

#57

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

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): 1

	Name	Role within the Corporation
1	Thomas Gallagher	President, Treasurer, Clerk
2	Peter Gallagher	Assistant Clerk
3		
4		
5		



#57

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): [Hampden Care Facility, Inc.]

Website URL (if applicable): [Hampden Care Facility, Inc.]

Address:

[10 Center Street]

[Suite 305]

City: [Chicopee] State: [MA] Zip: [01013]

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

First Name: [Mark] Last Name: [Zatyryka]

FEIN: [463327054]

Contact Person

First Name: [Thomas] Last Name: [Gallagher]

Title: [President]

Telephone: (413) 739-7921 FAX: (413) 739-7921 E-Mail: [Tom@HampdenCare.org]

Contact Person Address (if different):

[34 Mountainview Street]

[]

City: [Springfield] State: [MA] Zip: [01108]

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

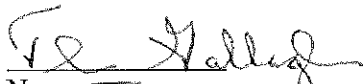
Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.

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: Thomas Gallagher
 Title: President

11-9-13
 Date

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


 Name: Thomas Gallagher
 Title: President

11-9-13
 Date

APPLICATION RESPONSE FORM

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

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

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

Enter text here: example text limit 1,250 characters

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

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

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

Definitions

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

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

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

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

Questions

1. Applicant's Corporate Background

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

[Hampden Care Facility, Inc., incorporated on August 5, 2013]

1.2 Describe the organization's mission and vision.

[Hampden Care Facility's team aims to create a welcoming environment that not only provides the highest quality medicine to our patients, but creates educational support networks that allow us to effectively treat our patient's debilitating conditions while promoting health and wellness.

We plan to implement our plan by first ensuring a secure and transparent system where confidential patient information is protected while working to provide regulators with pertinent information. Hampden Care Facility's commitment to safe access will provide the space necessary to cultivate a support network of physicians to develop a repertoire of effective patient programs as well as research goals. Finally, we plan to facilitate a respectful working relationship within our community by investing available funds and volunteer service hours to local organizations focused on health and wellness.]

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

Organizational chart attached as exhibit 1.3

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

List of Board of Directors attached as exhibit 1.4

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

List of members of the applicant corporation attached as exhibit 1.5

1.6 Attach the corporation's bylaws.

Bylaws attached as exhibit 1.6

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

[Hampden Care Facility has added several new directors:

Dr. Shawn Charest – for his non-profit and health care experience.

William Ketchen – for his perspective as a veteran.

Dr. Bruce Nassau, PhD – for his business experience.

Jennifer Gottschlicht – for her experience in medical sales

Alesia Howard Days – for her legal experience.

We also have the following changes to the Organization since submission of the Phase 1 application:

Modified Mission and Vision Statement

Revised Board and Management Structure

Revised Financing Model

]

Amended articles of organization attached as exhibit 1.7

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

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

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

List of references attached as exhibit 1.9

2. Applicant's Evidence of Business Management Experience

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

List of Executive Management Team attached as exhibit 2.1

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

[The Executive Management Team of the Hampden Care Facility (HCF) has extensive experience running healthcare, nonprofit, legal, and medical marijuana dispensary businesses.

Mark Zatyryka, the CEO and COO of the Hampden Care Facility, has significant healthcare business and nonprofit experience. Since 2006, Mr. Zatyryka has owned and operated American Homecare Federation, Inc. (AHF), a Connecticut-based specialty pharmacy focused on dispensing hemophilia medications including controlled substances and providing patient services. The company provides patients with all essential medication and supplies, nursing support, infusion training, educational materials and social services. In addition, AHF handles all insurance issues. AHF pharmacists and technicians are available 24 hours every day of the year. For the past 14 years, AHF has received a satisfactory rating from 100% of their patients. AHF has also received the Joint Commission's gold seal of approval for the past eight years.

In 2012, AHF had revenues of \$24 million, and the company has grown revenues at an annual rate of 24% since 2010. Mr. Zatyryka manages a staff of 20 pharmacists and oversees all of the company's corporate giving. Over the past 5 years, AHF has donated over one million dollars to research institutions in search of a cure for hemophilia. AHF has also donated to several other hemophilia-related organizations.

Mr. Zatyryka's experience at AHF is directly transferable to the medical marijuana dispensary business. Both businesses are heavily regulated and focused on dispensing therapeutics and related services to patients. Hemophilia products are similar to medical marijuana in that they both require close inventory management, careful product handling and tracking, and patient education. In addition, AHF dispenses controlled substances, so Mr. Zatyryka has firsthand experience with the regulations and handling of controlled substances.

Mr. Zatyryka was recognized by Business West, the business journal of Western Massachusetts, as one of the top businessmen in the area under the age of forty. His experience will enable him to set up HCF's operation in a timely fashion and successfully manage a Registered Marijuana Dispensary that addresses the needs of patients without disruption and is compliant with all state and local regulations.



Mr. Zatyryka has non-profit experience as well. At the present time, he serves on the Board of Directors for the AIDS Foundation of Western Massachusetts, which focuses on patient support and AIDS education in the community. Mr. Zatyryka oversees their development and programming. In his first year as the foundation's AIDS Walk Chair, donations increased from \$3,000 to \$50,000 and participation increased from 20 to 500 people. Mr. Zatyryka also co-founded the Connecticut Hemophilia Society, a nonprofit that continues to thrive today. He developed the organizations operational and financial structure to ensure longevity and compliance.

William Ketchen, the Chief Financial Officer of the Hampden Care Facility, has 9 years of experience managing tax districts for H&R Block, a tax preparation business. Mr. Ketchen started at H&R Block as an Office Manager and was quickly promoted to District Manager where he oversaw 30 tax offices in the northeast, which generated \$10 million in revenue. He managed a staff of 500 employees during tax season and \$5 million operating budget. As the District Manager, Mr. Ketchen was responsible for developing tax return and revenue projections, preparing the district operating budget, and hiring and training preparers and office managers. Mr. Ketchen monitored the performance of his district relative to his projections and operating budget on a weekly basis and dynamically adjusted the operating expenses based on the prevailing business conditions. He consistently managed some of the most profitable tax offices in the northeast and was able to improve the profitability of tax offices in his district year after year. His district was the top performing district in the northeast when he retired. Through his experience working at H&R Block, Mr. Ketchen became a proficient user of QuickBook, accounting software for small businesses, and PeopleSoft, human resource management, financial management, and supply chain management software.

Prior to H&R Block, Mr. Ketchen served in the US military for 30 years in various staff and command positions. During his tenure in the military, Mr. Ketchen was responsible for managing logistics for Desert Storm. He managed a staff of 18 to 20 soldiers who were responsible for coordinating the fuel, food, and repair parts supply lines for an 18,000-person division. While in the military, Mr. Ketchen gained experience with inventory management systems and skills to successfully manage the inventory of a large organization.

Mr. Ketchen brings has a wealth of finance, operational, and management experience. As the CFO, he will be able to ensure that the Hampden Care Facility has strong financial controls and accurate and timely reporting.

Stephen M. Reilly, the Chief Compliance Officer and General Counsel for the Hampden Care Facility, Inc., has managerial and budgetary experience running a law firm in Springfield. His legal experience includes alcohol licensing and compliance, business transactions, insolvency related matters including bankruptcy proceedings, real estate transactions and ancillary matters. Mr. Reilly is currently a partner at the law firm S.M. Reilly Associates, LLC, and he also serves as an Assistant City Solicitor for the City of Springfield. In private practice, Mr. Reilly represents clients in business and real estate transactions with a focus on businesses holding alcohol and entertainment licenses in Massachusetts. Additionally Mr. Reilly has extensive experience in representing businesses and clients in insolvency related matters including asset protection, reorganization, loan workouts, civil matters and litigation, debt restructuring, and bankruptcy. In his capacity as Assistant City Solicitor Mr. Reilly represents the Mayor of Springfield and the City of Springfield Board of License Commissioners in matters covering regulation and oversight of alcoholic beverages and entertainment licensing within the City including original applications, oversight, compliance, discipline, and Alcoholic Beverages Control Commission (ABCC) matters. Mr. Reilly has experience in all venues concerning alcohol and entertainment licensing and compliance throughout the Commonwealth including representation before local boards, the ABCC, Superior Court, and the United States District Court. Through his legal and licensing experience, Mr. Reilly is knowledgeable about compliance and regulatory matters. With Mr. Reilly's business and legal expertise, HCF will be able to set up controls and procedures to prevent diversion, work with state oversight agencies, and ensure compliance with state and local regulations.

Natasha Dymnicki – N/A

Jerry Wawrzyk – N/A

Daniel Boldt – N/A



]

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.

[Mark Zatyryka, CEO/COO – For the past ten years, Mr. Zatyryka has operated American Homecare Federation(AHF), a specialty pharmacy that is focused on dispensing hemophilia products to help individuals and families living with hemophilia and other life-threatening chronic illnesses. The majority of AHF's patients live with hemophilia a severe chronic bleeding disorder. AHF also provides care to patients living with von Willebrand Disease, HIV/AIDS, and Hepatitis C. His knowledge of the regulations and operations of a

William Ketchen, CFO, does not have experience providing healthcare services, but is highly capable and has many translatable skills.

Stephen M. Reilly, Chief Compliance Officer – Mr. Reilly does not have experience providing healthcare services, but has regulatory and compliance experience through representing the City of Springfield Board of License Commissioners and private practice clients holding alcoholic beverage licenses which will be transferrable to the medical marijuana dispensary business.

Natasha Dymnicki, Dispensary Manager – Natasha has over 6 years of experience of working in the health care field. She is currently with Hospice Services of Western Massachusetts and has been with the agency since 2007 when the agency first opened. Her current position of Community Liaison focuses on developing and maintaining relationships with appropriate community agencies to promote interagency cooperation and business development while adhering to all state and federal regulations. She also provides informational meetings and hospice sign-ons to patients, families, and/or patient healthcare representatives to inform of hospice and its services. With the community as one of her focuses, she provides public educational services that are related to eldercare and end-of-life needs. Natasha is knowledgeable in all operations of the agency and serves on several committees and programs at the agency that include The Leadership Committee, Safety Committee, OSHA Program, Quality Assurance Performance Improvement program and handles the agencies Workers Compensation claims. Natasha also facilitates the agencies' weekly mandated interdisciplinary meetings for the multiple office sites. In addition, she serves as the agency's Marketing Community Liaison Representative for the branch offices and manages the marketing budget. Through her experiences of being an Administrative Assistant, Payroll Coordinator, Volunteer Coordinator and now Community Liaison, she is versed in all aspects of office and patient operations.

Daniel Boldt, Head of Production, has worked for four years successfully growing and selling medical marijuana in Colorado. He manages 15 full-time growers and works with the head of loss prevention at three locations. He is responsible for meeting and exceeding the Colorado Department of Revenue's regulations as well as applicable Colorado State laws and company policies. He is the warehouse administrator for the state's required "Marijuana Inventory Tracking System." He has created an effective and successful organic growing methodology and has a vast knowledge of marijuana growing techniques.

Jerry Wawrzyk – N/A

]

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.

[Mark Zatyрка – Mr. Zatyрка, the CEO of Hampden Care Facility, Inc., is the owner/operator of the American Homecare Federation, Inc., a specialty pharmacy focused on hemophilia products. Since Mr. Zatyрка has been an owner in the business, American Homecare Federation has increased its revenue and profitability. In 2012, AHF had revenues of \$24 million, and the company has grown revenues at an annual rate of 24% since 2010. Mr. Zatyрка has experience developing an operating budgets and managing expenses in order to run a profitable business. Mr. Zatyрка will be responsible for overseeing the overall management of the business as well as the financial management of the business.

William Ketchen is the CFO of the Hampden Care Facility and will be responsible for the financial management and oversight of HCF. Mr. Ketchen has 9 years of experience managing tax districts for H&R Block, a tax preparation business, where was directly responsible for the financial and operational management of his tax district (which included 30 tax offices). He managed some of the most profitable tax offices in the northeast and under his management consistent improved the profitability of his tax district. Mr. Ketchen managed the \$5 million budget for his tax district.

Stephen M. Reilly, Chief Compliance Officer – Mr. Reilly is a partner at the law firm S.M. Reilly Associates, LLC in Springfield. In his role, he manages an operating budget and two employees. Mr. Reilly assumed management of the practice six years ago and has increased the gross revenue of the practice by approximately 300%. While he will not be directly responsible for the financial oversight of Hampden Care Facility, he will be able to advise the CEO and CFO. He has extensive experience in advising business clients in areas involving financing and general business practices including matters with the Massachusetts Department of Revenue and Internal Revenue Service. Mr. Reilly will be responsible for developing compliance programs and procedures (including financial reporting and inventory management) so that the appropriate controls are in place to ensure that HCF is compliant with state and local regulations.

Natasha Dymnicki – N/A

Jerry Wawrzyk – N/A

Daniel Boldt – N/A]

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.

[Mark Zatyрка, CEO/COO – When Mr. Zatyрка joined the Board of Directors of the AIDS Foundation of Western Massachusetts he oversaw an extensive review of the operations and implemented a plan to improve the financial health of the organization. Mr. Zatyрка established procedures for preparing and evaluating the organization's budget as well as financial reporting. These changes gave the Board of Directors and management more visibility and control over the budget and expenses. In addition to developing systems for better expense control, Mr. Zatyрка was instrumental in improving the fundraising of the organization. As Chair of the AIDS Walk Committee, he increased attendance by fifteen-fold and increased the profit from the event from \$3,000 to \$50,000. Under Mr. Zatyрка's oversight, he dramatically improved the financial security of the organization. The Foundation was then able to develop an education program and budget and also hire a full-time Executive Director.

During his tenure at the American Homecare Federation, Mr. Zatyрка oversaw two major corrective action measures. First, he noticed that a large majority of his patients were under the same payer, which exposed the company to significant payer risk. He put corrective action plan in place to diversify his payer networks. This was an important decision because the payer ended up changing their rates. If the company



had not diversified their payer base, then they would have lost millions of dollars. Another example of Mr. Zatyрка's ability to implement correct action plans was related to managing manufacture rebates and acquisition pricing. While reviewing the company's contracts Mr. Zatyрка discovered that they were not utilizing many of the eligible rebates and discounts. He designed and implemented a plan to review all contracts and reach out to all vendors to collect rebates and discounts and also to renegotiate many of our contracts.

William Ketchen, CFO – During his career at H&R Block, Mr. Ketchen was promoted to run the Pittsburgh tax district. Upon becoming the district manager, Mr. Ketchen conducted an operational review to assess the operational and financial health of the district. He recognized gross errors in reporting and poor expense control by the previous district manager. Mr. Ketchen implemented a corrective action plan which entailed revising revenue projections, aligning the payroll with the revised projections, and implementing a system to regularly meet with local office managers to assess the tax office performance relative to the budget and manage the staffing and payroll appropriately. In addition, Mr. Ketchen met with clients who had complicated tax problems in order to develop strategies to fix or mitigate tax issues in the future.

Stephen M. Reilly, Chief Compliance Officer – As part of his practice, Mr. Reilly has experience advising clients on insolvency-related matters and distressed debt situations including asset protection, reorganization, debt restructuring, civil matters and litigation, financing transactions, workouts, foreclosures, forbearance agreements, and bankruptcy proceedings for both debtors and creditors. Additionally Mr. Reilly has experience in representing clients in matters before the Massachusetts Department of Revenue and Internal Revenue Service. Mr. Reilly has experience advising clients in preparing budgets and developing periodic reporting procedures to ensure that clients are able to meet their financial obligations.

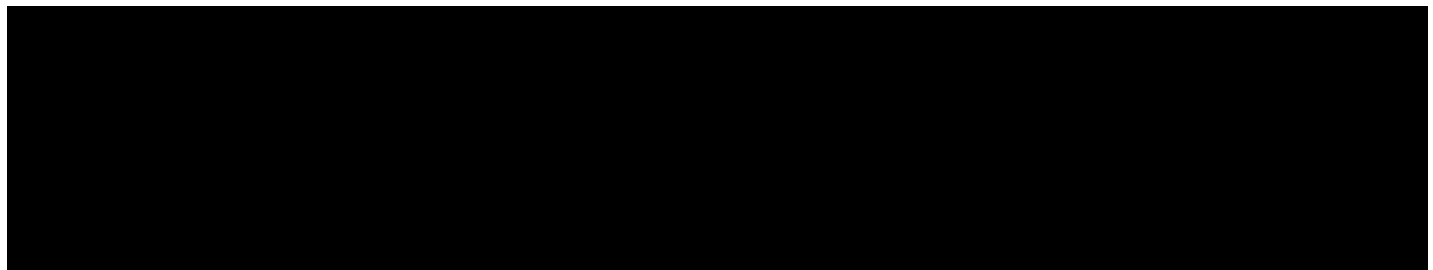
Natasha Dymnicki – N/A

Jerry Wawrzyk – N/A

Daniel Boldt – N/A]

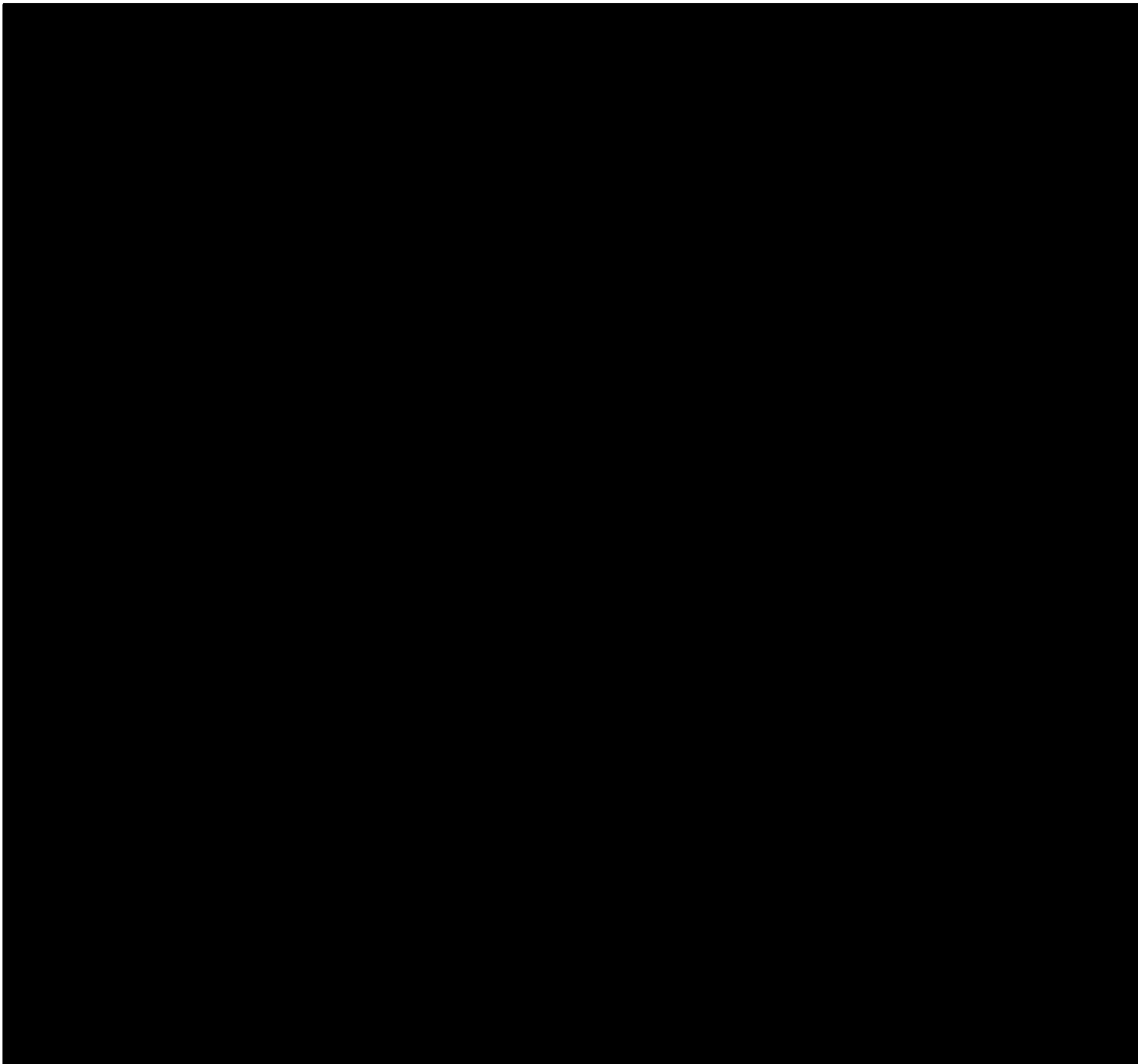
3. Applicant's Evidence of Suitability

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



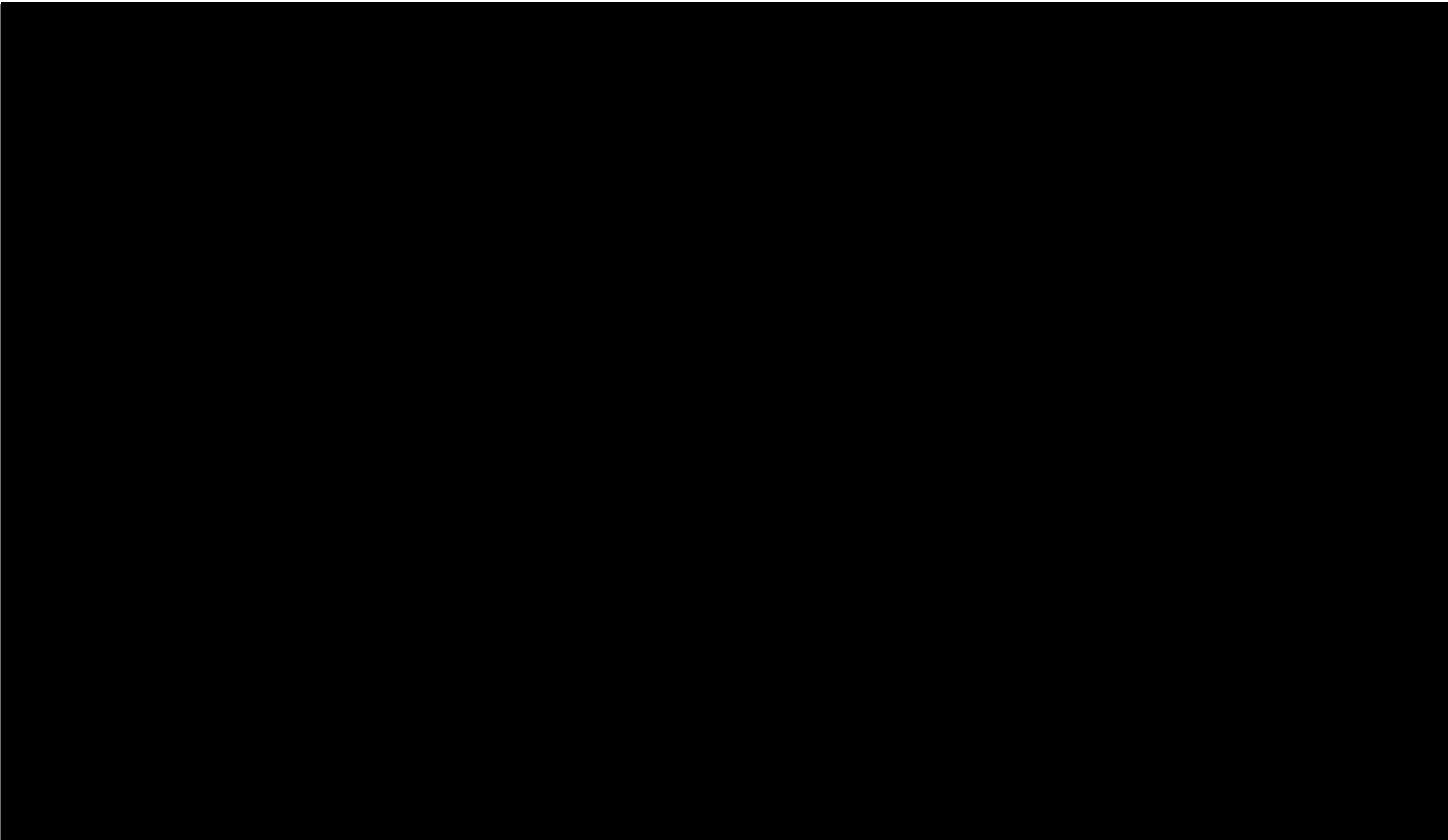
3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but not limited to

action against any health care facility or facility for providing marijuana for medical purposes in which those individuals either owned shares of stock or served as executives, and which resulted in conviction, guilty plea, plea of nolo contendere, or admission of sufficient facts. If no history of such criminal action, indicate N/A.

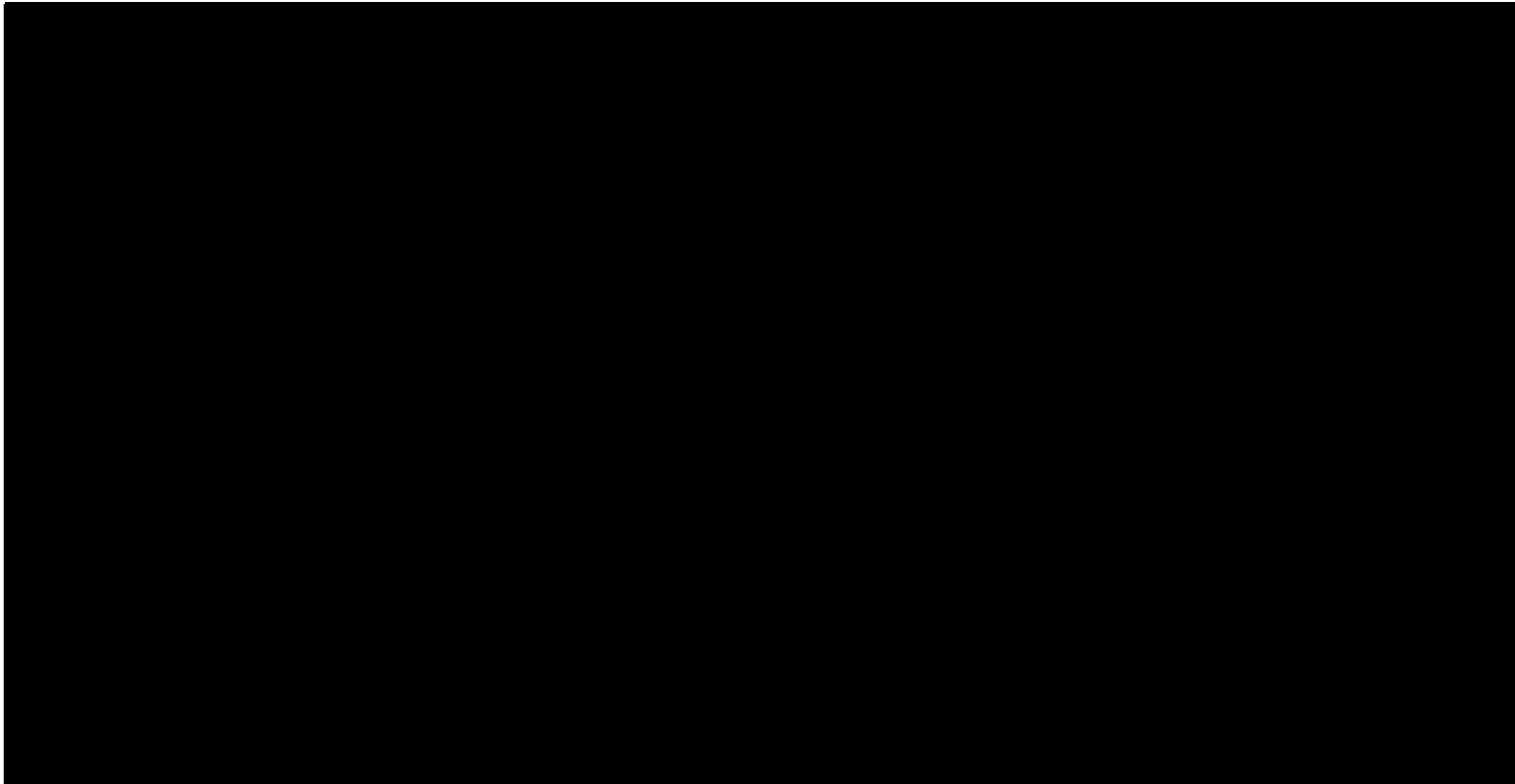


3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but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





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



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

4. Applicant's Evidence of Financial Condition

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

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

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

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

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

[HCF has committed financing from Peter Gallagher, a Director, for \$1,750,000, which will be used for capital expenditures and working capital. The projected capital expenses of the Hampden Care Facility, Inc. are \$1,520,895, which includes \$181,000 in planning and development costs, \$655,000 in build out costs, and \$684,895 in equipment costs. (See exhibit 4.3.) Our projected costs are based on professional quotes. HCF will use the services of a general contractor (Nick's Affordable; License No. 063630 who has experience with similar size projects.

HCF expects the planning and development work to cost \$181,000. For the planning and development work, HCF has engaged Hervieux Design to do the site and architectural work. We will be using LAN-TEL do a comprehensive security assessment and plan. The general contractor will be doing the site clean-up and preparation for the build out. Hervieux Design estimated that architect and design fees would be \$30,000. HCF estimates that the environmental survey will cost \$10,000. The general contractor expects permits and fees to be \$20,000. LAN-TEL estimated that the security assessment would cost \$1,000. HCF has negotiated with CMS Realty to acquire the Exchange Street property for \$400,000. CMS Realty is providing seller financing and requires a 20% down payment (or \$80,000). The general contractor estimates that site clean-up and preparation will cost \$40,000 to demolish the existing structures and to prepare the site.

HCF expects the build out to cost \$655,000. HCF proposes to construct a new, 20,000 square foot warehouse on the site. The general contractor will be responsible for providing the materials and assembling the warehouse structure. The general contractor has estimated that the total cost will be \$360,000 (materials and assembly will be \$200,000; bringing in water lines and installing plumbing will be \$30,000; bringing in 1,000 AMP electrical service to the facility will be \$50,000; and concrete site work will be \$80,000. The general contractor will also build out the interior of the structure and perform the finishing work. The cost to build out the interior, including building out the grow rooms, the dispensary, the processing area, and the office

Landscaping will include manicuring and trimming the existing trees and scrubs and installing a lawn. The general contractor estimates that constructing the parking facility will cost \$50,000. Hastie Fence estimates the cost of perimeter fencing to be \$25,000. Hampden Fire Protection estimates that it will cost \$35,000 to install sprinklers and a fire alarm in the warehouse.

HCF expects the equipment to cost \$684,895. HCF intends to buy one van for delivery service and install a safe in the van. HCF estimates the vehicle will cost \$20,000. Cedar Management LLC, HCF's cultivation consultants, estimates that the full cost of a HPS light, equipment plus installation, is \$1,500/light. HCF will initially install 200 HPS lights in the warehouse and will expand the number of lights as demand increases. The initial cost of the lights will be \$300,000. Furniture and storage costs are estimated to be \$2,870, which includes the cost of desks, display cases, chairs, storage containers, and dispensary supplies.

generator is estimated at \$50,000. The cost of computer equipment and MJ Freeway point-of-sale hardware is estimated to cost \$7,025. Reno James engineering estimated that the cost for HVAC would be \$150,000. A CO2 extraction system is expected to cost \$80,000 and the kitchen equipment is expected to cost \$25,000.]

Capital expenses attached as exhibit 4.3

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

[HCF expects to open the dispensary to patients in September 2014. HCF estimates that patient adoption will follow a similar trajectory to that of the Denver, CO market. As such, we expect patient uptake to accelerate sharply after 8 to 9 months of operating. In our first full year of operation, HCF expects 3,803 patients to be certified for medical marijuana and visit HCF. HCF expects certified patients to visit the

dispensary once per month on average and purchase 1 ounce per visit. This is informed by industry consultants in Colorado and California. We expect 18,357 transactions in our first full year of operation. We project 86% of our sales will be derived from dried marijuana, 14% from concentrates, tinctures, and MIPs, and <1% from vaporizer and accessory sales. HCF will sell medical marijuana at \$5,120 per pound, which is slightly below the black market price in order to minimize the incentive for diversion. Concentrates, tinctures, and MIPs will be priced at \$30 per 500mg dose and we expect to sell 30,978 MIP in our first year. Vaporizer pens will be sold at cost (\$15/pen) in order to encourage patients to use more healthful administration methods.

Total salaries and wages will be \$1,192,339 including fringe benefits. The dispensary salaries are expected to total \$237,984. The executive staff salaries are expected to total \$120,000 for the CEO, CFO, Chief Compliance Officer, and the administrative assistant. The cultivation staff salaries will total \$220,800. The delivery staff salaries are expected to total \$69,120. The production and processing salaries are expected to total \$172,800. The security department salaries will total \$96,480. The cost of fringe benefits for our employees is projected to be \$275,155 or 30% of salaries and wages. See attached Exhibit 4.4 for a full break down of wages by employee category.

The Other Expenses during our first year of operation will total \$5,477,876. The majority of our expenses are in financial grants, taxes, equipment costs, supplies, and charity care which in aggregate represent 79% of the Other Expenses. Income tax expense is expected to be \$1,837,620, which assumes only cultivation costs are deductible under Section 280E of the Internal Revenue Code and taxable income is taxed a 35% tax rate. HCF budgets \$1,000,000 for Financial Grants in our first full operating year. This represents the grants that HCF expects to give to organizations to support patient programs, medical research, and drug awareness and prevention programs as well as to community education and development projects. HCF budgets \$735,000 for equipment costs. Equipment costs represent the additional HPS lights and associated electrical work that will be required to expand operations to meet demand. HCF expects to purchase 490 additional lights at \$1,500 (fully loaded cost) per light. HCF budgets \$430,735 (8% of gross income) for our Financial Hardship Assistance Program program. Under the program, all eligible patients will receive one free gram per week and terminally or severely ill patients will be eligible to receive as much medicine as they need free of charge. Approximately 34% of people in Hampden County are enrolled in the MassHealth program, and HCF estimates that 34% of patients will be eligible for the Hampden Cares Hardship Program. Supplies are estimated to cost \$352,454. Supplies represent seeds, nutrients, and pest control. Other lesser expenses include consultants, office expenses, utilities, insurance, interest, depreciation/amortization, MIP/tincture/concentrate costs, license fees, lab testing costs, delivery costs, vaporizer pen costs, and property taxes. See attached Exhibit 4.4 for additional details.

HCF expects to generate \$139,069 in excess cash in the first year of operation. There is enough cushion built into our operating budget for any unexpected costs. HCF will implement procedures and controls in order to monitor the operations regularly and adjust expenses and the budget if necessary.]

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.

[HCF expects patient adoption of medical marijuana in Hampden County to follow a similar trajectory as in Denver, CO. Therefore, we expect significant patient growth (+142% year over year) in the second year of the operation and patient growth to be moderate (+8% year over year) in the third year of operation. In order to avoid diversion, HCF will maintain pricing slightly below black market pricing at \$5,120 per pound for the first three years of operation. HCF estimates that patients will purchase approximately 1 ounce of marijuana per month on average. Total revenue is expected to grow +356% in the second year and 39% in the third year.

The initial build out will include 200 HPS lights; however, HCF expects to dramatically increase the number of lights in order to meet patient demand. In years 1, 2, and 3, HCF expects to add 490, 800, and 200 HPS lights, respectively, in order to expand our production capacity from 1,200 pounds (lbs) per year at inception to 10,000 lbs per year in the third year. This is assuming that 80% of lights are for flowering, that there are five harvests and that each light produces 1.5 pounds of product. In order to accommodate patient demand, HCF plans to expand the cultivation space by an additional 20,000 square feet in year 2. HCF estimates the cost of expansion will be \$1,000,000.

HCF staff is projected to increase from 27 full time employees (FTEs) in the first year of operation to 89 FTEs in the third year of operation. Most of the additional staff will be added in the dispensary, cultivation, and production operations. Salaries and benefits are expected to increase from \$1,192,339 in the first year to \$3,201,744, which represents a +169% increase. HCF expects to implement a veterans hiring program in Chicopee and set up job postings on recruitment websites to attract employees. HCF will also offer referral bonuses to help attract high quality employees. In addition, HCF intends to offer generous wages and benefits to retain employees and limit turnover.

Total expenses are expected to increase from \$6,670,215 in year 1 to \$39,725,738 in year 3. The expenses that are expected to increase the most are financial grants (from \$1,000,000 in year 1 to \$15,000,000 in year 3), income taxes (from \$1,837,620 in year 1 to \$12,810,936 in year 3), hardship expense (from \$430,735 in year 1 to \$2,738,939 in year 3), and salaries and benefits.

HCF's operating plan assumes that there is only one license awarded in Hampden County. HCF is confident that they will be able to meet the demand of all the patients in the community. HCF will build out its facility as patient demand increases. Therefore, our operating and capital expenses can be adjusted dynamically.]

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).

[Hampden Care Facility, Inc. will obtain comprehensive General and Product Liability policies meeting Department of Public Health limit requirements for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 105 CMR 725.105 (Q)(2). We will meet these criteria with a policy tailored to the unique risks of medical marijuana businesses by Lloyd's of London and provided by Premier Southwest Insurance Group.

Included are General Liability and Product Liability coverages meeting DPH requirements, with deductibles of: Liability \$0; Property \$2500 (\$5000 for MIPS Product Liability policies). Strict underwriting prevents loss by either theft or diversion, and often mirror DPH requirements such as 105 CMR 725.110 (A): "security measures to deter and prevent unauthorized entrance into areas containing marijuana."

For example, the carrier requires a "double entry," typically achieved by a medical office style waiting room preventing patients from accessing the marijuana via a "buzz-in" door controlled by dispensary staff. Another insurer mandate is a safe of at least 800lb minimum weight, 1-hour fire rating, and bolted to the floor. Our safes of 2000lbs with a 1-hour fire rating and bolted to the floor will qualify us for a premium credit.

Another insurer-preferred loss prevention strategy complies with 105 CMR 725.105 (C) – product testing by an independent laboratory. This will qualify us for another premium credit.

We anticipate supplementing these general and product liability policies with additional coverages such as increased general liability limits; business auto with hired and non-owned auto coverage, pharmacy

management liability (errors & omissions), directors and officers policy, and employment practice liability. We will bond all staff transporting cash or medical marijuana. Replacement cost will be used to value all property ensuring a full recovery in the case of a catastrophic event.

The CEO is responsible for ensuring that our company possesses adequate liability insurance at all times. If we are unable to obtain or maintain minimum liability coverage at any time, the CEO will place in escrow at least \$250,000 for coverage of liabilities; however, it is likely the board of directors will mandate a much higher escrow in that situation. If any amount from the escrow is used, the account will be replenished within 10 business days of any expenditure. Documentation reporting compliance with insurance requirements will be made available in a form acceptable to the Department if requested. It is our policy to only resort to an insurance escrow if adequate coverage is not available in the marketplace at a reasonable rate.]

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 proposed RMD dispensary site is on Exchange Street in Chicopee, MA 01013, as described in a Deed recorded with the Hampden County Registry of Deeds Book 11334, Page 335.]

Evidence of interest attached as exhibit 5.1

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

[The physical address of the proposed RMD cultivation site is on Exchange Street in Chicopee, MA 01013, as described in a Deed recorded with the Hampden County Registry of Deeds Book 11334, Page 335.]

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 proposed RMD processing site is on Exchange Street in Chicopee, MA 01013, as described in a Deed recorded with the Hampden County Registry of Deeds Book 11334, Page 335.]

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.

[HCF has had multiple meetings with the Mayor of Chicopee, Michael Bissonette. We first met with him on August 6, 2013 to discuss our proposal to locate a medical marijuana dispensary in Chicopee and to solicit feedback about our plan. During this meeting, the Mayor expressed that he was open to our proposal and recommended several sites in the city that he thought would be good locations. After securing the location in Chicopee on Exchange Street, HCF met again with Mayor Bissonette on November 8, 2013 to review the location with him and request a letter of support. The Mayor agreed that the Exchange Street property would be an optimal site for medical marijuana cultivation and dispensing. In fact, the mayor and many other city officials have expressed an interest in seeing this site developed. The mayor has provided HCF with a letter of support.

HCF has had two meeting with the Chicopee Board of Health to discuss locating a dispensary in Chicopee. HCF's first meeting with the Board of Health was on October 29, 2013 to propose our plan and answer any questions. The Board expressed interest in our plan, but requested additional information. At a subsequent meeting on November 5, 2013, HCF provided these additional details and requested a letter of support. The Board was supportive of our plan and voted to issue a letter of support.

HCF also recognizes the importance of local support from non-political entities in successfully establishing our non-profit organization. As a result, HCF has conducted extensive community outreach in Chicopee. HCF representatives have met with the President of the Chicopee Chamber of Commerce, the Director of the City of Chicopee Veterans' Service Department (to discuss setting up a veterans' hiring program), and local business owners. HCF did not encounter any opposition to its plan to locate a medical marijuana dispensary and cultivation site on Exchange Street.

In the coming weeks, HCF will continue to seek the support of local officials including city council members, the chief of police, and the fire chief. However, based on our interactions with key officials thus far, we are confident that we will win their approval.

Early on in the process before beginning focused discussions with Chicopee, HCF discovered during interactions with Planning Departments in Hampden County that many municipalities had many questions about the zoning for medical marijuana dispensaries. In response, HCF had its cultivation consultant from Colorado, David Benlolo, attend a Valley Development Council meeting hosted by the Pioneer Valley Planning Committee (PVPC) on September 9, 2013 to help the local planning boards better understand the medical marijuana business and considerations in determining suitable zoning for medical marijuana dispensaries and cultivation sites. This is a quarterly meeting that is attended by the 20 planners and developers in the region. The intent of the meeting was for the local planners to learn more about medical marijuana and to work towards developing draft bylaws for communities to adopt to regulate medical marijuana facilities. Mr. Benlolo currently helps manage three dispensaries in the Denver, CO area and has considerable experience in the industry. Mr. Benlolo received very positive feedback from the PVPC, and he was asked to possibly attend another meeting in December of 2013. HCF fully intends to sponsor Mr. Benlolo's trip to Hampden County in December to help the

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.



municipalities establish the appropriate zoning. The Chicopee Planning Director was in attendance at the Valley Development Council meeting during which Mr. Benlolo spoke.

Aside from efforts in Chicopee, HCF has also pursued a backup cultivation site at 27 Hudson Drive in Southwick, MA. HCF has attended 6 hearings with the Southwick Planning Board to discuss our plans to locate our cultivation operation in Southwick, MA and has prepared a detailed site plan. The special permit application was denied on October 29, 2013 by a vote of three in favor and two opposed. A super majority was required for approval. Prior to the denial, the Planning Board had said on public record that the proposed use of the greenhouse at 27 Hudson Drive in Southwick was in compliance with the zoning and, in previous planning board meetings, the board members said Southwick would not be able to deny a special permit application to a registered marijuana dispensary. HCF believes that Southwick denied the special permit application on policy, and HCF is pursuing an appeal. HCF is confident that it will win the appeal. In addition, HCF representatives have met with the Southwick Fire Chief, Southwick Chief of Police, Southwick Board of Health, Chief Administrative Officer, Karl Stinehart, and the Vice-Chairman of the Board of Selectmen, Russell Fox, to discuss our plans. The Chief of Police approved of the security plan, but expressed opposition because of the site's location in relationship to the high school and library (both of which are greater than 1,000 feet from 27 Hudson Drive). The Fire Department and the Board of Health did not voice any opposition. The Chief Administrative Officer and the Selectmen Vice Chair requested additional economic information. We feel confident once they receive this information and have a full understanding of the job creation and economic benefit for Southwick they will be supportive.]

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

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

Summary chart attached as exhibit 5.5

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

[The City of Chicopee has enacted zoning to allow for the cultivation, preparation and dispensing of Medical Cannabis through Chapter 275-70 of its Local Code. Through the opinion of its engineer Allan D. Hanscom, Senior Associate at BETA Group, Inc.; legal counsel Stephen M. Reilly, Jr. at S.M. Reilly Associates, L.L.C.; and Chicopee municipal officials, Hampden Care Facility ("HCF") has confirmed that the proposed facility is compliant with Chicopee Zoning and permitting and that a Medical Cannabis cultivation, processing, and dispensing facility may be operated at the proposed location with the issuance of a special permit by the Chicopee City Council, without the need for a waiver.

The local code allows for the cultivation, production, processing, assembly, packaging, retail or wholesale sale, trade, distribution or dispensing of Marijuana for Medical Use within the Industrial Restricted Zone by obtaining a Special Permit from the City Council. The proposed operation of HCF is located within the Industrial Zone pursuant to the Chicopee Planning Department. The Special Permit General Requirements Include:

1. The proposed facility shall be contained within a building or structure. The proposed HCF operation including cultivation and dispensing is entirely within an enclosed warehouse as set forth in the plans submitted with this application;

2. The proposed facility shall have minimum and maximum square footage restrictions. The gross floor area of the proposed HCF operation is 20,000 square feet, within the allowable size restrictions, as set forth in the plans submitted with this application;

3. The proposed facility shall not be located in a building that contains any medical doctors' offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana. The proposed HCF operation is in a standalone structure with no other occupants as set forth in the plans submitted with this application;

4. The hours of operation for the proposed facility shall be set by the Special Permit Authority and in no event shall the facility be open and or operating between the hours of 8:00 p.m. 8:00 a.m. The proposed HCF operating hours are from 8:00 a.m. to 8:00 p.m. as set forth in this application;

5. The proposed facility shall not be located within 300 feet of any residence or residential zoning district. The proposed HCF operation is not within 300 feet of any residence or residential zoning district as measured by BETA Group, Inc. Municipal officials were consulted to identify any of the foregoing pre-existing uses or structures within the area of the proposed facility;

6. The proposed facility shall not be located within 1,000 feet of any pre-existing structures or uses with any school attended by children under the age of 18, any licensed child care facility, any drug or alcohol rehabilitation facility, any correctional facility, half-way house, or similar facility, or any other Medical Marijuana Facility. The proposed HCF operation is not within 1,000 feet of any of the foregoing as measured by BETA Group, Inc. Municipal officials were consulted to identify any of the foregoing pre-existing uses or structures within the area of the proposed facility; and

7. The proposed facility shall not be located within 500 feet of any pre-existing structures or uses of a church, school, park, playground, play field, youth center, or any other location where groups of minors regularly congregate. The proposed HCF operation is not within 500 feet of any of the foregoing as measured by BETA Group, Inc. Municipal officials were consulted to identify any of the foregoing pre-existing uses or structures within the area of the proposed facility

Additionally the special permit requirements include conditions and operational restrictions. Those include no use of medical marijuana on site, that the operation shall not be within a building containing residences, signage restrictions, providing contact information of management staff and keyholders to the Chicopee Police Department, disclosure of financial records, annual reporting/filing, security provisions, and production of evidence of licenses and permits from other government entities. Said requirements are consistent with those which have been set forth by statute or the Department of Public Health. HCF's local special permit application and proposed operation as set forth herein comply with the additional conditions and operational restrictions.

HCF has sought the opinion of its engineer, legal counsel, and municipal officials who have determined that the proposed operation complies with existing zoning requirements in the City of Chicopee both related to Medical Cannabis and unrelated to Medical Cannabis. Kate Brown Chief Planner for the City of Chicopee has confirmed in writing that the proposed operation complies with existing zoning requirements. The additional requirements as set forth by special permit shall be complied with, as they are consistent with the requirements of the statute and DPH regulations.

HCF will be applying for a special permit, site plan approval, and notice of intent as set forth in Exhibit 7.1.

In addition to the proposed Chicopee location, HCF has a lease for a parcel consisting of approximately 5 acres and a greenhouse in Southwick, MA, a right to farm town. The Southwick operation would be for cultivation only and is predicated upon the growth and harvesting of Medical Cannabis being under the definition of "agriculture" as set forth in M.G.L. c. 128, §1A therefore qualifying the parcel for cultivation of marijuana under M.G.L. c. 40A, §3 without a special permit as the site meets the requirements of said statute commonly referred to as the "agricultural exemption."]

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.

[Hampden Care Facility (HCF) will strive to maintain a positive relationship in Hampden County. As a medical marijuana non-profit, HCF is committed to the health and well-being of our patients. HCF will be a contributing member of the community and looks forward to being a welcomed and integral partner. To accomplish this, HCF will maintain a direct relationship with all public and private entities. HCF will maintain a 24-hour hotline so that we can be available to anyone who needs to contact us. HCF will frequently hold informational community forums and address issues and concerns. HCF will work to resolve any concerns in a timely manner. HCF pledges to be a transparent and a beneficial partner in our community.

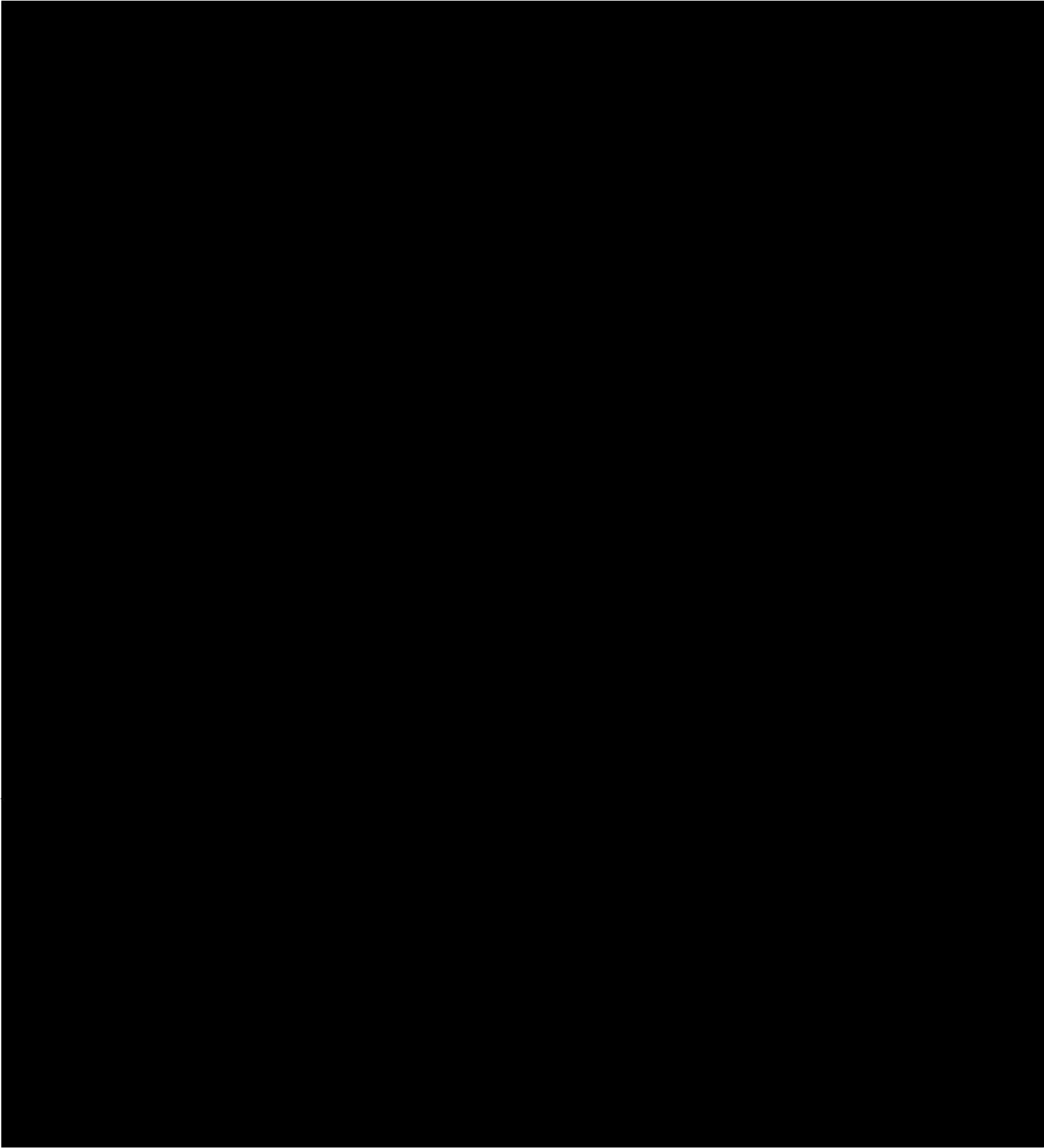
Our community outreach manager, Patrick Gottschlicht, has held a long term belief in compassionate patient care. He has strong ties to the City of Chicopee. Patrick owns and operates an established restaurant in the center of Chicopee which has been a cornerstone in the redevelopment of the downtown. The restaurant currently feeds 100-150 people at Lorraine's Soup Kitchen every Wednesday and will expand with the help of HCF. In addition, the restaurant also co-sponsors the National Night Out which promotes involvement in crime prevention activities, police-community partnerships, and neighborhood camaraderie. Patrick plans to fully sponsor the event with HCF. He will work on a volunteer basis initially to plan, develop, and implement all outreach strategies and coordinate our involvement in community events.

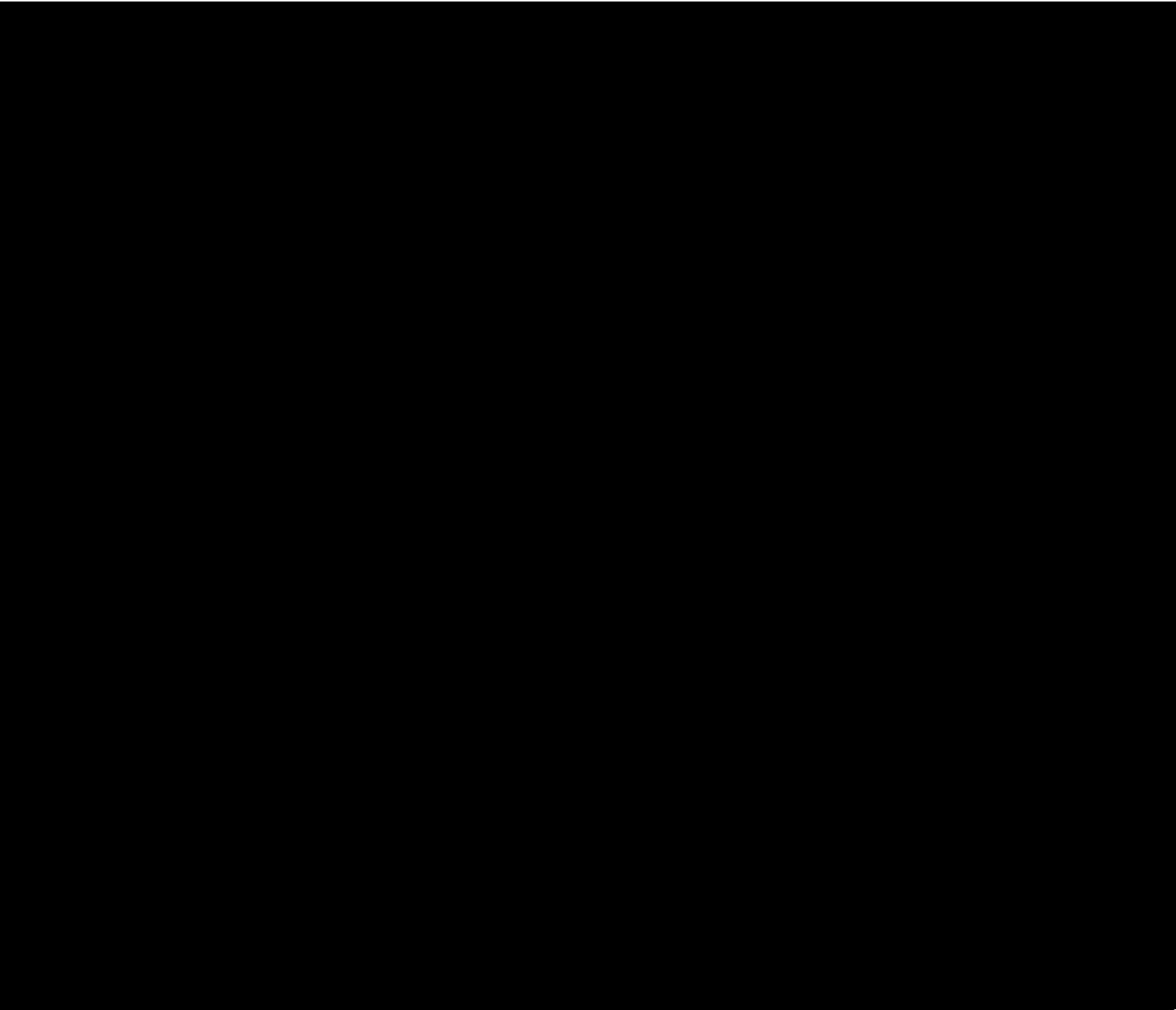
HCF has contacted many non-profits in Massachusetts and Hampden County to introduce HCF and learn how we can help their organization in the future. Our community plan emphasizes our dedication to charitable endeavors and HCF will designate a portion of its budget for these endeavors. HCF will support organizations that promote health and wellness including the AIDS Foundation of Western Massachusetts, Access Nantucket, the Cancer House of Hope, the Massachusetts Public Health Association and any other non-profits that benefit Hampden County. HCF will support clothing and food drives throughout the year to give back to the community. HCF will continue to work with Lorraine's Soup Kitchen by donating food and money, volunteering at their kitchen, and holding an annual fundraiser to support their mission. We plan on participating in a Veteran's Hiring Program, giving preference to qualified veteran applicants. We will be sponsor I Wish I Had Asked (IWIHA) program. IWIHA provides cancer patients and other terminally ill patients the opportunity to connect with their families by recording their anecdotal histories and stories. These stories are made available to each family member on a compact disk (CD) recording so that their unique history can be shared and preserved. We will also work with the Chicopee Public School Health Department to sponsor a substance abuse program in the local schools.

Another objective of HCF's community plan is to provide patients with educational services and programs to enhance their understanding of the overall benefit from medical marijuana program. HCF will hold monthly informational seminars for the community and cover topics that are of interest to our patient base. HCF will provide the most current medical marijuana program rules and guidance to qualified, registered patients free of cost as permitted by DPH regulations. HCF will provide educational materials sourced from licensed testing facilities as well as academic and scientific institutions about the benefits of marijuana and how certain cannabinoids, strains, and manufacturing variations serve specific conditions or ailments.

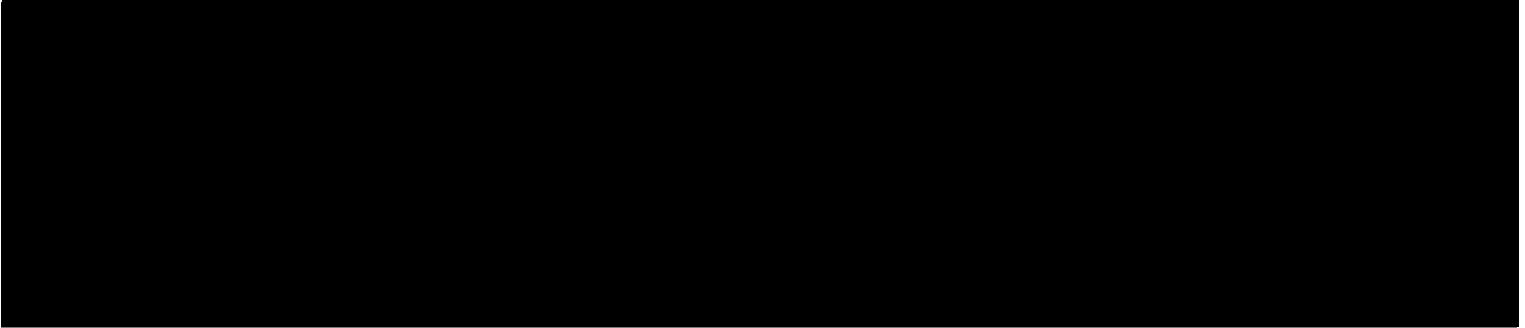
HCF will support local vendors.]

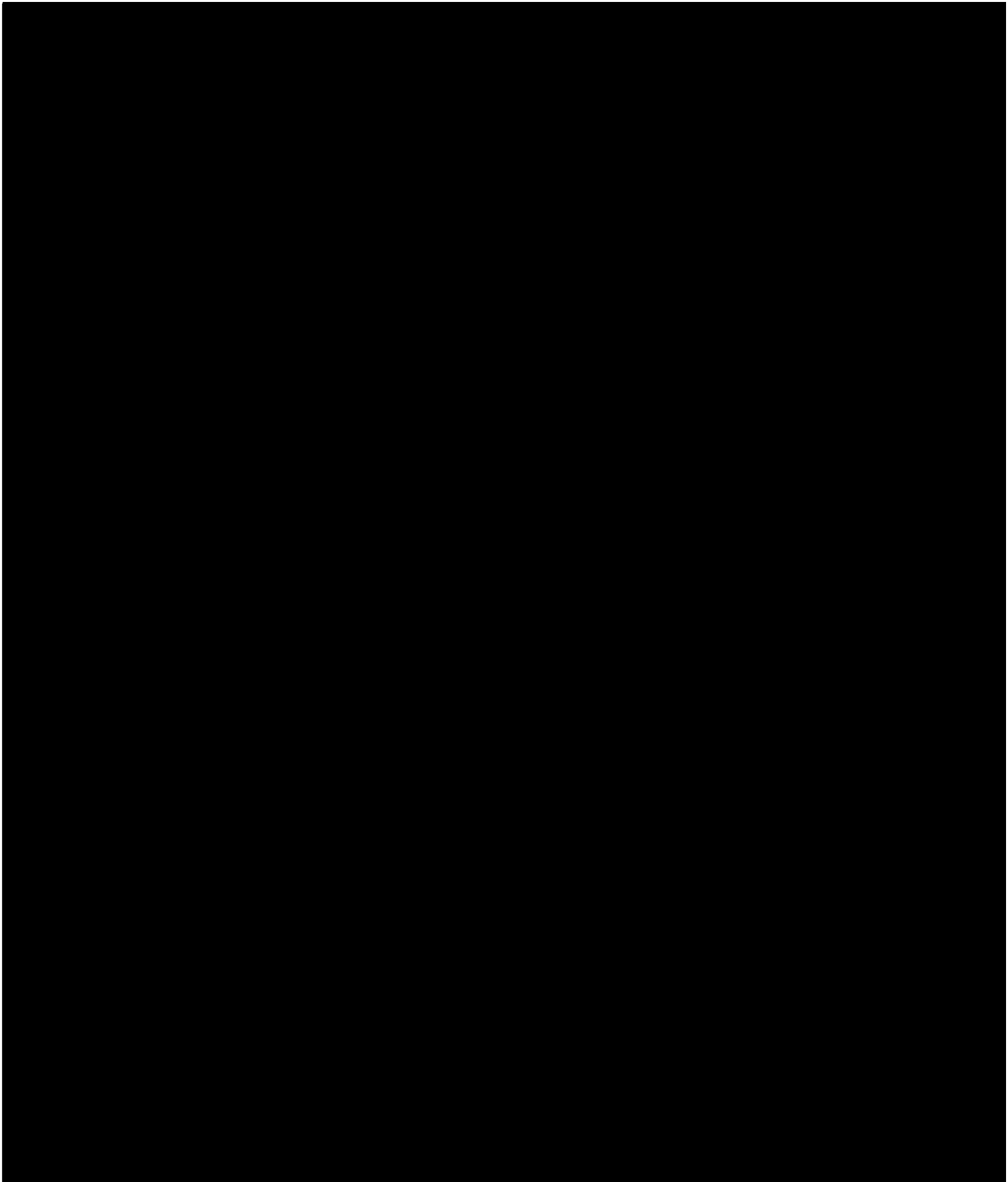
5.8 Provide a description of the proposed enclosed, locked facility that would be used for the cultivation and/or processing of marijuana, including steps to ensure that marijuana production is not visible from the street or other public areas. Note that the security plan will be reviewed as a component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





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





6. Staffing Plan and Development

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

[Hampden Care Facility's Staffing Plan details the processes used to manage our human resources. All employees and consultants are assigned to a department for oversight. Department managers oversee personnel assigned to their department. The CEO/COO has oversight responsibility of the organization, while the board of directors has the responsibility to evaluate the CEO's performance. All employees, contractors, and other types of agents are dispensary agents for the purposes of regulatory compliance and must be registered with DPH.

Department managers are responsible for recognizing promotions, disciplinary actions, quarterly performance evaluations, and performance issues. All managers are obliged to convey essential information regarding employee performance to the human resource director and CEO as often as necessary. Performance reviews are required to be completed by managers at least annually or at the end of any probationary period.

Position descriptions:

The chief executive officer, Mark Zatyryka, oversees the operation of all departments, managers, and agents. The board of directors will delegate responsibility for management and day-to-day operations to the CEO, and he has the authority to carry out these responsibilities, including hiring, in accordance with the direction and policies established. [FTE required: 1.0]

The chief financial officer, William Ketchen, oversees all the finances of the corporation and the bookkeeper. He reports to the CEO. He will ensure that all financial reports are accurate and completed on time. The CFO will also develop HCF's inventory management strategy with the aim of closely tracking the organization's inventory, controlling costs within budgetary limits, generating savings, rationalizing inventory and maximizing available working capital. He is responsible for ensuring incoming product is received and managed appropriately according to company procedure. He will ensure materials are ready and available for production as and when required and the accuracy of the inventory management system. [FTE required: 1.0]

We will also hire an administrative assistant to assist the CFO in overseeing the finances and administration [FTE required 0.5].

The chief compliance officer, Stephen M. Reilly, is responsible for regulatory compliance, as well as municipal regulations applicable at our location and operation. He is responsible for verifying and maintaining software and technology and ensuring that it adequately provides oversight, security, and monitoring in all required areas. He will advise internal management on the implementation and operation of compliance programs and monitor compliance systems, policies, and procedures to ensure their effectiveness. He is



responsible for filing appropriate compliance reports with regulatory agencies and coordinating with our accountant to collect and file taxes for all for the company. [FTE required: 0.5]

The community outreach manager will plan, develop, and implement all outreach strategies. He is responsible for all internal and external communications and public relations activities. He will direct all public relations, advertising, marketing, newsletters, and press inquires. He is the community outreach representative and will plan and coordinate our involvement in community and industry programs. [FTE required: 1.0 – but will be volunteer position in Year 1]

The head of security, Jerry Wawrzyk, oversees all security operations of our facility. He will be responsible for overseeing all security systems and security personnel and ensuring that the security system is adequate, in working condition, and efficient. He will maintain and monitor the security system and advise management on the implementation and compliance of the security program. There will be an additional two security personnel who will report to the head of security. They will perform day-to-day security duties. [FTE required: 3.0]

The head of production, Daniel Boldt, will oversee all production, cultivation and processing operations. He will manage and direct the production staff, which will include cultivation and processing. He is responsible for ensuring that all products are top quality and comply with all applicable laws and regulations. He will report to the CEO, with a cultivation manager (Eric Lindahl) and a processing manager working below him. To staff the production operation, there will be positions for staffing both the cultivation and processing operations. There will be three additional staffers to assist with cultivating and trimming, plus an additional four to assist with processing, packaging and labeling. [FTE required: 10.0].

The dispensary manager, Natasha Dymnicki, will oversee the dispensary operation and all dispensary staff [FTE required: 1.0].

Under the dispensary manager, there will be a position for an assistant dispensary manager [FTE required: 1.0].

Registered qualified patients are supported in the RMD and in home delivery by the patient director, the dispensary clerks, and delivery staff. The patient director will be responsible for patient orientation, paperwork, data, and upkeep. She will maintain accurate records of patient identification, registration documents, scheduling patient traffic flow, answer phones and responds to patient and caregiver inquiries. The patient director will report to the dispensary manager. There will be a position for an administrative assistant who will report to the patient director. There will be four additional dispensary clerks, who will provide superior customer service and educational guidance to registered qualified patients and personal caregivers, arrange and package patient orders, record sales in the point of sale system, handle cash, check, and credit card transactions, and maintain an organized environment and facility appearance. Finally, HCF will employ three delivery staffers. Clerks and delivery staff will report to the dispensary manager. [FTE required: 9.0]

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.

[Hampden Care Facility's CEO, Mark Zatyryka, will coordinate with department managers to acquire all staff. The acquisition process may differ depending on the vacant position and any special circumstances but typically involves the following: identification of need; job classification and description; solicitation of the vacant position using internal posting, partner posting, external posting, temporary staffing agency, or executive search firm; reviewing resumes and applications; performing and recording reference checks on candidates; recording of information from former supervisors; scheduling interviews; delivery of an offer letter to the first choice candidate; performing a criminal background check on the selected candidate to determine eligibility for DPH registration and to identify any other possible disqualifying items; application to DPH for registration; new hire orientation and training only upon successful registration; and completion of the probationary period.



All managers and supervisors must comply with all EEOC guidelines when managing personnel issues. None of our policies or practices discriminate based on or conflict with laws regarding the following: race; height and weight; credit rating or economic status; religious affiliation or beliefs; citizenship; marital status and number of children; gender; arrest and conviction; security/background checks for certain religious or ethnic groups; disability; medical questions or examinations.

All of our executives will register with the Department of Criminal Justice Information Systems pursuant to 105 CMR 725.100(A)(7) and submit to the Department a Criminal Offender Record Information (CORI) report, obtained within 30 calendar days prior to submission, for each individual for whom the RMD seeks a dispensary agent registration. Hampden Care Facility has registered with DCJIS as an employer and has received level one access. We have also adopted a CORI policy in accordance with M.G.L. c.6, s. 171A.

Qualifications for staff:

- Chief Financial Officer: direct experience managing the finances of a non-profit or for-profit business, maintaining sound fiscal procedures, managing budgets, audits, and filings; able to manage and comprehend financial procedures; proficiency in accounting software; college degree in business or accounting; understanding of non-profit finances; strategic thinker, strong manager, and excellent finance skills; leadership and accounting skills.
- Chief Compliance Officer: excellent analytical skills and understanding of 105 CMR 725.000 and Chapter 369 of the Acts of 2012; able to comprehend complex legislation and apply implications on the operations of the RMD; and strong communications skills are required to maintain dialog and relationships with state department officials, law enforcement, landlords, city personnel, as well as the directors, management, and employees of the HCF.
- Dispensary Manager: direct experience in a management capacity or equivalent experience; a sense of urgency; able to direct, coach, support, and delegate tasks to management and employees; able to issue and explain instructions effectively; demonstrated experience in a position requiring critical-thinking, problem-solving, planning and assessment; computer literacy in word processing, point-of-sale systems, and database management; strong oral and written communications skills; and able to manage multiple projects at a time.
- Patient Director: ability to research and analyze new cannabis science; previous experience in non-profit or alternative healthcare facility; ability to develop informational materials and training for staff and patients; and experience in other leadership roles with training and community outreach responsibilities
- Administrative Assistant: experience in dealing with finances, recordkeeping, and administration procedures; knowledge in accounting software; able to deal with complexities, data entry, confidentiality, and details.
- Head of production: experience managing large production operations and personnel; knowledge of production processes and cultivation operations; horticulture or agriculture experience; skilled in multitasking, problem solving, and management.
- Cultivation Manager: experience managing production and cultivation operations and personnel; knowledge of production processes and cultivation operations; horticulture or agriculture experience; skilled in multitasking, problem solving, and management.
- Processing Manager: experience managing production and processing operations and personnel; knowledge of production processes, packaging, labeling and food handling; skilled in systems, processing, and assembly.
- Cultivation Staff: experience in horticulture or agriculture.
- Processing Staff: experience in processing, preparing, and packaging operations.

- Head of Security: experience in overseeing security operations; proficient in maintaining and monitoring security systems; trained in security procedures and anti-diversion measures; able to manage security personnel.
- Security Personnel: experience in security; able to engage in security functions; be of good moral character and in good physical shape; effective communicator, and communicate with sensitivity and tact and maintain confidentiality.
- Dispensary Clerks: empathy; previous experience in medical marijuana or healthcare preferred; accurate data-entry and record keeping; able to answer multi-phone line system; strong attention to detail, organizational skills and time management abilities; superior customer service skills; able to work in a fast-paced, changing and challenging environment; able to handle emergencies and make sound decisions; proficiency in windows-based software and internet navigation; knowledge of medical marijuana policy and law; and able to provide delivery services.
- Delivery staff: direct experience in delivery services; valid driver's license with a clean record; prompt and direct.]

Proof of enrollment with Department of Criminal Justice Information Systems (DCJIS) to complete CORI checks attached as exhibit 6.2

6.3 Provide a detailed summary of the RMD's personnel policies, including proposed wages, opportunities for advancement, the benefits package, and any employment provision required by law that will be offered to employees. Note that the Department will review the RMD's personnel policies as a component of the provisional inspection process.

[Hampden Care Facility's long-range objective is the continuous development of a growing and prospering business through which both the employees and the company will benefit. Our success as a company will be built on the recognition of the skills and efforts made by each employee. We will work with all members of our team in a fair and friendly manner and treat each team member with dignity and respect. Positions are filled internally whenever possible and we encourage employees to explore other departments through job shadowing opportunities. Our employees are held to the highest standards. We operate in a unique environment that demands attention to detail and compliance with all laws and Hampden Care Facility's policies. Employees are required to report any suspected diversion immediately. Hampden Care Facility's employees are essential to the culture of safety, quality, and compliance, and we are dedicated to providing for our patients and our staff. The standard work week will be 40 hours, non-exempt employees are paid one and a half times their regular hourly rate when they work more than 40 hours per week, in accordance with federal and state wage and hour laws. Paid or unpaid time off (personal time, holidays, vacation or any leave of absence) will not be considered hours worked when calculating overtime. Employees must obtain a supervisor's authorization prior to working more than 40 hours a week.

- The CEO will earn a salary of \$50,000 a year.
- The CFO will earn a salary of \$30,000 a year.
- The Chief Compliance Officer will earn a salary of \$30,000 a year.
- The head of production will earn \$40/hour.
- The cultivation manager and the processing manager will each earn \$30/hour.
- Processing staff will earn \$15/hour.
- Gardeners and trimmers will earn \$15/hour.
- The dispensary manager will earn \$20/hour.
- The patient director and assistant dispensary manager will each earn \$15/hour.
- Dispensary clerks will earn \$12/hour.
- Delivery staff will earn \$12/hour.
- Security staff will earn \$15/hour.



Each employee's hourly wage or annual salary will be reviewed at least once each year. Increases will be determined by the ability of the company to financially support them; on the basis of performance; adherence to laws; company policies and procedures; and ability to meet or exceed duties per job description and achieve performance goals. It is our policy to provide opportunities for employees to apply for job openings within the company when opportunities arise. Promotions and transfers will be considered by evaluating each individual's job-related skills, knowledge, and experience; ability, efficiency, initiative, and attitude; and attendance record. We will offer a benefit program for our regular full-time and regular part-time employees. The Massachusetts State Continuation Coverage (Mini-COBRA) will be applied to employees, their spouse, and dependent children who qualify. We will withhold income tax from all employees' earnings and withhold FICA (Social Security) and Medicare contributions as required by law. We will encourage all employees to take time for themselves to rejuvenate and rest. Regular breaks from daily work make everyone more productive. Hampden Care Facility will be closed and employees will enjoy paid vacation on New Year's Day, Thanksgiving Day, and Christmas Day. Employees will be granted time off for medical leave, to serve on a jury and/or military leave. All regular employees both full-time and part-time will be able to return to their same positions once their health returns or their civic duties have been completed. A copy of the jury duty summons and all other associated paperwork are required for the personnel file. All our employees will be paid bi-weekly. Paychecks will not, under any circumstance, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request. Every employee must accurately record their time worked. An employee timesheet and time clock entries are a legal instrument. Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, up to and including termination of employment. Authorized personnel will review time records each week. Any changes to an employee's time record must be approved by his or her supervisor. We will offer health and life insurance programs for regular full-time employees.]

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.

[Hampden Care Facility is committed to training all dispensary agents as required in order to perform all job duties and functions safely and in compliance with all applicable laws and regulations, while ensuring appropriate training in medical marijuana use, safety, security, incident management, and diversion and theft prevention. The CEO will be responsible for providing all relevant and adequate training for each individual involved in company operations. Training will be tailored to the roles and responsibilities of the job function of each dispensary agent. At a minimum, staff will receive 8 hours of on-going training annually. The department managers, in coordination with the CEO, will develop appropriate and necessary training modules, which will be updated as needed. The department managers will determine the need for retraining current employees after a module update or modification. They will also provide new employee orientation and basic training. Specialized areas of training may be provided by outside resources including consultants or service providers. The human resources manager will ensure training content and presentations from outside trainers meets the needs and requirements of the company. The CEO and the department managers shall receive training and advice from resources approved by the board of directors including the operations consultant, attorneys, the security vendor, etc. The department managers are responsible for documentation of all required training including the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. Each training module covers a single topic in-depth for general training or for job-specific training. All modules are developed and

implemented by the CEO in coordination with the relevant department manager. Modules include, but are not limited to, the following: new employee orientation; train the trainer; monthly department meetings; compliance, regulation and law; confidentiality; cultivation safety; dispensary safety; emergency and incident management; inventory management and diversion prevention; manufacturing safety; medical marijuana science; community and patient relations; recordkeeping; product handling and sanitation; and transportation. Training must be department focused and address all items in the relevant plan. All new employees are required to receive new employee orientation prior to beginning work at any facility. The new employee orientation includes a summary overview of all training modules and a review of the Operations Manual including the Employee Manual. We will utilize the train the trainer method throughout the organization. The benefits for trainer managers include enhanced skills and knowledge, mastery of materials, and knowledge transfer to employees. The company gains increased organizational knowledge and a staff that continually engages and operates in a training-based environment. The CEO and each department manager will receive train the trainer certification from a board-approved source (i.e. The American Management Society and the American Society for Training and Development). Department managers may elect to select employees to become department trainers for certain functions. Department managers will utilize these trainers for peer to peer training at monthly department meetings. Each department will hold monthly department meetings. The department manager will create an agenda for each meeting addressing operational issues and reinforcing training priorities. All employees will have a thorough understanding of the legal and regulatory requirements of the company in general and specifically related to their duties through compliance training. All compliance aspects of the Operations Manual will be highlighted in the training. Employees shall receive updated training annually and more often as necessary to maintain a compliant operation. In addition, all dispensary agents will receive confidentiality training. The department managers shall evaluate the training programs annually. Based on the results of the evaluation, the CEO shall implement necessary changes and determine the need for re-training of staff. The Board must approve major training program changes. The department managers shall solicit feedback on the quality and efficacy of a training module from staff who received the training. Feedback may be solicited utilizing the following methods: post-training group discussions, individual interviews, and anonymous surveys. The department managers in coordination with the CEO will solicit feedback from patients, vendors, consultants, community members, etc., about the competence of the company in the areas that the training program addressed. The department managers in coordination with the CEO shall evaluate the effectiveness of training through observation of employee performance. These evaluations will consider the following: adaption of policies, procedures, concepts, and attitudes presented in the training for new employees; level of improvement in the performance of veteran staff; adoption of the training topics in practice and their efficacy; managers and trainer observations of staff attitudes, methods, or competency; and the level of discussion between staff members and managers regarding training topics.]

7. Operations and Programmatic Response Requirements

- 7.1 Explain the RMD start-up timeline, including evidence that the RMD will be ready to dispense within that proposed timeline if the RMD receives a provisional certificate of registration by the Department. The timeline must detail, by location, the start up period, including key benchmarks, leading up to the Department's final inspection.

[In the beginning of December 2013, we will take the following actions to start preparing our facility: receive a site plan from Durkee, White, Towne & Chapdelain; receive an architectural plan from Hervieux Design; Beta, Inc. environmental inspection of our facility; submit Notice of Intent to State Conservation Committee and Massachusetts Department of Environmental Protection. We will also continue working with the City of Chicopee by submitting our site plan to the planning board, submitting a special permit application to the Chicopee Clerk's office, and testify before the City Council Zoning Committee on special permit and site plan in mid-January, 2014. Assuming we receive a provisional certificate of registration from the Department of Public Health, we will submit architectural plans to the Department of Public Health at their request. We



estimate the City of Chicopee will approve our special permit, site plan, and receive building permits in the beginning of February, 2014. We estimate that the Department of Public Health will inspect our facility in mid-February, 2014 and we will receive a certificate of registration to operate by the end of February, 2014. Assuming we are awarded approval from the city, construction will start in March, 2014. Our general contractor will begin demolition, site work, the concrete foundation, construction of the warehouse, utilities (electric, HVAC, plumbing), parking and driveway. We expect the general contractor to complete construction by May, 2014. Once construction is finished, we will have Hampshire Fire Protection install sprinklers, Custom Vault install the vault, Lan-Tel install the security system, Hastie Fence install the fence and have our general contractor begin landscaping. Towards the middle of May, 2014, we hope to be issued a temporary Certificate of Occupancy by the Building Department. Once we receive all required permits, registrations, licenses, and the Chicopee Building Department has completed a final inspection and issued a Certificate of Occupancy, we will begin cloning. If all goes as planned, we expect our first harvest in late August, 2014 and have a final product in early September, 2014. Based on this timeline – as well as our experience working with these contractors and the City of Chicopee in the past – we expect that we will be able to hit our target of opening on September 9, 2014. Our risk level if not completed on time is described in the attached timeline is low.]

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

7.2 Provide a detailed summary of the year-one operating plan, including key business check-in points over the year that will inform business practice improvements.

[Hampden Care Facility is managed by professionals from the healthcare, legal and compliance, and finance fields with multiple years' experience in continuous improvement management. The year-one operating plan will determine the goals of the Board in the first year of operations and beyond. Department managers will be required to identify resources (process owners) for each goal identified, monitor performance against objectives and outline process improvements identified for implementation. The RMD is segmented by operational department. The four departments consist of administration, production (broken down into cultivation and processing), and dispensary operations. The year-one operating plan shall incorporate activities for each functional area to be assigned to a dedicated process owner.

Goal: ongoing employee development

Continual employee development is necessary for the successful adoption of policies and procedures for the RMD, to reduce turnover and disruption to the staff and to maintain patient satisfaction. A content, well-trained and dedicated workforce is key to successful operations. During year-one each process manager will employ employee strategies to advance the skills of employees in their department and enhance their understanding of their role in the RMD. Strategies employed for employee development may include training opportunities, job shadowing and employee to employee knowledge base activities. The process manager shall assess the performance of strategies employed through observation of employee performance and attitude toward their job and work environment. Employees will receive formal 90-day reviews providing them the opportunity to assess the performance of HCF managers and executives. Mid-year the CEO shall send out a confidential survey of all employees to assess the effectiveness of RMD policies and procedures and the rate of implementation. At year-end the process owner shall determine process changes to improve employee development opportunities.

Goal: meet or exceed yield and production goals.

The ability to produce quality marijuana products safely and meet patient demand is crucial to the survival of the entity. A process owner shall be selected to implement the year-one operation plan in the cultivation and processing departments. Some allowance in projections can be attributable to new operations at first; however, if anticipated yields or production quantities are continually lower than expected in year-one, the

process owner 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.

Strategies the process manager can employ to improve lagging yield and production numbers include staff training to identify and report problems in the cultivation area or manufacturing facility immediately. HCF strives to create an environment in which employees are encouraged to identify and rectify problems before they negatively impact operations.

Goal: obtain and maintain a high level of patient satisfaction.

Hampden Care Facility is a non-profit that exists to provide medical marijuana patients in Massachusetts safe access to medicine. The process owner assigned to patient satisfaction must identify multiple strategies to evaluate HCF's performance in relation to patient satisfaction. Contacting patients through a variety of available methods should include a verbal or on-line survey of selected groups of patients quarterly throughout the first two years of operation.

Action: implement process improvements.

Process managers must compile a report to the Board 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 Board based on the process owner's report setting the goals for the follow year.]

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.

[Hampden Care Facility's Cultivation Plan describes how the head of production will operate a safe and secure marijuana cultivation facility in accordance with state regulations and industry best practices. The head of production is responsible for ensuring full compliance with the operational policies and procedures detailed in the Cultivation Plan. In addition to procedural compliance, the head of production will be responsible for the prevention and management of plant disorders, and will follow a general plant healthcare checklist to ensure a healthy cultivation environment. All cultivation practices will be consistent with U.S. Department of Agriculture organic requirements. All documentation methods and forms required for organic crop production are maintained in accordance with procedures contained in the Plan. The head of production will be responsible for daily cultivation monitoring, and maintenance of cultivation records. These records will be made available for inspection and copying by authorized representatives of the business, law enforcement, and the Department as required and approved by management. Organic fertilizers, pesticides and operation methodologies harbor several advantages to the producer and the patient. Use of organic ingredients to foster propagation eliminates many concerns attendant to commercial fertilizers and pesticides. The organic production regime requires strict compliance and sanitation standards and an educated, engaged staff and will provide long term cost savings that benefits the operation and our patients. Hampden Care Facility's guiding principal in addition to our commitment to employee and product safety include using organic pesticides only as a final measure. The head of production will base cultivation decisions on experience and accepted medical marijuana science, and will include implementing sustainable cultivation practices whenever possible. The head of production is responsible for producing consistent and predictable yields while also documenting valuable operating information and data for management.

Our head of production, Daniel Boldt, has worked in Colorado for four years growing cultivating medical marijuana. In his duties, he schedules supplies, employees, planting, cloning, cleaning, harvests, and transportation of finished product. Dan is the head of pest management, trains new growers, and has managed the build-out, start-up, and implementation of a cultivation facility. The CEO will develop and implement with



the head of production an Integrated Crop Management plan that ensures healthy crops and yields by developing and maintaining protocols for the prevention of abiotic and biotic disorders. Disorders can be prevented through management of multiple factors to create an optimal cultivation environment. All cultivation employees are responsible for management of plant health care factors as directed by the head of production, including plant selection and genetic diversity, environmental control and air quality, pest management, water application and quality, sanitation and hygiene, equipment maintenance, chemical applications, nutritional balance and early identification of deficiencies and toxicities.

The head of production must update the Cultivation Plan when Department regulations are added or revised, when the USDA updates the National Organic Plan and when industry best practice dictates a revision. The Cultivation Plan contains a description of practices and procedures required, including the frequency with which they will be performed. The Cultivation Plan must be developed, implemented, and maintained to include a list of each substance to be used as a production or handling input, indicating its composition, source, location(s) where it will be used, and documentation of commercial availability, as applicable. This list will be maintained by the head of production electronically in the Crop Maintenance Log. A description of the monitoring practices and procedures to be performed and maintained, including the frequency with which they will be performed will be maintained to verify that the plan is effectively implemented. All necessary precautions will be taken during the cultivation and processing of marijuana to prevent contamination of marijuana and packaging materials. These safeguards include cleaning and sanitizing all equipment, containers, and other contact surfaces as necessary and controlling airborne contamination. As described in Hampden Care Facility's Quality Control Plan, the head of production will be responsible for ensuring the performance of chemical, microbiological, or other testing as necessary to prevent the use of contaminated ingredients in cultivation and processing operations. The cultivation plan places an emphasis on proper storing and packaging materials for all in-process marijuana and marijuana products appropriately to prevent contamination and adulteration. It is the responsibility of all staff to prevent cross-contamination and mix-ups between contaminated or adulterated marijuana and clean marijuana and using effective measures to protect marijuana products against adulteration by plastic, glass, metal, or other foreign materials when at risk due to processing equipment or materials. The head of production will be responsible for establishing regular and perpetual visual surveillance schedules for each crop in cultivation. Detailed visual surveillance of each crop will be performed and documented weekly at a minimum. Signs of pest infestations, changes in biological colonies, mold and mildew will be addressed on a priority basis. Leaf and tip burn, discoloration, and spotting and other changes in appearance of the media as well as changes in stalk density and branch elasticity are preventable yet somewhat common in marijuana cultivation and will be addressed as a training opportunity by the head of production.]

- 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.

[Hampden Care Facility's marijuana and MIPs will be processed in a safe and sanitary manner. It is required that all product be tested, checked for quality, and meet the standards of DPH before being sold. Our Quality Control Plan and Recall Plan sets procedures for ensuring the production and processing of marijuana is in full compliance with DPH regulations and testing. All MIPs will be prepared, handled and stored in compliance with local and state sanitation requirements (105 CMR 500.00 and 105 CMR 300.000). All manufacturing employees will be required to be trained in quality control by a DPH manager or third-party (i.e. Servsafe by the National Restaurant Association). Quality checks on water and air in the facility will be performed quarterly and after any unusual natural event. Water testing will identify contaminants and results will be maintained. Precautions will be taken during cultivation and processing to prevent contamination. Representation samples will be taken from each batch by the head of production or third-party laboratory employee in accordance with guidance to be provided by DPH. Samples will be recorded in the inventory



management system and held in a secured storage area. Sample records will accurately reflect the origination of the sample to allow for tracing. It is our policy to comply with all DPH testing. All marijuana will be tested for the cannabinoid profile and contaminants including mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides. All contractual testing services will be provided by a laboratory that is accredited ISO 17025 by a third party accrediting body such as A2LA or ACLASS or certified, registered, or accredited by an organization approved by DPH. We will maintain the results of all testing for two years in accordance with our Recordkeeping Plan. If approved by DPH, CannaSafe Analytics will provide our facility with accredited testing services. CannaSafe is accredited ISO 17025. Testing will be performed on harvest batches no more than 10 pounds per batch or in accordance with DPH requirements. This lab will test all products as frequently as required in accordance with DPH. We will enter into an arrangement with CannaSafe for the purposes of testing with a stipulation that those responsible for testing be registered as dispensary agents with DPH. No part of our team will be permitted to have any financial or other interest in the laboratory providing testing services. No employee of the laboratory providing us testing services will receive direct financial compensation from Hampden Care Facility or its agents. All marijuana transported to a laboratory for testing purposes will be done in accordance with the procedures in our Transportation Plan. Transportation of all of our products to and from the laboratory will comply with 105 CMR 725.110(E). Any excess product the laboratory possesses will be returned and disposed of in accordance with our Waste Disposal Plan. No product will be sold without being tested and an adverse incident report may warrant a withdrawal or recall of our products. Where a recall or withdrawal is warranted, contaminated product will be destroyed in accordance with our Waste Disposal Policy. In the event of a recall, we will issue a press release, and notify DPH immediately. In the event of a withdrawal, we will begin execution immediately upon any request or mandate from any regulatory body with authority to do so or upon direction from the CEO. The CEO will determine the need to execute a withdrawal or recall in order to protect patient health from products that present a risk of injury or gross deception, or are defective. A qualified recall team is to receive appropriate training through mock withdrawal and recall procedures semi-annually to identify capability, potential problems, and allow personnel to become familiar with recall procedures.]

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 containing marijuana and/or MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations by Hampden Care Facility. Waste disposal is one of the key components of our Anti-Diversion Plan. All disposed waste will be recorded in a waste disposal log detailing the date of disposal, type and quantity of waste disposed of, manner of disposal, and the name of the patient or caregiver who supplied the waste, if applicable. Our waste disposal provisions include details for excess product disposal, liquid and solid waste disposal based off guidelines from the Department of Environmental Protection, composting practices, and the disposal of expired, contaminated, or otherwise unusable medical marijuana products. Any marijuana that is not needed in order to serve the projected needs of registered qualifying patients must be properly disposed. The CEO is responsible for determining and documenting the need for excess inventory disposal in coordination with the dispensary manager. Department managers are responsible for ensuring the quality and safety of medical marijuana products in their inventory on a daily basis. Department managers must ensure that expired, contaminated, or otherwise unusable medical marijuana products are disposed of in accordance with the Waste Disposal Plan and properly recorded in the inventory management or point of sale systems. We will accept at no charge unused, excess, or contaminated marijuana from registered patients or caregivers and destroy it as provided in 105 CMR 725.105(K) and maintain a written record of such disposal in the Waste Disposal Log which shall include the name of the patient or personal caregiver if applicable. Liquid waste containing nutrient residues, marijuana, or by-products of marijuana processing shall 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.

Medical marijuana waste will be ground and incorporated with solid wastes such that the resulting mixture renders the medical marijuana waste unusable. Once such waste has been rendered unusable, it will be disposed of in a solid waste management facility that holds a valid permit issued by the Department of Environmental Protection. If the material mixed with the medical marijuana is organic material as defined in 310 CMR 16.02, the mixture may be composted at an operation that is in compliance with the requirements of 310 CMR 16.00.

Any dispensary agent must report any diversion including the unauthorized destruction of marijuana to the CEO. The CEO must report any verifiable incident to the Department and law enforcement in accordance with our Recordkeeping, Reporting, and Notification Policy. The waste disposal log will be used to document the disposal of medical marijuana waste. Records of waste disposal will have both a manifest number and a certificate of disposal. The Waste Disposal Log will document the date of disposal; type of waste (expired, mold/mildew, contaminated, unusable product, returned product, or other); detail about the waste (strain or product name and why the product is being disposed of); type of disposal (internal addition to waste container, transfer to waste disposal facility, theft, other); name and badge ID number of employee; location and ID number of container; weight of marijuana added to the container if applicable; weight of marijuana removed from the container, if applicable; patient or caregiver name, if applicable; manifest for transfer to waste disposal facility; certificate of disposal; and signature. All waste that contains medical marijuana products will be treated the same as medical marijuana ready for sale, so as to prevent diversion or theft.]

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.

[We intend to provide a large variety of products to benefit many patient populations. Infused products and vaporizers offers the medicinal benefits of cannabinoids without the combustion of plant material. Production operations and facility equipment will be in compliance with Good Manufacturing Practices, local ordinances and codes.

Types and Forms of MIPs HCF will provide:

- Hash is comprised of concentrates made from cannabinoid-rich glandular trichomes with agitating equipment and ice.
- Hash oils are essential oils and resin mixtures extracted from mature flowers through the use of ethanol, hexane and butane solvents via an ASME certified closed loop system. Examples of products made with hash oil are capsules, sublingual tablets, infused cooking oils, suppositories, salves, lotions
- Edibles are brownies, cookies, candies, pies, chocolates, drinks, honey and granola with a variety of CBD strengths.
- Refillable pre-dosed oil vaporizers will be filled with premeasured doses of hash oil.

Food Protection Processes

The production manager ensures a variety of products are made from marijuana by-product; oversees all production processes; and ensures all products have been properly decarboxylated. Development of production formulas and batch production records will be in accordance with the FDA guidelines. Our edible MIPs products will not bear a reasonable resemblance to any commercially available candy product. All edible MIPs that resemble a typical food or beverage product will be packaged in opaque packaging and labeled in accordance with 105 CMR 725.105(E)(3). Products with multiple dosing levels may be achieved through production or packaging methods.

Sanitation

All edible MIPs will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 330.000 and 500.000; Good Manufacturing Practices; and FDA Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. Sanitary maintenance schedules will apply to all production areas and be recorded in the facility maintenance log. Employees must follow basic hygienic practices to mitigate the contamination of MIPs including, but not limited to, appropriate clothing and personal cleanliness. Any employee who might be the source of a microbial contamination is prohibited from the production area until no longer a source of contamination. All facility contact surfaces, utensils and equipment will be maintained in sanitary conditions. Our water supply will be sufficient, safe, potable and frequently tested. Our facility's plumbing will be of adequate size and design, installed properly, and maintained. Our toilet facilities will be ADA compliant, maintained in a sanitary condition and in good repair. Finished products will be adequately transported and stored to avoid contamination.

Storage

The CEO is responsible for ensuring compliance of all storage areas in accordance with the security requirements of applicable laws and regulations. Adequate lighting, ventilation, temperature, humidity, space and equipment will be provided. Any toxic materials will be identified, held and stored in a manner that protects against contamination of marijuana and MIPs. There will be a designated separate storage area for outdated, damaged, deteriorated, mislabeled, contaminated, breached or opened marijuana products until such products are destroyed. All safes, vaults and any other equipment used to process marijuana will be clean, securely locked and monitored.

Dispensing

Immediately upon entry to our dispensary all registered qualified patients and personal caregivers will be verified in the Department database. We will only display one sale product sample. Employees will be trained to speak with patients about all products and regulation compliance. Any dispensary agent may refuse to dispense if the person would be at risk. All transactions will be inventory documented and integrated with a POS system for regulatory and safety tractability. The POS system will generate the appropriate patient informational label. Patients will receive educational materials, including test results, on the use of MIPs. Two employees will verify the accuracy of any order. All delivery orders will be affixed with a single use seal and seal identification numbers will be entered into the POS system and printed on the transportation manifest.

Labeling

All MIPs will have a legible, firmly affixed label on which the wording is at least 1/16 inch in size on each MIP that we prepare for dispensing, containing: the registered qualified patient's name; the name, registration number, telephone number, mailing address, and website of our company; the name of the product; the quantity of usable marijuana contained within the MIP in ounces; a list of ingredients, cannabinoid profile, and THC level; the date of creation and the recommended use by date; the batch number, sequential serial number, and bar code; directions for use; a statement that the product has been tested for contaminants, there were no adverse findings, and date of testing; a warning if any allergens are contained in the product; and this statement: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN." MIPs will be packaged in child-proof and heat-sealed packaging.

Tracking

Our seed-to-sale system will be utilized at all times. Registered qualified patients and personal caregivers will be required to sign purchase orders, invoices, and manifests to increase accountability. A web-based ordering control system will provide records of purchase times, dates, and quantities. All purchases will be tracked in our point of sale system to ensure that no registered qualifying patient is sold more than what is allowed under the law.]

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.

[Hampden Care Facility's CFO is responsible for the oversight of all inventory management activities. The chief compliance officer shall verify adherence to law, procedures, and policies. Department managers are responsible for the accurate recording of all inventory transactions in their department. They will be responsible for ensuring that our cumulative inventory of seeds, plants, and usable marijuana reflects the projected needs of registered qualifying patients. Beginning inventories will be established based on demand projected in our business plan. Inventory limits will be adjusted by the CEO to anticipate future patient needs. The CEO, in coordination with the department managers, is responsible for the accurate real-time reporting of marijuana inventory including the following: marijuana plants; marijuana plant-clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal. The CFO will ensure that inventory management and point of sale systems are accurate and capable of producing the following reports upon request: marijuana flowers in process in all locations; the starting and ending weight of all marijuana flower batches and extraction batches; marijuana trim on-hand for production; MIPs in process; marijuana in storage by location; plants in production by stage of development; marijuana in locked containers awaiting disposal; and an audit trail of all inventory adjustments.

The CFO will direct department managers to perform certified inventory counts on a regular basis utilizing a cycle count method. A cycle count requires the department manager perform a complete count of the inventory over a period of time counting inventory groups individually. Each department manager will ensure that cycle counts are completed on schedule with minimal possible impact on regular operations. The same personnel will be assigned to recurring inventory groups whenever possible. The department manager will review any discrepancies and approve all inventory management system adjustments. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the RMD or a dispensary agent will be reported to the CFO and the Department of Public Health in accordance with the Recordkeeping, Reporting, and Notifications section. All counts will be recorded in the inventory log and entered into the inventory management system or point of sale system immediately if counted on paper or by recording device. Any discrepancies identified during inventory will be reported to the Department of Public Health.

Prevention of diversion:

Immediately upon arrival to the facility, and no later than eight hours after arrival, two dispensary agents will re-weigh, re-inventory, and account for on video and in the inventory system all marijuana and MIPs. Containers will be physically examined for evidence of tampering. Two agents will confirm the accuracy of entries to the inventory management system or point of sales system. Any discrepancy will be reported to the department manager immediately to be investigated.

Seed-to-sale tracking procedures:

We will utilize MJ Freeway's point of sale and inventory control software to track all marijuana from seed to sale. This fully integrated system includes features for tracking, managing, and reporting on all business operational facets unique to this industry. The software assigns a batch number to each set of plants and maintains this number until the finished product. This includes tracking employees who touched the plant, what nutrients went into a plant, MIP operations, movement of a product, and other adjustments performed through distribution ensuring that nothing falls through the cracks. All inventory movement will be tracked in ten-day increments for discrepancy identification. Patients will be required to sign purchase orders, invoices, and manifests to increase accountability. The CFO will ensure that inventory control systems and point of sale systems provide a number of reports that detail essential information for the tracking of marijuana.

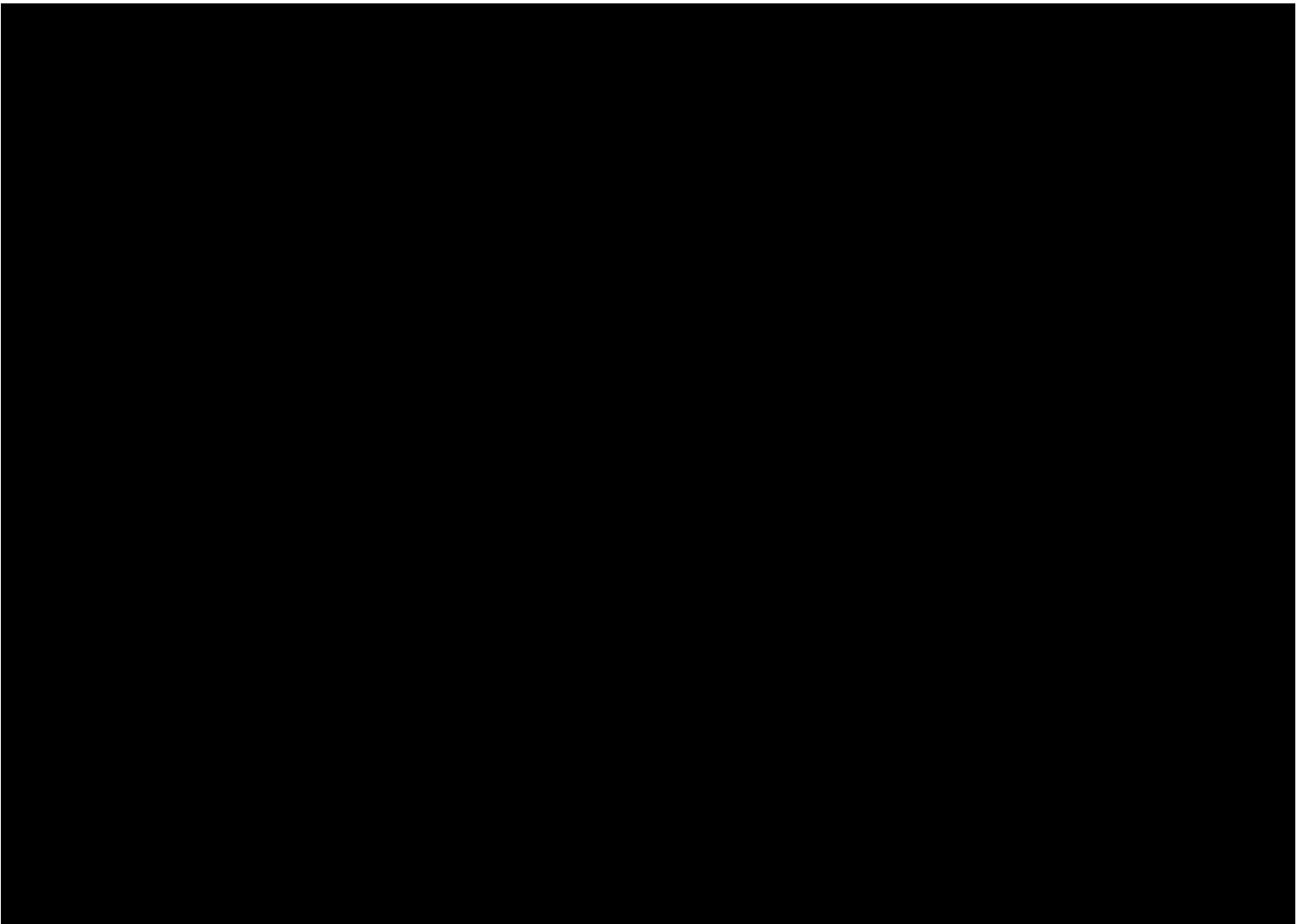
Storage of marijuana products:

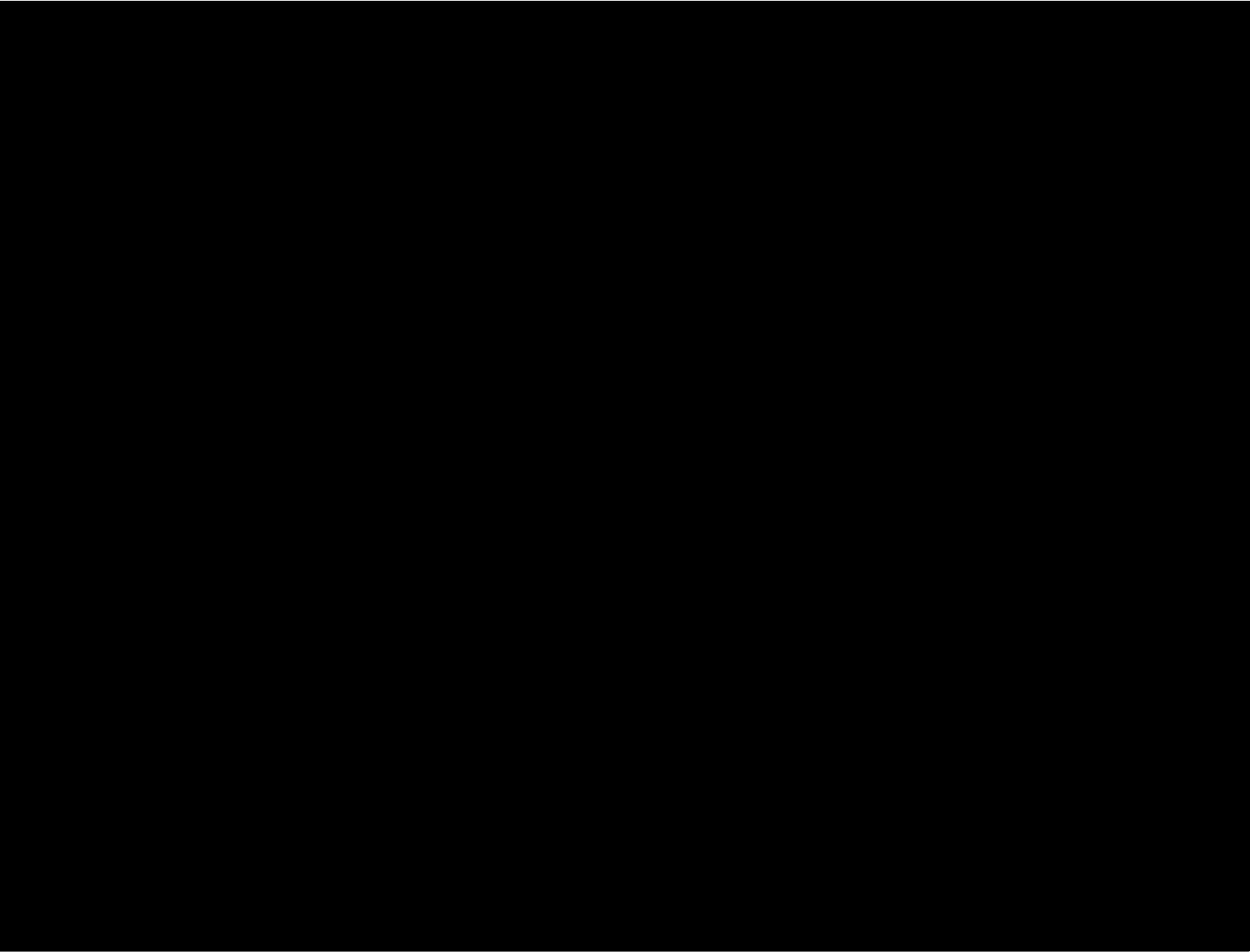
All of our storage areas will have adequate lighting, ventilation, temperature, humidity, space, and equipment. There will be a separate area for storage of marijuana that is outdated, damaged, deteriorated,



mislabeled, contaminated, or whose containers or packing have been opened or breached, until such products are destroyed. All storage areas will be maintained in a clean and orderly condition, be free from infestation of pests, and maintained in accordance with the security requirements of 105 CMR 725.110. The CEO in coordination with the department managers is responsible for monitoring and restricting access to secure storage of medical marijuana. All marijuana in the process of cultivation, production, preparation, transport, or analysis will be housed and stored in locked containers and only the minimum number of specifically authorized employees will have access. At the end of the day, all marijuana and infused products will be returned to a secure, locked, and designated area. All safes, vaults, and any other equipment areas used for the production, cultivation, harvesting, processing, or storage of marijuana and MIPs will be securely locked and protected from entry at all times except for the actual time required to remove or replace marijuana. Surveillance cameras will be pointed directly at these storage areas and the camera's field of view will not be obstructed. Storage and transportation of finished products will be held under conditions that protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container.]

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.



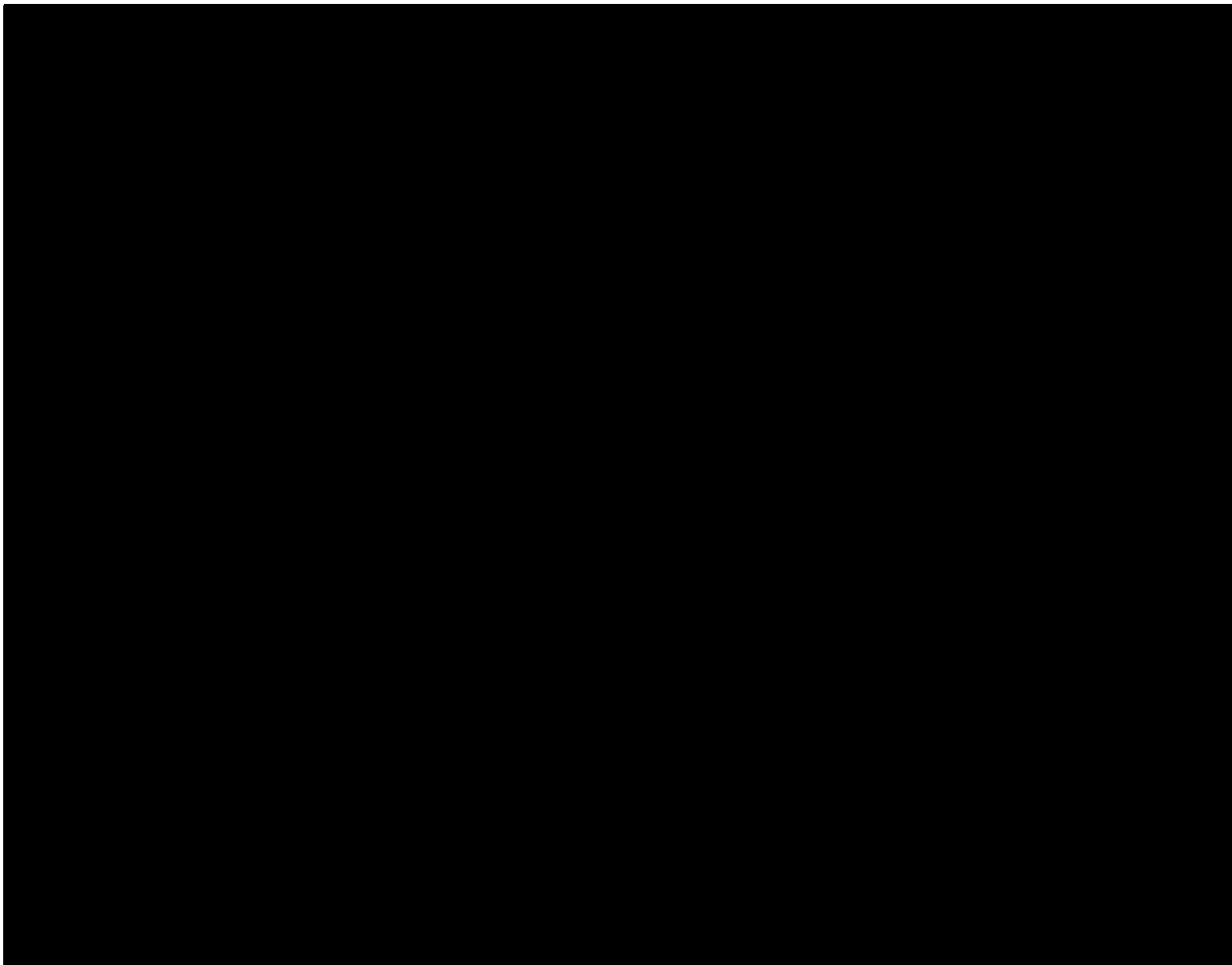


7.9 Define the applicant's service area and provide an analysis of the projected patient population and projected need in the service area of the proposed RMD, including the applicant's strategy for delivering culturally competent and linguistically appropriate services.

[Hampden Care Facility's service area is the entirety of Hampden County. As well as delivering to Hampden County patients, we will also deliver to Hampshire County patients. We will make special deliveries to any qualified registered patients anywhere in the state in instances where we carry a product that is not available in their area. In a report by BBC Research & Consulting, the estimated number of patients in Hampden County was 10,173. BBC estimated the number of eligible patients in Massachusetts by applying state and national prevalence rates to the qualifying debilitating medical conditions allowed by law. Using capture rates from Colorado, BBC estimated the number of patient likely to use marijuana to treat eligible medical conditions and potential demand for medical marijuana. The methodology assumes that eligible patients in Massachusetts will elect to use medical marijuana for treatment of their condition in roughly the same frequency as patients in Colorado. By applying the Colorado condition prevalence rates to Massachusetts' population, we estimate the total number of individuals in Massachusetts with a debilitating medical condition that would qualify them to apply for a medical marijuana license under the current law. Prevalence rates for cancer and HIV/AIDs are documents by the patient through surveillance (statecancerprofiles.cancer.gov and the

Massachusetts Department of Public Health, HIV/AIDS Surveillance Program, January 2013) and all other conditions are calculated by the medical and research profession using a variety of statistical techniques. Not all patients who qualify for a medical marijuana license will seek one out. Based on data from Colorado, BBC calculated capture rates to estimate the proportion of qualified patients, by condition, who pursued a license in Colorado. For example, there were 638 licensed patients in Colorado with HIV/AIDS. Dividing that number by the total number of persons with HIV/AIDS in Colorado, 11, 414, we get the capture rate of 5.59%. We then can estimate the number of patients by calculating the same capture rate and applying it to Massachusetts data. The total estimated potential patients range from 140,560 to 151,440. Geographic distribution was calculated by multiplying the county's percentage of the state population by the total number of estimated patients. We will contract with a interpreter service to communicate with patients that speak other languages. Our menu will be available in brail for visually impaired patients and our staff will be trained in sign language to communicate with hearing impaired patients.]

- 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.

[Hampden Care Facility will maintain true, complete and current records. Our Patient Recordkeeping, Reporting, and Notifications Plan details procedures for ensuring the maintenance of records that will be available for inspection by the Department or other authorities upon request. The CEO is responsible for recordkeeping and will maintain a current organizational chart and job descriptions for each employee and volunteer position. We will maintain records in accordance with Department requirements. Measures are established for the maintenance of records relevant to operating procedures, inventory records including seed-to-sale tracking, personnel records, staffing plans, personnel policies and procedures, staffing plans, waste disposal records, product testing and recall records, CORI reports, security records, designated business records, and additional required Department reporting. Business records that will be maintained include: assets and liabilities; insurance and escrow requirements; monetary transactions; books of accounts; sales records that indicate the name of the registered qualifying patient or personal caregiver to whom marijuana has been dispensed including the quantity, form, and cost; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value to any individual affiliated with our company including members of the non-profit. Provisions are established to ensure confidentiality and prevent disclosure of information about registered qualifying patients, personal caregivers, and dispensary agents. All patient records will be handled in a manner similar to protected medical records. Measures for addressing and reporting any loss or unauthorized alteration of records related to marijuana are detailed in the full plan. The CEO is responsible for all record keeping requirements and the proper integration of those requirements into policies and procedures. Information held about registered qualifying patients, personal caregivers, and dispensary agents is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required by law or pursuant to an order from a court of competent jurisdiction, provided however the Department may access this information to carry out official duties. No employee is allowed to disclose patient information to any person other than another employee for operational purposes only or a patient's designated personal caregiver. The patient director is responsible for patient records management and security. Any computerized inventory or point of sale system must offer acceptable levels of data protection equal to that of HIPAA protection. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents must be reported immediately to the CEO, who will report any incidents to the Department and law enforcement. We will utilize the Department's electronic registration and dispensing tracking system and integrate it into our point of sale system. We will comply with any ongoing reporting to the Department on operational, quality, and financial information in a form and manner to be determined by the Department. The CEO is responsible for the accuracy and timely submission of all required reporting. A third-party compliance officer is required to perform audits of all records to ensure their accuracy and to review the performance of the point of sale and inventory management systems. A culture of responsibility and detail orientation will be consistently encouraged with employees. The importance of recordkeeping and reporting as a part of a highly regulated

environment will be stressed in day to day supervision and training. Accuracy and detail by employees will be strongly encouraged and highly rewarded.]

- 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.

[Hampden Care Facility (HCF) has a sliding scale financial assistance program to ensure access to medical marijuana to all patients in need regardless of their financial limitations. Additionally patients who qualify for our Financial Hardship Assistance Program (also called Hampden Cares) will receive access to free delivery service at least twice per month for normal treatment and at all times in emergency situations. HCF intends to provide one free gram of medical marijuana per week as an automatic baseline service for qualified patients on Mass Health, Worker's Compensation or anyone who can document their financial need while suffering from a terminal or chronic debilitating condition such as paralysis. HCF management will conduct case by case evaluations for exceptions to the baseline assistance rate and other policies and procedures. All patients are eligible to submit a hardship application with supporting documentation as established by the HCF Board. The dispensary manager will have discretionary approval in evaluating the documents and conditions of the applicant.

The program budget and number of patients awarded access to the program will grow as HCF grows. Initially, HCF is budgeting 8% of gross income to the Financial Hardship Assistance Program. However, as with many non-profits the program must monitor, document, and cap all assistance services. The Financial Assistance Program evaluation process is essential to provide assistance to as many patients as possible while maintaining organizational financial stability and potential for growth of the non-profit's services. The Financial Assistance Program will be overseen by the dispensary manager at the direction of the HCF Board.

Eligibility is based on the patient's income. A patient must provide proof of assistance from Mass Health, Worker's Compensation, or provide certified copies of their federal and/or state tax income returns for review in order to qualify for assistance.

During initial operations, HCF will conduct regular and thorough program reviews to ensure parity and proper deployment of these charitable resources. Once HCF attains positive cash flow, the program will be regularly reviewed and evaluated on the basis of the previous quarter against annual gross income trends (or month to month if in the first year of operations) to approximate current and future needs, and to identify the patient population with documented need for financial assistance. The HCF Board will review and adjust assistance levels based on the desired mix of efficacy, supply, financial impact, and patient feedback.

Patients with a need beyond the maximum award level may be approved by the CEO for a higher voucher award. Patients with physician recommendations lower than 10 ounces per sixty days or higher than 10 ounces per sixty days will receive adjusted voucher amounts. Participation in the program is on a first come, first serve basis. The dispensary manager shall maintain a waiting list of applicants to select new participants when program slots become available. Patients must provide new award letters upon the one-year anniversary of the award or provide tax returns every 12 months to maintain active status in the program. All patients participating in the program are required to sign an anti-diversion and responsible use pledge. Any patient suspected of diversion will be removed from the program immediately by the dispensary manager. All financial documentation submitted for review shall be held in confidence and retained in a locked file cabinet in a secured area that is locked every evening after business hours.]

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.

[Hampden Care Facility's Patient Education Plan is a comprehensive plan that includes an allotment of educational materials developed by Americans for Safe Access that are in compliance with Department regulations. They will be provided to our registered qualifying patients and their personal caregivers in every orientation session. An adequate supply of up-to-date educational materials will be maintained and made available for distribution. The educational materials will be available in languages accessible to all patients we serve, including for the visually and hearing impaired. All educational materials will be available, upon request, for inspection by the Department. Patient education materials will include verbal and written direction that: Department required warnings pertaining to marijuana's lack of FDA approval; a warning that it should be kept away from children; potential health risks; driving and machinery operation prohibitions; information to assist in the selection of marijuana; materials for tracking strains used and their associated effects; information on dosage, the impact of potency, titration, and methods of administration with an emphasis on using the smallest amount possible to achieve desired effects; facts regarding substance abuse signs, symptoms and referral information for substance abuse treatment programs; a discussion of tolerance, dependence, and withdrawal; and a statement that patients may not distribute marijuana to any other individual and must return unused, excess or contaminated product to the RMD from which they purchased the product for disposal. The patient educational materials will include information from the Americans for Safe Access Patient Resource Program. The patient director is responsible for providing and maintaining patient education materials in accordance with Department regulations. We may engage the services of a third-party for translation services if needed. The patient director may also coordinate and schedule quarterly educational events for patients and caregivers free of charge covering in-depth topics relevant to our community. All new patients and caregivers visiting our RMD for the first time will receive a new patient guide. The guide will be updated semi-annually by the CEO and only include information from credible sources.

We will maintain a corporate sponsorship with Americans for Safe Access, the national patient information and advocacy non-profit group. This sponsorship provides us with preferred access to ASA's services which may include: discounted publications for patient and caregivers including condition based booklets for Cancer, HIV/AIDS, Arthritis, Chronic Pain, Movement Disorders, Gastrointestinal Disorders, Multiple Sclerosis, and Aging; discounted training for employees; regular updates and advocacy opportunities.]

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.

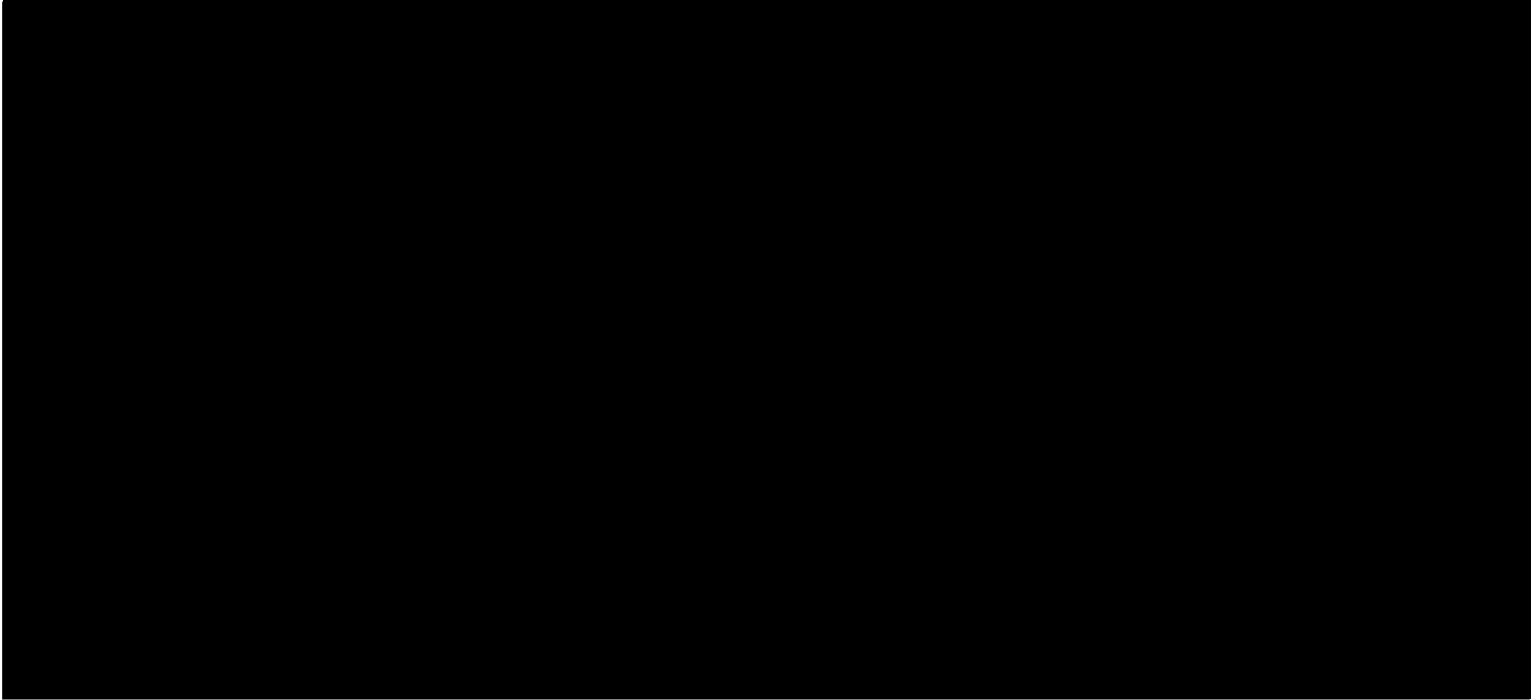
[Hampden Care Facility's Marketing and Advertising Plan details how to use printed advertising to market health and wellness services and products offered at RMD in compliance with state laws and regulations. It is an established practice that we will never use medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana in our logo pursuant to 105 CMR 725.105(L). We will never produce any items for sale or promotional gifts bearing a reference to marijuana or MIPs, including in our logo.

Hampden Care Facility's logo is a simple light blue circle with the letters "HCF" inscribed in the middle in dark blue font.

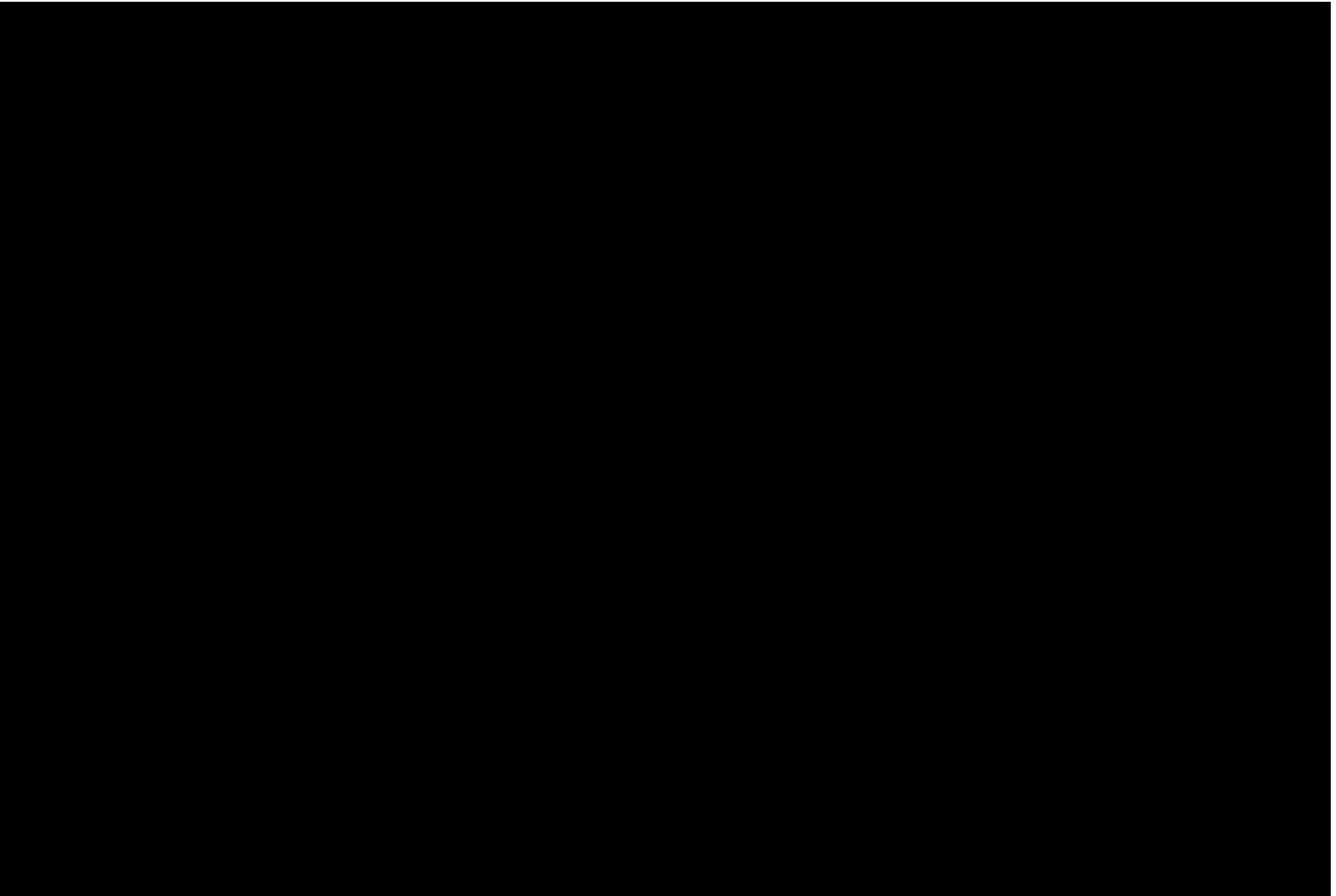
The company logo has been approved by the board of directors and CEO to ensure appropriateness and consistency of use. We prohibit the use of any statement, design, representation, picture, or illustration that: encourages or represents the use of marijuana for any purpose other than to treat a debilitating medical condition or related symptoms; encourages or represents the recreational use of marijuana; is related to the safety or efficacy of marijuana unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor, which shall be made available upon the request of the Department; and portrays anyone under 18 years of age. We will only pursue advertisement opportunities in alternative medicine, pain management, or similarly focused industry publications to promote our company in a responsible manner to an intended audience of qualifying patients. We will provide a website with basic information to assist patients in contacting us and with general information on medical marijuana and the law. Once established and verified as a qualified patient, we will provide a patient and their caregiver with access to a secure web based ordering system that provides pricing, specific product information, and pre-ordering capability. All web orders for delivery will be confirmed by telephone and comply with all policies outlines in the Product Storage and Transportation Plan. We will never produce any items for sale or promotional gifts, such as T-shirts or novelty items, bearing a symbol of or reference to marijuana or MIPs, including the logo of our company. External signage will only display the registered company name and address to assist qualifying patients and their caregivers in locating the business. External signage will only be illuminated 30 minutes before sundown until closing and comply with all local requirements regarding signage. A phone number and website may also be displayed to provide a resource for patients to obtain additional information about our company. We will ensure that all medical marijuana, products, and associated products are not visible to a person from the exterior of our facility. Our advertising practices will promote our company and the medical marijuana program in a respectful, educational, and medically toned manner. We are committed to preventing diversion to minors and will add safeguards on all websites and social media pages to deter under-age access.]

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





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



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

[Hampden Care Facility has developed detailed Emergency and Incident Response Plan and training program that prepares staff to handle any type of incident. Complaints regarding the safety or quality of a product is handled in accordance with the Quality Control and Recall Plan. Incidents regarding physical emergencies, theft, and other security risks are governed by our Emergency and Incident Management Plan. Operational complaints from patients or neighbors are managed in accordance with our Community and Patient Relations Plan. Regardless of incident type, Hampden Care Facility responds to incidents and complaints immediately. Each incident is handled in relation to its severity and immediacy. All theft, diversion, and unlawful product destruction is reported to DPH and local authorities by the CEO, as required. The Emergency and Incident Response Plan establishes procedures for addressing any occurrence including natural disaster, unauthorized access, theft, disclosure of confidential information, or any other adverse incident in accordance with applicable legal and regulatory requirements and Hampden Care Facility policy. Provisions for general emergency and incident management, general incident containment and corrective measures are thoroughly detailed in the Plan. Primary and alternate contact lists are contained therein, in addition to a notification tree and Incident Assessment Checklist. The CEO is assigned responsibility for confirming the occurrence of an Incident requiring the execution of this protocol, and for ensuring the response protocol is followed. We will immediately notify appropriate law enforcement authorities and the Department within 24 hours after the discovery of a reportable Incident as defined by Department regulations. Measures for Incident reporting in accordance with state law and regulations are comprehensively detailed. Incident reports will be maintained for no less than one year and made available, upon request, to the Department and to law enforcement authorities acting within their lawful jurisdiction. Adverse incidents will be used as a training opportunity once resolved, as appropriate. With respect to an adverse incident complaint that entails a product recall, the primary emphasis of activities described within this protocol is the protection and safety of our patients and employees, a rapid return to a normalized and secure state as quickly as possible, while minimizing the adverse impact to the Hampden Care Facility. Product recall procedures are addressed in Hampden Care Facility's Product Recall Plan. There are two levels of product recall: recall and withdrawal. A recall is generally undertaken to protect patient health and safety. In the event of a recall, Hampden Care Facility must issue a press release and notify the Department immediately. A withdrawal is generally conducted for quality purposes or as a precautionary measure before an official recall is implemented. The classification of a recall typically involves the presence of bacteria or a substance that may cause a potential allergic reaction. The term "recall" can have legal, insurance, and liability implications. The term should be used carefully and only when regulations mandate. Otherwise, the term withdrawal must be used. Any determination by the CEO to implement recall procedures must be supported by test results or other scientific documentation or expert opinion. The Quality Control and Recall

Plan outlines our procedures for quality control that will ensure the production and processing of marijuana is in full compliance with Department regulations and mandatory testing requirements. The provisions contained therein are established to ensure all marijuana produced by Hampden Care Facility is tested for contaminants and cannabinoid profile in compliance with testing guidelines published by the Department, and to ensure that the results of all testing are maintained for no less than one year. A contractual arrangement for testing services will be maintained by Hampden Care Facility at all times, with an appropriately accredited laboratory approved by the Department. Upon receipt of executive approval, the CEO will notify legal counsel and maintain communication with counsel throughout the withdrawal or recall procedures.]



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: [Thomas] **Last Name:** [Gallagher]

Title: [President]

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



CHECKLIST OF REQUIRED DOCUMENTS FOR SUBMISSION IN PHASE 2

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

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

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

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



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: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Attach organizational chart.

 ORIGINAL

Dr. Shawn Charest | Alesia Days | Thomas Gallagher | Peter Gallagher | Jennifer Gottschlicht | William Ketchen | Dr. Bruce Nassau
Board of Directors

Responsibilities: oversee the work and finances of the corporation and ensure they are conducted in accordance with the articles of incorporation and the by-laws; appoint officers of the corporation; examine and approve the corporate accounts; and carry out the mission of the corporation.

Mark Zatyрка (EMT)
CEO/COO
 Responsibilities: act as general manager for the corporation and oversee all department managers; delegate responsibilities and day-to-day operations to management; provide the necessary information needed by the board in order to perform its governance functions.

"EMT" denotes that the person is a member of the Executive Management Team

Daniel Boldt (EMT)
Head of Production
 Responsibilities: manage and direct production staff; oversee production process.

Eric Lindahl
Cultivation Manager
 Responsibilities: manage marijuana cultivation; oversee and guide cultivation staff.

Natasha Dymnicki (EMT)
Dispensary Manager
 Responsibilities: manage and direct dispensary staff.

Jerry Wawzyk (EMT)
Head of Security
 Responsibilities: oversight of security for all facilities; maintain and monitor security systems; advise management on implementation and compliance of security program; ensure effectiveness of security procedures.

Stephen M. Reilly (EMT)
Chief Compliance Officer
 Responsibilities: ensure regulatory compliance with all applicable laws and regulations; files appropriate compliance reports with regulatory agencies; collect and file taxes.

William Ketchen (EMT)
CFO/Director of Finance
 Responsibilities: oversight of financial activities of entire corporation and bookkeeper; reports to the CEO; ensure financial reports are accurate and completed on time.

ORIGINAL

BOARD OF DIRECTORS
(Exhibit 1.4)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

	Board Role	Name	Date of Birth	Business Email	Business Address
1	President/Chair/ Treasurer/Clerk/ Director	Thomas Gallagher		Tom@hampdencare.org	10 Center Street, Suite 305 Chicopee, MA 01013
2	Director	Dr. Shawn Charest		shawn@hampdencare.org	Mercy Medical Center 271 Carew Street Springfield, MA 01104
3	Director	William Ketchen		Bill@hampdencare.org	268 Hampden St. 3R, Chicopee, MA 01013
4	Director	Peter Gallagher		Peter@hampdencare.org	350 Park Avenue New York, NY 10022
5	Director	Dr. Bruce Nassau, PhD		BNassau@hampdencare.org	13131 W. Cedar Drive Lakewood, CO 80228
6	Director	Jennifer Gottschlicht		Jenn@hampdencare.org	10 Center Street, Suite 305 Chicopee, MA 01013
7	Director	Alesia Days		Alesia@hampdencare.org	10 Wildwood Glen Longmeadow, MA 01106

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: Hampden Care Facility, Inc.

Application # (if more than one): _____

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

ORIGINAL

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: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Attach bylaws.

BYLAWS of
HAMPDEN CARE FACILITY, INC.



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ARTICLE 1: General Provisions

Section 1.1: Name.

The name of this corporation is Hampden Care Facility, Inc., and shall herein be referred to as "the corporation."

Section 1.2: Offices.

The principal business office of the corporation shall be at 10 Center Street, Suite 305, Chicopee, MA 01013. The corporation may also have offices at such other places as the corporation may require.

Section 1.3: Fiscal Year.

The fiscal year of the corporation shall begin on January 1 and end on the following December 31 of each year.

Section 1.4: No Voting Members.

The corporation shall have no voting members. All powers of the corporation shall be held by the board of directors. Any action or vote required or permitted by any law, rule, or regulation to be taken by members shall be taken by action or vote of the same percentage of the board of directors of the corporation. No person now or hereafter designated by the corporation as a "member" for fundraising or other purposes shall be or be deemed to be a member for purposes of the Articles of Organization or bylaws of the corporation nor shall such person have any voting or fiduciary rights or responsibilities of the corporation.

ARTICLE 2: Statement of Purposes

The corporation is organized for nonprofit purposes including, but not limited to, promoting patient care, encouraging medical research, and supporting community development throughout Massachusetts. The corporation may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a corporation formed under Chapter 180 of the General Laws of Massachusetts. Any revenue from the corporation shall be used solely in furtherance of the corporation's nonprofit purpose.

ARTICLE 3: Board of Directors

Section 3.1: Authority.

The Board of Directors shall have and exercise all the powers, rights, privileges and be subject to all the duties conferred or imposed upon the Incorporators and their associates and successors or upon the Corporation, by law, the Articles of Incorporation as may be amended from time to time, or by these By-Laws.

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Section 3.2: Duties of the Board of Directors.

The duties of the Board of Directors shall be to oversee the work and finances of the Corporation; to ensure that the work and the finances of the Corporation are conducted in accordance with the Articles of Incorporation of the Corporation and with these By-Laws; to appoint the Officers of the Corporation; to examine and approve the Treasurer's accounts; and to generally guide and direct the work of the Corporation.

Section 3.3: Composition.

The number of directors of the corporation shall be not less than three (3) nor more than seven (9) as the members shall from time to time determine.

Section 3.4: Election and Term of Office.

Except in the case of Directors serving ex officio or elected to fill a vacancy, each Director shall be elected at the Annual Directors' Meeting or a Special Meeting held in lieu therefore for a term of two (2) years, or until his or her successor is elected and qualified. Vacancies in existing terms may be filled by a majority vote of the Directors at any Directors Meeting. A Director may be removed from office with or without cause by a majority vote of the Directors at any meeting.

Section 3.5: Annual Meetings.

The Annual Meeting of the Board of Directors shall be held on 1st Day of April at 12 Noon, at Hampden Care Facility, Inc office, or at some other hour and place as shall be designated by the President and state in the notice of the Meeting. In the event of failure to hold said Annual Meeting at any time or for any cause, and all business which might have been transacted at such Annual Meeting may be transacted at the next succeeding Regular or Special Meeting. Other meetings of the board of directors may be called by the president or by a majority of the directors then in office by delivering notice in writing, of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

Section 3.6: Regular Meetings.

Regular Meetings of the Board of Directors shall be held on day following the close of each fiscal quarter, or at such other times as may be fixed by the Board of Directors.

Section 3.7: Special Meetings.

Special Meetings of the Board of Directors may be called by any Officer at any time, and shall be called by the Secretary upon request of any two directors.

Section 3.8: Notice of Meetings.

The Secretary shall send a notice of each meeting to each Director, but if the Secretary shall be absent, declines, or is unable to act, any other Officers of the Corporation may send such notice. The Office giving such notice shall give at least five (5) days' notice if by mail, or two (2) days' notice if by fax, telephone, or electronic mail, of the time and place of such meeting, to be addressed to each Director at his or her address appearing on the records of the Corporation.

Notice of any meeting may be waived in writing by any Director, and will be waived by his or her attendance at such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and so indicates at that meeting.

Section 3.9: Quorum and Voting.

A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board. At any meeting of the board of directors at which a quorum is present, a majority of those directors present shall decide any matter, unless a different vote is specified by law, the Articles of Organization, or these bylaws.

Section 3.10: Meetings by Remote Communication.

One or more directors may attend any annual, regular, special, or committee meeting of the board through telephonic, electronic, or other means of communication by which all directors have the ability to fully and equally participate in all discussions and voting on a substantially simultaneous basis. Such participation shall constitute presence in person at such meeting.

Section 3.11: Action Without a Meeting.

Any action required or permitted to be taken at any board meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors with respect to such subject matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a vote of the board of directors.

Section 3.12: Waiver of Notice for Meetings.

Whenever any notice of a meeting is required to be given to any director under the Articles of Organization, these bylaws, or the laws of Massachusetts, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

Section 3.13: Committees.

The board of directors may create such standing and special committees as it determines to be in the best interest of the corporation. The board of directors shall determine the duties, powers, and composition of such committees, except that the board shall not delegate to such committees those powers which by law may not be delegated. Each such committee shall submit to the board of directors at such meetings as the board may designate, a report of the actions and recommendations of such committees for consideration and approval by the board of directors. Any committee may be terminated at any time by the board of directors.

Section 3.14: Compensation.

Directors as such shall not receive any salaries for their services on the board, but directors shall not be precluded from serving the corporation in any other capacity and receiving reasonable compensation.

Section 3.15: Resignation.

Any director may resign by delivering a written resignation to the corporation at its principal office or to the president or clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

Section 3.16: Removal.

Any director may be removed, with or without assignment of cause, by a vote of two-thirds of the entire board of directors at any meeting of the board of directors. No member of the board shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the director whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

Section 3.17: Vacancies.

Any vacancy occurring in the board of directors shall be filled by the board of directors in accordance with provisions of Section 3.2 above. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE 4: Officers

Section 4.1: Officers.

The officers of the corporation shall be a president, treasurer, and clerk of the board of directors and such other officers as may be elected in accordance with the provisions of this Article. Any two or more offices, except President and Clerk, may be held by the same person.

Section 4.2: Election.

The officers of the corporation shall be elected annually by the board of directors at the annual meeting. Each officer shall hold office until a successor shall have been elected and qualified.

Section 4.3: Vacancies.

A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

Section 4.4: Removal.

Any officer may be removed, with or without assignment of cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors. No officer shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the officer whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

Section 4.5: President.

The president shall preside at all meetings of the board of directors. The president, or other proper officer or agent of the corporation authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 4.6: Treasurer.

The treasurer, or other proper officer or agent of the corporation authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipt for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors. The Treasurer shall cause a regular set of books to be kept showing the accounts of the Corporation and all monies that may pass through the Treasurer's hands and shall, when requested by the Board of Directors, make a report to them at any Annual, Regular, or Special Meeting with respect to any monies received by the Treasurer and such other matters pertaining to the accounts of the Corporation as the Board of Directors may require.

Section 4.7: Clerk.

The clerk shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these bylaws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

ARTICLE 5: Corporate Transactions

Section 5.1: Contracts.

The board of directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined by specific instances.

Section 5.2: Indebtedness.

All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by the president or treasurer, or such other officer or agent of the corporation as from time to time may be determined by the board of

directors. In the absence of such determination of the board, such instruments shall be signed by the president or treasurer of the corporation.

Section 5.3: Deposits.

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, brokerages, or other depositories as the board of directors shall select.

ARTICLE 6: Books and Records

The corporation shall keep at the principal office of the corporation correct and complete books and records of account; minutes of the proceedings of board of directors; and a register of the names and addresses of the directors of the corporation. All books, and records of the corporation may be inspected by any director, or agent or attorney thereof, for any proper purpose at any reasonable time.

ARTICLE 7: Restrictions on Activities

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation.

The name of the Corporation or the names of any Director, Officers, or recipients of grants therefrom in such status, shall not be used in any connection with any commercial endeavor or with any partisan interest or for any purpose not appropriately related to the promotion of the objects of the Corporation.

The Corporation shall not in any respect discriminate in any manner by virtue of gender, race, creed, religious beliefs, sexual orientation, citizenship, or place or country of origin.

ARTICLE 8: Dissolution

In the event of dissolution of the corporation, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation, as the board of directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

ARTICLE 9: Conflicts of Interest

Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors

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determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

ARTICLE 10: Personal Liability

No officer or director of the corporation shall be personally liable to the corporation for monetary damages for or arising out of a breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an officer or director to the extent that such liability is imposed by applicable law (i) for a breach of the officer's or director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (iii) for any transaction from which the officer or director derived an improper personal benefit.

ARTICLE 11: Indemnification

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or director of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

This Article constitutes a contract between the corporation and the indemnified officers and directors. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer or director under this Article shall apply to such officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

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ARTICLE 12: Amendments to Bylaws

These bylaws may be amended or repealed at any Annual, Regular, or Special meeting of the Board of Directors at which a quorum is present. These By-Laws may also be amended by unanimous consent in writing of all of the Directors.

Article 13:

The Board of Directors may adopt policies that shall be incorporated into these By-Laws. The following policies have been adopted and incorporated herein:

Appendix 1: Conflict of Interest Policy

Appendix 2: Whistleblower Policy

Appendix 3: Document Retention and Destruction Policy

Appendix 4: Compensation Setting Policy

Appendix 5: Comprehensive Information Security Policy

Appendix 1

HAMPDEN CARE FACILITY, INC.
REGISTERED MARIJUANA DISPENSARY
CONFLICT OF INTEREST POLICY

I. Definitions

For purposes of this policy, the term "interest" shall include any personal connection or connection as a director, officer, member, stockholder, shareholder, partner, manager, trustee, beneficiary, employee or consultant of any concern on the part of a director, officer or key employee of Hampden Care Facility, Inc. (the "RMD") or his/her immediate family member.

The term "concern" shall mean any corporation, association, trust, partnership, limited liability group, firm, person or entity other than the RMD.

II. Policy

No director, officer or key employee of the RMD shall be disqualified from holding any office or post in the RMD by reason of any interest in any concern. A director, officer or key employee of the RMD shall not be disqualified from engaging, either as vendor, purchaser or otherwise, or contracting or entering into any transaction with the RMD or with any entity of which the RMD is an affiliate, provided, however, that the following precautions are undertaken:

1. The interest of such director, officer or key employee is fully disclosed to the board of directors prior to its entering into the transaction.
2. No interested director, officer or key employee may vote or lobby on the matter or be counted in determining the existence of a quorum at the meeting of the board of directors at which such matter is voted upon.
3. Any transaction in which a director, officer or key employee has an interest shall be duly approved by the disinterested directors as being in the best interest of the RMD. The disinterested directors shall seek and examine comparison data, showing the availability and price of alternative transactions, in making such determination.
4. Payments to the interested director, officer, or key employee shall be reasonable and shall not exceed fair market value.
5. The minutes of the meeting at which the disinterested directors vote on the

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transaction shall reflect that disclosure of the potential conflict was made, that the interested director(s) abstained from voting, the rationale for approval, and how each disinterested director voted. The minutes shall be prepared and finalized within 30 days of such meeting.

Directors, officers and key employees are required to disclose interests that could give rise to conflicts at least annually.

Appendix 2

HAMPDEN CARE FACILITY, INC.
REGISTERED MARIJUANA DISPENSARY
WHISTLEBLOWER POLICY

I. Expectation

Hampden Care Facility, Inc. (the "RMD") expects directors, officers and employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

II. Open Door Policy

If any director, officer or employee has complaints, concerns, or questions as to the ethics or legality of a particular action taken by another director, officer or employee, he/she is encouraged to raise such complaints, concerns or questions with the relevant individual. With respect to directors, the relevant individual is the chair of the board of directors or any other director. With respect to officers and employees, the relevant individual is the Executive Director, if there is one in office, and if not, any member of the board. In the event the director, officer or employee believes there may have been a legal transgression, and that it is not reasonable to raise the issue with a board member or the Executive Director, he/she should contact an outside attorney. Anyone filing a complaint concerning a violation or suspected violation of a law, regulation or ethical requirement must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Individuals making baseless or malicious accusations will be disciplined up to and including termination.

III. Requirement of Investigation

Within a reasonable time of receiving a complaint, concern or question regarding compliance with a law, regulation or ethics requirement, the Executive Director and/or board member shall open an investigation into the matter and pursue it to resolution. Should the Executive Director or board member find that a law, regulation or ethics requirement has been violated, appropriate action should be taken.

IV. Confidentiality

To the degree possible, the names of the individuals reporting under this Whistleblower Policy shall be kept confidential.

V. Protection from Retaliatory Action

Neither the RMD nor its managers may take any negative employment or other retaliatory action against any director, officer or employee who in good faith reports a violation of a law or regulatory requirement. An employee who retaliates against someone who has reported a

violation in good faith is subject to discipline including, but not limited to, termination of employment.

VI. General Policy

This general policy is not a contract and it may be rescinded or amended at any time by the RMD. It is not intended to and does not create any legally enforceable rights whatsoever for any employee.

Appendix 3

HAMPDEN CARE FACILITY, INC.
REGISTERED MARIJUANA DISPENSARY
DOCUMENT RETENTION AND DESTRUCTION POLICY

I. Retention Policy

Hampden Care Facility, Inc. (the "RMD") takes seriously its obligations to preserve information relating to litigation, audits, and investigations. The information listed in the retention schedule below is intended as a guideline and may not contain all the records the RMD may be required to keep in the future.

From time to time, the RMD may suspend the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings.

File Category	Item	Retention Period
Corporate Records	<i>Bylaws and Articles of Incorporation</i>	Permanent
	<i>Corporate resolutions</i>	Permanent
	<i>Board and committee meeting agendas and minutes</i>	Permanent
	<i>Conflict-of-interest disclosure forms</i>	4 years
Finance and Administration	<i>Financial statements (audited)</i>	7 years
	<i>Auditor management letters</i>	7 years
	<i>Payroll records</i>	7 years
	<i>Check register and checks</i>	7 years
	<i>Bank deposits and statements</i>	7 years
	<i>Chart of accounts</i>	7 years
	<i>General ledgers and journals (includes bank reconciliations)</i>	7 years
	<i>Investment performance reports</i>	7 years
	<i>Equipment files and maintenance records</i>	7 years after

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		disposition
	<i>Contracts and agreements</i>	7 years after all obligations end
	<i>Correspondence — general</i>	3 years
Insurance Records	<i>Policies — occurrence type</i>	Permanent
	<i>Policies — claims-made type</i>	Permanent
	<i>Accident reports</i>	7 years
	<i>Safety (OSHA) reports</i>	7 years
	<i>Claims (after settlement)</i>	7 years
	<i>Group disability records</i>	7 years after end of benefits
Real Estate	<i>Deeds</i>	Permanent
	<i>Leases (expired)</i>	7 years after all obligations end
	<i>Mortgages, security agreements</i>	7 years after all obligations end
Tax	<i>IRS Tax returns and related correspondence</i>	Permanent
	<i>IRS Form 1120s</i>	7 years
	<i>State Tax returns</i>	7 years
Human Resources	<i>Employee personnel files</i>	Permanent
	<i>Retirement plan benefits (plan descriptions, plan documents)</i>	Permanent
	<i>Employee handbooks</i>	Permanent
	<i>Workers comp claims (after settlement)</i>	7 years
	<i>Employee orientation and training materials</i>	7 years after use ends
	<i>Employment applications</i>	3 years
	<i>IRS Form I-9 (store separate from personnel file)</i>	Greater of 2 year after end of service, or three years



	<i>Withholding tax statements</i>	7 years
	<i>Timecards</i>	3 years
Technology	<i>Software licenses and support agreements</i>	7 years after all obligations end

II. Electronic Documents and Records

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an “archive” computer file folder. Backup and recovery methods should be tested on a regular basis.

III. Emergency Planning

The RMD’s records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the RMD operating in an emergency should, if possible, be duplicated or backed up at least weekly and maintained off-site.

IV. Document Destruction

Documents should be eliminated at the end of the relevant retention period as permitted by the applicable regulation. Destruction of financial and personnel-related documents should be accomplished by shredding.

Document destruction with respect to relevant documents will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or lawsuit.

V. Compliance

The RMD will periodically review these procedures with legal counsel or the RMD’s certified public accountant to ensure that they are in compliance with new or revised regulations.

HAMPDEN CARE FACILITY, INC.
REGISTERED MARIJUANA DISPENSARY
COMPENSATION SETTING POLICY

I. Introduction

This policy codifies the procedures by which the board of directors of Hampden Care Facility, Inc. (the “RMD”) sets the compensation of directors, top management officials, officers and key employees (“executive compensation”). These procedures are designed to comply with the “safe harbor” requirements set forth in the tax regulations on intermediate sanctions to create a rebuttable presumption of reasonableness in compensation levels.

II. Policy

The board of directors shall oversee the setting of executive compensation and shall (1) determine compensation of all directors, top management officials, officers and key employees, and (2) review, assess and approve the reasonableness of such compensation on a regular basis.

In order to be approved as reasonable, compensation must be an amount that would ordinarily be paid for comparable work by similarly situated organizations under like circumstances. The particular education, experience and skill of the compensated individual may also be taken into account.

III. Guidelines

Compensation determinations made by the directors will be made in accordance with the following guidelines:

In setting and determining the reasonableness of executive compensation, the board shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.

Board members involved in setting and approving executive compensation, as well as any third parties providing professional advice to the board members in connection with setting and approving executive compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Board members shall have no conflict of interest for these purposes if they (i) will not economically benefit from the compensation arrangement, (ii) are not family members of a person who will economically benefit, (iii) have no material financial interest affected by the compensation arrangement, and (iv) are not family

members of a person who has a material financial interest affected by the compensation arrangement.

Timely and accurate minutes of all final actions by the board regarding the setting and approval of executive compensation will be recorded and held with board records. Such minutes will include (1) the terms of the approved compensation arrangement and the date approved, (2) a list of the board members present during discussion, showing those who approved the arrangement, those who rejected it and those who recused themselves due to conflicts of interest, (3) the comparability data relied upon and how such data was obtained, and (4) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.



**HAMPDEN CARE FACILITY, INC.
MEDICAL MARIJUANA DISPENSARY
COMPREHENSIVE INFORMATION SECURITY POLICY**

I. OBJECTIVE

It is the objective of Hampden Care Facility, Inc. (RMD) in the development and implementation of this comprehensive information security program ("CISP") to create effective administrative, technical and physical safeguards for the protection of personal information, and to comply with obligations under 201 CMR 17.00 and 105 CMR 725.00. This CISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. For purposes of this CISP, "personal information" means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. RMD generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public.

II. PURPOSE

The purpose of the CISP is to:

- Ensure the security and confidentiality of personal information;
- Protect against any anticipated threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

III. DATA SECURITY COORDINATOR

RMD appoints the Director of Finance and Administration (currently Bea Stratter) to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:



- Initial implementation of the CISP;
- Regular testing of the CISP's safeguards;
- Evaluating the ability of each of RMD's third party service providers to implement and maintain appropriate security measures for the personal information to which RMD permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;
- Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in RMD's business practices that may implicate the security or integrity of records containing personal information; and
- Conducting an annual training session for all directors, officers, employees, volunteers and independent contractors, including temporary and contract employees who have access to personal information on the elements of the CISP.

IV. HANDLING PERSONAL INFORMATION

A. Paper Records

All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with RMD's document destruction policy using an office-grade shredder. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible employee, and if hand delivered, will not be left unattended at any point in the transition.

Checks. When RMD receives checks from members of the public, it will make only one hard copy and keep it in a locked file cabinet with restricted access. The checks themselves will also be kept under lock and key until they are deposited.

Paper employment records. Paper employment records must be kept under lock and key and accessed only by staff members responsible for employment issues and/or by the Executive Director.

B. Electronically Held Records

RMD requires the following security systems with respect to the maintenance of personal information on its computers:

Authentication Protocols. The Data Security Coordinator shall secure user authentication protocols including:

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

Access Protocols. The Data Security Coordinator shall implement the following secure access control measures:

- Restrict access to records and files containing personal information to those who need such information to perform their job duties; and
- Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that is reasonably designed to maintain the integrity of the security of the access controls.

Restriction on E-mailing Personal Information. RMD will not, as a general rule, send or accept personal information by e-mail. To the extent exceptions must be made, the security measures described in this CISP shall be taken.

Encryption. Should any records and files containing personal information be transmitted across public networks or wirelessly, such records or files shall be encrypted. Personal information stored on laptops and other portable devices shall also be encrypted.

Monitoring. RMD shall take all steps necessary to reasonably monitor its computer network for unauthorized use of or access to personal information.

Firewalls. All files containing personal information on a system that is connected to the Internet shall be protected by a reasonably up-to-date firewall protection and operating system security patches designed to maintain the integrity of the personal information.

Virus protection. All computers containing personal information shall be protected by reasonably up-to-date versions of system security agent software, including malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

c. Vendors

RMD routinely shares personal and financial information with its payroll service, its CPA firm, legal counsel, credit card vendors and Pay Pal. RMD requires each of these organizations to send written evidence, signed by an authorized person, confirming that they follow a security plan that fully complies with 201 CMR 17.

V. TRAINING

The Data Security Coordinator shall ensure that all employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers who have access to personal information are trained on the data security requirements provided in this CISP.

VI. PERSONS SEPARATING FROM RMD

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers upon termination or resignation shall immediately be denied access to physical and electronic records containing personal information and will be required to return or destroy all records and files containing personal information in any form that may at the time of such termination or resignation be in their possession or control, including all such information stored on laptops, portable devices, or other media, or in files, records, notes, or papers.

VI. SECURITY BREACH AND NOTIFICATION

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers, shall as soon as practicable and without unreasonable delay notify the Data Security Coordinator when such person knows or has reason to know of a security breach or when the person knows or has reason to know that personal information was acquired or used by an unauthorized person or used for an unauthorized purpose.

A "security breach" is any unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information that creates a substantial risk of identity theft or fraud. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for lawful purposes, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

When the Data Security Coordinator is informed of a security breach, she will (1) notify the individual whose information was compromised, and (2) notify the Massachusetts Attorney General and the Office of Consumer Affairs and Business Regulation.

The notice to the individual will be in writing, possibly by electronic mail, and will include the following information:

- A general description of the incident;
- Identification of the personal information that may be at risk;
- A description of RMD's security program;
- A phone number to call within RMD for further information;



ORIGINAL

- Suggestion of extra caution, to review account statements, and to obtain a credit report; and
- Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

The notice to the Office of Consumer Affairs and Business Regulation and to the Attorney General will include the following:

- A detailed description of the nature and circumstances of the breach of security;
- The number of people affected as of the time of notification;
- The steps already taken relative to the incident;
- Any steps intended to be taken relative to the incident subsequent to notification; and
- Information regarding whether law enforcement is engaged investigating the incident.

Non-Retaliation. RMD will not retaliate against anyone who reports a security breach or non-compliance with CISP, or who cooperates in an investigation regarding such breach or non-compliance. Any such retaliation will result in disciplinary action by RMD up to and including suspension or termination.

Documentation. RMD shall document all responsive actions taken in connection with any incident involving a security breach.

I, Thomas Gallagher, the Clerk of the Board attest that these By-laws with the incorporated Appendices were adopted by Hampden Care Facility, Inc. on November 9, 2013, by a duly authorized vote of the Board.



Clerk

Hampden Care Facility, Inc.

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: Hampden Care Facility, Inc.

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

YES

NO

 ORIGINAL

PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): _____

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



REFERENCES
(Exhibit 1.9)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one):N/A

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Adam Oliveri	757-561-3211, aoliveri@AHFinfo.com	Mr. Oliveri is currently a Vice President, Director of Sales at American Homecare Federation, Inc. (AHF). He also serves on the board of directors with me at AHF. Adam lives in East Longmeadow with his wife and son and daughter. Prior to AHF he worked in sales at Garilick Farms. He also volunteered as the President of the East Longmeadow Jaycees, the AIDS Foundation of W. Mass, among other non-profits. Mr. Oliveri also sung back-up for Bobby Vinton.	Met 6 years ago and have been working together at AHF for about 5 years.
2	Ann Gillard, Ph.D.	413-563-6350, anngillard@gmail.com	We serve on the board of directors at the AIDS Foundation of Western Mass together. Ms. Gillard was President for a three year term at the Foundation. We also Co-Chaired a youth group together, the AIDS kNOW MORE Project. She was a professor at Springfield College and is currently the Director of Research and Evaluation at the Hole in the Wall Gang Camp, Paul Newman's Camp in Connecticut for kids with chronic illnesses. Ms. Gillard currently lives in Northampton, MA.	5 years ago to the present.

REFERENCES
(Exhibit 1.9 Continued)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

3	Jessica Crevier, MSNMP	413-887-9238, jcrevier@aidsfoundationwm.org	<p>Mrs. Crevier served her three year term as President at the AIDS Foundation of Western Mass. I served on the board during her term. After her presidency she was hired and is currently serving as the Executive Director of the organization. We both work closely on many projects, internal as well as out in the community. Jess has Chaired the AIDS Walk and the Foundation's gala, Viva, for several years. Mrs. Crevier has also worked for Springfield's Museums and Symphony Hall. She currently lives in Chicopee with her husband [REDACTED]</p>	7 years ago to the present.
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EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1	Chief Executive Officer/Chief Operations Officer	Mark Zatyрка	[REDACTED]	Mark@hampdencare.org 860-763-7020	P.O. Box 985 Enfield, CT 06083
2	Chief Financial Officer/Director of Finance	William Ketchen	[REDACTED]	bill@hampdencare.org 413-530-9638	10 Center St., Suite 305, Chicopee, MA 01013
4	Chief Compliance Officer	Stephen M. Reilly	[REDACTED]	steve@hampdencare.org 413-788-6674	95 State Street, Suite 422 Springfield, MA 01103
5	Dispensary Manager	Natasha Dymnicki	[REDACTED]	Natasha@hampdencare.org 413-543-6817	41 Rapalus St., Springfield, MA 01151
6	Head of Security	Jerry Wawrzyk	[REDACTED]	Jerry@hampdencare.org 413-949-0095	10 Center St., Suite 305 Chicopee, MA 01013
6	Head of Production	Daniel Boldt	[REDACTED]	Daniel@hampdencare.org 303-883-8651	2081 Fillmore Street Denver, CO 80219

**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: Hampden Care Facility, Inc.
Application # (if more than one): N/A

List the résumés attached:

	Title	Name
1	Chief Executive Officer/Chief Operations Officer	Mark Zatycka
2	Chief Financial Officer	William Ketchen
3	Chief of Compliance Officer	Stephen M. Reilly, Jr.
4	Chief Medical Director	Natasha Dymnicki
5	Head of Security	Jerry Wawrzyk
6	Head of Production	Daniel Boldt

 ORIGINAL

Resume of Mark S. Zatyorka

Chief Executive Officer/Chief Operations Officer of Hampden Care Facility, Inc.

EXPERIENCE

2004 – Present **American Homecare Federation, Inc.** Enfield, CT

Co-Owner, Director of Marketing, Public Relations and Communication

- Develop and direct marketing and public relations initiatives. Includes developing and implementing all social media, online and print advertising/marketing as well as creating Continuing Education Units.
- Manage the pharmacy operations which includes: (1) supervising/coordinating 20 pharmacists, (2) overseeing order processing, order distribution, purchasing, (3) managing accounts receivable, accounts payable, and reimbursement, and patient assistance programs.
- Direct government affairs and compliance teams and manages the IT systems.
- Oversee all of the company's corporate giving and non-profit/charity support. The corporate giving budget is approximately \$200,000 annually.

EDUCATION

1998 – 2002 **Quinnipiac University, B.A. in communications (minor in sociology)**
Hamden, CT

NONPROFIT EXPERIENCE

1997 – Present **Paul Newman's Hole in the Wall Gang Camp & Camp Heartland**
Ashford, CT

Counselor / Public Speaker

- Counseled camp sessions for thousands of campers with chronic illnesses.
- Spoke at over one hundred camp fundraisers and presentations.
- Directed and produced *A Journey of Hope: The Last Generation*, a documentary about kids from the Camp Heartland who live with HIV/AIDS.

2008 – Present **AIDS Foundation of Western Massachusetts** Springfield, MA

Board of Directors

- AIDS Walk Chair: Increased profits from \$3,000 to \$50,000 and attendance from 20 to 500 in the first year as chairperson.
- Student Advisory Board Chair: Started *The AIDS kNOw MORE Project* a program to help local youths educate their peers about HIV/AIDS.
- Support Group Co-Chair: Started *Living Positive*, a support group for HIV positive men.

2009 – 2011 **Connecticut Hemophilia Society** Windsor, CT

Co-founder / Treasurer / Board of Directors

2009 – 2011 **Fund For Genetic Equity** Hull, MA

Co-founder / Board of Directors

Resume of William Ketchen

Chief Financial Officer of Hampden Care Facility, Inc.

(413) 530-9638 • Bill@hampdencare.org

BUSINESS EXPERIENCE

1999 - 2008 **H&R Block** Boston, MA / Pittsburgh, PA / Western MA

District Manager

- Oversaw the top district in the northeast and generated \$10M in sales. Managed 30 income tax preparation offices and 500 employees (during tax season).
- Coordinated ethics training for employees, ran the compliance program, and ensured tax returns were compliant with IRS tax code.

1985 - 1999 **United States Army** Various Posts

Command and Staff positions

- Served in Vietnam and Korea as enlisted soldier performing repair and maintenance work.
- Worked on the Sinai Peninsula after the Egyptian-Israeli War as part of a UN coalition identifying and clearing land mines and doing peace keeping work.
- Performed relief crisis work supplying food and resources to refugees in Ethiopia after the civil war. Managed a staff of 50-100 people coordinating transportation.
- Commanded 4 different companies as a commissioned officer: 1) a training company that provided basic training to new soldiers; 2) a truck company, an armor (tank) company, and a headquarters company. The companies had between 120 and 200 soldiers.
- Worked in Germany in a staff position managing logistics for Desert Storm. Managed a staff of 18-20 soldiers which coordinated the fuel, food, and repair parts supply lines for an 18,000 person division.

1975 - 1985 **Data General** Westborough, MA

Software Reproduction and Distribution Manager

- Managed the reproduction and distribution of software and printed material for customer and internal support. Ran the in-house offset print shop.

MILITARY SERVICE

1968 - 1970 **United States Army** Various Posts

1970 - 1975 **United States Army Reserve** Hingham, MA

1975 - 1985 **Massachusetts Army National Guard** Framingham, MA

Oct. 1978 **Commissioned**

1985 - 1999 **United States Army** Various Posts

EDUCATION

1993 **Army War College** Carlisle, PA

Mid-1980s **Command and General Staff College** Fort Leavenworth, KY

RMD Phase 2 application- November 21, 2013

Hampden Care Facility, Inc. Exhibit 212

ORIGINAL

Resume of William Ketchen

Chief Financial Officer of Hampden Care Facility, Inc.

Early-1980s **Infantry, Armor and Transportation Basic and Advanced Officer Schools** GA, TN, CA

1978 - 1979 **Officer Candidate School** Fort Benning, GA

1971 - 1975 **Northeastern University, Business Administration** Boston, MA

1965 - 1967 **University of Massachusetts** Amherst, MA

NONPROFIT EXPERIENCE

1973 **United Way** – Worked on a fundraising campaign.

**Resume of Stephen M. Reilly, Jr.
Chief of Compliance Officer of Hampden Care Facility, Inc.**

**S.M. REILLY ASSOCIATES, L.L.C.
95 State Street, Suite 422 Springfield, MA 01103
TEL: (413) 788-6674, FAX: (413) 788-6760 Email: smrjr@attorneyreilly.com**

Work Experience

Equity Law Partner, S.M. Reilly Associates, L.L.C., 2006- Present: Established and managed a successful boutique law firm through an extensive network of referring attorneys, members of the business community, private, political and professional affiliations. Through specialization in specific legal areas the firm has developed into a regional leader in the areas of Alcohol and Entertainment Licensing, Real Estate Development and ancillary law, Condominium Law, and Bankruptcy. Representation of hundreds of clients has developed transactional and litigation experience in:

Alcohol and Entertainment Licensing: Representation of Applicants and Licensees before Local Licensing Authorities throughout the Commonwealth, the Alcoholic Beverages Control Commission, Superior Courts, and U.S. District Court in matters from original applications to disciplinary proceedings and appeals.

Real Estate Development and Permitting: Zoning, wetland, sub-division control, M.G.L. c. 40B affordable housing development, condominium conversion, condominium development, financing, pro forma creation and analysis, representation before local boards, and Superior Court appeals.

Real Estate Transactions and Litigation: Residential and commercial closings including the review and negotiation of contracts, financing documents, title abstracts and reports, drafting and review of commercial leases, eviction actions, and litigation.

Condominium Law: Representation of over 3,000 units and twenty associations in Massachusetts and Connecticut that involves litigation, enforcement actions, unit owner disputes, collection of common area charges, foreclosures, negotiations of M.G.L. c. 183A priority lien classification, condominium document creation, review, amendments, and condominium financing transactions.

Bankruptcy: Chapter 13 and Chapter 7 proceedings and insolvency related matters including asset protection, reorganization planning, debt restructuring, pre-bankruptcy counseling, foreclosures, loan workouts, forbearance agreements, mortgage modifications, and knowledge of the Bankruptcy Abuse Prevention and Consumer Protection Act.

Resume of Stephen M. Reilly, Jr.
Chief of Compliance Officer of Hampden Care Facility, Inc.

Creditor Representation: Creditor representation in Chapter 7, 11, and 13 Bankruptcies, Mortgage foreclosure proceedings in the Commonwealth of Massachusetts from the initiation of the foreclosure process through sale of the mortgaged premises. Experience includes representation in the Superior Courts and Land Court of the Commonwealth, and United States Bankruptcy Court.

Business Entities: Creation of Massachusetts Partnerships, Limited Liability Companies, C and S Corporations, including operating agreements.

Assistant City Solicitor City of Springfield, MA, 2009- Present:

Appointed Assistant City Solicitor by Mayor Domenic J. Sarno in July 2009, appointed general counsel to the City of Springfield Board of License Commissioners by Mayor Sarno in August 2010. Transactional and litigation experience with the City of Springfield has led to acquiring comprehensive knowledge in:

Alcohol Licensing: General Counsel to the City of Springfield Board of License Commissioners, the fourth largest such commission in New England and second largest in Massachusetts, with respect to Liquor, Auto Amusement, and Common Victualler Licenses including representation of the Board at bi-monthly board meetings with respect to original applications, disciplinary proceedings, and procedural matters. Experience includes M.G.L. c. 138, appeals from decisions of the Board to the Superior Court and the Alcoholic Beverage Control Commission.

Entertainment Licensing: General Counsel to Mayor Domenic J. Sarno as the entertainment licensing authority for the City of Springfield including original applications, Superior Court and U.S. District Court litigation, late night permit hearings, disciplinary hearings, and appeals.

Procurement: Public purchasing of goods and services, real estate, and construction of buildings and public works in the City under M.G.L. c. 30B, M.G.L. c. 30, §39M, and M.G.L. c. 149, and Construction Management at Risk under M.G.L. c. 149A, including contract negotiations, drafting of contracts, and legal counsel through the development process.

Administrative Proceedings: Employment matters and administrative proceedings before board's of the City including the Board of License Commissioners, Mayor Domenic J. Sarno, and the Springfield Police Department.

Massachusetts House of Representatives, 2002-2003:

Legislative Aid to House Speaker Pro Tempore Thomas Petrolati: Developed understanding of government and the process of passing legislation under the guidance of House leadership and their staffs.

Resume of Stephen M. Reilly, Jr.
Chief of Compliance Officer of Hampden Care Facility, Inc.

Education

University of Massachusetts: Amherst, MA, B.B.A. Finance 03' *Cum Laude*

Western New England College School of Law: Springfield, MA, J.D. 06'

Bar Admissions, Professional Associations, Memberships, Certifications

- Admitted in the Commonwealth of Massachusetts 2006
- Admitted in the State of Connecticut 2012
- Admitted in the United States District Court, Massachusetts 2006
- Admitted in the United States District Court, Connecticut 2013
- Member- Massachusetts Bar Association
- Member- Hampden County Bar Association and HCBA Foreclosure Taskforce
- Member- Springfield Police Community Complaint Review Board, 2008-2009
- Member- Springfield Mayor Domenic J. Sarno's Public Safety Transition Team, 2007
- Certified Public Purchasing Official by the Office of the Massachusetts Inspector General

Skills

Mediation, Negotiation, Microsoft Excel, Microsoft Word, Creation and Analysis of Real Estate Investment Pro Formas, Verbal Communication, and Establishment of Business Relationships.

Activities

Golf: +1 Golf Handicap, previous participation in nine Massachusetts Golf Association state golf championships, and 2 United States Golf Association national golf championships.

Politics: Extensive involvement in numerous political campaigns including leadership positions in Democratic and Republican campaigns for United States Senate, United States Congress, Attorney General, District Attorney, Mayor, state legislative offices, and city council, with focus on email and web campaigns, grass roots activities, debate, and campaign steering/strategy.

 ORIGINAL

Natasha T. Dymnicki

Employment

9/2011-present Hospice Services of Western Massachusetts

Director of Community Relations

- Ongoing development and maintenance of relationships with appropriate community agencies and services such as GSSSI, VA, DDS, etc. to promote interagency cooperation as well as ensure patients/families needs are obtainable.
- Ongoing in-service and education to facilities and local community agencies.
- Community marketing to focus on census growth and business development.
- Deliver public in-services that are related to elder care and end of life needs.
- Maintain and adhere to budgets related to marketing and staffing expenses.
- Participate in committees, task forces and community events as required.
- Develop and maintain ongoing Quality Assurance projects.
- Administrative duties to include but not limited to referral/admission tracking, intake admission paperwork with facility residents and hospice patients, complete and accurate monthly reporting of census activity.
- Develop and adhere to team census growth plans.
- Facilitate weekly clinical interdisciplinary team meetings for multiple office sites.
- Provide informational meetings to families who are inquiring about hospice services.

6/2008-Present

Volunteer Coordinator

- Advertising for and recruiting volunteers to serve agency patients throughout Western Massachusetts.
- Developing and implementing orientation and training for new volunteers.
- Maintain ongoing in-servicing and education of all volunteers.
- Provide and facilitate group and individual supervision to agency volunteers.
- Delivering public presentations to community members to raise awareness pertinent to the hospice philosophy.
- Attending and participating in inter-disciplinary team meetings.
- Adhering to federal and state regulatory regulations.
- Completing and submitting formal documentation pertaining to patient and family contact.
- Work with in community to establish relationships with other community healthcare organizations.



ORIGINAL

Resume of Jerry L. Wawrzyk
Head of Security of Hampden Care Facility, Inc.

[REDACTED] (413) 949-0095 ▪ Jerry@hampdencare.org

EXPERIENCE

2000 - 2003 **International Protective Services** Danvers, MA
Restrictive Housing Unit Officer

- Responsibilities included transporting cash and checks from businesses to a drop safe at a bank after hours. Experience developing comprehensive transportation and security plans.

2000 - 2006 **CT Dept. of Correction – Northern Correctional Institution** Somers, CT
Supermax Security
Intelligence / Security Risk Group Coordinator

- Responsibilities included intelligence gathering for all security issues and facility investigations. The monitoring of all Death Row, High Security, Security Risk Group (S.R.G / Gang), and Chronic Disciplinary Inmates activity. Intelligence gathering included the use of Mail Review, Telephone Monitoring and Camera / Video Surveillance. This office worked on numerous investigations with several Police Agencies including State Police and F.B.I.

1995 - 2000 **CT Dept. of Correction – Northern Correctional Institution (Supermax)**
Somers, CT
Supermax Security
Admitting & Processing Officer

- Responsibilities included the processing of all Level 5 inmates which included new arrivals, transfers, court trips, medical trips, discharges and also inmate work crews from other facilities. The Admitting & Processing area was the facilities entrance and exit for all inmate movement. Staff was responsible for preventing contraband from entering and exiting the facility. Other responsibilities included the updating of inmate photos utilizing the State's Computer Assisted Photo Imaging system.

 ORIGINAL

Resume of Jerry L. Wawrzyk
Head of Security of Hampden Care Facility, Inc.

1993 - 1994 CT Dept. of Correction – Somers Correctional Institution Somers, CT
Maximum Security
Facility Search Team

- Member of a three-man team assigned to search for contraband and to enforce Administrative Directive 6.10 (Property Matrix) for a Level 5 facility. This team was responsible for gathering intelligence on inmates who demonstrated a potential threat to the safety and security of the facility. This team was responsible for handling all inner and outer perimeter security issues under the warden's direct supervision.

1991 - 1992 CT Dept. of Correction – Somers Correctional Institution Somers, CT
Maximum Security
Protective Custody Unit Officer

- Overseeing the everyday operations pertaining to the unit which houses Level 5 protective custody inmates.

1988 - 1991 CT Dept. of Correction – Somers Correctional Institution Somers, CT
Maximum Security
Movement Coordinator Officer

- Direct liaison between the Captain's and Lieutenant's Office which included the assigning responsibilities to other correctional staff and coordinating all inmate movement and activities throughout the facility. Also, responsible for directing staff responses to emergencies.

1987 - 1988 CT Dept. of Correction – Somers Correctional Institution Somers, CT
Maximum Security
Restrictive Housing Unit Officer

- The direct supervision of Level 5 close custody segregated inmates in accordance with Administrative Directive 9.4. The inmates housed in this unit are on Death Row, High Security (Escape Risk / Assaultive) and Security Risk Group (Gang) status.

 ORIGINAL

Resume of Jerry L. Wawrzyk
Head of Security of Hampden Care Facility, Inc.

SPECIALTY TRAINING

1998 - 2006 **Special Operations Group**

- Team member of the elite sixteen man statewide Connecticut Dept. of Corrections lethal force team. Duties include providing the security and armed escort transportation of high security and death row inmates to and from various destinations in the public and throughout the State of Connecticut. Provide armed security for both the inner and outer perimeter for all Connecticut Dept. of Corrections facilities including trained for hostage extraction.

1995 - 1998 **Correctional Emergency Response Team (CERT) – District I Command Team**
Communication & Logistical Chief

1992 - 1994 **Regional I C.E.R.T. Team Leader**

1988 - 1992 **Somers C.E.R.T. Team Member**

DEPARTMENT OF CORRECTIONS TRAINING

1988 - 2006 Hand/Hand & Impact Weapons / Extensive Unarmed Defense Tactics Training

1986 - 2006 Weapons Qualification - Revolver, Shotgun & Mini-14

1986 - 2006 Chemical Weapons Qualification - Category I Chemical Agents -Mace/Cap-Stun

1986 - 2006 Fire Equipment Qualification - Fire Extinguishers and Scott-Air Pack

1997 - 2006 Tactical Firearms (COLT M-16, Ruger 40 cal.) Training

1997 Certified training by Colt Firearms in the use of the COLT M-16 A2 Machine Gun

1997 Garcia Associates training in: armed/unarmed hostage rescue, close quarters riot control, survival training, marksmanship programs, vehicle assault and high-risk transports

AWARDS / DISTINCTIONS

2004 **Unit Of The Year at Northern Correction Institution**

- Connecticut's only Level 5 Maximum Security Prison.
- Also received letters of recognition while working in Northern Correctional Institution Intelligence Unit

1994 **Award of Recognition**

- Received this award for outstanding service while on the Facility Search Team.

1994 **Special Service Medal**

- For service rendered to the CCI Somers CERT Team prior to the teams transition to Region I CERT.

1993 **Ribbon of Distinction**

- Received this award for the prevention of inmates Niblack #102280 and Harris #123415 escaping from CCI Somers on 02/02/92.

 ORIGINAL

Resume of Daniel Boldt
Head of Production of Hampden Care Facility, Inc.

Daniel A. Boldt

2081 S. Fillmore Street, Denver, Colorado USA ♦ 303-883-8651 ♦ [REDACTED]

Experienced cultivator and vendor for one of the most successful legally compliant medical cannabis businesses in Colorado. Exceptional abilities to comply with the Colorado Department of Revenue and Colorado State law regulations while maintaining ethical, collaborative and professional standards.

EDUCATION

Fort Lewis College, Durango, Colorado - Modern Language with Spanish emphasis 1998-2003

Metro State College of Denver - Modern Language & General Education 2003-06

Languages – fluency in Spanish

Computer/Writing Skills

2013 Microsoft Office Suite - Word, Outlook, Excel; Adobe Photoshop; Macintosh OSX

PROFESSIONAL EXPERTISE

- Supervised successful medical marijuana retail operations and cultivation facilities since 2010 with long term commercial potential.
- Knowledgeable in the regulatory requirements unique to the cannabis industry.
- Skilled in the recruitment, training, and advancement of marijuana cultivation personnel and teams.

PROFESSIONAL EXPERIENCE

Lead Cultivator, Colorado Care Facility, Inc. – Denver 2010 to present

Colorado Care Facility, Inc. is a Colorado state licensed medical cannabis dispensary with large-scale cultivation facilities.

- Managing up to 15 agronomists at multiple indoor cannabis cultivation facilities subject to strict state and local regulations and requirements.
- Creating company Standard Operating Procedures with complimentary training programs and manuals.
- Scheduling supplies, employees, planting, cloning, harvesting and transportation of finished medical marijuana product.
- Overseeing 60 personnel during seasonal cannabis harvests.
- Developing security and loss prevention protocols in addition to their execution within the medical cannabis dispensary and cultivation facilities.
- Implementing state of the art organic cannabis production.
- Supervising the 'Marijuana Inventory Tracking System' mandated by the State of Colorado.

 ORIGINAL

EVIDENCE OF CAPITAL
(Exhibit4.1)

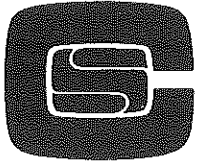
This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Total Capital needed for this application: \$ 500,000.00

Attach one-page bank statement.



CHICOPEE SAVINGS

Savings

Account Number



Statement Date

11/12/2013

Page 1

Date	Transaction Description	Amount	Ending Balance
11/12/2013			515,090.00
11/12/2013			

HAMPDEN CARE FACILITY INC
10 CENTER ST STE 305
CHICOPEE MA 01013-2680

Prepared by:
Kelley A Bassett
Sr. Customer Service
Representative



ORIGINAL

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

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

	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	Peter Gallagher	350 Park Avenue New York, New York 10022	\$ 1,750,000 100%	Cash/Line of Credit	Director	Interest only for the first 12 months and then 60 monthly payments of \$8,000 with a balloon payment 6 years from the origination date. Interest is 8.75% above prime with a 15% cap.
2			\$ %			
3	Add more rows as needed.....		\$ %			
	Entity Name/ Business Address	Leadership Names	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1		CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			

 ORIGINAL

2	Add more rows as needed.....	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %		
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 ORIGINAL

CAPITAL EXPENSES
(Exhibit 4.3)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$ 30,000	Quote provided by Hervieux Design.
2	Environmental survey	\$ 10,000	HCF estimate
3	Permits and Fees	\$ 20,000	Quote provided by General Contractors (Lic. Num. 063630)
4	Security assessment	\$ 1,000	Quote by provided by LAN-TEL.
5	Land/building cost	\$ 80,000	Down payment for Exchange Street property.
6	Site clean-up and preparation	\$ 40,000	Quote provided by General Contractors (Lic. Num. 063630)
7	Other- describe	\$	
	Build-out Costs		
1	Construction expenses	\$ 360,000	Quote provided by General Contractors (Lic. Num. 063630) for facilities construction and infrastructure
2	Interior finish work	\$ 75,000	Quote provided by General Contractors (Lic. Num. 063630). Includes building out the grow rooms, the dispensary, the processing area, and the office.
3	Security system	\$ 100,000	Quote provided by LAN-TEL.
4	Landscape work	\$ 10,000	Quote provided by General Contractors (Lic. Num. 063630)
5	Parking facility	\$ 50,000	Quote provided by General Contractors (Lic. Num. 063630)
6	Fencing	\$ 25,000	Quote provided by Hastie Fence.
7	Sprinklers	\$ 35,000	Quote provided by Hampshire Fire Protection. Sprinklers cost \$30,000 and fire alarm costs \$5,000.
	Equipment Costs		
1	Vehicles and transportation	\$ 20,000	Estimate based on autotrader.com.
2	Cultivation equipment	\$ 300,000	Quoted by Cedar Management LLC for 200 lights @ \$1,500/light.
3	Furniture and storage needs	\$ 2,870	HCF estimate.
4	Computer equipment	\$ 1,500	HCF estimate.
5	HVAC	\$ 150,000	Quote provided by Reno James Engineering.
6	Kitchen/food prep equipment	\$ 25,000	HCF estimate.
7	POS Hardware	\$ 5,525	Quote provided by MJ Freeway.
8	Vaults/Safe	\$ 50,000	Estimate provided by CustomVault.com
9	CO2 Extraction System	\$ 80,000	Estimate provided by Cedar Management LLC.
10	Backup Generator	\$50,000	HCF Estimate
	TOTAL	\$ 1,520,895	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

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

Corporation Name: Herbal Care Center, Inc.

Application # (if more than one): _____

Budget Period: 9/2014 to 8/2015

Projected Number of Patients: 1,390 and Number of Visits: 33,335

		Year ONE Budget	Budget Notes ¹
REVENUE			
1	Medical Marijuana sales	\$4,728,083	Medical marijuana and marijuana infused products
2	Other supplies sold	\$624,181	Vaporizers
3	Other revenue sources	\$1,440	Delivery fees
A	TOTAL REVENUE:	\$5,353,704	
PAYROLL EXPENSES			
	Personnel Category	# FTE	
1	Administrative	5.5	CEO, CMO, Inv Mgr, Non-Profit Bookkeeper, Compliance Officer
2	Cultivation	25.0	Mgr, asst mgr, processing mgr, admin (1.5), asst cultivators (5), labor (2), transportation agents (7.5), trimmers (5+)
3	Manufacturing	3.0	Manager, assistant, extractions specialist
4	Dispensary	11.0	Open 68 hours per week/7 days
B	TOTAL SALARIES	44.5	\$1,531,600
C	Fringe Rate and Total	14.7%	\$225,599
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$1,757,199
OTHER EXPENSES			
1	Consultants	\$180,000	Cultivation assistance
2	Equipment	\$0	No additional purchases
3	Supplies	\$1,073,996	Cultivation (nutrients, etc.), manufacturing (CO2), packaging, dispensary
4	Office Expenses	\$13,800	Office supplies, postage, meals, alarm and scale permits
5	Utilities	\$190,652	Electric, gas, water
6	Insurance	\$29,250	34% of premium in pre-development expense
7	Interest	\$93,979.84	\$11747.48 per month from 12/1/14 to 8/1/15
8	Depreciation/Amortization	\$32,286	Book – straight-line
9	Leasehold Expenses	\$52,441	Maintenance
10	Bad Debt	\$0	No credit sales
11	Rent	\$131,250	NNN of \$525,000 with no payments for 9 mos.
12	Software Fees	\$21,000	Point of sale, inventory control, and GPS tracking
13	Laboratory Fees	\$265,741	Full cannabinoid, pesticide, metal screen
14	Delivery Expenses	\$34,986	Gas, insurance, maintenance for delivery fleet
15	Security Services	\$33,000	Dedicated T-5, video verified monitoring, offsite storage

ORIGINAL

16	Outreach	\$36,000	Event sponsorship, educational materials, interpreter services
17	Cash Management Fees	\$72,622	Operating account fees and debit transaction fees
18	Professional Services	\$50,000	Accountant/Legal
19	License Fees	\$60,000	DPH including associated legal review
20	Business Personal Property Tax	\$7,299	
21	Pre-Development Costs	\$139,700	Operating costs prior to dispensing operations (\$40K for wages and associated costs, \$10K for insurance deposits, \$2K dispensary supplies, \$15K for professional fees, \$50K licensing fees, \$10K cultivation supplies, \$12.7K reserve of 10%)
E	TOTAL OTHER EXPENSES	\$2,518,003	
	TOTAL EXPENSES: (D+E)	\$4,275,202	
	DIFFERENCE	\$1,078,502	

ⁱ 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: Hampden Care Facility, Inc.

Application # (if more than one):N/A

Fiscal Year Time Period: 09/01/2014 to 08/31/2017 Projected Start Date for the First Full Fiscal Year: 09/01/2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2015	SECOND FULL FISCAL YEAR PROJECTIONS 2016	THIRD FULL FISCAL YEAR PROJECTIONS 2017
Projected Revenue	\$ 6,809,285	\$ 31,079,443	\$ 43,281,504
Projected Expenses	\$ 6,670,215	\$ 29,011,042	\$ 39,725,738
TOTAL :	\$ 139,069	\$ 2,068,400	\$ 3,555,766
Number of Patients (end of year)	3,803 ¹	9,199	9,954
Number of Patient Visits	18,357	83,779	116,752
Projected % of growth rate annually	n/a	356%	39%
Total FTE in staffing	27 FTE	64 FTE	89 FTE
Projected Medical Marijuana Inventory	96 Lbs.	277 Lbs.	853 Lbs.

¹ Enter projected information

 ORIGINAL

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

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Physical Address	County	Type of Evidence Attached
Exchange Street in Chicopee, MA 01013, as described in a Deed recorded with the Hampden County Registry of Deeds Book 11334, Page 335.	Hampden	Purchase & Sale Agreement

PURCHASE AND SALE AGREEMENT

This 15 day of November, 2013.

1. PARTIES AND MAILING ADDRESSES Charles Swider Trustee of CMS Realty Trust, of 78 West St, hereinafter called the SELLER, agrees to SELL and Hampden Care Facility Inc. of Chicopee MA or its nominee hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION A certain parcel of land consisting of approximately 4.330 acres as identified by the Chicopee Assessor's Office with the building(s) thereon, known as Exchange Street, Chicopee, MA 01013, as more fully described in a Deed recorded at Hampden County Registry of Deeds, in Book 11334, Page 335 which consists of but is not limited to a concrete block building, parking lot, and sheds.
3. BUILDING, IMPROVEMENT, STRUCTURES, FIXTURES Included in the sale as a part of said premises are the buildings, structures, and improvements now, thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any.
4. TITLE DEED Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
 - (A) Provisions of existing building and zoning laws;
 - (B) Existing rights and obligations in party walls which are not the subject of written agreement;
 - (C) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (D) Any liens for municipal betterments assessed after the date of this agreement;
 - (E) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises as a legal two-family residence
5. PLANS If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED LAND In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

 ORIGINAL

7. PURCHASE PRICE The agreed purchase price for said premises is \$400,000.00, of which:
\$ 10,000.00 has been paid as a deposit this day; and
\$ 390,000.00 is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, closing counsel's IOLTA, bank check(s), or through SELLER financing and a Note and Mortgage executed by the BUYER as set forth in paragraph 24(5) herein.

\$ 400,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered on the sooner of April 1, 2014 or seven (7) days after BUYER's obtaining state and local approval for the cultivation, preparation, and dispensing of marijuana for medical use. The Closing shall take place at 10:00 o'clock A.M. at the Hampden County Registry of Deeds or at the office of SELLER'S counsel unless otherwise agreed between the parties. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) in a broom clean condition, (c) not in violation of said building and zoning laws, and (d) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give title or to make conveyance or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of five (5) days.

11. FAILURE TO PERFECT TITLE OR MAKE CONFORM If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto at the sole option of BUYER.

12. BUYER'S The BUYER shall have the election, at either the original or any extended time for

 ORIGINAL

ELECTION TO
ACCEPT TITLE

performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE
OF DEED

The acceptance of a deed by the BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF
PURCHASE
MONEY TO
CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE
**Insert amount*

Until the delivery of the deed, the SELLER shall maintain insurance on said premises.

16. ADJUSTMENTS

Water and sewer use charges and fuel value shall be adjusted and apportioned, as of the day of performance of this agreement and the net amount shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

17. ADJUSTMENT
OF
UNASSESSED
AND ABATED
TAXES

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement and the net amount shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.



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18. DEPOSIT All deposits made hereunder shall be held in escrow by SELLER'S attorney Thomas D. Murphy, Jr., Esq. as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER, or a by order of a Court of competent jurisdiction. All deposits shall be held in a non interest bearing account
19. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be SELLER'S sole and exclusive remedy at law and equity. The parties acknowledge that SELLER has no adequate remedy in the event of BUYER's default hereunder because it is impossible to compute exactly the damages which would accrue to the SELLER in such event. The parties have therefore taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit is the best pre-estimate of such damages which would accrue to SELLER in the event of BUYER's default thereunder: (ii) said deposit represents damages and not any penalty against BUYER and (iii) if BUYER shall fail to fulfill BUYER's obligations hereunder, said deposit shall be due the SELLER from the BUYER as its full damages in lieu of other rights and remedies which SELLER may have against BUYER at law or in equity.
20. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER execute this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust. shall be personally liable for any obligation express or implied, hereunder.
21. WARRANTIES AND REPRESENTATIONS The BUYER acknowledge that the BUYER have not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): The property is sold "as is " and "as seen" with no warranties.
22. SELLER FINANCING SELLER hereby offers to extend financing for purchase of the premises under the following terms: \$320,000.00 principal, 5% interest per annum payable monthly, amortized over thirty (30) years, with a balloon note payment due in ten (10) years. BUYER to execute a note and mortgage on the premises. SELLER financing shall be at the sole option of BUYER. SELLER's offer to provide financing under the above terms shall be good through closing.
23. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire

 ORIGINAL

contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors a-id assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it

24. ADDITIONAL PROVISIONS

1. **SUBJECT TO LICENSING APPROVAL:** Prior to Closing, Buyer may terminate this Contract if, Hampden Care Facility is unable to obtain a provisional registration by the Common Wealth of Massachusetts by February 1st, 2014, or local and municipal approval for operation of a dispensary on the premises. SELLER acknowledges that BUYER intends to operate a medical marijuana dispensary on the premises. In the event that Hampden Care Facility is unable to secure any of the state or local licenses or permits needed for medical marijuana cultivation and dispensing, as well as municipal approval for operation of a dispensary on the premises, all obligations of the parties herein shall cease and the deposit shall be returned to the BUYER without recourse in equity or law to either party;
2. **RIGHT TO INSPECT:** This agreement is subject to the right of the BUYER to obtain, at BUYER's own expense, an inspection of the premises and written report to include, but not be limited to, the structural condition of the dwelling(s), the condition of all systems in the dwelling(s) or on the premises, existence and condition of underground storage tanks if any, the presence of insect infestation, the presence of hazardous materials on the premises, or the likelihood of release of hazardous materials on or from the premises, the presence of asbestos, the presence of urea formaldehyde foam insulation, the presence of lead based paint, the presence of radon, the adequacy and suitability of the water supply and the condition and adequacy of the sewerage system by the consultant of the BUYER's own choosing. It is agreed that the period granted to the BUYER for inspections shall expire on March 1, 2014. The BUYER and the BUYER'S consultant shall have the right of access to the premises at reasonable times upon twenty-four hours advance notice to the SELLER, for the purpose of inspecting the condition of said premises and preparing for the build out of the facility, including the completion of necessary architect drawings. If the BUYER is not satisfied with the results of such inspection(s), this Agreement may be terminated without legal or equitable recourse to either party by the BUYER at the BUYER's election, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the BUYER, provided however, that the BUYER shall have notified the SELLER, in writing, on or before the inspection expiration date specified below, of the BUYER'S intention to cancel;
3. **Environmental Testing:** SELLER shall make the premises available up to

 ORIGINAL

and including March 1, 2014 for BUYER's environmental review and testing, said testing shall include all commercially reasonable methods to identify any violation of local, state or federal law. If the results of said testing are not to BUYER's satisfaction the BUYER upon written notice to the SELLER on or before March 1, 2014 shall be entitled to a return of the deposit herein and neither party shall have any further obligations or rights under this contract;

4. **Premises Free from Occupants:** SELLER acknowledges that the BUYER intends to operate a Registered Marijuana Dispensary (RMD) on the premises; SELLER further acknowledges that Hampden Care Facility's ability to obtain a state license shall depend in part upon its ability to operate an RMD within One Hundred Twenty (120) days of receipt of a RMD provisional registration In order to meet these needs SELLER shall deliver the premises free of any and all occupants including SELLER at closing.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.



Seller




Buyer

W/A

Broker:

Buyer, Hampden Care Facility Inc.,

BY:



Buyer

N/A

Broker



ORIGINAL

EVIDENCE OF INTEREST IN CULTIVATION SITE
(Exhibit 5.2)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Physical Address	County	Type of Evidence Attached
Exchange Street in Chicopee, MA 01013, as described in a Deed recorded with the Hampden County Registry of Deeds Book 11334, Page 335.	Hampden	Purchase & Sale Agreement

PURCHASE AND SALE AGREEMENT

This 15 day of November, 2013.

1. PARTIES AND MAILING ADDRESSES
Charles Swider Trustee of CMS Realty Trust, of 78 West St,
hereinafter called the SELLER, agrees to SELL and Hampden Care Facility Inc. of
Chicopee MA or its nominee hereinafter called the BUYER or PURCHASER,
agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION
A certain parcel of land consisting of approximately 4.330 acres as identified by the
Chicopee Assessor's Office with the building(s) thereon, known as Exchange Street,
Chicopee, MA 01013, as more fully described in a Deed recorded at Hampden County
Registry of Deeds, in Book 11334, Page 335 which consists of but is not limited to a
concrete block building, parking lot, and sheds.
3. BUILDING, IMPROVEMENT, STRUCTURES, FIXTURES
Included in the sale as a part of said premises are the buildings, structures, and
improvements now, thereon, and the fixtures belonging to the SELLER and used in
connection therewith including, if any.
4. TITLE DEED
Said premises are to be conveyed by a good and sufficient quitclaim deed running to
the BUYER, or to the nominee designated by the BUYER by written notice to the
SELLER at least seven (7) days before the deed is to be delivered as herein provided,
and said deed shall convey a good and clear record and marketable title thereto, free
from encumbrances, except:
 - (A) Provisions of existing building and zoning laws;
 - (B) Existing rights and obligations in party walls which are not the subject of
written agreement;
 - (C) Such taxes for the then current year as are not due and payable on the
date of the delivery of such deed;
 - (D) Any liens for municipal betterments assessed after the date of this
agreement;
 - (E) Easements, restrictions and reservations of record, if any, so long as the
same do not prohibit or materially interfere with the current use of said
premises as a legal two-family residence
5. PLANS
If said deed refers to a plan necessary to be recorded therewith the SELLER shall
deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED LAND
In addition to the foregoing, if the title to said premises is registered, said deed shall be
in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the
SELLER shall deliver with said deed all instruments, if any, necessary to enable the
BUYER to obtain such Certificate of Title.



ORIGINAL

7. PURCHASE PRICE The agreed purchase price for said premises is \$400,000.00, of which:
\$ 10,000.00 has been paid as a deposit this day; and
\$ 390,000.00 is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, closing counsel's IOLTA, bank check(s), or through SELLER financing and a Note and Mortgage executed by the BUYER as set forth in paragraph 24(5) herein.

\$ 400,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered on the sooner of April 1, 2014 or seven (7) days after BUYER's obtaining state and local approval for the cultivation, preparation, and dispensing of marijuana for medical use. The Closing shall take place at 10:00 o'clock A.M.at the Hampden County Registry of Deeds or at the office of SELLER'S counsel unless otherwise agreed between the parties. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) in a broom clean condition, (c) not in violation of said building and zoning laws, and (d) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give title or to make conveyance or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of five (5) days.

11. FAILURE TO PERFECT TITLE OR MAKE CONFORM If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto at the sole option of BUYER.

12. BUYER'S The BUYER shall have the election, at either the original or any extended time for

 ORIGINAL

ELECTION TO
ACCEPT TITLE

performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE
OF DEED

The acceptance of a deed by the BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF
PURCHASE
MONEY TO
CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE
**Insert amount*

Until the delivery of the deed, the SELLER shall maintain insurance on said premises.

16. ADJUSTMENTS

Water and sewer use charges and fuel value shall be adjusted and apportioned, as of the day of performance of this agreement and the net amount shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

17. ADJUSTMENT
OF
UNASSESSED
AND ABATED
TAXES

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement and the net amount shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

 ORIGINAL

contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it

24. ADDITIONAL PROVISIONS

1. **SUBJECT TO LICENSING APPROVAL:** Prior to Closing, Buyer may terminate this Contract if, Hampden Care Facility is unable to obtain a provisional registration by the Commonwealth of Massachusetts by February 1st, 2014, or local and municipal approval for operation of a dispensary on the premises. SELLER acknowledges that BUYER intends to operate a medical marijuana dispensary on the premises. In the event that Hampden Care Facility is unable to secure any of the state or local licenses or permits needed for medical marijuana cultivation and dispensing, as well as municipal approval for operation of a dispensary on the premises, all obligations of the parties herein shall cease and the deposit shall be returned to the BUYER without recourse in equity or law to either party;
2. **RIGHT TO INSPECT:** This agreement is subject to the right of the BUYER to obtain, at BUYER's own expense, an inspection of the premises and written report to include, but not be limited to, the structural condition of the dwelling(s), the condition of all systems in the dwelling(s) or on the premises, existence and condition of underground storage tanks if any, the presence of insect infestation, the presence of hazardous materials on the premises, or the likelihood of release of hazardous materials on or from the premises, the presence of asbestos, the presence of urea formaldehyde foam insulation, the presence of lead based paint, the presence of radon, the adequacy and suitability of the water supply and the condition and adequacy of the sewerage system by the consultant of the BUYER's own choosing. It is agreed that the period granted to the BUYER for inspections shall expire on March 1, 2014. The BUYER and the BUYER'S consultant shall have the right of access to the premises at reasonable times upon twenty-four hours advance notice to the SELLER, for the purpose of inspecting the condition of said premises and preparing for the build out of the facility, including the completion of necessary architect drawings. If the BUYER is not satisfied with the results of such inspection(s), this Agreement may be terminated without legal or equitable recourse to either party by the BUYER at the BUYER's election, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the BUYER, provided however, that the BUYER shall have notified the SELLER, in writing, on or before the inspection expiration date specified below, of the BUYER'S intention to cancel;
3. **Environmental Testing:** SELLER shall make the premises available up to

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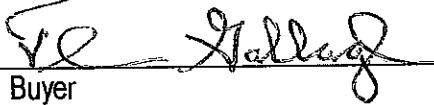
and including March 1, 2014 for BUYER's environmental review and testing, said testing shall include all commercially reasonable methods to identify any violation of local, state or federal law. If the results of said testing are not to BUYER's satisfaction the BUYER upon written notice to the SELLER on or before March 1, 2014 shall be entitled to a return of the deposit herein and neither party shall have any further obligations or rights under this contract;

4. **Premises Free from Occupants:** SELLER acknowledges that the BUYER intends to operate a Registered Marijuana Dispensary (RMD) on the premises; SELLER further acknowledges that Hampden Care Facility's ability to obtain a state license shall depend in part upon its ability to operate an RMD within One Hundred Twenty (120) days of receipt of a RMD provisional registration. In order to meet these needs SELLER shall deliver the premises free of any and all occupants including SELLER at closing.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.



Seller



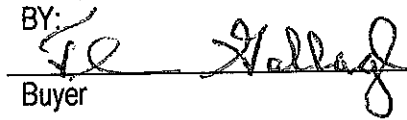
Buyer

W/A

Broker:

Buyer, Hampden Care Facility Inc.,

BY:



Buyer

N/A

Broker



ORIGINAL

EVIDENCE OF INTEREST IN PROCESSING SITE
(Exhibit 5.3)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Physical Address	County	Type of Evidence Attached
Exchange Street in Chicopee, MA 01013, as described in a Deed recorded with the Hampden County Registry of Deeds Book 11334, Page 335.	Hampden	Purchase & Sale Agreement



PURCHASE AND SALE AGREEMENT

This 15 day of November, 2013.

1. PARTIES AND MAILING ADDRESSES
Charles Swider Trustee of CMS Realty Trust, of 78 West St
hereinafter called the SELLER, agrees to SELL and Hampden Care Facility Inc. of
Chicago MA or its nominee hereinafter called the BUYER or PURCHASER,
agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION
A certain parcel of land consisting of approximately 4.330 acres as identified by the
Chicopee Assessor's Office with the building(s) thereon, known as Exchange Street,
Chicopee, MA 01013, as more fully described in a Deed recorded at Hampden County
Registry of Deeds, in Book 11334, Page 335 which consists of but is not limited to a
concrete block building, parking lot, and sheds.
3. BUILDING, IMPROVEMENT, STRUCTURES, FIXTURES
Included in the sale as a part of said premises are the buildings, structures, and
improvements now, thereon, and the fixtures belonging to the SELLER and used in
connection therewith including, if any.
4. TITLE DEED
Said premises are to be conveyed by a good and sufficient quitclaim deed running to
the BUYER, or to the nominee designated by the BUYER by written notice to the
SELLER at least seven (7) days before the deed is to be delivered as herein provided,
and said deed shall convey a good and clear record and marketable title thereto, free
from encumbrances, except:
 - (A) Provisions of existing building and zoning laws;
 - (B) Existing rights and obligations in party walls which are not the subject of
written agreement;
 - (C) Such taxes for the then current year as are not due and payable on the
date of the delivery of such deed;
 - (D) Any liens for municipal betterments assessed after the date of this
agreement;
 - (E) Easements, restrictions and reservations of record, if any, so long as the
same do not prohibit or materially interfere with the current use of said
premises as a legal two-family residence
5. PLANS
If said deed refers to a plan necessary to be recorded therewith the SELLER shall
deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED LAND
In addition to the foregoing, if the title to said premises is registered, said deed shall be
in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the
SELLER shall deliver with said deed all instruments, if any, necessary to enable the
BUYER to obtain such Certificate of Title.



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7. PURCHASE PRICE The agreed purchase price for said premises is \$400,000.00, of which:
\$ 10,000.00 has been paid as a deposit this day; and
\$ 390,000.00 is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, closing counsel's IOLTA, bank check(s), or through SELLER financing and a Note and Mortgage executed by the BUYER as set forth in paragraph 24(5) herein.

\$ 400,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered on the sooner of April 1, 2014 or seven (7) days after BUYER's obtaining state and local approval for the cultivation, preparation, and dispensing of marijuana for medical use. The Closing shall take place at 10:00 o'clock A.M. at the Hampden County Registry of Deeds or at the office of SELLER'S counsel unless otherwise agreed between the parties. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) in a broom clean condition, (c) not in violation of said building and zoning laws, and (d) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give title or to make conveyance or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of five (5) days.

11. FAILURE TO PERFECT TITLE OR MAKE CONFORM If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto at the sole option of BUYER.

12. BUYER'S The BUYER shall have the election, at either the original or any extended time for

 ORIGINAL

ELECTION TO
ACCEPT TITLE

performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE
OF DEED

The acceptance of a deed by the BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF
PURCHASE
MONEY TO
CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE
**Insert amount*

Until the delivery of the deed, the SELLER shall maintain insurance on said premises.

16. ADJUSTMENTS

Water and sewer use charges and fuel value shall be adjusted and apportioned, as of the day of performance of this agreement and the net amount shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

17. ADJUSTMENT
OF
UNASSESSED
AND ABATED
TAXES

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement and the net amount shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

 ORIGINAL

contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it

24. ADDITIONAL PROVISIONS

1. **SUBJECT TO LICENSING APPROVAL:** Prior to Closing, Buyer may terminate this Contract if, Hampden Care Facility is unable to obtain a provisional registration by the Commonwealth of Massachusetts by February 1st, 2014, or local and municipal approval for operation of a dispensary on the premises. SELLER acknowledges that BUYER intends to operate a medical marijuana dispensary on the premises. In the event that Hampden Care Facility is unable to secure any of the state or local licenses or permits needed for medical marijuana cultivation and dispensing, as well as municipal approval for operation of a dispensary on the premises, all obligations of the parties herein shall cease and the deposit shall be returned to the BUYER without recourse in equity or law to either party;
2. **RIGHT TO INSPECT:** This agreement is subject to the right of the BUYER to obtain, at BUYER's own expense, an inspection of the premises and written report to include, but not be limited to, the structural condition of the dwelling(s), the condition of all systems in the dwelling(s) or on the premises, existence and condition of underground storage tanks if any, the presence of insect infestation, the presence of hazardous materials on the premises, or the likelihood of release of hazardous materials on or from the premises, the presence of asbestos, the presence of urea formaldehyde foam insulation, the presence of lead based paint, the presence of radon, the adequacy and suitability of the water supply and the condition and adequacy of the sewerage system by the consultant of the BUYER's own choosing. It is agreed that the period granted to the BUYER for inspections shall expire on March 1, 2014. The BUYER and the BUYER'S consultant shall have the right of access to the premises at reasonable times upon twenty-four hours advance notice to the SELLER, for the purpose of inspecting the condition of said premises and preparing for the build out of the facility, including the completion of necessary architect drawings. If the BUYER is not satisfied with the results of such inspection(s), this Agreement may be terminated without legal or equitable recourse to either party by the BUYER at the BUYER's election, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the BUYER, provided however, that the BUYER shall have notified the SELLER, in writing, on or before the inspection expiration date specified below, of the BUYER'S intention to cancel;
3. **Environmental Testing:** SELLER shall make the premises available up to

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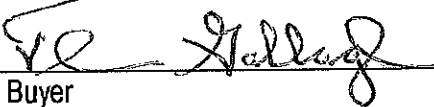
and including March 1, 2014 for BUYER's environmental review and testing, said testing shall include all commercially reasonable methods to identify any violation of local, state or federal law. If the results of said testing are not to BUYER's satisfaction the BUYER upon written notice to the SELLER on or before March 1, 2014 shall be entitled to a return of the deposit herein and neither party shall have any further obligations or rights under this contract;

4. **Premises Free from Occupants:** SELLER acknowledges that the BUYER intends to operate a Registered Marijuana Dispensary (RMD) on the premises; SELLER further acknowledges that Hampden Care Facility's ability to obtain a state license shall depend in part upon its ability to operate an RMD within One Hundred Twenty (120) days of receipt of a RMD provisional registration. In order to meet these needs SELLER shall deliver the premises free of any and all occupants including SELLER at closing.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.



Seller




Buyer

N/A

Broker:

Buyer, Hampden Care Facility Inc.,

BY: 

Buyer

N/A

Broker



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: Hampden Care Facility, Inc. Application # (if more than one): N/A

Site	City/Town	County	Type of Support Attached
1	Chicopee	Hampden	Letter of Support from Mayor of Chicopee.
2	Chicopee	Hampden	Letter of Support from Board of Health.



CITY OF CHICOPEE

MAYOR MICHAEL D. BISSONNETTE

November 8, 2013

Hampden Care Facility, Inc.
10 Center Street, Suite 305
Chicopee, MA 01013

Dear Hampden Care Facility Team:

Regarding your proposal for a Registered Marijuana Dispensary, the City of Chicopee Planning Department acknowledges that such a facility is an allowed use at the 14 Exchange Street site (by Special Permit). There is not a medical marijuana moratorium in Chicopee and the City has adopted an ordinance to regulate permitting of such a facility.

I support Hampden Care Facility's plan for a registered marijuana dispensary, including dispensing, processing, and cultivating marijuana at 14 Exchange Street provided the dispensary meets all other state and local requirements for the operation of such a facility. The registered marijuana dispensary would be allowed to operate within Chicopee upon the receipt of a state license and all necessary approvals from the Department of Public Health and the City of Chicopee.

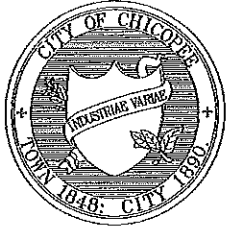
Please note that this letter of support does not constitute permission to violate any applicable law. Should you require any further assistance, please feel free to contact either my office or the Planning Director.

Respectfully,

Mayor Michael D. Bissonnette



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Lisa Sanders
Director

City of Chicopee

HEALTH DEPARTMENT

15 Court St, Chicopee MA 01020

Phone (413)594-1660 Fax (413) 594-1673

www.chicopeema.gov

November 6, 2013

Hampden Care Facility, Inc.

10 Center Street, Suite 305

Chicopee, MA 01013

Re: Letter of Support for Proposed Marijuana Dispensary in Chicopee, MA

Dear Hampden Care Facility Team:

Attn: Thomas Gallagher, Board President

At a Board of Health meeting held on Wednesday, November 6, 2013, the Chicopee Board of Health Commissioners voted unanimously to have no objections and to support the proposal for a Registered Marijuana Dispensary proposed by the Hampden Care Facility Team to be sited within the limits of the City of Chicopee, Massachusetts.

The proposed facility is to be located at Exchange Street in a Deed record at Hampden County Registry of Deeds, Book 11334, Page 335. The group, led by Thomas Gallagher presented the Board with the site location details and overview of the operations of the facility. The Board of Health Commissioners acknowledges that such a Registered Marijuana Dispensary (RMD) Facility is allowed in the location proposed by the group by a Special Permit from the City. It also acknowledges that the City currently does not have any plans to place a moratorium on medical marijuana in Chicopee, MA.

The Chicopee Board of Health Commissioners based its support on the following:

- That the Registered Marijuana Dispensary meets all state and local requirements for the operation of such facility within Chicopee, MA
- That the Registered Marijuana Dispensary will be allowed to operate within Chicopee, MA upon receipt of a license from the Massachusetts Department of Public Health

 ORIGINAL

Please note this letter of support does not imply approval of the Facility or constitute permission to violate any applicable law. If you require further assistance or have any questions, please feel free to contact me.

Respectfully,



Lisa Sanders, RS

Health Director

Chicopee Board of Health

15 Court Street

Chicopee, MA

C: Janet Ely, Board of Health Commissioner

Patrick Gottschlicht, Hampden Care Facility Team

Ernest Mathieu, Board of Health Commissioner

Stephen Reilly, Attorney



ORIGINAL

SUMMARY CHART OF LOCATIONS AND LOCAL SUPPORT
(Exhibit 5.5)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing Exchange Street, Chicopee, MA 01013 (aka: 14 Exchange Street, Chicopee, MA 01013).	Hampden	Purchase & Sale Agreement
2	Cultivation Exchange Street, Chicopee, MA 01013 (aka: 14 Exchange Street, Chicopee, MA 01013).	Hampden	Purchase & Sale Agreement
3	Processing Exchange Street, Chicopee, MA 01013 (aka: 14 Exchange Street, Chicopee, MA 01013).	Hampden	Purchase & Sale Agreement

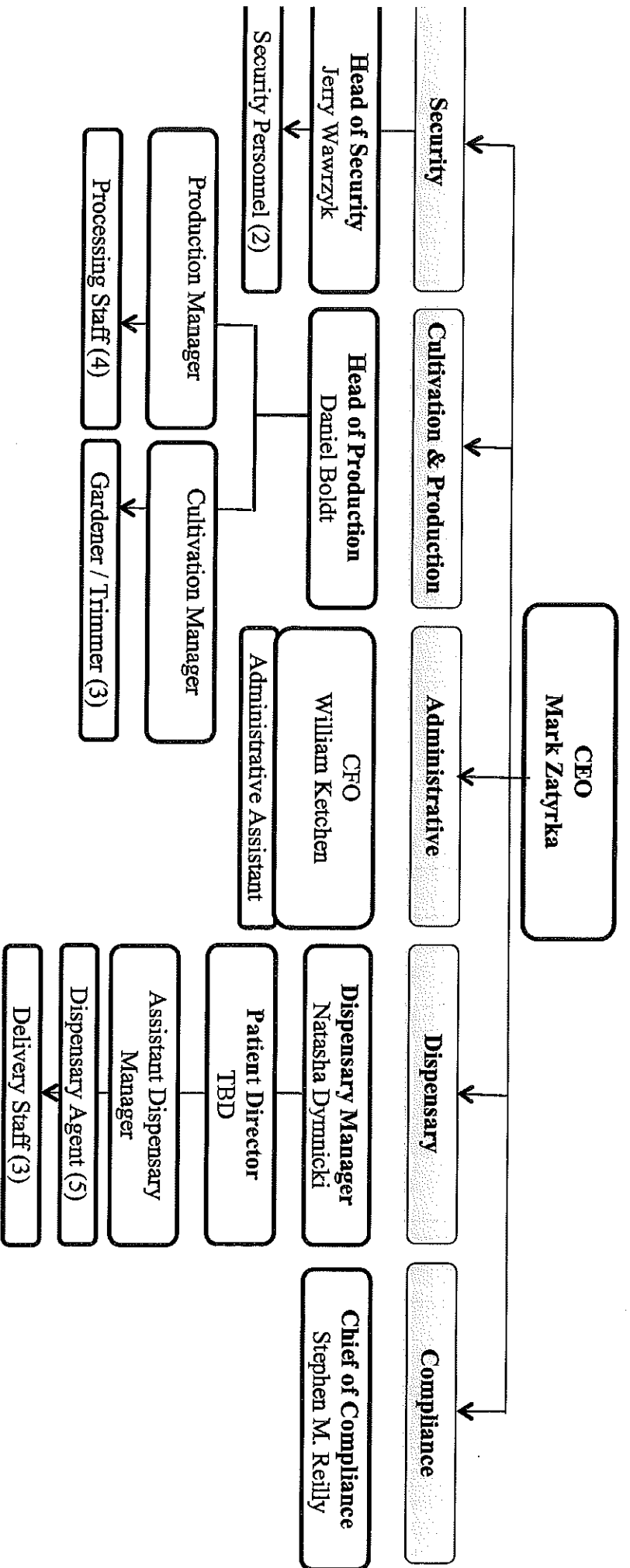
RMD ORGANIZATIONAL CHART
(Exhibit 6.1)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Attach organizational chart.



**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: Hampden Care Facility, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.

 ORIGINAL

**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	Patrick Gottschlicht	Community Relations Specialist
2	Karly Monette	Assistant Dispensary Manager
3	Charmaine Luvera	Dispensary Agent
4	Lisa Warzyk	Dispensary Agent
5	Ryan Smola	Dispensary Agent
6	Dawn Fitzgerald	Dispensary Agent
7	Darrin Caney	Dispensary Agent
8	Paul Della Torre	Cultivation Assistant
9	Hubert Gottschlicht	Processing Staff
10	Anna Ciekoska	Processing Staff
11	Patrick Wilcox	Security Guard
12	Jay Makkiya	Security Guard
13	Eric Lindahl	Cultivation Manager

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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: Hampden Care Facility, Inc. Application # (if more than one): N/A

Key Benchmarks ⁱ	Due Dates	Person Responsible	Risk Level if Not Completed on Time	Date RMD Opens
Site Plan	12/1/2013	Durkee, White, Towne, & Chapdelaine	Low	9/9/14
Architectural plan	12/1/2013	Hervieux Design	Low	
Environmental inspection	12/15/2013	Beta, Inc.	Low	
Submit Notice of Intent to State Conservation Committee & Massachusetts Dept. of Environmental Protection	12/6/2013	Hampden Care Facility	Low	
Submit site plan to planning board	12/6/2013	Hampden Care Facility	Low	
Submit special permit to the Chicopee Clerk's Office	12/6/2013	Hampden Care Facility	Low	
Hearing with City Council Zoning Sub-Committee on special permit & site plan	1/14/2014	Hampden Care Facility	Low	
Submit architectural plans to DPH	1/31/14	Hampden Care Facility	High	
Approval of special permit	2/11/2014	Chicopee City Council	Low	

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RMD START-UP TIMELINE
(Exhibit 7.1 Continued)

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Approval of site plan	2/11/2014	Chicopee Planning Board	Moderate
Provisional inspection with DPH	2/11/2014	Hampden Care Facility	High
Receipt of building & additional permits	2/14/2014	Chicopee Building Dept	Moderate
Receive a certificate of registration to operate from DPH	2/28/2014	Department of Public Health	High
Demolition and site work	3/7/2014	General Contractor	Moderate
Creating concrete foundation	3/21/2014	General Contractor	Moderate
Constructing warehouse (building framed, roofed, insulated, and interior framed)	4/11/2014	General Contractor	Moderate
Rough electric, HVAC, plumbing, parking, and driveway	4/25/2014	General Contractor	Low
Finish work, electric, plumbing, HVAC	5/9/2014	General Contractor	Low
Sprinkler Installation	5/9/2014	Hampshire Fire Protection	Low
Vault Installation	5/9/2014	CustomVault.com	Low
Security system installation	5/9/2014	LAN-TEL	Low

 ORIGINAL

RMD START-UP TIMELINE
(Exhibit 7.1 Continued)

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

Corporation Name: Hampden Care Facility, Inc. Application # (if more than one): N/A

Landscaping	5/9/2014	General Contractor	Low	
Fence Installation	5/9/2014	Hastie Fence	Low	
Issue Temporary Certificate of Occupancy	5/12/2014	Chicopee Building Dept.	Low	
Start cloning	5/13/2014	Hampden Care Facility	Low	
Final Inspection & Issue Certificate of Occupancy	5/26/2014	Chicopee Building Dept.	Low	
First harvest	8/25/2014	Hampden Care Facility	Low	
Curing & packaging	9/8/2014	Hampden Care Facility	Low	

Insert more rows if needed

 ORIGINAL

**PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)**

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

Corporation Name: Hampden Care Facility, Inc.

Application # (if more than one): N/A

Attach sliding price scale.

 ORIGINAL

Patient Financial Hardship Proposed Sliding Price Scale		
Qualifier	Discount	Maximum Monthly Discount
100% - 300% poverty rate	Free Gram per week	5 Grams per month
Terminal illness	Unlimited	Dispensary Mgr. Discretion
Mass Health	Free Gram per week	Dispensary Mgr. Discretion
Workmen's Compensation	Free Gram per week	Dispensary Mgr. Discretion
Chronic disability	Free Gram per week	Dispensary Mgr. Discretion
<i>Discount applies to only medical marijuana and marijuana infused products.</i>		
<i>The maximum monthly discount is based on physicians' recommendation and may be increased by the RMD based on a patient's circumstances.</i>		
<i>Patients with temporary emergencies including un-employment or a work related injury may apply for emergency temporary assistance.</i>		

 ORIGINAL

APPLICATION RESPONSE FORM SUBMISSION PAGE

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

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The Applicant must complete a Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability. By signing, the Applicant formally notifies the Department that the Applicant is in compliance and shall maintain compliance with all applicable requirements.

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
 - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
 - purchase accessible equipment or modify equipment;
 - modify policies and practices; and
 - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.

I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.

- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, and this Contractual Agreement.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Corrective Action Plan shall be deemed a breach of a material provision of the Registered Facility registration between DPH and the Registered Facility. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of the registration by the Department.

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

Authorized Signatory (as designated in exhibit B):

First Name: [Thomas] **Last Name:** [Gallagher]

Title: [President]

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

