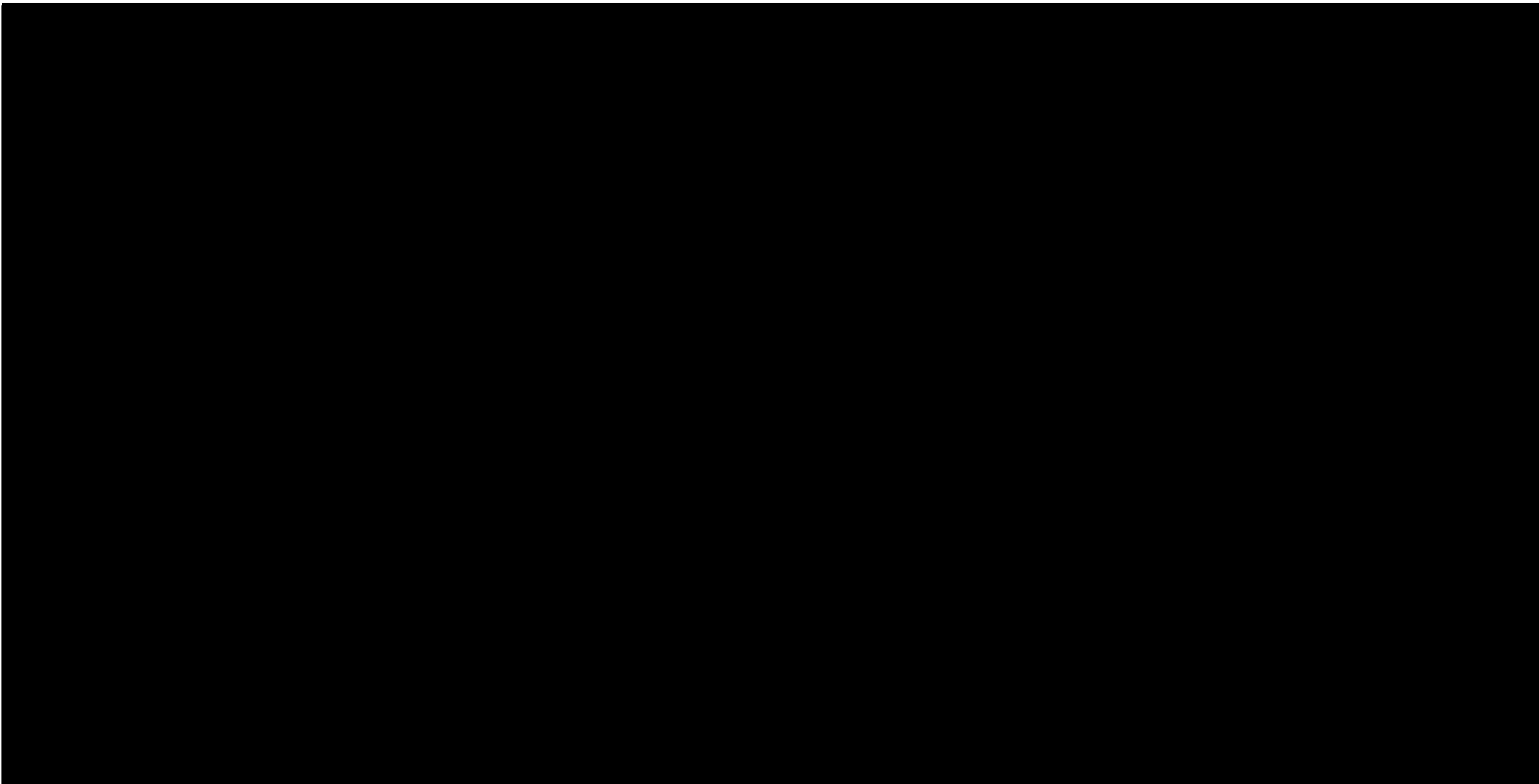
- Any statement, design, representation, picture, or illustration that encourages or represents the use of medical marijuana for any purpose other than to treat a debilitating medical condition or related symptom
- Any statement, design, representation, picture, or illustration that encourages or represents the recreational use of medical marijuana
- Any statement, design, representation, picture, or illustration related to the safety or efficacy of medical marijuana unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor, which shall be made available upon request of a registrant of the Department
- Any statement, design, representation, picture or illustration portraying anyone under 18 years of age.]

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.



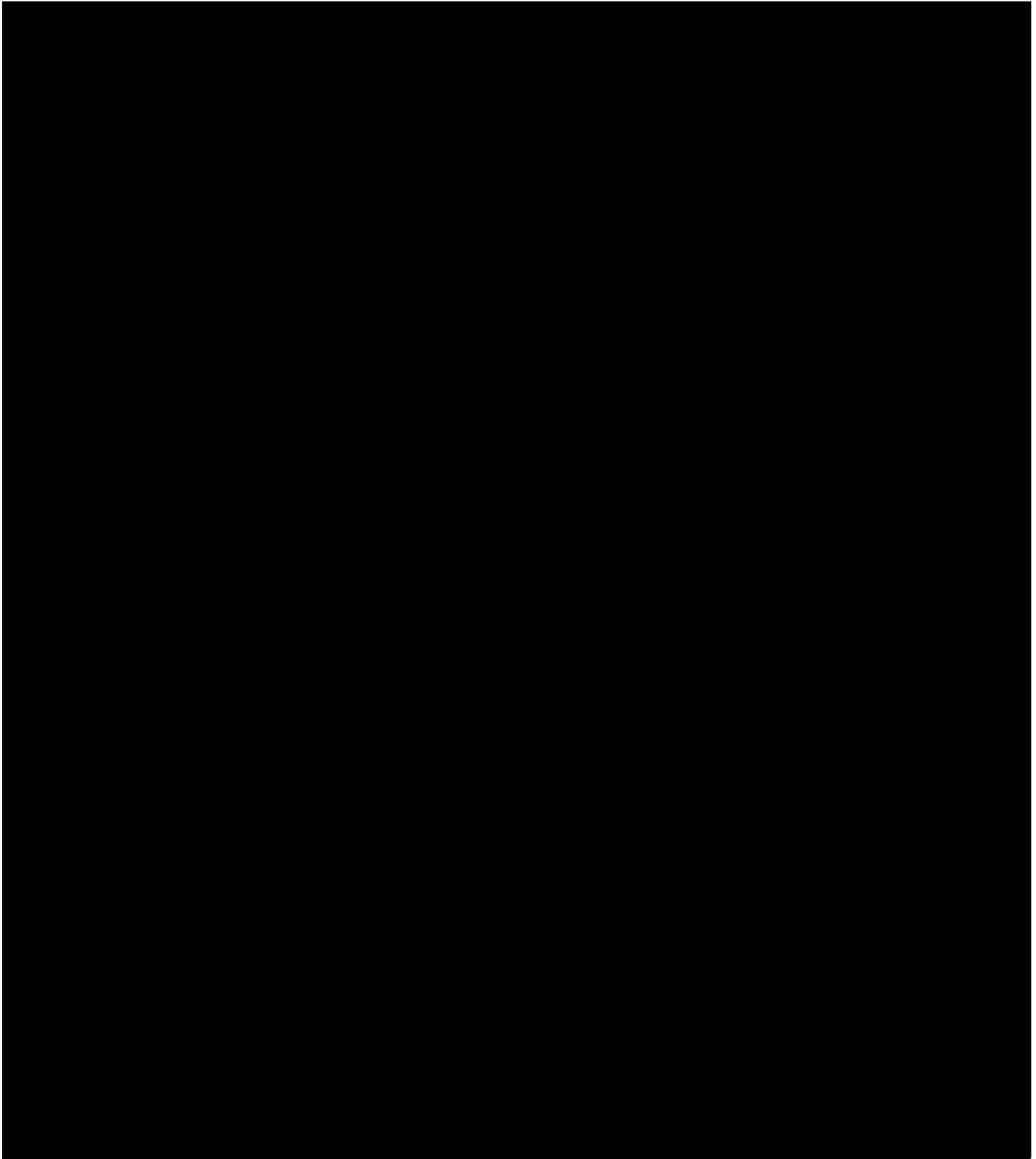


7.16 Describe the RMD's employee security policies, such as an employee ID/badge system and personal safety. Note that a copy of employee security policies will be reviewed as a component of the provisional inspection process.





ORIGINAL



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.

[GMVCC has developed an Incident Management Program to establish policies and procedures for documenting, reporting and managing adverse incidents, consumer complaints, operational concerns and issues that will be reported to law enforcement and/or the Department. Our Program involves all Executive Management, staff and agents. It is designed to not only ensure the highest standards of incident management across departments, but to also ensure that we are on the cutting-edge of operational performance, safety and patient satisfaction.

Policies and Procedures for Adverse Incident Management

All criminal incidents will be managed according to our comprehensive Security Policies and Procedures Manual. Appropriate measures will be taken to ensure that all medical emergencies occurring at our facility, or during the transport of medical marijuana, will be handled in accordance with First-Responder best practices.

Appropriate measures will be taken if a patient reports adverse effects they believe are related to any of our products. These measures include:

- Assisting the patient, their family members, caregiver(s) and/or their healthcare providers with determining what might have happened and how best to address the situation
- Determining, through testing, whether a particular product, batch or lot is defective
- Documenting and reporting the source problem
- Destroying products that are deemed harmful or hazardous

Policies and Procedures for Consumer Complaints

With any consumer complaint, we will first determine the category of the complaint and determine whether the cause of the complaint could lead to additional harm or operational problems. If the cause of the reported complaint is determined to be an on-going problem that could cause harm or adversely affect operations, we will immediately take corrective actions. If the complaint does not pose an immediate health risk, which ever employee or agent receives the complaint should report the incident to their supervisor.

Policies and Procedures for Operational Concerns

It is our mission to develop a company-wide policy of awareness, identification, documentation and reporting for all operational concerns. Management of operational concerns involves integration of proper checks-and-balances and redundancy at all levels of the operation and includes:

- System reviews and data collection
- Regular and comprehensive audits
- Customer surveys to detect trends or issues
- Regular staff and one-on-one meetings

Policies and Procedures for Documentation

All incidents and concerns must be documented and reported to the Chief Compliance Officer. Each incident or concern must be treated appropriate until a resolution has been achieved and documented by the Chief Compliance Officer.

Policies and Procedures for Reporting



GMVCC will, within 10 calendar days, provide written notice to the Department of any incident described below, submitting an incident report in the form and manner determined by the Department. We will maintain all documentation related to an incident that is reportable pursuant to 105 CMR 725.110(F)(1) for no less than one year and make it available to the Department and to law enforcement authorities acting within their lawful jurisdiction upon request.

Our incident reporting policies and procedures require that all of the following incidents be appropriately managed and reported:

- Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the dispensary and its employees
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of medical marijuana by any person
- Unauthorized destruction of medical marijuana
- Any loss or unauthorized alteration of records related to medical marijuana, registered qualifying patients, personal caregivers, or dispensary agents
- An alarm activation or other event that requires response by public safety personnel



- Any other breach of security.

Corrective Actions

All incidents will fully documented and undergo a corrective actions assessment and implementation process under the supervision of the Executive Management Team, Chief Compliance Officer and Board of Directors. We shall seek corrective action feedback from law enforcement, the Department or any governing regulatory body.]

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

Authorized Signature for the Applicant

APPLICATION RESPONSE FORM SUBMISSION PAGE

**CERTIFICATION OF ASSURANCE OF COMPLIANCE:
ADA and NON-DISCRIMINATION BASED ON DISABILITY ORIGINAL**

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I affirm that I will comply with the requirements of this proposal.

Authorized Signatory (as designated in exhibit

Authorized Signature for the Applicant

 ORIGINAL

<p>By:  First Name: [Susan] Last Name: [Sanford] Title: [CEO]</p>	<p>Organization <i>Greenleaf MV</i> (in blue ink): <i>Compassionate Care, Inc.</i></p>
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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

ORIGINAL

- 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.

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

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

Corporation Name: Greenleaf MV Compassionate Care, Inc.

Application # (if more than one): _____

	Name	Role within the Corporation
1	Susan Sanford	CEO/President
2	Seth Bock	COO/ Vice President/Treasurer
3	Michael Magaraci	CFO/Secretary/Clerk
4	Diane Hartmann	CCO
5	Ralph McCluskey	Lender



ORIGINAL

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): [Greenleaf MV Compassionate Care, Inc.]

Website URL (if applicable): [N/A]

Address:

[489 State Road]

[]

City: [West Tisbury] State: [MA] Zip: [02575]

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

First Name: [Susan] Last Name: [Sanford]

FEIN: [463433482]

Contact Person

First Name: [Susan] Last Name: [Sanford]

Title: [CEO]

Telephone: (508) 693-3800 FAX: (508) 693-7473 E-Mail: [Susan@vineyardwellness.com]

Contact Person Address (if different):

[N/A]

[]

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

Authorized Signature

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

Background Check Authorization

The Department will conduct a background check on:

1. Each member of the applicant's **Executive Management Team** (those persons listed in exhibit 2.1);
2. Each member of the **Board of Directors** (those persons listed in exhibit 1.4);
3. Each **Member** of the corporation. In the event a **Member** of the corporation is an organization, the CEO/ED and Board Officers of that entity will be checked (those persons listed in exhibit 1.5);
4. The CEO/ED and Board Officers of any parent corporation, partially or wholly owned subsidiaries, or related organizations (those persons listed in exhibit 1.8);
5. And each person contributing 5% or more of the initial capital to operate the proposed RMD. In the event that a contributor is an entity, the CEO/ED and **Board Officers** of that entity will be checked (those persons listed in exhibit 4.2).

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

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

Application Fee

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

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

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

Required Signatures

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

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

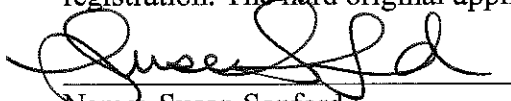


Name: Susan Sanford
Title: CEO

11/20/13
Date

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


Name: Susan Sanford
Title: CEO

11/20/13
Date

APPLICATION RESPONSE FORM

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

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

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

Enter text here: example text limit 1,250 characters

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

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

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

Definitions

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

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

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

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ORGANIZATIONAL CHART
(Exhibit 1.3)

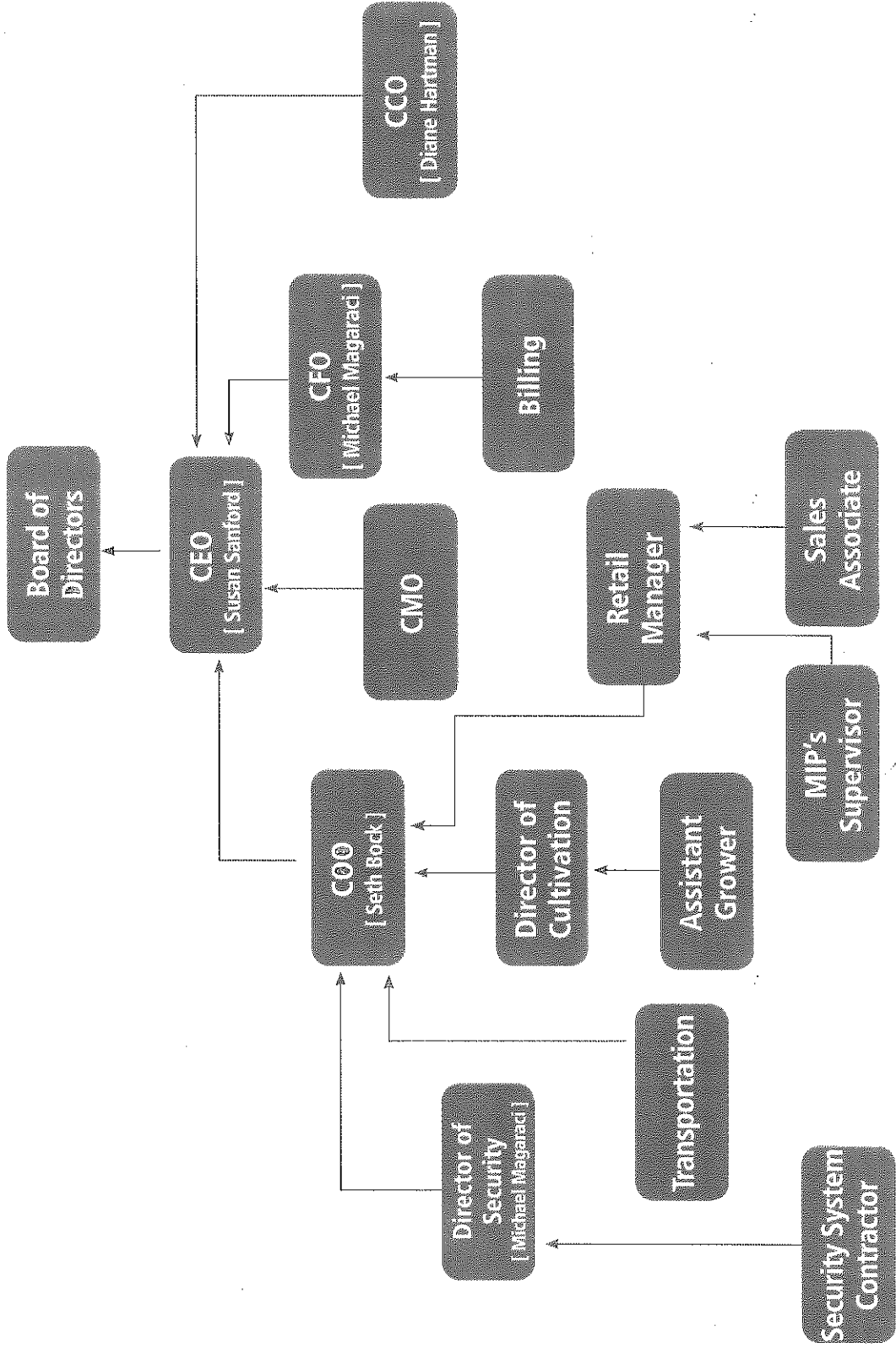
This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: Greenleaf MV Compassionate Care, Inc.

Application # (if more than one): _____

Attach organizational chart.

Greenleaf NV Compassionate Care Inc.



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10	Director	N/A				
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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: Greenleaf MV Compassionate Care, Inc. Application # (if more than one): _____

A. Member as Individuals

	Individual Name	Business Address	Type of Membership Rights	If Member of Other RMD, Which One?
1	N/A			
2				
3				

B. Member as Corporations

	Corporate Name/ Business Address	Leadership	Type of Membership Rights	If Member of Other RMD, Which One?
1	N/A	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		
2		CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		
3		CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		

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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: Greenleaf MV Compassionate Care, Inc.

Application # (if more than one): _____

Attach bylaws.



BYLAWS OF GREENLEAF MV COMPASSIONATE CARE, INC

ARTICLE I - MEMBERSHIP

Membership shall consist only of the members of the board of directors.

ARTICLE II – PURPOSE

Greenleaf MV Compassionate Care, Inc. is organized exclusively for the cultivation and distribution of medical marijuana to registered card holding patients and registered caregivers in accordance with the rules and regulations of 105 CMR 725.000:
IMPLEMENTATION OF AN ACT FOR THE HUMANITARIAN MEDICAL USE OF MARIJUANA

ARTICLE III - MEETINGS

Section 1. Annual Meetings The date of the regular annual meeting shall be set by the Board of Directors who shall also set the time and place.

Section 2. Special Meetings. The Chair or the Executive Committee may call special meetings.

Section 3. Notice of each meeting shall be given to each voting member, by mail, not less than ten days before the meeting.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Board Role, Size, and Compensation: The Board is responsible for overall policy and direction of Greenleaf MV Compassionate Care Center, Inc. The Board shall no more than 15 and not fewer than 3 members. The board receives a minimum \$2000 annual stipend and any increase will be commensurate with other local nonprofit boards within the Commonwealth of MA and any other reasonable expenses.

Section 2. Meetings. The Board shall meet at least annually at an agreed upon time and place.

Section 3. Board Elections. Election of new directors or election of current directors to a second term will occur as the first item of business at the annual meeting of the corporation. Directors will be elected by a majority vote of the current directors.

Section 4: Terms. All Board members shall serve 2-year terms but are eligible for re-election. Exclusion applies to initially appointed managers.

Section 5: Quorum. A quorum must be attended by at least 75% percent of the Board members before business can be transacted or motions made or passed.

Section 6: Notice. An official Board meeting requires that each Board member have written notice at least 14 days in advance.

Section 7: Officers and Duties. There shall be four officers of the Board consisting of a President/Chair, Vice Chair, Secretary and Treasurer. Their duties are as follows:

The Chair shall convene regularly scheduled Board meetings, shall preside or arrange for other members of the executive committee to preside at each meeting in the following order: Vice- Chair, Secretary and Treasurer.

The Vice-Chair will chair committees on special subjects as designated by the board.

The Secretary shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member, and assuring that corporate records are maintained.

The Treasurer shall make a report at each Board meeting. Treasurer shall chair the finance committee, assist in the preparation of the budget, help develop fundraising plans, and make financial information available to Board members and the public.

Section 8: Vacancies. When a vacancy on the Board exists, the Secretary may receive nominations for new members from present Board members two weeks in advance of a Board meeting. These nominations shall be sending out to Board members with the regular Board meeting announcement, to be voted upon at the next Board meeting. These vacancies will be filled only to the end of the particular Board member's term.

Section 9: Resignation, Termination and Absences. Resignation from the Board must be in writing and received by the Secretary. A Board member shall be dropped for excess absences from the Board if s/he has three unexcused absences from Board meetings in a year. A Board member may be removed for other reasons by a three-fourths vote of the remaining directors.

Section 10: Special Meetings. Special meetings of the Board shall be called upon the request of the Chair or one-third of the Board. The Secretary shall send out notices of special meetings to each Board member postmarked two weeks in advance.

ARTICLE V - COMMITTEES

Section 1: The Board may create committees as needed, such as fundraising, research, charitable donations, etc. The Board Chair appoints all committee chairs.

Section 2: The five officers serve as the members of the Executive Committee. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all of the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, subject to the direction and control of the Board of Directors.

OPTIONAL

Section3: Finance Committee. The Treasurer is chair of the Finance Committee, which includes three other Board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, a fundraising plan, and annual budget with staff and other Board members. The Board must approve the budget, and all expenditures must be within the budget. Any major change in the budget must be approved by the Board or the Executive Committee. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the Board showing income, expenditures and pending income. The financial records of the organization are public information and shall be made available to the membership, Board members and the public.

Article VI - AMENDMENTS

Section 1: These Bylaws may be amended when necessary by a affirmative vote of 2/3 majority of the Board of Directors. Proposed amendments must be submitted to the Secretary to be sent out with regular Board announcements.

ARTICLE VII- FINANCIAL ADMINISTRATION

Section1:Fiscalyear. The fiscal year of GMVCC shall be Jan. 1- Dec. 31

Section2:Checks,Drafts,Etc. All checks, order for payment of money, warehouse receipt, obligations, bills, bills of exchange, and insurance certificates shall be signed or endorsed by such officers or agent of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section3:Loans. No loans shall be made by GMVCC, Inc. to any Board member.

Section4: Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested on occasion in such property, real, personal, or otherwise, or stock, bonds, or other securities, as the Board of Directors in its sole discretion may deem desirable.

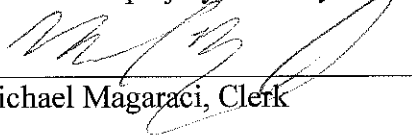
Section5:FinancialReports. The Treasure shall provide financial reports to the board at least quarterly that include, at a minimum, statements of income and expenditures for the year to date and a balance sheet.

ARTICLE VIII- BOOKS AND RECORDS

Section 1: Maintenance and Safekeeping of Records. The Treasurer shall maintain and ensure the safekeeping of accurate records of the activities and transactions of the corporation. The Secretary shall maintain and ensure the safe keeping of other essential records of the corporation, a copy of the Certificate of Incorporation, a copy of these Bylaws, the Permit to Operate a Registered Marijuana Dispensary, and all minutes of meetings of the Board of Directors.

 ORIGINAL

I attest these Bylaws are of Greenleaf MV Compassionate Care, Inc. and were duly adopted by a vote of the Board of Directors on November 1, 2013. Signed under the penalties of perjury, this day 1 November 2013.



Michael Magaraci, Clerk

 ORIGINAL

AMENDED ARTICLES OF ORGANIZATION
(Exhibit 1.7)

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

Corporation Name: Greenleaf MV Compassionate Care, Inc.

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

YES

NO



ORIGINAL



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$15.00

Secretary of the Commonwealth, Corporations Division
. One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Articles of Amendment

(General Laws, Chapter 180, Section 7)

Federal Employer Identification Number: 463433482 (must be 9 digits)

We, SUSAN ANN SANFORD **President** **Vice President**,

and MICHAEL DANIEL MAGARACI **Clerk** **Assistant Clerk**,

of GREENLEAF MV COMPASSIONATE CARE INCORPORATED
located at: 489 STATE ROAD WEST TISBURY, MA 02575 USA

do hereby certify that these Articles of Amendment affecting articles numbered:

Article 1 Article 2 Article 3 Article 4

(Select those articles 1, 2, 3, and/or 4 that are being amended)

of the Articles of Organization were duly adopted at a meeting held on 10/14/2013, by vote of: 0 members, 3 directors, or 0 shareholders, being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

ARTICLE I

The exact name of the corporation, **as amended**, is:
(Do not state Article I if it has not been amended.)

ARTICLE II

The purpose of the corporation, **as amended**, is to engage in the following business activities:
(Do not state Article II if it has not been amended.)

ARTICLE III

A corporation may have one or more classes of members. **As amended**, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

SUSAN ANN SANFORD, PRESIDENT, CEO, DIRECTOR SETH HARRISON BOCK, VICE PRESIDENT, COO, CFO, TREASURER, DIRECTOR MICHAEL DANIEL MAGARACI SECRETARY, DIRECTOR
OR

ARTICLE IV



ORIGINAL

As amended, other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its directors or members, or of any class of members, are as follows:
(If there are no provisions state "NONE")

NONE

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later Effective Date:

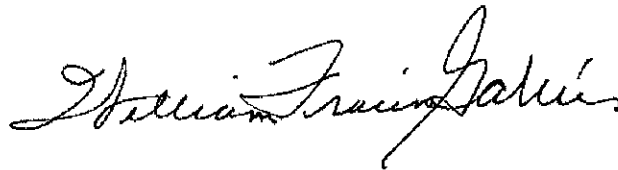
Signed under the penalties of perjury, this 14 Day of October, 2013, SUSAN ANN SANFORD, its ,
President / Vice President,
MICHAEL DANIEL MAGARACI, Clerk / Assistant Clerk.

 ORIGINAL

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

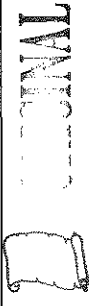
October 14, 2013 09:42 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)



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

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

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

**REFERENCES
(Exhibit 1.9)**

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



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

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Dr. Michael Jacobs	508 693-4400 saildoc@vineyard.net	Professional colleague	June 1997-present
2	Dr. Bryan Graham	508 274-7883 sportschiro12@yahoo.com	Co-worker/ professional colleague	May 2006-present
3	Carol Forgione	508 693-4400 cforgione2@verizon.net	Professional colleague	September 2005-present

EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: Greenleaf MV Compassionate Care, Inc Application # (if more than one): _____

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1	Chief Executive Officer/Executive Director	Susan Sanford		susan@vineyardwellness.com	489 State Rd, West Tisbury, MA 02575
2	Chief Financial Officer/Director of Finance	Michael Magaraci		Mikemags22@hotmail.com	489 State Rd, West Tisbury, MA 02575
3	Chief Operations Officer/Director of Operations	Seth Bock		drsbock@gmail.com	27 Holton Ave, Newport, RI 02840
4	Chief Compliance Officer	Diane Hartmann		missemmasails@yahoo.com	249 Great Plains Rd, West Tisbury, MA 02575
5					
6					

RESUMES FOR EXECUTIVE MANAGEMENT TEAM (Exhibit 2.2)
--

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

Corporation Name: Greenleaf MV Compassionate Care, Inc.

Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Chief Executive Officer/ Executive Director	Susan Sanford
2	Chief Financial Officer/Director of Finance	Michael Magaraci
3	Chief Operations Officer/Director of Operations/Other	Seth Bock
4	Chief Compliance Officer	Diane Hartmann
5	Other(specify)	
6	Other(specify)	



Susan Ann Sanford

Susan @vineyardwellness.com

Professional Summary

20+ years experience in orthopedic rehabilitation and holistic pain management. Strong management and leadership skills leading hospital and outpatient professional staff with consistent growth and financial success. Developed positive relationships with local physicians and the healthcare community for a strong patient referral base.

Education

1989-1993 University of Connecticut School of Allied Health Professions
Bachelor of Science Physical Therapy

1999-2002 New England School of Acupuncture
Masters of Science in Acupuncture and Chinese Medicine

Experience

October 1993 – April 1995

Norwalk Hospital Staff Physical Therapist

Completed multiple rotations in acute care, med-surg, ICU, neurologic and inpatient rehab providing care to post op orthopedic joint replacements, multiple trauma, spinal cord injury, post stroke and head injury patients.

April 1995-June 1997

Traveling Contract Physical Therapist

Worked 2-3 month assignments in various settings including nursing homes, long term acute care and hospital based outpatient clinic.

- East Texas Medical Center, Tyler, TX - Performed functional mobility training with long term acute care inpatients, requiring ventilation, and cancer patients for long term chemotherapy.
- Nursing home and skilled nursing facility assignments: Provided physical rehab services at Franciscan Convalescent Center Merced, CA, Filosa Nursing Home and Rehab, Danbury, Connecticut, Hancock Hall, Danbury, CT, Chestelm Nursing Home, East Haddam, CT
- Sterling Medical Center, Sterling, CO. Hospital based outpatient physical therapy department working with patients diagnosed with traumatic brain injury, stroke, adult and pediatric orthopedic rehab, trained in McKenzie spine rehab program, assisted with workmen's compensation functional capacity training programs.

June 1997-May 1999

Martha's Vineyard Hospital Physical Therapy and Outpatient Rehab Department

Staff Physical Therapist in outpatient physical therapy and acute care department working with outpatient orthopedic, post surgical patients, acute care inpatients and skilled nursing rehab patients.

September 1998-September 2005

Vineyard Nursing Association Contract Home Care Physical Therapist

- Provided physical therapy services to homebound patients providing training in home safety, functional mobility training, caregiver/ family instruction on safe transfers and mobility techniques, and assisting patients with home exercise programs.
- Provided VNA staff annual training on safety with patient transfers, proper lifting and body mechanics to avoid work related injuries.

September 1998-May 1999

Vineyard Nursing Association Physical Therapy Compliance Consultant

- Assisted the VNA of Martha's Vineyard Executive Management Team prepare for a Medicare Accreditation inspection.
- Ensured all rehab related operational policy and procedures were in place
- Provided staff education regarding compliance with standards of care for physical therapy rehab protocols.

May 1999-March 2003

***Martha's Vineyard Hospital Physical Therapy and Outpatient Rehab Department
Outpatient Rehab Manager***

Supervised multidisciplinary staff of physical therapists, physical therapist assistants, occupational therapists and speech therapist totaling 10 staff.

- Participated in two successful Joint Commission on Hospital Accreditation inspections
- Ensured compliance with HIPPA, OSHA, general department operating procedures
- Acted as a liaison with medical staff, billing and operations management
- Created and ensured adherence to annual budget
- Initiated hospital employee wellness programs including fitness training and yoga classes

March 2003-May 2004

Contract Physical Therapist Windemere Nursing Home

- Provided skilled nursing and rehab physical therapy services to short term patients and residents
- Ensured compliance with Medicare and Medicaid RUGs (Resource Utilization Groups) and PPS (Prospective Payment Systems)

March 2003-present

CEO/President Vineyard Complementary Medicine

- As a Licensed Physical Therapist and Licensed Acupuncturist started an independently owned physical therapy and acupuncture clinic.
- Expanded practice into a comprehensive multidisciplinary holistic healthcare practice offering physical therapy, chiropractic, acupuncture, therapeutic massage and Cranio-sacral therapy.
- Supervises a staff of 14 including professional staff, employees, and subcontractors.
- Provides clinical treatments to patients and supervises licensed therapists and support staff
- Ensures compliance with state facility and professional licensure policies
- Set up off site aquatic physical therapy program
- Privacy Officer to ensure and respond to issues related to HIPPA compliance.
- Oversees Medicare compliance and functional reporting measures.
- Supervises all insurance credentialing, and adherence to proper documentation by staff.
- Performs audits to ensure accurate and proper documentation, proper billing and coding procedures.
- Oversees and provides consultation to professional staff on proper billing, coding, documentation, HIPPA training, clinical in-service training
- Leads weekly staff meetings
- Organizes annual staff retreat for long term strategic planning and goal setting

Committees/ Community Involvement

Martha's Vineyard Women's Softball League

Member/ Team Player May 2006-present

Team Captain May 2012-present

Business Sponsor August 2013-present

The Dukes County Health Council

Nominated Member September 2011-present

A committee formed by the Dukes County Commissioners of appointed members representing consumers, public officials, health care practitioners, and agencies of Martha's Vineyard with a goal to create a healthy community with seamless, complementary, coordinated and accessible health and wellness services for the residents of Martha's Vineyard.

Dukes County Health Council Subcommittees: 2012-present

Healthy Aging Committee

Mass in Motion

The Edgartown School Parent Teacher Association

Member September 2012-present

Box Top Fundraiser Coordinator September 2013-present

PTA Treasurer June 2013-present

Susan Sanford, CEO Greenleaf MV Compassionate Care, Inc.

 ORIGINAL

The Vineyard Healthcare Access Program

Advisory Board Member 2013 -present

The mission of the Vineyard Health Care Access Program is to assist residents of Martha's Vineyard to obtain affordable, high-quality health care.

Other Professional Affiliations:

Certified in CPR –1993-present

American Physical Therapy Association (APTA) - Member since 1992

Martha's Vineyard Whole Health Alliance Member since 1999

Diplomat in Acupuncture and Oriental Medicine since 2002

APTA Private Practice Section- Member since 2005

Martha's Vineyard Women's Business Network Member 2009-present

Sports Medicine Acupuncture Certification 250 training hours 2010

Instructor National Sports Medicine Chiropractic Symposium: Coding and Billing 2011

International Lyme Disease Annual Conference 2012

Orthopedic Certified Specialist Certification Study program December 2011-March 2012

Michael Magaraci, Greenleaf MV Compassionate Care, Inc. CFO

[REDACTED] mikemags22@hotmail.com

Professional Summary

I am driven to cut company costs and boost company revenue through innovative management techniques. I believe myself to be organized and diligent, with excellent written, oral and interpersonal communication skills. I am an accomplished Manager with extensive experience in front-of-house and back-of-house operations.

Licenses

Massachusetts State Teachers License

Skill Highlights

- Operations management
- Inventory control
- Policy/program development
- Salary structure/compensation analysis
- Sound judgment
- Computer-savvy
- Complex problem solving
- Budget Analysis
- Expense control

Professional Experience

CFO/Office Manager

March 2003 to September 2010

Vineyard Complementary Medicine Inc — West Tisbury, MA

Managed team of 8-13 health-care professionals on a day to day basis. During the start up year I Built financial model for new business unit. As general manager I executed integrated advertising campaign across multiple media channels as well as streamlined the operations management portion of the business.

Physical Education/Health Teacher

September 2010 to Current

Town of Oak Bluffs — Oak Bluffs, MA

As a Middle School health teacher I have instructed through lectures, discussions and demonstrations in class with respect to drug and alcohol awareness. I work closely with the local Dukes County Sheriff Department's D.A.R.E. Officer. I have attended a variety of professional development workshops centered on learning goals, classroom management, student motivation and engaging learning activities. I also work with ConnectMV, a local organization that informs 7th and 8th graders about domestic violence. I have facilitated activities that developed students' physical, emotional and social growth. I believe my role as a teacher and coach, allows me monitor the young adult community on Martha's Vineyard.

Coach

September 2009 to Current

Martha's Vineyard Regional High School — Oak Bluffs, MA

Junior Varsity football Coach (2009-2011) Assistant Coach

As an assistant coach I created and ran up-to-date and relevant drills, reviewed game film and statistical reports for game operations, helped develop each participants physical and psychological fitness and fostered a culture of good sportsmanship, cooperation and responsibility and motivated and encouraged student athletes to do their best during practices and games. I have been head Coach for two years now and my added responsibilities include the aforementioned as well as the following: compiled and submitted team records, awards and paperwork for lost or missing uniforms and equipment, maintained accurate statistics, records and results of each season, communicated effectively with parents and Boosters, including organizing and leading meetings, Helped develop each participants physical and psychological fitness, Monitored the academic performance of student-athletes in addition to their athletic progress and spearheaded all team fund-raising projects to raise money for new uniforms and equipment.

Michael Magaraci, Greenleaf MV Compassionate Care, Inc. CFO



ORIGINAL

Additional coaching experience:

Assistant Softball Coach MVRHS 2008-present
Junior High Football Assistant Coach Martha's Vineyard 2002-2005
Freshman Girls Basketball Coach MVRHS 2002
Freshman Boys Lacrosse Coach MVRHS 2002
Junior Varsity Softball Coach Wolcott High School CT 1998
Freshman Field Hockey Coach Cheshire High School CT 1997

Education and Training

Bachelor of Science : Exercise Science, 1997
Southern Connecticut State University — New Haven, Connecticut
MBA : Business Administration, 2014
Suffolk University — Boston, Massachusetts
Minor in Finance

Community Service

Junior High School Volunteer Football Coach 2001-2005
American Cancer Society Relay for Life Volunteer 2008-2012
Martha's Vineyard Youth Lacrosse Instructional Program- Spearheaded initiation of the program and coached 6-8 year olds. Program started Spring 2013
Oak Bluffs Summer Sports Camp Summer 2011



Seth Harrison Bock, D.A.

COO Greenleaf MV Compassionate Care, Inc.

27 Holten Avenue
Newport, R.I. 02840

drbock@newportacupuncture.com

PROFESSIONAL EXPERIENCE

CEO/Founder
Greenleaf Compassionate Care Center, Inc.
2010 – Present
Portsmouth, RI

Doctor of Acupuncture
Owner
Newport Acupuncture and Wellness Spa, Inc.
2002- Present
Middletown, RI

Staff Acupuncturist
All That Matters, Inc.
2008-2009
Wakefield, R.I.

Credentialed Acupuncturist
Grand Islander
2007-Present
Middletown, R.I.

Staff Acupuncturist
Newport Athletic Club
2005-2006
Middletown, R.I.

Manager of Regulatory Affairs
Interventional Cardiology
Brigham and Women's Hospital
2001-2002
Boston, M.A.



Seth Harrison Bock, D.A.

COO Greenleaf MV Compassionate Care, Inc.

Protocol Manager

Brigham and Women's Hospital
1999-2001
Boston, M.A.

Protocol Tracking Officer

Dana Farber Cancer Institute, Boston
1996-1999

EDUCATION

New England School of Acupuncture

Master of Acupuncture and Oriental Medicine

UNIVERSITY OF MASSACHUSETTS

B.S. Biology
B.A. Geology

LICENSURE

Doctor of Acupuncture
Rhode Island

PRESENTATIONS

Bock, Seth (October 2013) Medical Marijuana, Conference presentation, Hospice and Palliative Care Federation of Massachusetts

Bock, Seth (2013) Medical Marijuana in Rhode Island, Visiting Nurses Association of Newport County

Bock, Seth (2012) Medical Marijuana and Drug Policy, Panel Discussion with the Director of the Rhode Island Department of Health, Hosted by Students for Sensible Drug Policy, Brown University, Providence, RI

Bock, Seth (2012) Medical Marijuana in Rhode Island, Yearly physician lecture series, Newport Hospital

Bock, Seth (2011) Medical Marijuana for the Pharmacist, University of Rhode Island School of Pharmacy



Seth Harrison Bock, D.A.

COO Greenleaf MV Compassionate Care, Inc.

Bock, Seth (2011) Medical Marijuana in Rhode Island, Holistic Health Series, Miriam Hospital, Pawtucket, RI

Bock, Seth (2006-2009) Chinese Medicine and Philosophy 101, Salve Regina University, Holistic Health Counseling

Bock, Seth (2007) Applying the principles of Chinese Medicine to Massage Therapy, Community College of Rhode Island, Massage Therapy Program

Bock, Seth (2006) Theories of Chinese Medicine and Tai Chi, Edward King House, Newport, RI

BOARDS AND VOLUNTEERING

Advisory Board Member

Community College of Rhode Island, Therapeutic Massage Program

2008-Present

Newport, R.I.

Historic District Commissioner

Newport, R.I.

2005-2007

Institutional Review Board Member

New England School of Acupuncture

2002-2004

Newton, M.A.

Complementary Therapies Task Force Member

Dana-Farber Cancer Institute

1997-1998

Boston, M.A.

President

Students for Environmental Action

Northeastern University

1992-1993

Boston, M.A.

AWARDS



ORIGINAL

Seth Harrison Bock, D.A.

COO Greenleaf MV Compassionate Care, Inc.

Best Alternative Healer

2010, Newport Life Magazine

Best Spa

2010, Newport Mercury, Love Awards

Diane Hartmann, Chief Compliance Officer, Greenleaf MV Compassionate Care, Inc.

Diane Hartmann, R.Ph.
POB 18, 249 Great Plains Rd. West Tisbury, MA
[REDACTED]

 ORIGINAL

Education:

Rutgers College of Pharmacy Rutgers University
BS in Pharmacy, 1976

Professional Experience:

Owner Amelia Bloomers Retail Store

Owned and operated a local year round retail store. Managed inventory, supervised retail staff and the day to day customer service and general operations of a retail store on Martha's Vineyard.

Interim Director of Pharmacy, Martha's Vineyard Hospital

July 1993 to November 1993

Duties included:

- Acted as interim director of pharmacy in emergency situation for department in crisis.
- Oversaw general duties related to daily operation of a hospital-based pharmacy
- Supervised professional and support staff, acted as a liaison with medical staff to ensure safety, and compliance with best patient centered practices.

Retail and Relief Pharmacist 1993-2001

Retail pharmacist in various locations on Martha's Vineyard.

Duties included Traveling Per Diem Pharmacist

- Conroy Apothecary, West Tisbury, MA
- The Medicine Shoppe, Vineyard Haven, MA
- Triangle Pharmacy, Edgartown, MA
- The Stop & Shop Pharmacy, Edgartown, MA
- Leslies Drugstore, Vineyard Haven, MA

Sabbatical September 2001-September 2002

Used sabbatical to travel and do long distance ocean sailing, in order to maintain and upgrade my USCG Captains License. Diane has been sailing for more than thirty years on a variety of boats, logging more than 5000 ocean miles in one year.

Owner Sail On Wing Sailing Charters 2013-present

Sail On Wing is a private charter sailing company on Martha's Vineyard. After obtaining a USCG Captain's License (U.S Coastguard 100 Ton Master) Diane uses her sailing skills to help others enjoy the beautiful waters around Martha's Vineyard.

Staff Pharmacist, Martha's Vineyard Hospital

October 2002 to May 2013

Functioned a sole full-time pharmacist under The Director of Pharmacy.

Responsible for all aspects of hospital pharmacy operation including:

Diane Hartmann, Chief Compliance Officer, Greenleaf MV Compassionate Care, Inc.

- Interpretation and entering of physician orders to patient's profile
- Review of patients' medication and evaluation of dosing, drug interactions, contraindications and renal function
- Participated in frequent consultation and interaction with other healthcare professionals regarding safety, patient care and compliance matters
- Preparation of sterile compounded products
- Preparation of chemotherapeutic agents
- Dispensing and inventory of Controlled Substances
- Supervision of pharmacy technicians




ORIGINAL

Licenses held:

USCG Captains License

MA Pharmacist Lic.16563

 ORIGINAL

EVIDENCE OF CAPITAL
(Exhibit 4.1)

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

Corporation Name: Greenleaf MV Compassionate Care, Inc

Application # (if more than one): _____

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

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: N/A

D ORIGINAL

Name of the Corporation:

Name of CEO/Executive Director of the Corporation:

Name of Account Holder:

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

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

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

Print Name _____

Date: _____

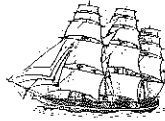
Notary Public

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

If applicable, add:

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

Signature of Notary Public



Martha's Vineyard
SAVINGS BANK



ORIGINAL

Checking

Account Number



Statement Date

11/20/2013

Page 1

Date	Transaction Description	Amount	Ending Balance
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			500,000.00
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GREENLEAF MV COMPASSIONATE CARE INC
SUSAN A SANFORD
489 STATE RD
PO BOX 951
WEST TISBURY MA 02575

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

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



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

Individual Name	Business Address	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1 Susan Sanford	489 State Rd, West Tisbury, MA 02575	\$100,000 20%	Cash	CEO	N/A
2 Ralph McCluskey	21 Sherman St. Newport, RI 02840	\$ 400,000 % 80	Cash	Lender	N/A
3 N/A		\$ %			

Entity Name/ Business Address	Leadership Names	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1 N/A	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			
2 N/A	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			

**CAPITAL EXPENSES
(Exhibit 4.3)**

 ORIGINAL

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

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

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$3000	DPH required and permit floor plan
2	Environmental survey	\$500	
3	Permits and Fees	\$90000	DPH application fee/ annual fee and other fees
4	Security assessment	\$0	Competitive bids are free from security companies
5	Land/building cost	\$0	Building already owned by applicant
6	Site clean-up and preparation	\$2000	
7	Other- describe	\$0	
8	Entrance beautification	\$5000	Enhancements to current entrance ramp
	Total	\$100,500	
	Build-out Costs		
1	Construction expenses	\$75000	
2	Painting and finishes	\$1000	
3	Security system	\$20000	
4	Landscape work	\$0	
5	Parking facility	\$0	
6	Other- describe	\$	
7	Septic upgrade	\$6000	Upgrades to existing cost share
	Total	\$102,000	
	Equipment Costs		
1	Vehicles and transportation	\$1000	Maintenance on already owned commercial vehicle by applicant
2	Cultivation equipment	\$30000	Cultivation room assembly
3	Furniture and storage needs	\$3000	Office retail security
4	Computer equipment	\$3000	Office retail security room
5	HVAC	\$25000	Cultivation, retail and processing space
6	Kitchen/food prep equipment	\$10000	Commercial kitchen assemble
7	Electrical upgrade	\$10000	Increase amperage
8	Point of sale system	\$3000	Retail area 2 stations
	Total	\$85,000	
	Total Capital Expenses	\$287,500	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

 ORIGINAL

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

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

Budget Period: February 1, 2014 to January 31, 2015

Projected Number of Patients: 375 and Number of Visits: 9000

		Year ONE Budget	Budget Notes ¹
REVENUE			
1	Medical Marijuana sales	\$ 1,650,000	Packaged, edibles and hash/oils
2	Other supplies sold	\$22,040	Vaporizers, accessories
3	Other revenue sources	\$0	
A	TOTAL REVENUE:	\$1,087,040	
PAYROLL EXPENSES			
	Personnel Category	# FTE	
1	General and Administrative CEO 1.0 FTE COO .75 FTE CFO .5 FTE CCO .25 FTE Retail Mgr 1.0 FTE Retail Assoc. 1.0 FTE Security .5 FTE Transportation 1.0 FTE	6	\$316,800
2	Production and Caregivers	2.75	\$96,300
3			
4	Xxx		
B	TOTAL SALARIES	8.75	\$413,100
C	Fringe Rate and Total	% 30	\$123,930
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$537,030
OTHER EXPENSES			
1	Consultants	\$0	All staff are employees at this time
2	Equipment	\$95,000	Includes cultivation room build out, other enhancements and back up power system
3	Supplies	\$39,000	Cultivation supplies, including nutrients
4	Office Expenses	\$9,000	Retail and office supplies
5	Utilities	\$36,000	General utilities including cultivation room electrical
6	Insurance	\$12,000	Building, contents, professional liability, crop insurance
7	Interest	\$5,000	Loans and charges
8	Depreciation/Amortization	\$N/A	
9	Leasehold Expenses	\$N/A	
10	Bad Debt	\$N/A	

ORIGINAL

11	Misc. Cultivation and direct costs	\$15,000	Cleaning supplies, lab testing, packaging repairs, waste and refuse disposal, delivery costs
12	Rent	\$36,000	
13	Other general administrative costs	\$25,000	Advertising, legal fees, accounting fees, auto expenses, software lease, phone, travel
14		\$	
E	TOTAL OTHER EXPENSES	\$272,000	
	TOTAL EXPENSES: (D+E)	\$809,030	
	DIFFERENCE	-\$319,030	

Enter short explanation of expenses

 ORIGINAL

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

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

Fiscal Year Time Period: 12 months Projected Start Date for the First Full Fiscal Year: February 1, 2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2014 ⁱ	SECOND FULL FISCAL YEAR PROJECTIONS 2015	THIRD FULL FISCAL YEAR PROJECTIONS 2016
Projected Revenue	\$ 1,087,040	\$ 1,950,480	\$ 2,555,920
Projected Expenses	\$ 809,030	\$ 1,528,341	\$ 2,108,869
TOTAL:	\$ 278,010	\$ 422,139	\$ 447,051
Number of Patients	375 ⁱⁱ	555	675
Number of Patient Visits	9,000	13,320	16,200
Projected % of growth rate annually	375%	48%	22%
Total FTE in staffing	8.75 FTE	14.25 FTE	20.75FTE
Projected Medical Marijuana Inventory	235 Lbs.	346 Lbs.	421 Lbs.

ⁱ Enter appropriate fiscal year

ⁱⁱ Enter projected information

**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: Greenleaf MV Compassionate Care, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
489 State Road, West Tisbury, MA	Dukes	Lease



**COMPLEMENTARY REALTY, LLC
COMMERCIAL LEASE**

This instrument is an indenture of lease by and between COMPLEMENTARY REALTY, LLC. (Landlord") and GREENLEAF MV COMPASSIONATE CARE, INC. ("Tenant").

The parties to this instrument hereby agree with each other as follows:

ARTICLE I

1.1 INTRODUCTION

As further supplemented in the balance of this instrument the following sets forth the basic terms of this Lease, and, where appropriate, constitutes definitions of certain terms used in this Lease.

1.2 PARTIES

COMPLEMENTARY REALTY, LLC, a duly organized Massachusetts Limited Liability Company (LLC) with a principle place of business at 3 Sand Castle Lane, Aquinnah, Massachusetts, 02535, with a mailing address of P.O. Box 951 West Tisbury, Massachusetts, 02575, LANDLORD, which expression shall include its successors, and assigns where the context so admits, does hereby lease to

GREENLEAF MV COMPASSIONATE CARE, INC. , a not for profit Massachusetts corporation with a principle place of business at 489 State Road, West Tisbury, MA. with a mailing address of P.O. Box 951 West Tisbury, Massachusetts, 02575, TENANT which expression shall include its successors, and assigns where the context so admits, does hereby lease the following described premises.

1.3 DESCRIPTION OF PREMISES

The Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises and the Building (the "Premises") described as 489 State Road, West Tisbury, Massachusetts.

ARTICLE II

2.1 RENT

The TENANT shall pay rent for the first twelve (12) months of the term, February 1, 2014 through and including December 31, 2024, to the LANDLORD at the rate of THREE THOUSAND DOLLARS per month. The foregoing rent shall be due in monthly installments, without notice, set-off or offset.

2.2 APPURTENANT RIGHTS AND RESERVATIONS

Tenant shall have, as appurtenant to the Premises, rights to use in common with others entitled thereto the common facilities included in the Building or the land on which the Building is located (the "Lot"), including common walkways, driveways, lobbies, hallways, ramps, and stairways. Such rights shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable notice, and to the right of Landlord to designate and to change from time to time the areas and facilities so to be used, provided that such changes do not unreasonably interfere with the use of the Premises for the Permitted Use.

2.3 REPAIRS AND MAINTENANCE

The Landlord reserves the right to install, use, maintain, repair and replace in the Premises (but in such

manner as not unreasonably to interfere with Tenant's use of the Premises) utility lines, shafts, pipes, and the like, in, over and upon the Premises, provided that the same are located above the dropped ceiling (or, if there is no dropped ceiling, then within three (3) feet of the roof deck), below the floor surfaces or tight against demising walls or columns. Landlord agrees to repair any damage to the Premises caused by the installation of any such items. Such utility lines, shafts, pipes and the like shall not be deemed part of the Premises under this Lease. The Landlord also reserves the right to alter or relocate any common facility, provided that substitutions are at least equivalent in quality and functional utility to the common facilities as of the date of this Lease, and to change the lines of the Lot.

ARTICLE III

3.1 TERM OF LEASE

The term of this Lease shall be for TEN (10) years, the "Lease Term". The lease term shall commence on February 1, 2014 the "Term Commencement Date" and shall end on December 31, 2024. "Term Completion Date"

3.2 CONDITION OF PREMISES

Tenant acknowledges that it has inspected the Premises and agrees to accept same in its "as is" condition, and further Tenant agrees that Landlord has no obligation to perform any work whatsoever in order to prepare the Premises for Tenant's occupancy hereunder.

3.3 EXTENSION OPTION

Tenant may elect to extend the term of this Lease for one TEN (10) year period (the "Extension Term"), by giving Landlord notice of such election not earlier than TWENTY-FOUR (24) months nor later than TWELVE (12) months before the expiration of the Lease Term, provided Tenant is not in default on the date such notice is given or on the commencement date of the Extension Term. Such extension shall be upon the same terms, covenants, and conditions contained in this Lease except that Tenant shall have no further right to extend the Lease Term and except that the Rent for the Extension Term shall be at a rate equal to the greater of no more than 10% increase per year.

ARTICLE IV

4.1 RENT PAYMENTS

The Rent (at the rates specified in Section 2.1 hereof) and the additional rent or other charges payable pursuant to this Lease (collectively the "Rent") shall be payable by Tenant to Landlord at the Landlord's Address or such other place as Landlord may from time to time designate by notice to Tenant without any demand whatsoever except as otherwise specifically provided in this Lease and without any counterclaim, offset or deduction whatsoever. Rent shall be made payable to the order of COMPLEMENTARY REALTY, LLC. or to the prescribed designee/ees of COMPLEMENTARY REALTY, LLC.

Any other charges payable by Tenant on a monthly basis, as hereinafter provided, shall be payable in advance on the first day of each and every calendar month during the term of this Lease.

4.2 TAXES

Tenant shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other personal property placed in and upon the Premises by Tenant.

ARTICLE V

5.1 PERMITTED USE

Tenant agrees that the Premises shall be used and occupied by Tenant for the purposes specified herein, and for no other purpose or purposes. Tenant shall conduct operations of a Registered Marijuana Dispensary and the associated functions as outlined in the state regulations and licensure terms

The Tenant shall comply and shall cause its employees, agents, and invitees to comply with such reasonable rules and regulations as Landlord shall from time to time establish for the proper regulation of the Building and the Lot, provided that Landlord gives Tenant reasonable advance notice thereof and that such additional rules and regulations shall be of general application to all the tenants in the Building, except where different circumstances justify different treatment.

5.2 COMPLIANCE WITH LAWS

Tenant agrees that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper or contrary to any law, ordinance, by-law, code, rule, regulation or order applicable in the municipality in which the Premises are located or which will disturb the quiet enjoyment of the other tenants of the Building. Tenant shall obtain any and all approvals, permits, licenses, variances and the like from state governmental or quasi-governmental authorities, including without limitation any Architectural Access Board and Board of Fire Underwriters (collectively, "Approvals") which are required for Tenant's use of the Premises, including, without limitation, any which may be required for any construction work and installations, alterations or additions made by Tenant to, in, on or about the Premises; provided, however, that Tenant shall not seek or apply for any Approvals without first having given Landlord a reasonable opportunity to review any applications for Approvals and all materials and plans to be submitted in connection therewith and obtaining Landlord's written consent, which consent shall not be unreasonably withheld. In any event, Tenant shall be responsible for all costs, expenses, and fees in connection with obtaining all Approvals. Without limiting the general application of the foregoing, Tenant shall be responsible for compliance of the Premises, including, without limitation, any alterations it may make to the Premises with the requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same may be amended from time to time (collectively, the "ADA"). The Landlord shall be responsible for the compliance with the requirements of the ADA of (x) the common areas of the Building and Lot and (y) the access to the Premises from the common areas. Tenant's inability to obtain or delay in obtaining any such Approval shall in no event reduce, delay, or terminate Tenant's rental, payment, and performance obligations hereunder. Tenant shall, at its own cost and expense, (i) make all installations, repairs, alterations, additions, or improvements to the Premises required by any law, ordinance, by-law, code, rule, regulation or order of any governmental or quasi-governmental authority; (ii) keep the Premises equipped with all required safety equipment and appliances; and (iii) comply with all laws, ordinances, codes, rules, regulations and orders and the requirements of Landlord's and Tenant's insurers applicable to the Premises, Building and Lot. Tenant shall not place a load upon any floor in the Premises exceeding the lesser of (a) the floor load per square foot of area which such floor was designed to carry as certified by Landlord's architect and (b) the floor load per square foot of area which is allowed by law. Landlord reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight.

5.3 INSURANCE RISKS

Tenant shall not permit any use of the Premises which will make voidable or, unless Tenant pays the extra insurance premium attributable thereto as provided below, increase the premiums for any insurance on the Building or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association (or any successor organization) or which shall require any alteration or addition to the Building. Tenant shall, within thirty (30) days after written demand therefor, reimburse Landlord and all other tenants for the costs of all extra insurance premiums caused by Tenant's use of the Premises. Any such amounts shall be deemed to be additional rent hereunder.

5.4 ELECTRICAL EQUIPMENT

The Tenant shall not, without Landlord's written consent in each instance, connect to the electrical

distribution system any fixtures, appliances, or equipment which will operate individually or collectively at a wattage in excess of the capacity of the electrical system serving the Premises as the same may be reasonably determined by Landlord and Landlord may audit Tenant's use of electric power to determine Tenant's compliance herewith.

5.5 TENANT'S OPERATIONAL COVENANTS

(a) Affirmative Covenants

In regard to the use and occupancy of the Premises, Tenant will at its expense: (1) keep the inside and outside of all glass in the doors and windows of the Premises reasonably clean; (2) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (3) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed; (4) keep all mechanical apparatus free of vibration and loud noise which may be transmitted beyond the Premises; and (5) comply with and observe all rules and regulations reasonably established by Landlord from time to time.

(b) Negative Covenants

In regard to the use and occupancy of the Premises and common areas, Tenant will not: (7) place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any corridor, stairway, sidewalk or common area; (8) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (9) cause or permit objectionable odors to emanate or to be dispelled from the Premises; or (10) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building, or use or permit the use of any portion of the Premises for any unlawful purpose.

ARTICLE VI

6.1 INSTALLATIONS, ALTERATIONS, AND ADDITIONS

Tenant may make structural installations, alterations, or additions to the Premises, and may make nonstructural installations, alterations or additions provided that Landlord consents thereto in advance and in writing, which consent shall not be unreasonably withheld, delayed or conditioned as to work in the existing industrial space that will not affect the utility or building service systems or equipment. In any event, Tenant shall not demolish the existing office space in the Premises, without the prior written approval of Landlord, which approval may be withheld in Landlord's sole and absolute discretion. In no event shall Landlord's approval of any proposed installations, alterations, or additions to the Premises, whether in connection with Tenant's initial leasehold improvements or otherwise, constitute a representation by Landlord that such work complies with the requirements of any applicable law or regulation, including without limitation the requirements of the ADA. Any installations, alterations, or additions made by Tenant shall be at Tenant's sole cost and expense and shall be done in a good and workmanlike manner using materials of a quality at least equivalent to that of the existing improvements and in compliance with the requirements of Section 5.2; and prior to Tenant's use of the Premises, after the performance of any such work, Tenant shall procure certificates of occupancy and any other required certificates. Tenant shall not suffer or permit any mechanics' or similar liens to be placed upon the Premises for labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record forthwith without cost to Landlord.

6.2 REPAIRS AND MAINTENANCE TENANT OBLIGATIONS

From and after the date that possession of the Premises is delivered to Tenant and until the end of the Lease

Term, Tenant shall keep the Premises and every part thereof in good order, condition, and repair, reasonable wear and tear and damage by casualty, as a result of condemnation, or as a result of the failure of Landlord to provide services required to be provided hereunder only excepted; and shall return the Premises to Landlord at the expiration or earlier termination of the Lease Term in such condition.

6.3 REPAIRS AND MAINTENANCE LANDLORD OBLIGATIONS

Except as may be provided in herein, Landlord agrees to keep in good order, condition, and repair the structural components and the roof of the Building, the common utility and Building systems, the common hallways, entrances, restrooms and elevators, the paved surface of the parking areas serving the Building and the sprinkler system to the extent the same is located outside the Premises (Tenant being responsible for all portions of the sprinkler system located within the Premises), except that Tenant shall reimburse Landlord, as additional rent hereunder, for the costs of maintaining, repairing, or otherwise correcting any condition caused by an act, omission, neglect or default under this Lease of Tenant or any employee, agent, or contractor of Tenant or any other party for whose conduct Tenant is responsible. Without limitation, Landlord shall not be responsible to make any improvements or repairs other than as expressly provided herein, and Landlord shall not be liable for any failure to make such repairs unless Tenant has given notice to Landlord of the need to make such repairs and Landlord has failed to commence to make such repairs within a reasonable time thereafter.

ARTICLE VII

7.1 ASSIGNMENT AND SUBLETTING

In any case where Landlord shall consent to any assignment or subletting, Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of this Lease or any further assignment, other transfer, or subleasing and Tenant hereby irrevocably consents to any and all such transactions. Tenant agrees to pay to Landlord, within fifteen (15) days of billing therefore, all reasonable legal and other out-of-pocket expenses incurred by Landlord in connection with any request to assign or sublet. It shall be a condition of the validity of any permitted assignment or subletting that the assignee or sublessee agree directly with Landlord, in form satisfactory to Landlord, to be bound by all Tenant obligations hereunder, including, without limitation, the obligation to pay all Rent and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting.

7.2 ACCEPTANCE OF RENT FROM TRANSFEREE

The acceptance by Landlord of the payment of Rent, additional rent, or other charges following assignment, subletting, or other transfer prohibited by this Article VII shall not be deemed to be a consent by Landlord to any such assignment, subletting, or other transfer, nor shall the same constitute a waiver of any right or remedy of Landlord.

ARTICLE VIII

8.1 OPERATIONS/PROPERTY MANAGEMENT

The Tenant agrees to cause the parking areas, driveways, and walkways on the Lot to be kept clear of accumulations of dirt, litter, rubbish, ice and snow, cause the landscaping on the Lot to be kept in a neat and attractive condition, keep the parking areas on the lot lighted as necessary from the hours of 6:00 a.m. until 8:00 p.m. and perform its obligations with respect to maintenance and repair set forth in Section 6 above. Except as expressly set forth in the preceding sentence, Tenant acknowledges that this is a fully net lease and agrees to contract separately for all utilities and building and other services required for Tenant's use and occupancy of the Premises hereunder. Upon the request of Tenant from time to time, Landlord shall use reasonable efforts to provide services at hours other than the times set forth above and Tenant shall reimburse Landlord as additional rent for the cost of such services within thirty (30) days after invoice

therefore. Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Term Commencement Date of this Lease. Tenant shall not, without first having obtained Landlord's prior written consent, install or use any additional air-conditioning or heating equipment in the Premises. In the event that Tenant should require additional utilities, appliances, machines or equipment, the installation, maintenance and costs thereof shall be Tenant's sole obligation, provided that any such installation shall require the written consent of Landlord, which consent Landlord shall not unreasonably withhold.

8.2 SEPARATELY METERED UTILITIES

Tenant shall pay directly to the utility, as they become due, all bills for electricity, gas, water and sewer, and other utilities (whether they are used for furnishing heat or for other purposes) that are furnished to the Premises and now or hereafter separately metered or billed by the utility to the Premises. If any utilities used or consumed by Tenant are not separately metered, Tenant shall pay its allocable share of such utilities, based on use, as determined by Landlord.

ARTICLE IX

9.1 THE TENANT'S INDEMNITY

The Tenant shall indemnify and save harmless Landlord, the directors, officers, agents, and employees of Landlord, against and from all claims, expenses, or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by Tenant or Tenant's contractors, licensees, agents, servants, or employees under any of the terms or covenants of this Lease (including without limitation any violation of Landlord's Rules and Regulations and any failure to maintain or repair equipment or installations to be maintained or repaired by Tenant hereunder) or the failure of Tenant or such persons to comply with any rule, order, regulation, or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or the Building, or Tenant's use thereof; or (b) arising directly or indirectly from any accident, injury, or damage, however caused, to any person or property, on or about the Premises; or (c) arising directly or indirectly from any accident, injury, or damage to any person or property occurring outside the Premises but within the Building or on the Lot, where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission, or negligence on the part of Tenant, or Tenant's contractors, licensees, agents, servants, employees or customers, or anyone claiming by or through Tenant: provided, however, that in no event shall Tenant be obligated under this clause (c) to indemnify Landlord, the directors, officers, agents, or employees of Landlord, to the extent such claim, expense, or liability results from any omission, fault, negligence, or other misconduct of Landlord or the officers, agents, or employees of Landlord on or about the Premises or the Building.

This indemnity and hold harmless agreement shall include, without limitation, indemnity against all expenses, attorney's fees and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel acceptable to Landlord. At the request of Landlord, Tenant shall defend any such claim or proceeding directly on behalf and for the benefit of Landlord.

9.2 THE TENANT'S RISK

The Tenant agrees to use and occupy the Premises and to use such other portions of the Building and the Lot as Tenant is herein given the right to use at Tenant's sole risk; and Landlord shall have no responsibility or liability for any loss or damage, however caused, to furnishings, fixtures, equipment, or other personal property of Tenant or of any persons claiming by, through, or under Tenant.

9.3 INJURY CAUSED BY THIRD PARTIES

The Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by,

through, or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, or its or their property, that may be occasioned by or through the acts or omissions of persons occupying any part of the Building, or for any loss or damage from the breaking, bursting, crossing, stopping, or leaking of electric cables and wires, and water, gas, sewer, or steam pipes, or like matters.

9.4 SECURITY

Tenant agrees that, in all events, Tenant is responsible for providing security to the Premises as outlined in the MA Department of Public Health RMD regulations and its own personnel.

ARTICLE X

10.1 PUBLIC LIABILITY INSURANCE

The Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, (a) a policy of commercial general liability insurance, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and completed operations liability, and (b) automobile liability insurance covering all owned vehicles, hired vehicles and all other non owned vehicles.

10.2 HAZARD INSURANCE

The Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy, reasonably satisfactory to Landlord, including, without limitation, the amount of any deductible thereunder, insuring any leasehold improvements paid for by Tenant and all fixtures, equipment, and other personal property of Tenant against damage or destruction by fire or other casualty in an amount equal to the full replacement cost of such property. Tenant shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord or the holder of any mortgage on the Premises, provided that such insurance is customarily carried in the area in which the Premises are located on property similar to the Building and that Tenant receives written notice specifying all such additional insurance as may be required. At Landlord's request, any such policies of insurance shall name any such mortgagee as loss payee under a standard mortgagee's clause.

Notwithstanding the foregoing, Tenant shall be permitted to self- insure its fixtures, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant, provided that at all times when Tenant so self-insures the same or any portion thereof, Tenant's net worth shall be equal to or greater than said property.

The Landlord shall maintain in full force throughout the Lease Term a policy of insurance upon the Building and its fixtures and equipment.

10.3 WAIVER OF SUBROGATION

Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in The Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their insurance companies shall have no right of subrogation against the other on account thereof. In the event that an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and nonsubrogation

provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect any releases elsewhere contained in this Lease.

ARTICLE XI

11.1 RIGHTS OF TERMINATION FOR TAKING

If the Premises, or such portion thereof as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) physically unsuitable for Tenant's purposes, shall be taken (including a temporary taking in excess of 180 days) by condemnation or right of eminent domain or sold in lieu of condemnation, Landlord or Tenant may elect to terminate this Lease by giving notice to the other of such election not later than thirty (30) days after Tenant has been deprived of possession.

Further, if so much of the Building (which may include the Premises) or the Lot shall be so taken, condemned or sold or shall receive any direct or consequential damage by reason of anything done pursuant to public or quasi- public authority such that continued operation of the same would, in Landlord's opinion, be uneconomical, Landlord may elect to terminate this Lease by giving notice to Tenant of such election not later than thirty (30) days after the effective date of such taking.

Should any part of the Premises be so taken or condemned or receive such damage and should this Lease be not terminated in accordance with the foregoing provisions, Landlord shall promptly after the determination of Landlord's award on account thereof, expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit that is reasonably suitable to the uses of Tenant permitted hereunder. Should the net amount so awarded to Landlord be insufficient to cover the cost of so restoring the Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises to such an architectural unit, with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant within a reasonable time after Landlord has determined the estimated cost of such restoration.

11.2 PAYMENT OF AWARD

The Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building and the Lot and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. The Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

11.3 ABATEMENT OF RENT

In the event of any such taking of the Premises, the Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

11.4 MISCELLANEOUS

In no event shall Landlord have any obligation to make any repairs under this Article XIII if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, requirements of any applicable laws, codes, ordinances, rules, or regulations or requirements of any mortgagee. Further, Landlord shall not be obligated to make any repairs to any portions of the Premises or the Building which were constructed or installed by or for some party other than Landlord or which are not

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the property of Landlord, and Tenant shall be obligated to perform any repairs on and restorations to any alterations, additions, or improvements to the Premises performed by or for the benefit of Tenant.

ARTICLE XII

12.1 TENANT'S DEFAULT

(a) If at any time any one or more of the following events (herein referred to as a "Default of Tenant") shall occur:

(i) Tenant shall fail to make payment of rent or any other monetary amount due under this lease within five (5) days after Landlord has sent to Tenant notice of such default.

However, if: (A) Landlord shall have sent to Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated; and (B) during the lease year in which said notice of default has been sent by Landlord to Tenant, Tenant thereafter shall default in any monetary payment, the same shall be deemed to be a Default of Tenant upon Landlord giving Tenant written notice thereof, without the five (5) day grace period set forth above; or

(ii) Tenant shall fail to perform or observe any other covenant or provision herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after notice to Tenant specifying such neglect or failure, or, if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity.

However, if (A) Landlord shall have sent to Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated; and (B) during the lease year in which said notice of default has been sent by Landlord to Tenant, Tenant thereafter shall default in any nonmonetary matter, the same shall be deemed to be a Default of Tenant upon Landlord giving Tenant written notice thereof, and Tenant shall have no grace period within which to cure the same; or

(iii) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts; or

(iv) Tenant shall vacate or abandon the Premises, then, in any such case, Landlord may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice, 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 by, through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies that might otherwise be used for arrears of rent or preceding breach of covenant and/or Landlord may terminate this Lease by notice to Tenant and this Lease shall come to an end on the date of such notice as fully and completely as if such date were on the date herein originally fixed for the expiration of the term of this Lease (Tenant hereby waiving any rights of redemption, if any, under G.L. c. 186, § 11 to extent that such rights may be lawfully waived), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as herein provided. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease. In the event of any such termination, entry or re-entry, Landlord shall have the right to remove and store Tenant's property and that of persons claiming by, through or under Tenant at the sole risk and expense of Tenant and, if Landlord so elects, (x) to sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant and pay the balance, if any, to Tenant, or (y) to dispose of such property in any manner in which Landlord shall elect, Tenant hereby agreeing to the fullest extent permitted by law that it shall have no right, title or interest in any property remaining in the Premises after

such termination, entry or reentry.

(b) Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or reentry by Landlord, whether by summary proceedings, termination or otherwise, 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 other charges reserved as they would become due under the terms of this Lease if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term, or for the whole thereof; but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees, attorney fees and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total Rent and other benefits that would have accrued to Landlord under this Lease for the remainder of the Lease Term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the Premises for what would be the then unexpired Lease Term if the same remained in effect. For purposes of this Article, if Landlord elects to require Tenant to pay damages in accordance with immediately preceding sentence, the total amount due shall be computed by assuming that Tenant's Proportionate Share of Taxes and Tenant's Proportionate Share of Operating Costs would be, for the balance of such unexpired term, the amount thereof respectively for the tax and lease years in which such termination, entry or reentry shall occur.

(c) In case of any Default of Tenant, reentry, entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms that may at Landlord's option be equal to or less than or exceed the period that would otherwise have constituted the balance of the Lease Term and may grant concessions or free rent to the extent that Landlord considers advisable or necessary to relet the Premises and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary for the purpose of reletting the Premises; and no action by Landlord in accordance with the foregoing shall operate or be construed to release Tenant from liability hereunder as aforesaid. It is specifically understood and agreed that Landlord shall be entitled to take into account in connection with any reletting of the Premises all relevant factors that would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises, such as, but not limited to, the first class quality of the Building and the financial responsibility of any such replacement tenant. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or, in the event that the Premises are relet, for failure to collect the rent under such reletting, and Tenant hereby waives, to the extent permitted by applicable law, any obligation Landlord may have to mitigate Tenant's damages. The Landlord agrees to list the Premises with a broker in the event of a termination, entry or reentry under this ARTICLE XII, provided that Landlord's obligation to list the Premises as provided herein is independent of Tenant's obligations under this ARTICLE XII and shall not be construed to entitle Tenant to setoff against any amounts payable by Tenant hereunder in the event of a breach or alleged breach by Landlord of such obligation. In no event shall Landlord be obligated to give priority to the reletting of the Premises over any other Premises in the Building or any other building owned by Landlord.

(d) If there is at any time a guarantor or assignee of this Lease or any interest of Tenant herein or any sublessee, franchisee, concessionee or licensee of all or any portion of the Premises, the happening of any of the events described in paragraph (a)(iii) of this Section with respect to such guarantor, assignee, sublessee, franchisee, concessionee or licensee shall constitute a Default of Tenant hereunder.

(e) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may, at any time, be entitled lawfully and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

(f) All costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorney fees and expenses) in enforcing its rights hereunder or occasioned by any Default of Tenant shall be paid by Tenant.

(g) Upon any Default of Tenant, or the expiration or termination of this Lease, Landlord shall have the right of summary process under G.L. c. 239, or other applicable statutes, and such other rights to recover possession as permitted by law. Tenant and Landlord each hereby waives any and all rights under the laws of any state to the right, if any, to trial by jury.

Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy, insolvency or like proceedings 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 proved, whether or not the amount be greater than, equal to or less than the amount of the loss or damages referred to above.

12.2 LANDLORDS DEFAULT

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligation.

ARTICLE XIII

13.1 THE LANDLORD'S RIGHT OF ACCESS

The Landlord and its agents, contractors and employees shall have the right to enter the Premises at all reasonable hours upon reasonable advance notice, except in exigent circumstances, or any time in case of emergency, for the purpose of inspecting or of making repairs or alterations, to the Premises or the Building or additions to the Building, and Landlord shall also have the right to make access available at all reasonable hours to prospective or existing mortgagees or purchasers of any part of the Building. To assure access by Landlord to the Premises, Tenant shall provide Landlord with duplicate copies of all keys used by Tenant in providing access to the Premises.

For a period commencing twelve (12) months prior to the expiration of the Lease Term, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

ARTICLE XIV

14.1 SUBORDINATION AND ATTORNMENT

(a) If any holder of a mortgage or holder of a ground lease of property which includes the Premises, executed and recorded subsequent to the date of this Lease, shall so elect, the interest of Tenant hereunder shall be subordinate to the rights of such holder, provided that such holder shall agree to recognize in writing the rights of Tenant under this Lease upon the terms and conditions set forth herein, and the performance by Tenant of Tenant's obligations hereunder (but without any assumption by such holder of Landlord's obligations under this Lease); or

(b) If any holder of a mortgage or holder of a ground lease of property which includes the Premises executed and recorded prior to the date of this Lease shall so elect, this Lease, and the rights of Tenant hereunder, shall be superior in right to the rights of such holder, with the same force and effect as if this Lease had been executed and delivered, and recorded, or a statutory notice hereof recorded, prior to the execution, delivery and recording of any such mortgage.

The election of any such holder as to Subsection (a) above shall be exercised by notice to Tenant, in the same fashion as notices under this Lease are given by Landlord to Tenant, and, if such notice is given, such subordination shall be effective as to all advances then or thereafter made by such holder under such mortgage or in connection with such ground lease. Any election as to Subsection (b) above shall become effective upon either notice from such holder to Tenant in the same fashion as notices from Landlord to Tenant are to be given hereunder or by the recording in the appropriate registry or recorder's office of an instrument, in which such holder subordinates its rights under such mortgage or ground lease to this Lease.

(c) Forthwith upon the request of Landlord, the holder of any mortgage or deed of trust affecting the Premises, or the lessor under any ground lease affecting the Premises, Tenant shall execute and deliver to such party an attornment agreement providing that Tenant shall attorn to such holder or lessor in the event of a foreclosure of such mortgage or deed of trust or transfer in lieu thereof or a termination of such ground

lease and incorporating such other terms and conditions as such party may reasonably require, provided that such agreement includes an agreement by such other party to recognize the rights of Tenant under this Lease. Irrespective of whether any such attornment agreement has been executed, Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Landlord, its successors or assigns, encumbering the Premises, or any part thereof, or in the event of termination of any ground lease, if so requested, attorn to the purchaser or ground lessor upon such foreclosure, sale or termination or upon any grant of a deed in lieu of foreclosure and recognize such purchaser or ground lessor as Landlord under this Lease.

d. Tenant agrees on request of Landlord to execute and deliver from time to time any instrument that Landlord may reasonably deem necessary to implement the provisions of this Section 16.1.

14.2 NOTICE TO MORTGAGEE AND GROUND LESSOR; OPPORTUNITY TO CURE

After receiving notice from any person, firm or other entity (or from Landlord on behalf of any such person, etc.) that it holds a mortgage that includes the Premises as part of the mortgaged premises, or that it is the ground lessor under a lease with Landlord as ground lessee, which includes the Premises as a part of the demised premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder or ground lessor, and the curing of any of Landlord's defaults by such holder or ground lessor shall be treated as performance by Landlord. Accordingly, no act or failure to act on the part of Landlord that would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder shall have such an effect unless and until:

(a) Tenant shall have first given written notice to such holder or ground lessor, if any, specifying the act or failure to act on the part of Landlord that could or would give basis to Tenant's rights; and

(b) Such holder or ground lessor, after receipt of such notice, has failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 16.2 or elsewhere in this Lease shall be deemed to impose any obligation on any such holder or ground lessor to correct or cure any such condition.

14.3 ASSIGNMENT OF RENTS

With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property that includes the Premises, Tenant agrees:

(a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder or ground lessor shall, by notice sent to Tenant, specifically otherwise elect; and

(b) that, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises, or in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor.

ARTICLE XV

15.1 CAPTIONS

The captions throughout this Lease are for convenience or reference only and shall in no way be held or deemed to define, limit, explain, describe, modify, or add to the interpretation, construction, or meaning of any provision of this Lease.

15.2 BIND AND INURE

Except as herein otherwise expressly provided, the obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The reference herein to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give

consent to a particular assignment as required by the provisions of Article VII. Neither the assignment by Landlord of its interest in this Lease as security to a lender holding a mortgage on the Building, nor the acceptance thereof by such lender, nor the exercise by such lender of any of its rights pursuant to said assignment shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually.

15.3 NO WAIVER

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed to be a waiver of such violation or to prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

15.4 NO ACCORD AND SATISFACTION

No acceptance by Landlord of a lesser sum than the minimum and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed to be 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 in this Lease or at law or in equity provided.

15.5 CUMULATIVE REMEDIES

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Except as otherwise set forth herein, any obligations of Tenant as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord) shall survive the expiration or earlier termination of this Lease, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any such obligation (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

15.6 PARTIAL INVALIDITY

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

15.7 LANDLORD'S RIGHT TO CURE

If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall

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have the right, but not the obligation, to enter upon the Premises and/or to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing any such obligations, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Lease Interest Rate) and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

15.8 ESTOPPEL CERTIFICATES

Tenant agrees on the Term Commencement Date and from time to time thereafter, upon not less than fifteen (15) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, certifying that this Lease is unmodified and in full force and effect, that Tenant has no defenses, offsets or counterclaims against its obligations to pay rent and other charges required under this Lease and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications, and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Rent and other charges have been paid. Any such statement delivered pursuant to this Section 17.8 may be relied upon by any prospective purchaser or mortgagee of the property which includes the Premises or any prospective assignee of any such mortgagee.

15.9 BROKERAGE

Each party hereto warrants and represents that it has dealt with no real estate broker or agent in connection with this transaction and agrees to defend, indemnify and save the other party harmless from and against any and all claims for commissions or fees arising out of this Lease.

15.10 ENTIRE AGREEMENT

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. 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 Landlord shall alter, change, or modify any of the provisions hereof.

15.11 HOLDOVER

If Tenant remains in the Premises after the termination of this Lease, by its own terms or for any other reason, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only, at a daily rate equal to one hundred fifty percent (150%) of the Rent applicable immediately prior to such termination plus the then applicable additional rent and other charges under this Lease. Tenant shall also pay to Landlord all damages, direct or indirect, sustained by Landlord by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.

15.12 COUNTERPARTS

This Lease is executed in any number of counterparts, each copy of which is identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies.

15.13 CONSTRUCTION AND GRAMMATICAL USAGE

This Lease shall be governed, construed and interpreted in accordance with the laws of The

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Commonwealth of Massachusetts, and Tenant agrees to submit to the personal jurisdiction of any court (federal or state) in said Commonwealth for any dispute, claim or proceeding arising out of or relating to this Lease. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so admits or requires. If there be more than one party tenant, the covenants of Tenant shall be the joint and several obligations of each such party and, if Tenant is a partnership, the covenants of Tenant shall be the joint and several obligations of each of the partners and the obligations of the firm.

15.14 WHEN LEASE BECOMES BINDING

Employees or agents of 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.

15.15 SECURITY DEPOSIT

If, in Article 2 hereof, a security deposit is specified, Tenant agrees that the same will be paid upon execution and delivery of this Lease, and that Landlord shall hold the same, throughout the term of this Lease, as security for the performance by Tenant of all obligations on the part of Tenant to be kept and performed. In no event shall said security deposit be deemed to be a prepayment of rent nor shall it be considered a measure of liquidated damages. Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof, to apply such deposit, or any part thereof, to cure a default by Tenant hereunder or Landlord's damages arising from any default on the part of Tenant. If any amount of such deposit is so applied, Tenant shall pay the amount so applied to Landlord upon demand therefore. Tenant not then being in default, Landlord shall return the deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Section 15.15 to Tenant on the expiration or earlier termination of the Lease Term and surrender of possession of the Premises by Tenant to Landlord. While Landlord holds such deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the deposit or any part thereof not previously applied may be turned over by Landlord to Landlord's grantee, and if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Section 15.15 and the return thereof in accordance herewith.

Neither a successor landlord, the holder of a mortgage nor the lessor in a ground lease of property which includes the Premises shall ever be responsible to Tenant for the return or application of any such deposit, whether or not it succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such successor, holder or ground lessor.

15.16 LANDLORD'S ENFORCEMENT EXPENSES

Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all fees and expenses (including, without limitation, attorneys' fees and costs) incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Premises, including without limitation, any breach by the Tenant of its obligations hereunder, irrespective of whether Landlord resorts to litigation as a result thereof.

15.17 NO SURRENDER

The delivery of keys to any employee of Landlord or to Landlord's agents or employees shall not operate as

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a termination of this Lease or a surrender of the Premises.

15.18 COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent, additional rent, and other sums due hereunder and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Premises during the term hereof, without hindrance or ejection by Landlord or by any persons claiming under Landlord; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

15.19 NO PERSONAL LIABILITY OF THE LANDLORD

The Tenant agrees to look solely to Landlord's then equity interest in the Building and the Lot at the time owned, or in which Landlord holds an interest as ground lessee, for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee, or other fiduciary) nor any partner, policyholder, officer, manager, member, shareholder or director of Landlord, nor any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

15.20 NOTICES

Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid or by so-called "express" mail (such as Federal Express or U.S. Postal Service Express Mail):

If intended for Landlord, addressed to COMPLEMENTARY REALTY, LLC. at the address set forth in Section 1.2 or to such other addresses as may from time to time hereafter be designated by Landlord by like notice.

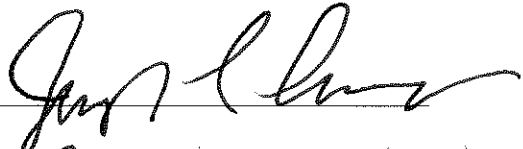
If intended for Tenant, addressed to Tenant at the address set forth on the first page of this Lease or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice.

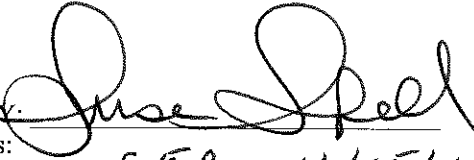
All such notices shall be effective upon delivery, attempted delivery, or refusal, whichever occurs first, at the address or addresses of the intended recipient, as set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal as of the date set forth in Section 1.2, above.

LANDLORD:

TENANT:

BY: 
Its: *Member 11/15/13*

BY: 
Its: *CEO 11/15/13*

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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: Greenleaf MV Compassionate Care, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
489 State Road, West Tisbury, MA	Dukes	Lease

**COMPLEMENTARY REALTY, LLC
COMMERCIAL LEASE**

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This instrument is an indenture of lease by and between COMPLEMENTARY REALTY, LLC. (Landlord") and GREENLEAF MV COMPASSIONATE CARE, INC. ("Tenant").

The parties to this instrument hereby agree with each other as follows:

ARTICLE I

1.1 INTRODUCTION

As further supplemented in the balance of this instrument the following sets forth the basic terms of this Lease, and, where appropriate, constitutes definitions of certain terms used in this Lease.

1.2 PARTIES

COMPLEMENTARY REALTY, LLC, a duly organized Massachusetts Limited Liability Company (LLC) with a principle place of business at 3 Sand Castle Lane, Aquinnah, Massachusetts, 02535, with a mailing address of P.O. Box 951 West Tisbury, Massachusetts, 02575, LANDLORD, which expression shall include its successors, and assigns where the context so admits, does hereby lease to

GREENLEAF MV COMPASSIONATE CARE, INC. , a not for profit Massachusetts corporation with a principle place of business at 489 State Road, West Tisbury, MA. with a mailing address of P.O. Box 951 West Tisbury, Massachusetts, 02575, TENANT which expression shall include its successors, and assigns where the context so admits, does hereby lease the following described premises.

1.3 DESCRIPTION OF PREMISES

The Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises and the Building (the "Premises") described as 489 State Road, West Tisbury, Massachusetts.

ARTICLE II

2.1 RENT

The TENANT shall pay rent for the first twelve (12) months of the term, February 1, 2014 through and including December 31, 2024, to the LANDLORD at the rate of THREE THOUSAND DOLLARS per month. The foregoing rent shall be due in monthly installments, without notice, set-off or offset.

2.2 APPURTENANT RIGHTS AND RESERVATIONS

Tenant shall have, as appurtenant to the Premises, rights to use in common with others entitled thereto the common facilities included in the Building or the land on which the Building is located (the "Lot"), including common walkways, driveways, lobbies, hallways, ramps, and stairways. Such rights shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable notice, and to the right of Landlord to designate and to change from time to time the areas and facilities so to be used, provided that such changes do not unreasonably interfere with the use of the Premises for the Permitted Use.

2.3 REPAIRS AND MAINTENANCE

The Landlord reserves the right to install, use, maintain, repair and replace in the Premises (but in such

manner as not unreasonably to interfere with Tenant's use of the Premises) utility lines, shafts, pipes, and the like, in, over and upon the Premises, provided that the same are located above the dropped ceiling (or, if there is no dropped ceiling, then within three (3) feet of the roof deck), below the floor surfaces or tight against demising walls or columns. Landlord agrees to repair any damage to the Premises caused by the installation of any such items. Such utility lines, shafts, pipes and the like shall not be deemed part of the Premises under this Lease. The Landlord also reserves the right to alter or relocate any common facility, provided that substitutions are at least equivalent in quality and functional utility to the common facilities as of the date of this Lease, and to change the lines of the Lot.

ARTICLE III

3.1 TERM OF LEASE

The term of this Lease shall be for TEN (10) years, the "Lease Term". The lease term shall commence on February 1, 2014 the "Term Commencement Date" and shall end on December 31, 2024. "Term Completion Date"

3.2 CONDITION OF PREMISES

Tenant acknowledges that it has inspected the Premises and agrees to accept same in its "as is" condition, and further Tenant agrees that Landlord has no obligation to perform any work whatsoever in order to prepare the Premises for Tenant's occupancy hereunder.

3.3 EXTENSION OPTION

Tenant may elect to extend the term of this Lease for one TEN (10) year period (the "Extension Term"), by giving Landlord notice of such election not earlier than TWENTY-FOUR (24) months nor later than TWELVE (12) months before the expiration of the Lease Term, provided Tenant is not in default on the date such notice is given or on the commencement date of the Extension Term. Such extension shall be upon the same terms, covenants, and conditions contained in this Lease except that Tenant shall have no further right to extend the Lease Term and except that the Rent for the Extension Term shall be at a rate equal to the greater of no more than 10% increase per year.

ARTICLE IV

4.1 RENT PAYMENTS

The Rent (at the rates specified in Section 2.1 hereof) and the additional rent or other charges payable pursuant to this Lease (collectively the "Rent") shall be payable by Tenant to Landlord at the Landlord's Address or such other place as Landlord may from time to time designate by notice to Tenant without any demand whatsoever except as otherwise specifically provided in this Lease and without any counterclaim, offset or deduction whatsoever. Rent shall be made payable to the order of COMPLEMENTARY REALTY, LLC. or to the prescribed designee/ees of COMPLEMENTARY REALTY, LLC.

Any other charges payable by Tenant on a monthly basis, as hereinafter provided, shall be payable in advance on the first day of each and every calendar month during the term of this Lease.

4.2 TAXES

Tenant shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other personal property placed in and upon the Premises by Tenant.

ARTICLE V

5.1 PERMITTED USE

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Tenant agrees that the Premises shall be used and occupied by Tenant for the purposes specified herein, and for no other purpose or purposes. Tenant shall conduct operations of a Registered Marijuana Dispensary and the associated functions as outlined in the state regulations and licensure terms

The Tenant shall comply and shall cause its employees, agents, and invitees to comply with such reasonable rules and regulations as Landlord shall from time to time establish for the proper regulation of the Building and the Lot, provided that Landlord gives Tenant reasonable advance notice thereof and that such additional rules and regulations shall be of general application to all the tenants in the Building, except where different circumstances justify different treatment.

5.2 COMPLIANCE WITH LAWS

Tenant agrees that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper or contrary to any law, ordinance, by-law, code, rule, regulation or order applicable in the municipality in which the Premises are located or which will disturb the quiet enjoyment of the other tenants of the Building. Tenant shall obtain any and all approvals, permits, licenses, variances and the like from state governmental or quasi-governmental authorities, including without limitation any Architectural Access Board and Board of Fire Underwriters (collectively, "Approvals") which are required for Tenant's use of the Premises, including, without limitation, any which may be required for any construction work and installations, alterations or additions made by Tenant to, in, on or about the Premises; provided, however, that Tenant shall not seek or apply for any Approvals without first having given Landlord a reasonable opportunity to review any applications for Approvals and all materials and plans to be submitted in connection therewith and obtaining Landlord's written consent, which consent shall not be unreasonably withheld. In any event, Tenant shall be responsible for all costs, expenses, and fees in connection with obtaining all Approvals. Without limiting the general application of the foregoing, Tenant shall be responsible for compliance of the Premises, including, without limitation, any alterations it may make to the Premises with the requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same may be amended from time to time (collectively, the "ADA"). The Landlord shall be responsible for the compliance with the requirements of the ADA of (x) the common areas of the Building and Lot and (y) the access to the Premises from the common areas. Tenant's inability to obtain or delay in obtaining any such Approval shall in no event reduce, delay, or terminate Tenant's rental, payment, and performance obligations hereunder. Tenant shall, at its own cost and expense, (i) make all installations, repairs, alterations, additions, or improvements to the Premises required by any law, ordinance, by-law, code, rule, regulation or order of any governmental or quasi-governmental authority; (ii) keep the Premises equipped with all required safety equipment and appliances; and (iii) comply with all laws, ordinances, codes, rules, regulations and orders and the requirements of Landlord's and Tenant's insurers applicable to the Premises, Building and Lot. Tenant shall not place a load upon any floor in the Premises exceeding the lesser of (a) the floor load per square foot of area which such floor was designed to carry as certified by Landlord's architect and (b) the floor load per square foot of area which is allowed by law. Landlord reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight.

5.3 INSURANCE RISKS

Tenant shall not permit any use of the Premises which will make voidable or, unless Tenant pays the extra insurance premium attributable thereto as provided below, increase the premiums for any insurance on the Building or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association (or any successor organization) or which shall require any alteration or addition to the Building. Tenant shall, within thirty (30) days after written demand therefor, reimburse Landlord and all other tenants for the costs of all extra insurance premiums caused by Tenant's use of the Premises. Any such amounts shall be deemed to be additional rent hereunder.

5.4 ELECTRICAL EQUIPMENT

The Tenant shall not, without Landlord's written consent in each instance, connect to the electrical

distribution system any fixtures, appliances, or equipment which will operate individually or collectively at a wattage in excess of the capacity of the electrical system serving the Premises as the same may be reasonably determined by Landlord and Landlord may audit Tenant's use of electric power to determine Tenant's compliance herewith.

5.5 TENANT'S OPERATIONAL COVENANTS

(a) Affirmative Covenants

In regard to the use and occupancy of the Premises, Tenant will at its expense: (1) keep the inside and outside of all glass in the doors and windows of the Premises reasonably clean; (2) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (3) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed; (4) keep all mechanical apparatus free of vibration and loud noise which may be transmitted beyond the Premises; and (5) comply with and observe all rules and regulations reasonably established by Landlord from time to time.

(b) Negative Covenants

In regard to the use and occupancy of the Premises and common areas, Tenant will not: (7) place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any corridor, stairway, sidewalk or common area; (8) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (9) cause or permit objectionable odors to emanate or to be dispelled from the Premises; or (10) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building, or use or permit the use of any portion of the Premises for any unlawful purpose.

ARTICLE VI

6.1 INSTALLATIONS, ALTERATIONS, AND ADDITIONS

Tenant may make structural installations, alterations, or additions to the Premises, and may make nonstructural installations, alterations or additions provided that Landlord consents thereto in advance and in writing, which consent shall not be unreasonably withheld, delayed or conditioned as to work in the existing industrial space that will not affect the utility or building service systems or equipment. In any event, Tenant shall not demolish the existing office space in the Premises, without the prior written approval of Landlord, which approval may be withheld in Landlord's sole and absolute discretion. In no event shall Landlord's approval of any proposed installations, alterations, or additions to the Premises, whether in connection with Tenant's initial leasehold improvements or otherwise, constitute a representation by Landlord that such work complies with the requirements of any applicable law or regulation, including without limitation the requirements of the ADA. Any installations, alterations, or additions made by Tenant shall be at Tenant's sole cost and expense and shall be done in a good and workmanlike manner using materials of a quality at least equivalent to that of the existing improvements and in compliance with the requirements of Section 5.2; and prior to Tenant's use of the Premises, after the performance of any such work, Tenant shall procure certificates of occupancy and any other required certificates. Tenant shall not suffer or permit any mechanics' or similar liens to be placed upon the Premises for labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record forthwith without cost to Landlord.

6.2 REPAIRS AND MAINTENANCE TENANT OBLIGATIONS

From and after the date that possession of the Premises is delivered to Tenant and until the end of the Lease

Term, Tenant shall keep the Premises and every part thereof in good order, condition, and repair, reasonable wear and tear and damage by casualty, as a result of condemnation, or as a result of the failure of Landlord to provide services required to be provided hereunder only excepted; and shall return the Premises to Landlord at the expiration or earlier termination of the Lease Term in such condition.

6.3 REPAIRS AND MAINTENANCE LANDLORD OBLIGATIONS

Except as may be provided in herein, Landlord agrees to keep in good order, condition, and repair the structural components and the roof of the Building, the common utility and Building systems, the common hallways, entrances, restrooms and elevators, the paved surface of the parking areas serving the Building and the sprinkler system to the extent the same is located outside the Premises (Tenant being responsible for all portions of the sprinkler system located within the Premises), except that Tenant shall reimburse Landlord, as additional rent hereunder, for the costs of maintaining, repairing, or otherwise correcting any condition caused by an act, omission, neglect or default under this Lease of Tenant or any employee, agent, or contractor of Tenant or any other party for whose conduct Tenant is responsible. Without limitation, Landlord shall not be responsible to make any improvements or repairs other than as expressly provided herein, and Landlord shall not be liable for any failure to make such repairs unless Tenant has given notice to Landlord of the need to make such repairs and Landlord has failed to commence to make such repairs within a reasonable time thereafter.

ARTICLE VII

7.1 ASSIGNMENT AND SUBLETTING

In any case where Landlord shall consent to any assignment or subletting, Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of this Lease or any further assignment, other transfer, or subleasing and Tenant hereby irrevocably consents to any and all such transactions. Tenant agrees to pay to Landlord, within fifteen (15) days of billing therefore, all reasonable legal and other out-of-pocket expenses incurred by Landlord in connection with any request to assign or sublet. It shall be a condition of the validity of any permitted assignment or subletting that the assignee or sublessee agree directly with Landlord, in form satisfactory to Landlord, to be bound by all Tenant obligations hereunder, including, without limitation, the obligation to pay all Rent and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting.

7.2 ACCEPTANCE OF RENT FROM TRANSFEREE

The acceptance by Landlord of the payment of Rent, additional rent, or other charges following assignment, subletting, or other transfer prohibited by this Article VII shall not be deemed to be a consent by Landlord to any such assignment, subletting, or other transfer, nor shall the same constitute a waiver of any right or remedy of Landlord.

ARTICLE VIII

8.1 OPERATIONS/PROPERTY MANAGEMENT

The Tenant agrees to cause the parking areas, driveways, and walkways on the Lot to be kept clear of accumulations of dirt, litter, rubbish, ice and snow, cause the landscaping on the Lot to be kept in a neat and attractive condition, keep the parking areas on the lot lighted as necessary from the hours of 6:00 a.m. until 8:00 p.m. and perform its obligations with respect to maintenance and repair set forth in Section 6 above. Except as expressly set forth in the preceding sentence, Tenant acknowledges that this is a fully net lease and agrees to contract separately for all utilities and building and other services required for Tenant's use and occupancy of the Premises hereunder. Upon the request of Tenant from time to time, Landlord shall use reasonable efforts to provide services at hours other than the times set forth above and Tenant shall reimburse Landlord as additional rent for the cost of such services within thirty (30) days after invoice

therefore. Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Term Commencement Date of this Lease. Tenant shall not, without first having obtained Landlord's prior written consent, install or use any additional air-conditioning or heating equipment in the Premises. In the event that Tenant should require additional utilities, appliances, machines or equipment, the installation, maintenance and costs thereof shall be Tenant's sole obligation, provided that any such installation shall require the written consent of Landlord, which consent Landlord shall not unreasonably withhold.

8.2 SEPARATELY METERED UTILITIES

Tenant shall pay directly to the utility, as they become due, all bills for electricity, gas, water and sewer, and other utilities (whether they are used for furnishing heat or for other purposes) that are furnished to the Premises and now or hereafter separately metered or billed by the utility to the Premises. If any utilities used or consumed by Tenant are not separately metered, Tenant shall pay its allocable share of such utilities, based on use, as determined by Landlord.

ARTICLE IX

9.1 THE TENANT'S INDEMNITY

The Tenant shall indemnify and save harmless Landlord, the directors, officers, agents, and employees of Landlord, against and from all claims, expenses, or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by Tenant or Tenant's contractors, licensees, agents, servants, or employees under any of the terms or covenants of this Lease (including without limitation any violation of Landlord's Rules and Regulations and any failure to maintain or repair equipment or installations to be maintained or repaired by Tenant hereunder) or the failure of Tenant or such persons to comply with any rule, order, regulation, or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or the Building, or Tenant's use thereof; or (b) arising directly or indirectly from any accident, injury, or damage, however caused, to any person or property, on or about the Premises; or (c) arising directly or indirectly from any accident, injury, or damage to any person or property occurring outside the Premises but within the Building or on the Lot, where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission, or negligence on the part of Tenant, or Tenant's contractors, licensees, agents, servants, employees or customers, or anyone claiming by or through Tenant: provided, however, that in no event shall Tenant be obligated under this clause (c) to indemnify Landlord, the directors, officers, agents, or employees of Landlord, to the extent such claim, expense, or liability results from any omission, fault, negligence, or other misconduct of Landlord or the officers, agents, or employees of Landlord on or about the Premises or the Building.

This indemnity and hold harmless agreement shall include, without limitation, indemnity against all expenses, attorney's fees and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel acceptable to Landlord. At the request of Landlord, Tenant shall defend any such claim or proceeding directly on behalf and for the benefit of Landlord.

9.2 THE TENANT'S RISK

The Tenant agrees to use and occupy the Premises and to use such other portions of the Building and the Lot as Tenant is herein given the right to use at Tenant's sole risk; and Landlord shall have no responsibility or liability for any loss or damage, however caused, to furnishings, fixtures, equipment, or other personal property of Tenant or of any persons claiming by, through, or under Tenant.

9.3 INJURY CAUSED BY THIRD PARTIES

The Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by,

through, or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, or its or their property, that may be occasioned by or through the acts or omissions of persons occupying any part of the Building, or for any loss or damage from the breaking, bursting, crossing, stopping, or leaking of electric cables and wires, and water, gas, sewer, or steam pipes, or like matters.

9.4 SECURITY

Tenant agrees that, in all events, Tenant is responsible for providing security to the Premises as outlined in the MA Department of Public Health RMD regulations and its own personnel.

ARTICLE X

10.1 PUBLIC LIABILITY INSURANCE

The Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, (a) a policy of commercial general liability insurance, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and completed operations liability, and (b) automobile liability insurance covering all owned vehicles, hired vehicles and all other non owned vehicles.

10.2 HAZARD INSURANCE

The Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy, reasonably satisfactory to Landlord, including, without limitation, the amount of any deductible thereunder, insuring any leasehold improvements paid for by Tenant and all fixtures, equipment, and other personal property of Tenant against damage or destruction by fire or other casualty in an amount equal to the full replacement cost of such property. Tenant shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord or the holder of any mortgage on the Premises, provided that such insurance is customarily carried in the area in which the Premises are located on property similar to the Building and that Tenant receives written notice specifying all such additional insurance as may be required. At Landlord's request, any such policies of insurance shall name any such mortgagee as loss payee under a standard mortgagee's clause.

Notwithstanding the foregoing, Tenant shall be permitted to self-insure its fixtures, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant, provided that at all times when Tenant so self-insures the same or any portion thereof, Tenant's net worth shall be equal to or greater than said property.

The Landlord shall maintain in full force throughout the Lease Term a policy of insurance upon the Building and its fixtures and equipment.

10.3 WAIVER OF SUBROGATION

Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their insurance companies shall have no right of subrogation against the other on account thereof. In the event that an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and nonsubrogation

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provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect any releases elsewhere contained in this Lease.

ARTICLE XI

11.1 RIGHTS OF TERMINATION FOR TAKING

If the Premises, or such portion thereof as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) physically unsuitable for Tenant's purposes, shall be taken (including a temporary taking in excess of 180 days) by condemnation or right of eminent domain or sold in lieu of condemnation, Landlord or Tenant may elect to terminate this Lease by giving notice to the other of such election not later than thirty (30) days after Tenant has been deprived of possession.

Further, if so much of the Building (which may include the Premises) or the Lot shall be so taken, condemned or sold or shall receive any direct or consequential damage by reason of anything done pursuant to public or quasi-public authority such that continued operation of the same would, in Landlord's opinion, be uneconomical, Landlord may elect to terminate this Lease by giving notice to Tenant of such election not later than thirty (30) days after the effective date of such taking.

Should any part of the Premises be so taken or condemned or receive such damage and should this Lease be not terminated in accordance with the foregoing provisions, Landlord shall promptly after the determination of Landlord's award on account thereof, expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit that is reasonably suitable to the uses of Tenant permitted hereunder. Should the net amount so awarded to Landlord be insufficient to cover the cost of so restoring the Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises to such an architectural unit, with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant within a reasonable time after Landlord has determined the estimated cost of such restoration.

11.2 PAYMENT OF AWARD

The Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building and the Lot and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. The Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

11.3 ABATEMENT OF RENT

In the event of any such taking of the Premises, the Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

11.4 MISCELLANEOUS

In no event shall Landlord have any obligation to make any repairs under this Article XIII if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, requirements of any applicable laws, codes, ordinances, rules, or regulations or requirements of any mortgagee. Further, Landlord shall not be obligated to make any repairs to any portions of the Premises or the Building which were constructed or installed by or for some party other than Landlord or which are not

the property of Landlord, and Tenant shall be obligated to perform any repairs on and restorations to any alterations, additions, or improvements to the Premises performed by or for the benefit of Tenant.

ARTICLE XII

12.1 TENANT'S DEFAULT

(a) If at any time any one or more of the following events (herein referred to as a "Default of Tenant") shall occur:

(i) Tenant shall fail to make payment of rent or any other monetary amount due under this lease within five (5) days after Landlord has sent to Tenant notice of such default.

However, if: (A) Landlord shall have sent to Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated; and (B) during the lease year in which said notice of default has been sent by Landlord to Tenant, Tenant thereafter shall default in any monetary payment, the same shall be deemed to be a Default of Tenant upon Landlord giving Tenant written notice thereof, without the five (5) day grace period set forth above; or

(ii) Tenant shall fail to perform or observe any other covenant or provision herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after notice to Tenant specifying such neglect or failure, or, if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity.

However, if (A) Landlord shall have sent to Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated; and (B) during the lease year in which said notice of default has been sent by Landlord to Tenant, Tenant thereafter shall default in any nonmonetary matter, the same shall be deemed to be a Default of Tenant upon Landlord giving Tenant written notice thereof, and Tenant shall have no grace period within which to cure the same; or

(iii) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts; or

(iv) Tenant shall vacate or abandon the Premises, then, in any such case, Landlord may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice, 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 by, through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies that might otherwise be used for arrears of rent or preceding breach of covenant and/or Landlord may terminate this Lease by notice to Tenant and this Lease shall come to an end on the date of such notice as fully and completely as if such date were on the date herein originally fixed for the expiration of the term of this Lease (Tenant hereby waiving any rights of redemption, if any, under G.L. c. 186, § 11 to extent that such rights may be lawfully waived), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as herein provided. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease. In the event of any such termination, entry or re-entry, Landlord shall have the right to remove and store Tenant's property and that of persons claiming by, through or under Tenant at the sole risk and expense of Tenant and, if Landlord so elects, (x) to sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant and pay the balance, if any, to Tenant, or (y) to dispose of such property in any manner in which Landlord shall elect, Tenant hereby agreeing to the fullest extent permitted by law that it shall have no right, title or interest in any property remaining in the Premises after

such termination, entry or reentry.

(b) Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or reentry by Landlord, whether by summary proceedings, termination or otherwise, 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 other charges reserved as they would become due under the terms of this Lease if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term, or for the whole thereof; but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees, attorney fees and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total Rent and other benefits that would have accrued to Landlord under this Lease for the remainder of the Lease Term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the Premises for what would be the then unexpired Lease Term if the same remained in effect. For purposes of this Article, if Landlord elects to require Tenant to pay damages in accordance with immediately preceding sentence, the total amount due shall be computed by assuming that Tenant's Proportionate Share of Taxes and Tenant's Proportionate Share of Operating Costs would be, for the balance of such unexpired term, the amount thereof respectively for the tax and lease years in which such termination, entry or reentry shall occur.

(c) In case of any Default of Tenant, reentry, entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms that may at Landlord's option be equal to or less than or exceed the period that would otherwise have constituted the balance of the Lease Term and may grant concessions or free rent to the extent that Landlord considers advisable or necessary to relet the Premises and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary for the purpose of reletting the Premises; and no action by Landlord in accordance with the foregoing shall operate or be construed to release Tenant from liability hereunder as aforesaid. It is specifically understood and agreed that Landlord shall be entitled to take into account in connection with any reletting of the Premises all relevant factors that would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises, such as, but not limited to, the first class quality of the Building and the financial responsibility of any such replacement tenant. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or, in the event that the Premises are relet, for failure to collect the rent under such reletting, and Tenant hereby waives, to the extent permitted by applicable law, any obligation Landlord may have to mitigate Tenant's damages. The Landlord agrees to list the Premises with a broker in the event of a termination, entry or reentry under this ARTICLE XII, provided that Landlord's obligation to list the Premises as provided herein is independent of Tenant's obligations under this ARTICLE XII and shall not be construed to entitle Tenant to setoff against any amounts payable by Tenant hereunder in the event of a breach or alleged breach by Landlord of such obligation. In no event shall Landlord be obligated to give priority to the reletting of the Premises over any other Premises in the Building or any other building owned by Landlord.

(d) If there is at any time a guarantor or assignee of this Lease or any interest of Tenant herein or any sublessee, franchisee, concessionee or licensee of all or any portion of the Premises, the happening of any of the events described in paragraph (a)(iii) of this Section with respect to such guarantor, assignee, sublessee, franchisee, concessionee or licensee shall constitute a Default of Tenant hereunder.

(e) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may, at any time, be entitled lawfully and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

(f) All costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorney fees and expenses) in enforcing its rights hereunder or occasioned by any Default of Tenant shall be paid by Tenant.

(g) Upon any Default of Tenant, or the expiration or termination of this Lease, Landlord shall have the right of summary process under G.L. c. 239, or other applicable statutes, and such other rights to recover possession as permitted by law. Tenant and Landlord each hereby waives any and all rights under the laws of any state to the right, if any, to trial by jury.

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Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy, insolvency or like proceedings 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 proved, whether or not the amount be greater than, equal to or less than the amount of the loss or damages referred to above.

12.2 LANDLORDS DEFAULT

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligation.

ARTICLE XIII

13.1 THE LANDLORD'S RIGHT OF ACCESS

The Landlord and its agents, contractors and employees shall have the right to enter the Premises at all reasonable hours upon reasonable advance notice, except in exigent circumstances, or any time in case of emergency, for the purpose of inspecting or of making repairs or alterations, to the Premises or the Building or additions to the Building, and Landlord shall also have the right to make access available at all reasonable hours to prospective or existing mortgagees or purchasers of any part of the Building. To assure access by Landlord to the Premises, Tenant shall provide Landlord with duplicate copies of all keys used by Tenant in providing access to the Premises.

For a period commencing twelve (12) months prior to the expiration of the Lease Term, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

ARTICLE XIV

14.1 SUBORDINATION AND ATTORNMENT

(a) If any holder of a mortgage or holder of a ground lease of property which includes the Premises, executed and recorded subsequent to the date of this Lease, shall so elect, the interest of Tenant hereunder shall be subordinate to the rights of such holder, provided that such holder shall agree to recognize in writing the rights of Tenant under this Lease upon the terms and conditions set forth herein, and the performance by Tenant of Tenant's obligations hereunder (but without any assumption by such holder of Landlord's obligations under this Lease); or

(b) If any holder of a mortgage or holder of a ground lease of property which includes the Premises executed and recorded prior to the date of this Lease shall so elect, this Lease, and the rights of Tenant hereunder, shall be superior in right to the rights of such holder, with the same force and effect as if this Lease had been executed and delivered, and recorded, or a statutory notice hereof recorded, prior to the execution, delivery and recording of any such mortgage.

The election of any such holder as to Subsection (a) above shall be exercised by notice to Tenant, in the same fashion as notices under this Lease are given by Landlord to Tenant, and, if such notice is given, such subordination shall be effective as to all advances then or thereafter made by such holder under such mortgage or in connection with such ground lease. Any election as to Subsection (b) above shall become effective upon either notice from such holder to Tenant in the same fashion as notices from Landlord to Tenant are to be given hereunder or by the recording in the appropriate registry or recorder's office of an instrument, in which such holder subordinates its rights under such mortgage or ground lease to this Lease.

(c) Forthwith upon the request of Landlord, the holder of any mortgage or deed of trust affecting the Premises, or the lessor under any ground lease affecting the Premises, Tenant shall execute and deliver to such party an attornment agreement providing that Tenant shall attorn to such holder or lessor in the event of a foreclosure of such mortgage or deed of trust or transfer in lieu thereof or a termination of such ground

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lease and incorporating such other terms and conditions as such party may reasonably require, provided that such agreement includes an agreement by such other party to recognize the rights of Tenant under this Lease. Irrespective of whether any such attornment agreement has been executed, Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Landlord, its successors or assigns, encumbering the Premises, or any part thereof, or in the event of termination of any ground lease, if so requested, attorn to the purchaser or ground lessor upon such foreclosure, sale or termination or upon any grant of a deed in lieu of foreclosure and recognize such purchaser or ground lessor as Landlord under this Lease.

d. Tenant agrees on request of Landlord to execute and deliver from time to time any instrument that Landlord may reasonably deem necessary to implement the provisions of this Section 16.1.

14.2 NOTICE TO MORTGAGEE AND GROUND LESSOR; OPPORTUNITY TO CURE

After receiving notice from any person, firm or other entity (or from Landlord on behalf of any such person, etc.) that it holds a mortgage that includes the Premises as part of the mortgaged premises, or that it is the ground lessor under a lease with Landlord as ground lessee, which includes the Premises as a part of the demised premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder or ground lessor, and the curing of any of Landlord's defaults by such holder or ground lessor shall be treated as performance by Landlord. Accordingly, no act or failure to act on the part of Landlord that would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder shall have such an effect unless and until:

(a) Tenant shall have first given written notice to such holder or ground lessor, if any, specifying the act or failure to act on the part of Landlord that could or would give basis to Tenant's rights; and

(b) Such holder or ground lessor, after receipt of such notice, has failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 16.2 or elsewhere in this Lease shall be deemed to impose any obligation on any such holder or ground lessor to correct or cure any such condition.

14.3 ASSIGNMENT OF RENTS

With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property that includes the Premises, Tenant agrees:

(a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder or ground lessor shall, by notice sent to Tenant, specifically otherwise elect; and

(b) that, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises, or in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor.

ARTICLE XV

15.1 CAPTIONS

The captions throughout this Lease are for convenience or reference only and shall in no way be held or deemed to define, limit, explain, describe, modify, or add to the interpretation, construction, or meaning of any provision of this Lease.

15.2 BIND AND INURE

Except as herein otherwise expressly provided, the obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The reference herein to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give

consent to a particular assignment as required by the provisions of Article VII. Neither the assignment by Landlord of its interest in this Lease as security to a lender holding a mortgage on the Building, nor the acceptance thereof by such lender, nor the exercise by such lender of any of its rights pursuant to said assignment shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually.

15.3 NO WAIVER

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed to be a waiver of such violation or to prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

15.4 NO ACCORD AND SATISFACTION

No acceptance by Landlord of a lesser sum than the minimum and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed to be 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 in this Lease or at law or in equity provided.

15.5 CUMULATIVE REMEDIES

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Except as otherwise set forth herein, any obligations of Tenant as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord) shall survive the expiration or earlier termination of this Lease, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any such obligation (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

15.6 PARTIAL INVALIDITY

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

15.7 LANDLORD'S RIGHT TO CURE

If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall

have the right, but not the obligation, to enter upon the Premises and/or to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing any such obligations, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Lease Interest Rate) and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

15.8 ESTOPPEL CERTIFICATES

Tenant agrees on the Term Commencement Date and from time to time thereafter, upon not less than fifteen (15) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, certifying that this Lease is unmodified and in full force and effect, that Tenant has no defenses, offsets or counterclaims against its obligations to pay rent and other charges required under this Lease and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications, and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Rent and other charges have been paid. Any such statement delivered pursuant to this Section 17.8 may be relied upon by any prospective purchaser or mortgagee of the property which includes the Premises or any prospective assignee of any such mortgagee.

15.9 BROKERAGE

Each party hereto warrants and represents that it has dealt with no real estate broker or agent in connection with this transaction and agrees to defend, indemnify and save the other party harmless from and against any and all claims for commissions or fees arising out of this Lease.

15.10 ENTIRE AGREEMENT

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. 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 Landlord shall alter, change, or modify any of the provisions hereof.

15.11 HOLDOVER

If Tenant remains in the Premises after the termination of this Lease, by its own terms or for any other reason, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only, at a daily rate equal to one hundred fifty percent (150%) of the Rent applicable immediately prior to such termination plus the then applicable additional rent and other charges under this Lease. Tenant shall also pay to Landlord all damages, direct or indirect, sustained by Landlord by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.

15.12 COUNTERPARTS

This Lease is executed in any number of counterparts, each copy of which is identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies.

15.13 CONSTRUCTION AND GRAMMATICAL USAGE

This Lease shall be governed, construed and interpreted in accordance with the laws of The

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Commonwealth of Massachusetts, and Tenant agrees to submit to the personal jurisdiction of any court (federal or state) in said Commonwealth for any dispute, claim or proceeding arising out of or relating to this Lease. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so admits or requires. If there be more than one party tenant, the covenants of Tenant shall be the joint and several obligations of each such party and, if Tenant is a partnership, the covenants of Tenant shall be the joint and several obligations of each of the partners and the obligations of the firm.

15.14 WHEN LEASE BECOMES BINDING

Employees or agents of 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.

15.15 SECURITY DEPOSIT

If, in Article 2 hereof, a security deposit is specified, Tenant agrees that the same will be paid upon execution and delivery of this Lease, and that Landlord shall hold the same, throughout the term of this Lease, as security for the performance by Tenant of all obligations on the part of Tenant to be kept and performed. In no event shall said security deposit be deemed to be a prepayment of rent nor shall it be considered a measure of liquidated damages. Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof, to apply such deposit, or any part thereof, to cure a default by Tenant hereunder or Landlord's damages arising from any default on the part of Tenant. If any amount of such deposit is so applied, Tenant shall pay the amount so applied to Landlord upon demand therefore. Tenant not then being in default, Landlord shall return the deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Section 15.15 to Tenant on the expiration or earlier termination of the Lease Term and surrender of possession of the Premises by Tenant to Landlord. While Landlord holds such deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the deposit or any part thereof not previously applied may be turned over by Landlord to Landlord's grantee, and if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Section 15.15 and the return thereof in accordance herewith.

Neither a successor landlord, the holder of a mortgage nor the lessor in a ground lease of property which includes the Premises shall ever be responsible to Tenant for the return or application of any such deposit, whether or not it succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such successor, holder or ground lessor.

15.16 LANDLORD'S ENFORCEMENT EXPENSES

Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all fees and expenses (including, without limitation, attorneys' fees and costs) incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Premises, including without limitation, any breach by the Tenant of its obligations hereunder, irrespective of whether Landlord resorts to litigation as a result thereof.

15.17 NO SURRENDER

The delivery of keys to any employee of Landlord or to Landlord's agents or employees shall not operate as

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a termination of this Lease or a surrender of the Premises.

15.18 COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent, additional rent, and other sums due hereunder and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Premises during the term hereof, without hindrance or ejection by Landlord or by any persons claiming under Landlord; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

15.19 NO PERSONAL LIABILITY OF THE LANDLORD

The Tenant agrees to look solely to Landlord's then equity interest in the Building and the Lot at the time owned, or in which Landlord holds an interest as ground lessee, for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee, or other fiduciary) nor any partner, policyholder, officer, manager, member, shareholder or director of Landlord, nor any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

15.20 NOTICES

Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid or by so-called "express" mail (such as Federal Express or U.S. Postal Service Express Mail):

If intended for Landlord, addressed to COMPLEMENTARY REALTY, LLC. at the address set forth in Section 1.2 or to such other addresses as may from time to time hereafter be designated by Landlord by like notice.

If intended for Tenant, addressed to Tenant at the address set forth on the first page of this Lease or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice.

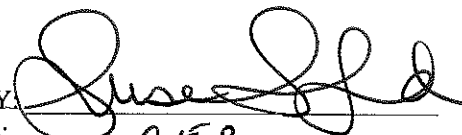
All such notices shall be effective upon delivery, attempted delivery, or refusal, whichever occurs first, at the address or addresses of the intended recipient, as set forth above.


IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal as of the date set forth in Section 1.2, above.

LANDLORD:

TENANT:

BY: 
Its: member
11/15/13

BY: 
Its: CEO
11/15/13

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**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: Greenleaf MV Compassionate Care, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
489 State Road, West Tisbury, MA	Dukes	Lease

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**COMPLEMENTARY REALTY, LLC
COMMERCIAL LEASE**

This instrument is an indenture of lease by and between COMPLEMENTARY REALTY, LLC. (Landlord") and GREENLEAF MV COMPASSIONATE CARE, INC. ("Tenant").

The parties to this instrument hereby agree with each other as follows:

ARTICLE I

1.1 INTRODUCTION

As further supplemented in the balance of this instrument the following sets forth the basic terms of this Lease, and, where appropriate, constitutes definitions of certain terms used in this Lease.

1.2 PARTIES

COMPLEMENTARY REALTY, LLC, a duly organized Massachusetts Limited Liability Company (LLC) with a principle place of business at 3 Sand Castle Lane, Aquinnah, Massachusetts, 02535, with a mailing address of P.O. Box 951 West Tisbury, Massachusetts, 02575, LANDLORD, which expression shall include its successors, and assigns where the context so admits, does hereby lease to

GREENLEAF MV COMPASSIONATE CARE, INC. , a not for profit Massachusetts corporation with a principle place of business at 489 State Road, West Tisbury, MA. with a mailing address of P.O. Box 951 West Tisbury, Massachusetts, 02575, TENANT which expression shall include its successors, and assigns where the context so admits, does hereby lease the following described premises.

1.3 DESCRIPTION OF PREMISES

The Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the premises and the Building (the "Premises") described as 489 State Road, West Tisbury, Massachusetts.

ARTICLE II

2.1 RENT

The TENANT shall pay rent for the first twelve (12) months of the term, February 1, 2014 through and including December 31, 2024, to the LANDLORD at the rate of THREE THOUSAND DOLLARS per month. The foregoing rent shall be due in monthly installments, without notice, set-off or offset.

2.2 APPURTENANT RIGHTS AND RESERVATIONS

Tenant shall have, as appurtenant to the Premises, rights to use in common with others entitled thereto the common facilities included in the Building or the land on which the Building is located (the "Lot"), including common walkways, driveways, lobbies, hallways, ramps, and stairways. Such rights shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable notice, and to the right of Landlord to designate and to change from time to time the areas and facilities so to be used, provided that such changes do not unreasonably interfere with the use of the Premises for the Permitted Use.

2.3 REPAIRS AND MAINTENANCE

The Landlord reserves the right to install, use, maintain, repair and replace in the Premises (but in such

manner as not unreasonably to interfere with Tenant's use of the Premises) utility lines, shafts, pipes, and the like, in, over and upon the Premises, provided that the same are located above the dropped ceiling (or, if there is no dropped ceiling, then within three (3) feet of the roof deck), below the floor surfaces or tight against demising walls or columns. Landlord agrees to repair any damage to the Premises caused by the installation of any such items. Such utility lines, shafts, pipes and the like shall not be deemed part of the Premises under this Lease. The Landlord also reserves the right to alter or relocate any common facility, provided that substitutions are at least equivalent in quality and functional utility to the common facilities as of the date of this Lease, and to change the lines of the Lot.

ARTICLE III

3.1 TERM OF LEASE

The term of this Lease shall be for TEN (10) years, the "Lease Term". The lease term shall commence on February 1, 2014 the "Term Commencement Date" and shall end on December 31, 2024. "Term Completion Date"

3.2 CONDITION OF PREMISES

Tenant acknowledges that it has inspected the Premises and agrees to accept same in its "as is" condition, and further Tenant agrees that Landlord has no obligation to perform any work whatsoever in order to prepare the Premises for Tenant's occupancy hereunder.

3.3 EXTENSION OPTION

Tenant may elect to extend the term of this Lease for one TEN (10) year period (the "Extension Term"), by giving Landlord notice of such election not earlier than TWENTY-FOUR (24) months nor later than TWELVE (12) months before the expiration of the Lease Term, provided Tenant is not in default on the date such notice is given or on the commencement date of the Extension Term. Such extension shall be upon the same terms, covenants, and conditions contained in this Lease except that Tenant shall have no further right to extend the Lease Term and except that the Rent for the Extension Term shall be at a rate equal to the greater of no more than 10% increase per year.

ARTICLE IV

4.1 RENT PAYMENTS

The Rent (at the rates specified in Section 2.1 hereof) and the additional rent or other charges payable pursuant to this Lease (collectively the "Rent") shall be payable by Tenant to Landlord at the Landlord's Address or such other place as Landlord may from time to time designate by notice to Tenant without any demand whatsoever except as otherwise specifically provided in this Lease and without any counterclaim, offset or deduction whatsoever. Rent shall be made payable to the order of COMPLEMENTARY REALTY, LLC. or to the prescribed designee/ees of COMPLEMENTARY REALTY, LLC.


Any other charges payable by Tenant on a monthly basis, as hereinafter provided, shall be payable in advance on the first day of each and every calendar month during the term of this Lease.

4.2 TAXES

Tenant shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other personal property placed in and upon the Premises by Tenant.

ARTICLE V

5.1 PERMITTED USE

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Tenant agrees that the Premises shall be used and occupied by Tenant for the purposes specified herein, and for no other purpose or purposes. Tenant shall conduct operations of a Registered Marijuana Dispensary and the associated functions as outlined in the state regulations and licensure terms

The Tenant shall comply and shall cause its employees, agents, and invitees to comply with such reasonable rules and regulations as Landlord shall from time to time establish for the proper regulation of the Building and the Lot, provided that Landlord gives Tenant reasonable advance notice thereof and that such additional rules and regulations shall be of general application to all the tenants in the Building, except where different circumstances justify different treatment.

5.2 COMPLIANCE WITH LAWS

Tenant agrees that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper or contrary to any law, ordinance, by-law, code, rule, regulation or order applicable in the municipality in which the Premises are located or which will disturb the quiet enjoyment of the other tenants of the Building. Tenant shall obtain any and all approvals, permits, licenses, variances and the like from state governmental or quasi-governmental authorities, including without limitation any Architectural Access Board and Board of Fire Underwriters (collectively, "Approvals") which are required for Tenant's use of the Premises, including, without limitation, any which may be required for any construction work and installations, alterations or additions made by Tenant to, in, on or about the Premises; provided, however, that Tenant shall not seek or apply for any Approvals without first having given Landlord a reasonable opportunity to review any applications for Approvals and all materials and plans to be submitted in connection therewith and obtaining Landlord's written consent, which consent shall not be unreasonably withheld. In any event, Tenant shall be responsible for all costs, expenses, and fees in connection with obtaining all Approvals. Without limiting the general application of the foregoing, Tenant shall be responsible for compliance of the Premises, including, without limitation, any alterations it may make to the Premises with the requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same may be amended from time to time (collectively, the "ADA"). The Landlord shall be responsible for the compliance with the requirements of the ADA of (x) the common areas of the Building and Lot and (y) the access to the Premises from the common areas. Tenant's inability to obtain or delay in obtaining any such Approval shall in no event reduce, delay, or terminate Tenant's rental, payment, and performance obligations hereunder. Tenant shall, at its own cost and expense, (i) make all installations, repairs, alterations, additions, or improvements to the Premises required by any law, ordinance, by-law, code, rule, regulation or order of any governmental or quasi-governmental authority; (ii) keep the Premises equipped with all required safety equipment and appliances; and (iii) comply with all laws, ordinances, codes, rules, regulations and orders and the requirements of Landlord's and Tenant's insurers applicable to the Premises, Building and Lot. Tenant shall not place a load upon any floor in the Premises exceeding the lesser of (a) the floor load per square foot of area which such floor was designed to carry as certified by Landlord's architect and (b) the floor load per square foot of area which is allowed by law. Landlord reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight.

5.3 INSURANCE RISKS

Tenant shall not permit any use of the Premises which will make voidable or, unless Tenant pays the extra insurance premium attributable thereto as provided below, increase the premiums for any insurance on the Building or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association (or any successor organization) or which shall require any alteration or addition to the Building. Tenant shall, within thirty (30) days after written demand therefor, reimburse Landlord and all other tenants for the costs of all extra insurance premiums caused by Tenant's use of the Premises. Any such amounts shall be deemed to be additional rent hereunder.

5.4 ELECTRICAL EQUIPMENT

The Tenant shall not, without Landlord's written consent in each instance, connect to the electrical

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distribution system any fixtures, appliances, or equipment which will operate individually or collectively at a wattage in excess of the capacity of the electrical system serving the Premises as the same may be reasonably determined by Landlord and Landlord may audit Tenant's use of electric power to determine Tenant's compliance herewith.

5.5 TENANT'S OPERATIONAL COVENANTS

(a) Affirmative Covenants

In regard to the use and occupancy of the Premises, Tenant will at its expense: (1) keep the inside and outside of all glass in the doors and windows of the Premises reasonably clean; (2) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (3) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed; (4) keep all mechanical apparatus free of vibration and loud noise which may be transmitted beyond the Premises; and (5) comply with and observe all rules and regulations reasonably established by Landlord from time to time.

(b) Negative Covenants

In regard to the use and occupancy of the Premises and common areas, Tenant will not: (7) place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any corridor, stairway, sidewalk or common area; (8) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (9) cause or permit objectionable odors to emanate or to be dispelled from the Premises; or (10) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building, or use or permit the use of any portion of the Premises for any unlawful purpose.

ARTICLE VI

6.1 INSTALLATIONS, ALTERATIONS, AND ADDITIONS

Tenant may make structural installations, alterations, or additions to the Premises, and may make nonstructural installations, alterations or additions provided that Landlord consents thereto in advance and in writing, which consent shall not be unreasonably withheld, delayed or conditioned as to work in the existing industrial space that will not affect the utility or building service systems or equipment. In any event, Tenant shall not demolish the existing office space in the Premises, without the prior written approval of Landlord, which approval may be withheld in Landlord's sole and absolute discretion. In no event shall Landlord's approval of any proposed installations, alterations, or additions to the Premises, whether in connection with Tenant's initial leasehold improvements or otherwise, constitute a representation by Landlord that such work complies with the requirements of any applicable law or regulation, including without limitation the requirements of the ADA. Any installations, alterations, or additions made by Tenant shall be at Tenant's sole cost and expense and shall be done in a good and workmanlike manner using materials of a quality at least equivalent to that of the existing improvements and in compliance with the requirements of Section 5.2; and prior to Tenant's use of the Premises, after the performance of any such work, Tenant shall procure certificates of occupancy and any other required certificates. Tenant shall not suffer or permit any mechanics' or similar liens to be placed upon the Premises for labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record forthwith without cost to Landlord.

6.2 REPAIRS AND MAINTENANCE TENANT OBLIGATIONS

From and after the date that possession of the Premises is delivered to Tenant and until the end of the Lease

Term, Tenant shall keep the Premises and every part thereof in good order, condition, and repair, reasonable wear and tear and damage by casualty, as a result of condemnation, or as a result of the failure of Landlord to provide services required to be provided hereunder only excepted; and shall return the Premises to Landlord at the expiration or earlier termination of the Lease Term in such condition.

6.3 REPAIRS AND MAINTENANCE LANDLORD OBLIGATIONS

Except as may be provided in herein, Landlord agrees to keep in good order, condition, and repair the structural components and the roof of the Building, the common utility and Building systems, the common hallways, entrances, restrooms and elevators, the paved surface of the parking areas serving the Building and the sprinkler system to the extent the same is located outside the Premises (Tenant being responsible for all portions of the sprinkler system located within the Premises), except that Tenant shall reimburse Landlord, as additional rent hereunder, for the costs of maintaining, repairing, or otherwise correcting any condition caused by an act, omission, neglect or default under this Lease of Tenant or any employee, agent, or contractor of Tenant or any other party for whose conduct Tenant is responsible. Without limitation, Landlord shall not be responsible to make any improvements or repairs other than as expressly provided herein, and Landlord shall not be liable for any failure to make such repairs unless Tenant has given notice to Landlord of the need to make such repairs and Landlord has failed to commence to make such repairs within a reasonable time thereafter.

ARTICLE VII

7.1 ASSIGNMENT AND SUBLETTING

In any case where Landlord shall consent to any assignment or subletting, Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of this Lease or any further assignment, other transfer, or subleasing and Tenant hereby irrevocably consents to any and all such transactions. Tenant agrees to pay to Landlord, within fifteen (15) days of billing therefore, all reasonable legal and other out-of-pocket expenses incurred by Landlord in connection with any request to assign or sublet. It shall be a condition of the validity of any permitted assignment or subletting that the assignee or sublessee agree directly with Landlord, in form satisfactory to Landlord, to be bound by all Tenant obligations hereunder, including, without limitation, the obligation to pay all Rent and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting.

7.2 ACCEPTANCE OF RENT FROM TRANSFEREE

The acceptance by Landlord of the payment of Rent, additional rent, or other charges following assignment, subletting, or other transfer prohibited by this Article VII shall not be deemed to be a consent by Landlord to any such assignment, subletting, or other transfer, nor shall the same constitute a waiver of any right or remedy of Landlord.

ARTICLE VIII

8.1 OPERATIONS/PROPERTY MANAGEMENT

The Tenant agrees to cause the parking areas, driveways, and walkways on the Lot to be kept clear of accumulations of dirt, litter, rubbish, ice and snow, cause the landscaping on the Lot to be kept in a neat and attractive condition, keep the parking areas on the lot lighted as necessary from the hours of 6:00 a.m. until 8:00 p.m. and perform its obligations with respect to maintenance and repair set forth in Section 6 above. Except as expressly set forth in the preceding sentence, Tenant acknowledges that this is a fully net lease and agrees to contract separately for all utilities and building and other services required for Tenant's use and occupancy of the Premises hereunder. Upon the request of Tenant from time to time, Landlord shall use reasonable efforts to provide services at hours other than the times set forth above and Tenant shall reimburse Landlord as additional rent for the cost of such services within thirty (30) days after invoice

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therefore. Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Term Commencement Date of this Lease. Tenant shall not, without first having obtained Landlord's prior written consent, install or use any additional air-conditioning or heating equipment in the Premises. In the event that Tenant should require additional utilities, appliances, machines or equipment, the installation, maintenance and costs thereof shall be Tenant's sole obligation, provided that any such installation shall require the written consent of Landlord, which consent Landlord shall not unreasonably withhold.

8.2 SEPARATELY METERED UTILITIES

Tenant shall pay directly to the utility, as they become due, all bills for electricity, gas, water and sewer, and other utilities (whether they are used for furnishing heat or for other purposes) that are furnished to the Premises and now or hereafter separately metered or billed by the utility to the Premises. If any utilities used or consumed by Tenant are not separately metered, Tenant shall pay its allocable share of such utilities, based on use, as determined by Landlord.

ARTICLE IX

9.1 THE TENANT'S INDEMNITY

The Tenant shall indemnify and save harmless Landlord, the directors, officers, agents, and employees of Landlord, against and from all claims, expenses, or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by Tenant or Tenant's contractors, licensees, agents, servants, or employees under any of the terms or covenants of this Lease (including without limitation any violation of Landlord's Rules and Regulations and any failure to maintain or repair equipment or installations to be maintained or repaired by Tenant hereunder) or the failure of Tenant or such persons to comply with any rule, order, regulation, or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or the Building, or Tenant's use thereof; or (b) arising directly or indirectly from any accident, injury, or damage, however caused, to any person or property, on or about the Premises; or (c) arising directly or indirectly from any accident, injury, or damage to any person or property occurring outside the Premises but within the Building or on the Lot, where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission, or negligence on the part of Tenant, or Tenant's contractors, licensees, agents, servants, employees or customers, or anyone claiming by or through Tenant: provided, however, that in no event shall Tenant be obligated under this clause (c) to indemnify Landlord, the directors, officers, agents, or employees of Landlord, to the extent such claim, expense, or liability results from any omission, fault, negligence, or other misconduct of Landlord or the officers, agents, or employees of Landlord on or about the Premises or the Building.

This indemnity and hold harmless agreement shall include, without limitation, indemnity against all expenses, attorney's fees and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel acceptable to Landlord. At the request of Landlord, Tenant shall defend any such claim or proceeding directly on behalf and for the benefit of Landlord.

9.2 THE TENANT'S RISK

The Tenant agrees to use and occupy the Premises and to use such other portions of the Building and the Lot as Tenant is herein given the right to use at Tenant's sole risk; and Landlord shall have no responsibility or liability for any loss or damage, however caused, to furnishings, fixtures, equipment, or other personal property of Tenant or of any persons claiming by, through, or under Tenant.

9.3 INJURY CAUSED BY THIRD PARTIES

The Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by,

through, or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, or its or their property, that may be occasioned by or through the acts or omissions of persons occupying any part of the Building, or for any loss or damage from the breaking, bursting, crossing, stopping, or leaking of electric cables and wires, and water, gas, sewer, or steam pipes, or like matters.

9.4 SECURITY

Tenant agrees that, in all events, Tenant is responsible for providing security to the Premises as outlined in the MA Department of Public Health RMD regulations and its own personnel.

ARTICLE X

10.1 PUBLIC LIABILITY INSURANCE

The Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, (a) a policy of commercial general liability insurance, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and completed operations liability, and (b) automobile liability insurance covering all owned vehicles, hired vehicles and all other non owned vehicles.

10.2 HAZARD INSURANCE

The Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy, reasonably satisfactory to Landlord, including, without limitation, the amount of any deductible thereunder, insuring any leasehold improvements paid for by Tenant and all fixtures, equipment, and other personal property of Tenant against damage or destruction by fire or other casualty in an amount equal to the full replacement cost of such property. Tenant shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord or the holder of any mortgage on the Premises, provided that such insurance is customarily carried in the area in which the Premises are located on property similar to the Building and that Tenant receives written notice specifying all such additional insurance as may be required. At Landlord's request, any such policies of insurance shall name any such mortgagee as loss payee under a standard mortgagee's clause.

Notwithstanding the foregoing, Tenant shall be permitted to self-insure its fixtures, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant, provided that at all times when Tenant so self-insures the same or any portion thereof, Tenant's net worth shall be equal to or greater than said property.

The Landlord shall maintain in full force throughout the Lease Term a policy of insurance upon the Building and its fixtures and equipment.

10.3 WAIVER OF SUBROGATION

Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in The Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their insurance companies shall have no right of subrogation against the other on account thereof. In the event that an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and nonsubrogation

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provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect any releases elsewhere contained in this Lease.

ARTICLE XI

11.1 RIGHTS OF TERMINATION FOR TAKING

If the Premises, or such portion thereof as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) physically unsuitable for Tenant's purposes, shall be taken (including a temporary taking in excess of 180 days) by condemnation or right of eminent domain or sold in lieu of condemnation, Landlord or Tenant may elect to terminate this Lease by giving notice to the other of such election not later than thirty (30) days after Tenant has been deprived of possession.

Further, if so much of the Building (which may include the Premises) or the Lot shall be so taken, condemned or sold or shall receive any direct or consequential damage by reason of anything done pursuant to public or quasi-public authority such that continued operation of the same would, in Landlord's opinion, be uneconomical, Landlord may elect to terminate this Lease by giving notice to Tenant of such election not later than thirty (30) days after the effective date of such taking.

Should any part of the Premises be so taken or condemned or receive such damage and should this Lease be not terminated in accordance with the foregoing provisions, Landlord shall promptly after the determination of Landlord's award on account thereof, expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit that is reasonably suitable to the uses of Tenant permitted hereunder. Should the net amount so awarded to Landlord be insufficient to cover the cost of so restoring the Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises to such an architectural unit, with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant within a reasonable time after Landlord has determined the estimated cost of such restoration.

11.2 PAYMENT OF AWARD

The Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building and the Lot and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. The Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

11.3 ABATEMENT OF RENT

In the event of any such taking of the Premises, the Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

11.4 MISCELLANEOUS

In no event shall Landlord have any obligation to make any repairs under this Article XIII if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, requirements of any applicable laws, codes, ordinances, rules, or regulations or requirements of any mortgagee. Further, Landlord shall not be obligated to make any repairs to any portions of the Premises or the Building which were constructed or installed by or for some party other than Landlord or which are not

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the property of Landlord, and Tenant shall be obligated to perform any repairs on and restorations to any alterations, additions, or improvements to the Premises performed by or for the benefit of Tenant.

ARTICLE XII

12.1 TENANT'S DEFAULT

(a) If at any time any one or more of the following events (herein referred to as a "Default of Tenant") shall occur:

(i) Tenant shall fail to make payment of rent or any other monetary amount due under this lease within five (5) days after Landlord has sent to Tenant notice of such default.

However, if: (A) Landlord shall have sent to Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated; and (B) during the lease year in which said notice of default has been sent by Landlord to Tenant, Tenant thereafter shall default in any monetary payment, the same shall be deemed to be a Default of Tenant upon Landlord giving Tenant written notice thereof, without the five (5) day grace period set forth above; or

(ii) Tenant shall fail to perform or observe any other covenant or provision herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after notice to Tenant specifying such neglect or failure, or, if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity.

However, if (A) Landlord shall have sent to Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated; and (B) during the lease year in which said notice of default has been sent by Landlord to Tenant, Tenant thereafter shall default in any nonmonetary matter, the same shall be deemed to be a Default of Tenant upon Landlord giving Tenant written notice thereof, and Tenant shall have no grace period within which to cure the same; or

(iii) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts; or

(iv) Tenant shall vacate or abandon the Premises,

then, in any such case, Landlord may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice, 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 by, through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies that might otherwise be used for arrears of rent or preceding breach of covenant and/or Landlord may terminate this Lease by notice to Tenant and this Lease shall come to an end on the date of such notice as fully and completely as if such date were on the date herein originally fixed for the expiration of the term of this Lease (Tenant hereby waiving any rights of redemption, if any, under G.L. c. 186, § 11 to extent that such rights may be lawfully waived), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as herein provided. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease. In the event of any such termination, entry or re-entry, Landlord shall have the right to remove and store Tenant's property and that of persons claiming by, through or under Tenant at the sole risk and expense of Tenant and, if Landlord so elects, (x) to sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant and pay the balance, if any, to Tenant, or (y) to dispose of such property in any manner in which Landlord shall elect, Tenant hereby agreeing to the fullest extent permitted by law that it shall have no right, title or interest in any property remaining in the Premises after

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such termination, entry or reentry.

(b) Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or reentry by Landlord, whether by summary proceedings, termination or otherwise, 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 other charges reserved as they would become due under the terms of this Lease if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term, or for the whole thereof; but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees, attorney fees and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total Rent and other benefits that would have accrued to Landlord under this Lease for the remainder of the Lease Term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the Premises for what would be the then unexpired Lease Term if the same remained in effect. For purposes of this Article, if Landlord elects to require Tenant to pay damages in accordance with immediately preceding sentence, the total amount due shall be computed by assuming that Tenant's Proportionate Share of Taxes and Tenant's Proportionate Share of Operating Costs would be, for the balance of such unexpired term, the amount thereof respectively for the tax and lease years in which such termination, entry or reentry shall occur.

(c) In case of any Default of Tenant, reentry, entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms that may at Landlord's option be equal to or less than or exceed the period that would otherwise have constituted the balance of the Lease Term and may grant concessions or free rent to the extent that Landlord considers advisable or necessary to relet the Premises and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary for the purpose of reletting the Premises; and no action by Landlord in accordance with the foregoing shall operate or be construed to release Tenant from liability hereunder as aforesaid. It is specifically understood and agreed that Landlord shall be entitled to take into account in connection with any reletting of the Premises all relevant factors that would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises, such as, but not limited to, the first class quality of the Building and the financial responsibility of any such replacement tenant. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or, in the event that the Premises are relet, for failure to collect the rent under such reletting, and Tenant hereby waives, to the extent permitted by applicable law, any obligation Landlord may have to mitigate Tenant's damages. The Landlord agrees to list the Premises with a broker in the event of a termination, entry or reentry under this ARTICLE XII, provided that Landlord's obligation to list the Premises as provided herein is independent of Tenant's obligations under this ARTICLE XII and shall not be construed to entitle Tenant to setoff against any amounts payable by Tenant hereunder in the event of a breach or alleged breach by Landlord of such obligation. In no event shall Landlord be obligated to give priority to the reletting of the Premises over any other Premises in the Building or any other building owned by Landlord.

(d) If there is at any time a guarantor or assignee of this Lease or any interest of Tenant herein or any sublessee, franchisee, concessionee or licensee of all or any portion of the Premises, the happening of any of the events described in paragraph (a)(iii) of this Section with respect to such guarantor, assignee, sublessee, franchisee, concessionee or licensee shall constitute a Default of Tenant hereunder.

(e) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may, at any time, be entitled lawfully and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

(f) All costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorney fees and expenses) in enforcing its rights hereunder or occasioned by any Default of Tenant shall be paid by Tenant.

(g) Upon any Default of Tenant, or the expiration or termination of this Lease, Landlord shall have the right of summary process under G.L. c. 239, or other applicable statutes, and such other rights to recover possession as permitted by law. Tenant and Landlord each hereby waives any and all rights under the laws of any state to the right, if any, to trial by jury.



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Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy, insolvency or like proceedings 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 proved, whether or not the amount be greater than, equal to or less than the amount of the loss or damages referred to above.

12.2 LANDLORDS DEFAULT

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligation.

ARTICLE XIII

13.1 THE LANDLORD'S RIGHT OF ACCESS

The Landlord and its agents, contractors and employees shall have the right to enter the Premises at all reasonable hours upon reasonable advance notice, except in exigent circumstances, or any time in case of emergency, for the purpose of inspecting or of making repairs or alterations, to the Premises or the Building or additions to the Building, and Landlord shall also have the right to make access available at all reasonable hours to prospective or existing mortgagees or purchasers of any part of the Building. To assure access by Landlord to the Premises, Tenant shall provide Landlord with duplicate copies of all keys used by Tenant in providing access to the Premises.

For a period commencing twelve (12) months prior to the expiration of the Lease Term, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

ARTICLE XIV

14.1 SUBORDINATION AND ATTORNMENT

(a) If any holder of a mortgage or holder of a ground lease of property which includes the Premises, executed and recorded subsequent to the date of this Lease, shall so elect, the interest of Tenant hereunder shall be subordinate to the rights of such holder, provided that such holder shall agree to recognize in writing the rights of Tenant under this Lease upon the terms and conditions set forth herein, and the performance by Tenant of Tenant's obligations hereunder (but without any assumption by such holder of Landlord's obligations under this Lease); or

(b) If any holder of a mortgage or holder of a ground lease of property which includes the Premises executed and recorded prior to the date of this Lease shall so elect, this Lease, and the rights of Tenant hereunder, shall be superior in right to the rights of such holder, with the same force and effect as if this Lease had been executed and delivered, and recorded, or a statutory notice hereof recorded, prior to the execution, delivery and recording of any such mortgage.

The election of any such holder as to Subsection (a) above shall be exercised by notice to Tenant, in the same fashion as notices under this Lease are given by Landlord to Tenant, and, if such notice is given, such subordination shall be effective as to all advances then or thereafter made by such holder under such mortgage or in connection with such ground lease. Any election as to Subsection (b) above shall become effective upon either notice from such holder to Tenant in the same fashion as notices from Landlord to Tenant are to be given hereunder or by the recording in the appropriate registry or recorder's office of an instrument, in which such holder subordinates its rights under such mortgage or ground lease to this Lease.

(c) Forthwith upon the request of Landlord, the holder of any mortgage or deed of trust affecting the Premises, or the lessor under any ground lease affecting the Premises, Tenant shall execute and deliver to such party an attornment agreement providing that Tenant shall attorn to such holder or lessor in the event of a foreclosure of such mortgage or deed of trust or transfer in lieu thereof or a termination of such ground

lease and incorporating such other terms and conditions as such party may reasonably require, provided that such agreement includes an agreement by such other party to recognize the rights of Tenant under this Lease. Irrespective of whether any such attornment agreement has been executed, Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Landlord, its successors or assigns, encumbering the Premises, or any part thereof, or in the event of termination of any ground lease, if so requested, attorn to the purchaser or ground lessor upon such foreclosure, sale or termination or upon any grant of a deed in lieu of foreclosure and recognize such purchaser or ground lessor as Landlord under this Lease.

d. Tenant agrees on request of Landlord to execute and deliver from time to time any instrument that Landlord may reasonably deem necessary to implement the provisions of this Section 16.1.

14.2 NOTICE TO MORTGAGEE AND GROUND LESSOR; OPPORTUNITY TO CURE

After receiving notice from any person, firm or other entity (or from Landlord on behalf of any such person, etc.) that it holds a mortgage that includes the Premises as part of the mortgaged premises, or that it is the ground lessor under a lease with Landlord as ground lessee, which includes the Premises as a part of the demised premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder or ground lessor, and the curing of any of Landlord's defaults by such holder or ground lessor shall be treated as performance by Landlord. Accordingly, no act or failure to act on the part of Landlord that would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder shall have such an effect unless and until:

(a) Tenant shall have first given written notice to such holder or ground lessor, if any, specifying the act or failure to act on the part of Landlord that could or would give basis to Tenant's rights; and

(b) Such holder or ground lessor, after receipt of such notice, has failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 16.2 or elsewhere in this Lease shall be deemed to impose any obligation on any such holder or ground lessor to correct or cure any such condition.

14.3 ASSIGNMENT OF RENTS

With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property that includes the Premises, Tenant agrees:

(a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder or ground lessor shall, by notice sent to Tenant, specifically otherwise elect; and

(b) that, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises, or in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor.

ARTICLE XV

15.1 CAPTIONS

The captions throughout this Lease are for convenience or reference only and shall in no way be held or deemed to define, limit, explain, describe, modify, or add to the interpretation, construction, or meaning of any provision of this Lease.

15.2 BIND AND INURE

Except as herein otherwise expressly provided, the obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The reference herein to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give



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consent to a particular assignment as required by the provisions of Article VII. Neither the assignment by Landlord of its interest in this Lease as security to a lender holding a mortgage on the Building, nor the acceptance thereof by such lender, nor the exercise by such lender of any of its rights pursuant to said assignment shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually.

15.3 NO WAIVER

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed to be a waiver of such violation or to prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

15.4 NO ACCORD AND SATISFACTION

No acceptance by Landlord of a lesser sum than the minimum and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed to be 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 in this Lease or at law or in equity provided.

15.5 CUMULATIVE REMEDIES

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Except as otherwise set forth herein, any obligations of Tenant as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord) shall survive the expiration or earlier termination of this Lease, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any such obligation (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

15.6 PARTIAL INVALIDITY

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

15.7 LANDLORD'S RIGHT TO CURE

If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall

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have the right, but not the obligation, to enter upon the Premises and/or to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing any such obligations, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Lease Interest Rate) and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

15.8 ESTOPPEL CERTIFICATES

Tenant agrees on the Term Commencement Date and from time to time thereafter, upon not less than fifteen (15) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, certifying that this Lease is unmodified and in full force and effect, that Tenant has no defenses, offsets or counterclaims against its obligations to pay rent and other charges required under this Lease and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications, and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Rent and other charges have been paid. Any such statement delivered pursuant to this Section 17.8 may be relied upon by any prospective purchaser or mortgagee of the property which includes the Premises or any prospective assignee of any such mortgagee.

15.9 BROKERAGE

Each party hereto warrants and represents that it has dealt with no real estate broker or agent in connection with this transaction and agrees to defend, indemnify and save the other party harmless from and against any and all claims for commissions or fees arising out of this Lease.

15.10 ENTIRE AGREEMENT

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. 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 Landlord shall alter, change, or modify any of the provisions hereof.

15.11 HOLDOVER

If Tenant remains in the Premises after the termination of this Lease, by its own terms or for any other reason, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only, at a daily rate equal to one hundred fifty percent (150%) of the Rent applicable immediately prior to such termination plus the then applicable additional rent and other charges under this Lease. Tenant shall also pay to Landlord all damages, direct or indirect, sustained by Landlord by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.

15.12 COUNTERPARTS

This Lease is executed in any number of counterparts, each copy of which is identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies.

15.13 CONSTRUCTION AND GRAMMATICAL USAGE

This Lease shall be governed, construed and interpreted in accordance with the laws of The

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Commonwealth of Massachusetts, and Tenant agrees to submit to the personal jurisdiction of any court (federal or state) in said Commonwealth for any dispute, claim or proceeding arising out of or relating to this Lease. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so admits or requires. If there be more than one party tenant, the covenants of Tenant shall be the joint and several obligations of each such party and, if Tenant is a partnership, the covenants of Tenant shall be the joint and several obligations of each of the partners and the obligations of the firm.

15.14 WHEN LEASE BECOMES BINDING

Employees or agents of 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.

15.15 SECURITY DEPOSIT

If, in Article 2 hereof, a security deposit is specified, Tenant agrees that the same will be paid upon execution and delivery of this Lease, and that Landlord shall hold the same, throughout the term of this Lease, as security for the performance by Tenant of all obligations on the part of Tenant to be kept and performed. In no event shall said security deposit be deemed to be a prepayment of rent nor shall it be considered a measure of liquidated damages. Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof, to apply such deposit, or any part thereof, to cure a default by Tenant hereunder or Landlord's damages arising from any default on the part of Tenant. If any amount of such deposit is so applied, Tenant shall pay the amount so applied to Landlord upon demand therefore. Tenant not then being in default, Landlord shall return the deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Section 15.15 to Tenant on the expiration or earlier termination of the Lease Term and surrender of possession of the Premises by Tenant to Landlord. While Landlord holds such deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the deposit or any part thereof not previously applied may be turned over by Landlord to Landlord's grantee, and if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Section 15.15 and the return thereof in accordance herewith.

Neither a successor landlord, the holder of a mortgage nor the lessor in a ground lease of property which includes the Premises shall ever be responsible to Tenant for the return or application of any such deposit, whether or not it succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such successor, holder or ground lessor.

15.16 LANDLORD'S ENFORCEMENT EXPENSES

Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all fees and expenses (including, without limitation, attorneys' fees and costs) incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Premises, including without limitation, any breach by the Tenant of its obligations hereunder, irrespective of whether Landlord resorts to litigation as a result thereof.

15.17 NO SURRENDER

The delivery of keys to any employee of Landlord or to Landlord's agents or employees shall not operate as



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a termination of this Lease or a surrender of the Premises.

15.18 COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent, additional rent, and other sums due hereunder and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Premises during the term hereof, without hindrance or ejection by Landlord or by any persons claiming under Landlord; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

15.19 NO PERSONAL LIABILITY OF THE LANDLORD

The Tenant agrees to look solely to Landlord's then equity interest in the Building and the Lot at the time owned, or in which Landlord holds an interest as ground lessee, for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee, or other fiduciary) nor any partner, policyholder, officer, manager, member, shareholder or director of Landlord, nor any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

15.20 NOTICES

Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid or by so-called "express" mail (such as Federal Express or U.S. Postal Service Express Mail):

If intended for Landlord, addressed to COMPLEMENTARY REALTY, LLC. at the address set forth in Section 1.2 or to such other addresses as may from time to time hereafter be designated by Landlord by like notice.

If intended for Tenant, addressed to Tenant at the address set forth on the first page of this Lease or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice.

All such notices shall be effective upon delivery, attempted delivery, or refusal, whichever occurs first, at the address or addresses of the intended recipient, as set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal as of the date set forth in Section 1.2, above.

LANDLORD:

TENANT:

BY:
Its:

BY:
Its:

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**EVIDENCE OF LOCAL SUPPORT
(Exhibit 5.4)**

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

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

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

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**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: Greenleaf MV Compassionate Care, Inc Application # (if more than one): _____

	Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing	489 State Rd, West Tisbury, MA 02575	Lease	N/A
2	Cultivation	489 State Rd, West Tisbury, MA 02575	Lease	N/A
3	Processing	489 State Rd, West Tisbury, MA 02575	Lease	N/A



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**RMD ORGANIZATIONAL CHART
(Exhibit 6.1)**

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

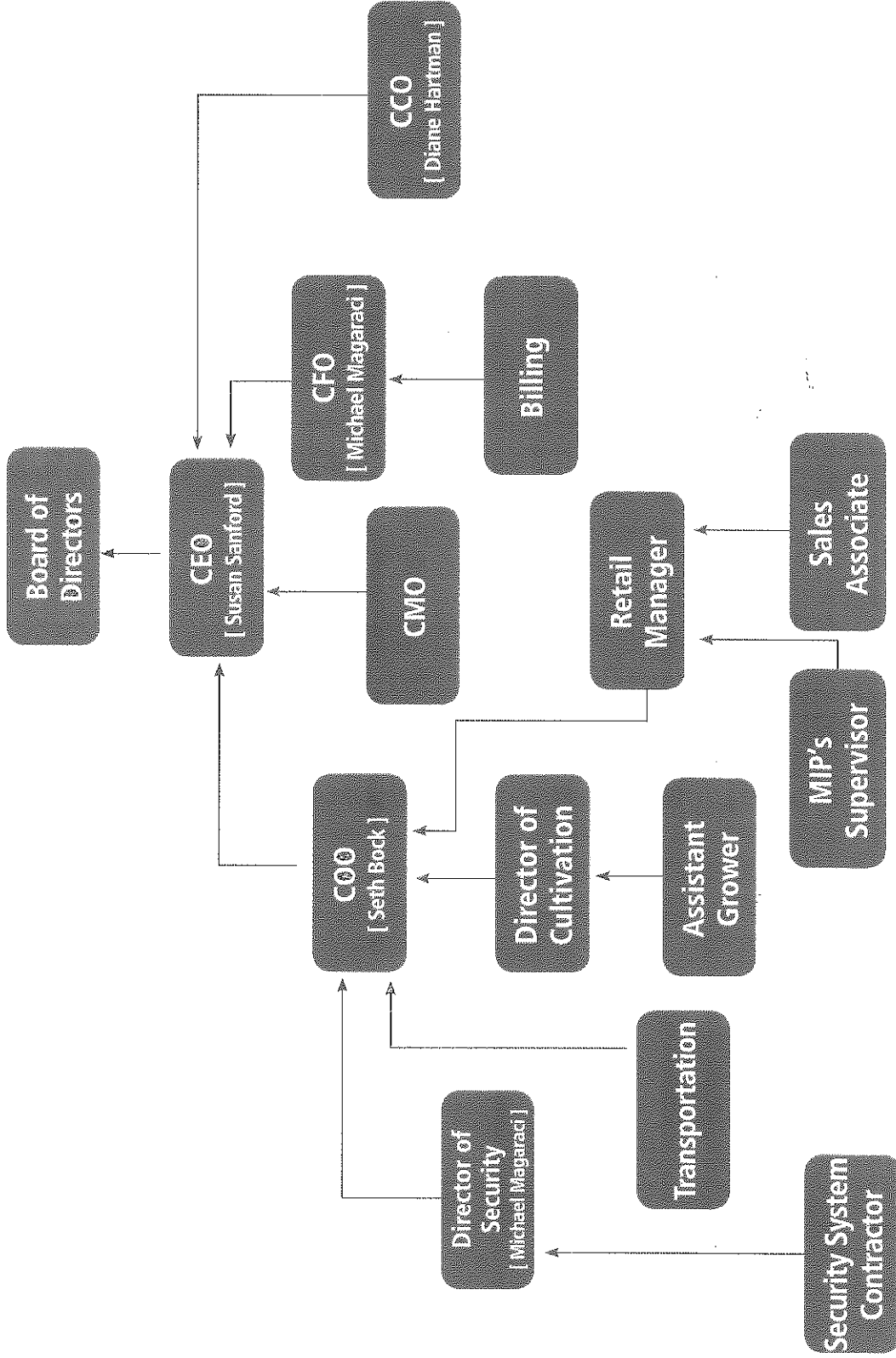
Corporation Name: Greenleaf MV Compassionate Care, Inc.

Application # (if more than one): _____

Attach organizational chart.

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Greenleaf MV Compassionate Care Inc.



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**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: Greenleaf MV Compassionate Care, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.



iCORI

Commonwealth of Massachusetts
Department of Criminal Justice Information Services



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1 Choose Account Type

2 Enter Account Details

3 Verify and Submit

4 **Confirmation**

iCORI Account Information Submitted on 11/08/2013, 21:21

Your Organization account has been created successfully. An email containing account activation information has been sent to the email address below. Please print this information for your records.

Please Note: You will not be able to perform a CORI request unless you follow the activation instructions contained within the activation e-mail.

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

Note: To ensure proper receipt of all iCORI emails please check your email spam filters and/or add iCORI.submission@state.ma.us to your email safe senders list.

Email: info@vineyardwellness.com

Username: [REDACTED]

Name: sanford, susan a

Organization Name: Greenleaf MV Compassionate Care, Inc.
[REDACTED]

[Return to the iCORI Welcome Page.](#)

**RMD STAFF
(Exhibit 6.4)**

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

	Name	Role/Title
1	Susan Sanford	CEO
2	Seth Bock	COO
3	Michael Magaraci	CFO
4	Michael Magaraci	Director of Security
5	Diane Hartmann	CCO
6		



RMD START-UP TIMELINE
(Exhibit 7.1)

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

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

Key Benchmarks ⁱ	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Engage architect and engineers to complete construction and permit documents	12/5/13	Seth	Major	June 15, 2014
Submit construction documents to local building department for review	12/10/13	Seth	Major	
Revise construction documents based on building department comments and resubmit for final approval.	1/20/14	Seth	Major	
Receive award and notice to proceed from DPH	1/31/14	Susan	Critical	
Finalize lease agreement(s)	1/31/14	Susan	Critical	
Obtain permit for construction and notify general contractor to mobilize sub contractors	2/1/14	Seth	Major	
Recruit cultivation and manufacturing staff	2/5/14	Susan	Minor	
Begin remodeling at RMD (doors, walls, shelving, window upgrades...)	2/5/14	Seth	Major	

Finalize employment agreements for cultivation and manufacturing staff and complete employment paperwork	2/15/14	Susan	Minor
Order equipment and supplies for Phase 1	2/20/14	Seth	Major
Implement MJFFreeway's cultivation & processing management software GrowTracker	2/20/14	Seth	Major
Begin educational training cultivation and manufacturing staff	2/20/14	Seth	Major
Begin formal training of cultivation and manufacturing staff	2/20/14	Seth	Major
Begin painting at cultivation facility	2/27/14	Seth	Minor
Install mechanical and cultivation equipment at RMD	3/5/14	Seth	Minor
Install fixtures and finish hardware at RMD	3/5/14	Susan	Minor
Call for final building department inspections at RMD	3/10/14	Susan	Minor
Assuming some items need to be remedied, call for second and final building inspection	3/12/14	Susan	Minor
Obtain Certificate of Occupancy & ready cultivation facility for operation	3/15/14	Susan	Major
Begin installing FFE and supplies at cultivation facility for Phase 1	3/20/14	Seth	Minor

ORIGINAL

Begin operating in cultivation facility by propagating first plants	4/1/2014	Seth	Minor
First crop goes into the vegetative phase	4/10/2014	Seth	Minor
First crop goes into flowering phase	5/15/2014	Seth	Minor
Recruit dispensary staff necessary for opening day	6/1/2014	Sue	Major
Finalize employment agreements for retail staff and complete employment paperwork	6/1/2014	Sue	Major
Implement MJFreeway's retail management software GramTracker	6/1/2014	Seth	Major
Begin installing FFE and supplies at dispensary	6/1/2014	Seth	Minor
Begin training dispensary staff	6/1/2014		Major
First crop is harvested and put into drying phase	6/4/2014	Seth	Major
First crop is cut off stem and put into curing phase	6/14/2014	Seth	Minor
First crop is sent to licensed testing facility for required testing	6/15/2014	Diane	Major
First crop is placed into its final package and put in the curing phase	6/15/2014	Seth	Minor
First crop is transferred to retail inventory and ready for sale	6/15/2014	Sue	Minor
First day of retail sales	6/15/2014	Sue	Major

 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: Greenleaf MV Compassionate Care, Inc.

Application # (if more than one): _____

Attach sliding price scale.

Greenleaf MV Compassionate Care, Inc.



ORIGINAL

Proposed Sliding Price Scale

Sliding Price Scale

Percent Poverty Level	Discount Percentage	Free Medicine
100%	35%	One ounce per month
101%-200%	25%	One half ounce per month
201%-325%	10%	One quarter ounce per 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: [Susan] **Last Name:** [Sanford]

Title: [CEO]

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

