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

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

Corporation Name: Healthy Pharms, Inc.

Application # (if more than one): _____

	Name	Role within the Corporation
1	Nathaniel Averill	Executive Director
2	Paulus W Overgaag	Clerk



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APPLICATION RESPONSE FORM COVER PAGE

Make this the first page of your response

Corporation

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

Website URL (if applicable): []

Address:

[750 Cotuit Road]

[]

City: [Mashpee] State: [MA] Zip: [02649]

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

First Name: [Nathaniel] Last Name: [Averill]

FEIN: [463447386]

Contact Person

First Name: [Nathaniel] Last Name: [Averill]

Title: [Executive Director]

Telephone: (508) 207-3979 FAX: () - E-Mail: [gnat911@gmail.com]

Contact Person Address (if different):

[Same as above.]

[]

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

Authorized Signature

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

Background Check Authorization

The Department will conduct a background check on:

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

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

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

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

Application Fee

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


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

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

Required Signatures


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

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


Name: Nathaniel Averill
Title: Executive Director

9 Nov 2013
Date

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


Name: Nathaniel Averill
Title: Executive Director

9 Nov 2013
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.

[Legal Name: Healthy Pharms, Inc.
 Incorporated: April 30, 2013 in the Commonwealth of Massachusetts]

1.2 Describe the organization's mission and vision.

[Mission:

Healthy Pharms, Inc. will provide high-quality, laboratory-tested medical marijuana products and educational materials to Massachusetts residents approved by their physician and registered with the Department of Public Health. Our facility will be clean, modern, operated in a professional manor, and compassionate to those we serve. We will engage the community and be responsive to their needs, ensure financial sustainability, and maintain legal and regulatory compliance at all times.

Vision:

Healthy Pharms, Inc. envisions being a non-profit organization that puts the needs of its patients first, by providing them with fair-priced, high-quality medicinal products and educational materials in a friendly and inviting environment. We will operate with the utmost transparency, professionalism and regulatory compliance to provide approved patients in the community with the medical marijuana products that best fit their needs.]

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

Organizational chart attached as exhibit 1.3

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

List of Board of Directors attached as exhibit 1.4

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

List of members of the applicant corporation attached as exhibit 1.5

- 1.6 Attach the corporation's bylaws.

Bylaws attached as exhibit 1.6

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

[The Healthy Pharms, Inc. (HPI) Board of Directors, in order to ensure our board is adequately composed of experienced and qualified members, has added one additional member, Dr. Amy Herman-Roloff, who has extensive experience working in health settings. This is the only change that has been made since the submittal of the Phase I application. These changes are updated in the included Restated Articles of Organization.]

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.

[Nathaniel Averill (Executive Director): Early in his career, while Manger at Abbott Bioresearch Center in Worcester MA, Mr. Averill oversaw three productions suites that produced numerous different biotech pharmacological products and three production crews, totaling approximately thirty people. Many different products were produced at this facility as Abbott had internal products as well as taking on contract manufacturing to increase revenue. This rapid turn over of products made for a fast paced environment which accelerated Nathaniel's learning curve dramatically. Nathaniel stayed with Abbott Bioresearch for almost 12 years as he climbed the management ladder.

Nathaniel then moved to MedImmune Inc. where he was responsible for the design, construction, validation and startup of a large-scale clinical facility. At the same time he managed the daily operations of the existing multi-product clinical facility. There he also dramatically lowered the occurrences of process deviations during manufacturing by extensive training and restructuring batch records to be more user-friendly.

In a more recent role as the head of Cell Culture Operations at Bristol-Myers Squibb, Mr. Averill oversaw the design, construction, automation, validation and start up of all aspects of the cell culture portion of the \$1 billion biotech pharmaceutical production facility at Devens, MA. He was responsible for all Media Prep, Inoculum Development, Seed Bioreactors, Production Bioreactors, and Harvest operations. There he developed a team that was able to implement the vision, start up the operations and produce product in a compliant manor that allowed BMS to have a strait forward initial FDA inspection and facility approval.

All of the teams that he has developed and manage have proved to be efficient and over time the personnel have developed into experts in their areas of responsibility. Nathaniel's experience in managing large bio-pharmaceutical manufacturing organizations will be useful in building a highly effective team, in optimizing the cultivation activities and developing compliant MIP production

operations and documentation. Additionally, his extensive GMP and compliance experience will be critical on the dispensary side when developing systems for labeling, tracking, controls, testing and release and traceability of our medicinal products.

Paul Overgaag (Chief Financial Officer): Paul has been running three businesses simultaneously and successfully for the last several years (two restaurants and an organic farm). His strength lies in his hands-on approach to managing multiple facets of the businesses at once, from purchasing to payroll, cooking to customer service, and management to quality control. Paul has a knack for integrating concepts. Most recently, he developed neighboring real estate into a thriving beer garden, revamped a small patio into a bi-level deck with an al fresco raw bar, and successfully integrated a working farm into the scheme of both restaurants. This ability to maximize the potential of each inch of space and make efficient use of all resources has increased yearly sales from 3 million to 5 million in less than 5 years. Outside of his restaurants, Paul successfully manages more than ten rental units, both commercial and residential, in and out of state. What began as renting out a spare apartment has spawned a sustained side business that he operates with his partner. All of this experience creates an excellent foundation for operating a successful registered dispensary, as he has an endless pool of practical knowledge and resources from which to draw.

Joy Kolin (Non Profit Compliance Specialist): Joy's 15 years of professional experience is in running and managing non-profit international development projects. The projects mostly focus on public health activities such as care and treatment of HIV/AIDS, family planning and reproductive health, tuberculosis, malaria and cervical cancer prevention. These projects directly impact the well being of millions of men, women and children in Africa.

Joy has received numerous awards from international organizations for her service. She sees her work as more than a job but a calling to help people around the world. She will bring that drive, dedication and professionalism from the international scene to the domestic environment and continue her mission to help people in need.

Steven Freundlich (Director of Operations): As a member of the HPI Executive Management Team (EMT), Steven will rely upon his long experience and extensive history, as a USAID operational Project Development Officer to provide periodic programmatic and project oversight, monitoring and reporting to the EMT and to the Board of Directors related to a variety of RMD planning, implementation, and management operations. Over time, the Board envisions establishing a number of critical benchmarks for different operational aspects of the RMD project. The EMT and the Board of Directors will use these benchmarks as indicative measurements of the successful achievement of the targeted objectives and strategic goals.

During Mr. Freundlich's USAID career he expanded the development and utilization of these types of oversight/management tools and techniques by multiple, inter-sectorial USAID bilateral developmental country programs in Africa. These techniques and tools served not only to provide managers with a means of modifying and/or revising ongoing operations on-the-spot, but also enabled USAID's Washington, D.C. based political leadership to rationalize the allocation of scarce materials and human resources throughout the Eastern and Southern regions of Africa. The Board of Directors of HPI has determined that these types of innovative oversight, monitoring and action-oriented assessments can serve as a useful tool in its effort to ensure the successful and sustainable operation of the proposed RMD.

Amy Herman-Roloff, PhD (Medical Operations Specialist): In her 15 years of professional employment, Amy has always worked in governmental public health agencies (local and state) or non-

profit organizations. As an epidemiologist, her work has focused on drafting innovative proposals for research studies (many around the delivery of health services), and serving as an investigator for successful awards. She has served as an investigator on over 30 studies, and her primary role includes technical oversight, managing the budget and ensuring that all deliverables are completed. Dr. Herman-Roloff looks forward to contributing her innovation, technical expertise, budget management skills, and ability to deliver quality products to the success of HPI

Bryнна Ledyard (HR Manager): With a solid background in the hospitality industry, Bryнна recognizes the value of an inviting atmosphere, and a friendly, knowledgeable staff to put guests at ease and keep them returning. During her years at the Red House and Giannino's, she designed a 4-part system for training all service and management staff. The core principles of the training are in building product knowledge and confidence, with a strong emphasis on learning how to read and anticipate the needs of the customer. She incorporates a mentoring program, and personally oversees much of the training herself. Her dedication to the belief that quality product and people are the soul of the business has contributed greatly to the bottom line by keeping both staff and customer loyal over the years. As a member of the Executive Management Team in charge of human resources and marketing, this approach will play an important role in the successful operation of a registered dispensary. Ultimately, an educated and empathetic staff will have a great impact on HPI reputation and performance.

Richard Stanley (Security Director): Richard's background in law enforcement and as Chief of Police gave him extensive experience in managing individuals and groups of law enforcement officers. He has been able to consistently work within the budgets developed but the towns in which he served. He was Chief of Police in the Town of Wareham, MA for over four years and North Andover MA Chief of Police for over 25 years.

Kelly Jackson (Dispensary General Manager): Kelly's experience managing groups within a pharmaceutical manufacturing organization have positioned her well for the role of dispensary manager. Her work has demanded highly productive results on very tight schedules. Her work in producing pharmaceuticals requires highly technical and highly detailed work, as well as complying with the very high standards of FDA and other world health regulating organizations. Kelly has been part of developing and implementing these systems at multiple sites and defending them during rigorous and lengthy inspections. The systems that Kelly has managed have always shown positively through numerous regulatory audits.]

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.

[**Nathaniel Averill:** Nathaniel's 20 years of experience in producing pharmaceuticals and developing Quality Systems that have undergone many FDA and EMEA audits will be critical in running operations that are consistently complaint and meet the PDH's criteria for providing quality medical marijuana to registered patients in Massachusetts.

Paul Overgaag: While Paul has a great deal of professional experience in public relations and customer service from his many years in hospitality, [REDACTED]. Paul has had the benefit of growing up in the Netherlands, where a progressive way of thinking prevails and legal

medical marijuana use has been commonplace for decades. He is certainly able to empathize, and understands the benefit and relief that can come from the use of it.

Joy Kolin: Joy has managed international health projects and supervised doctors, nurses and health care workers in Africa who carried out the services to the target population. Joy ensured that the services provided were of the international standards, and were provided on time and within budget. Joy also ensured that her team had adequate budget, supplies and human resources to carry out the public health activities it was mandated to do in countries such as Kenya and Nigeria.

Steven Freundlich: Steven has overseen numerous health service projects, which were key in building the bilateral strategies of USAID in Africa, Asia and the Middle East. Such projects included: Family Planning, Mother and Child Nutrition, Vaccine Development and Distribution, HIV/AIDS Treatment and Prevention, Water Treatment and Sanitation, and Health & Family Planning Research and Development. In each case, Steven was responsible for integrating practical, user-friendly management and monitoring systems for the operational and management staff of USAID and any relevant contractors or grantees. Steven often provided additional support directly to on-the-ground operations or management-level USAID or contracted staff. The Board of Directors is convinced that experience with the creation and usage of innovative and pragmatic management tools and oversight techniques will prove to be useful in the successful oversight and management of the HPI Registered Marijuana Dispensary.

Amy Herman-Roloff, PhD: A significant portion of Amy's work has been focused on monitoring and improving the delivery of health services. She has experience working in trauma center, hospital, and outpatient settings. Her work has primarily focused on developing and marketing health services and client satisfaction. In her role with Population Services International, she generated information to inform the scale-up and monitoring the quality of public health clinics in several countries. In total, she supported a network of over 500 clinics providing maternal and child health services throughout East Africa. Once clinic sites were identified and opened, Amy focused on ensuring that doctors and nurses provided services to an identified standard, and assessing the client experience. Many of Amy's findings were used to improve the flow and treatment of clients in these clinics. Amy has conducted similar work around the provision of medical male circumcision throughout Kenya, including the generation of promotional materials for this innovative - and controversial - intervention.

Brynna Ledyard: Though Brynna has spent the better part of two decades in the business of customer care; she has not yet had the experience of working in the medical field. Alternative medicine and treatments have always been a special interest of hers. An inherently nurturing personality, and a great enthusiasm for education, she looks forward to helping others and applying her strong interpersonal skills in a new landscape.

Richard Stanley: Richard's background in law enforcement and as Chief of Police did not provide him experience in providing health care services.

Kelly Jackson: Kelly, other than extensive experience in producing medicines, while putting herself through school at St. Michael's College was an EMT for four years. The last two years of which at a level, that allowed her to dispense medication under a doctor's supervision. The ambulance company served the 5 surrounding communities.]

- 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.

[Nathaniel Averill: Nathaniel has over 20 years' experience in biotechnology pharmaceutical manufacturing. His expertise includes GMPs, regulatory compliance and operations management. In his previous role as the head of Cell Culture Operations at Bristol-Myers Squibb, Mr. Averill oversaw the design, construction, automation, validation and start up of all aspects of the cell culture portion of the \$1 billion biotech pharmaceutical production facility at Devens, MA. Once operational, he was responsible for a team of 42 engineers, operators and managers with a \$45 million annual budget for the cell culture operations, producing Orencea®.

At MedImmune Inc., Nathaniel was responsible for the design, construction, validation and startup of a large-scale clinical facility. At the same time, he managed the daily operations of the existing multi-product clinical facility with a \$25 million annual budget and a full time staff of 24-32.

While Manager at Abbott Bioresearch Center in Worcester MA, Mr. Averill oversaw three production suites that produced numerous different biotech pharmacological products and three production crews, totaling approximately thirty people. Although the budgets for these projects varied significantly, each production campaign had a budget in the millions and often each production suite would be used for two to four production campaigns per year.

Nathaniel's many years of overseeing operations for large pharmaceutical plants has provided him with an excellent background for overseeing HPI's operations.

Paul Overgaag: As Chief Financial Officer, Paul brings over 25 years of entrepreneurial and management experience to the table. In the late 1980's, Paul started out as one of three partners in a small 90-seat restaurant in the Charles Hotel complex in Cambridge. Today, he is the sole proprietor of two successful restaurants with a combined seating capacity of over 350. He also operates his own certified organic farm in Winchendon, MA, supplying much of his own restaurants' produce, eggs, and meats.

Paul's business model has been the very antithesis of that of the big restaurant groups that have emerged in recent decades. His focus has never been on trends, but on building local customer loyalty, drawing consumers back again and again with good value and a great product. Rather than opening and operating multiple locations and thereby increasing costs and risk, Paul has always sought ways to grow his existing locations from within. Paul currently operates within a 5 million dollar yearly budget, overseeing a payroll of about 60 employees. His core management and kitchen team have stayed with him for decades.

In the process of building his two restaurants, Paul has participated in numerous community events and festivals, as well as public projects to benefit the street and neighborhood as a whole. As property owner and business operator, he has worked with the City of Cambridge on countless license issues, permits, and petitions to the City Council and Cambridge Historical Commission. As the landscape in Harvard Square is continually populated by large corporate chain and restaurant group establishments, Paul has been one of the few successful independent hold-outs, in part due to his solid relationship with local city government and the community.

Ultimately, Paul's success in a competitive local business climate has been largely due to his financial savvy. He takes a hands-on approach to finding ways to save money and resources, and is always open to new ideas and angles. The numbers for his businesses continue to show consistent growth each year, while matching (and even exceeding) industry standards for percentages on overhead costs, payroll, and profit.

Joy Kolin: Joy has over 15 years' experience working for not-for-profit that organizes and manages US government funded projects that range from \$1m per year to \$15m per year, over multiple years in countries such as Egypt, Kenya, and Nigeria. She ensures that all project activities are delivered on time and in line with the project contract, and in accordance with US government rules and regulations. Joy reviews all financial reports that are drafted by the finance team, ensures that expenditures are aligned with invoices and other costs incurred, and approves the reports that go to US government. She also makes financial projections on a monthly basis, based on current expenditures and ensures that funding is spent in accordance with the contract. Joy's many years of managing projects for non-profit corporations will allow her to ensure that all aspects HPI maintain a compliant non-profit status.

Steven Freundlich: Steven has a long, diverse, pragmatic, and successful experience of oversight and management of financially sound organizations. Over a 3-year period in the mid-1970's, Steven serves as the Executive Director of the International Center in NYC, a domestic US NGO. Mr. Freundlich was not only responsible for raising the donated revenues of \$200,000 for the annual budget, but also for the oversight and guidance of the expenditure of funds by the staff of international volunteers. Subsequently, he began a 30-year career in International Economic Development, planning and implementing multi-million dollar, multi-year, bilateral projects in partnership with private sector firms, international donor agencies, and governmental and non-governmental organizations. Thus, Mr. Freundlich has a deep interest in and vast experience with the financial management of organizations and businesses of varying sizes and scope. Steven also recognizes that the success (or failure) of the many projects he has implemented in large part depends on understanding the needs of the stakeholders, or in the case of HPI, both the patients and the community. Understanding and meeting the needs of the community and patients will be a key part of Steven's role.

Amy Herman-Roloff, PhD: Amy has 15 years of experience as a public health expert both in the US and internationally. She has been key personnel for over 30 public health awards ranging between \$500,000 - \$50 million. Her role usually focuses on implementing the strategic information activities including research studies, market research, and monitoring and evaluation components. These activities frequently had a budget range of \$10,000-\$5 million. All strategic information activities were implemented well with a detailed budget and work plan that was circulated internally and to the donor (e.g., USAID, DFID, etc.). As a recognized expert in public health, Amy will be advising HPI on health services best practices as well as providing guidance for challenging patient inquiries.

Brynna Ledyard: Brynna has over ten years' experience in managing restaurant personnel. Her background as a restaurant management and staffing responsibilities has developed a skill set that is an excellent fit for overseeing HPI's staffing requirements. She is responsible for managing a group of up to eighteen where she has been expected to work within set budget limitations.

Richard Stanley: Richard has managed annual budgets of 4 to 5 million dollars. He has also managed capital expenditures including the construction of a new police headquarters totaling 20 million dollars. He has been President of the Massachusetts Chiefs of Police Association as well as the Commander of North Eastern Massachusetts Law Enforcement Council SWAT and Tactical unit's reporting to 55 cities and towns where Richard having budget responsibility for the units.

Kelly Jackson: Kelly has 12 years of experience within the biotechnology field as an expert in pharmaceutical manufacturing practices. She began her career on the floor as a manufacturing operator, where she made the product while following Standard Operating Procedures for the site, batch records for process, and good manufacturing practices as defined by the FDA.

She has worked on established manufacturing sites, well as multiple start-ups. At Abbott Bio-Research, Kelly was responsible for a process of which the batches were worth over 25million each (produced as a rate of one every 16 days). At MedImmune the peek staff she was responsible for was approximately 25 people. The budgets required for the projects she managed varied significantly between companies, but all were multimillion-dollar projects.

Kelly's role within manufacturing compliance was to investigate deviations from the defined manufacturing process and implement effective corrective and preventative actions to prevent similar situations from recurring. Over the years she has worked directly with quality assurance, validation, manufacturing, and compliance departments has solidified her strong ethic to ensure that any process she works with runs efficiently, but most importantly, compliantly. Kelly's experience has prepared her to for oversee the production of the MIPs in a consistent and compliant manor.]

- 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.

[Nathaniel Averill: In his role at Bristol-Myers Squibb, Nathaniel was regularly required to make decisions that had impact in the millions of dollars. This often occurred in assessing the impact of production process events, on product quality, or selecting (or designing) process equipment. The most significant example was during the construction phase. The original plan was to construct the bioreactors in the facility; however, the plan would extend the timeline for startup far passed original projections. Nathaniel worked with the engineering team and the bioreactor manufactures to make the bioreactors off site with equipment "skids" that could be separated in large piping platforms and re-connected on site. With this strategy the six 25,000L bioreactors and 9 seed reactors could be moved into the building as soon as the building's construction allowed for installation. Although this cost an additional \$25 million to implement, it also saved several times that amount by shortening the overall construction schedule. The timeline was upheld and expectations were exceeded.

Paul Overgaag: Success in the restaurant industry aside, Paul has had to contend with some major financial hurdles in his years of cultivating his businesses. In response to a changing economy and an ever-evolving local business community, there have been instances when he has had to incorporate radical changes in order to sustain viability. Paul is a long-term thinker, and has always recognized the importance of investing upfront to realize sustainable growth. Because he is actively involved in the day-to-day operations of his businesses, he is able to diagnose problems early, and change course accordingly.

In the earliest days of his first restaurant's inception, success was not instant, and business waned. Paul immediately began seeking solutions. Aside from exhausting as many money-saving measures as possible, Paul embarked on a trip to Northern Italy with his head chef, in search of solutions and ideas to help save his business. He returned with a refreshed attitude toward his menu, improved the quality and authenticity of its items, and introduced the "spuntini" concept – the option of smaller appetizer-sized portions of the main dishes. To this day, this menu concept prevails and is the cornerstone of his restaurants' success. Paul recognized the customer's desire for flexibility – diners did not want to be saddled with the larger portions (and price tags) of main entrees, but enjoyed the freedom of eating less, and paying less. As the word spread, Giannino's, and subsequently, the Red House, gained a huge following of loyal customers drawn by this feature, and sales grew by volume.

In more recent years, as the economic downturn worsened and began to effect business slow, Paul refused to raise prices as others were doing to compensate for higher fuel and food costs. Rather than reach into his customers' pocket, he lowered his costs by becoming his own supplier: he purchased his

own organic farm and hired his brother to run it. For about three quarters of the year, his farm supplies the restaurants with produce, eggs, and meat; and, the appealing, new "farm-to-table" menu concept has brought in a whole new clientele. Currently he is exploring the idea of starting an on-demand CSA (Community Supported Agriculture, or farm shares) online to bring his organic products directly to the community at competitive retail prices.

Paul's instinctive, big-picture thinking and ability to execute new ideas quickly and efficiently have consistently boosted his bottom line over the years. He considers all facets of any needed changes, and is always thorough in researching his options and their possible repercussions. Paul will bring this same approach to his role as financial manager for HPI.

Joy Kolin: In a recent budget review, Joy discovered that the US Government did not provide 100% of the funding that was designated for a given project per their contract. Instead, only 80% of the funds were fulfilled.

In response, Joy organized conversations with US government representatives about the situation and received confirmation from the US government that the project would not get 100% of the budget as statement in the contract. At that point, Joy took corrective action and based on the funding that was available, she prioritized activities that were essential to the continuation of the project for that year, took out specific activities from the work plan, and moved those activities to quarter one of next year's work plan. She presented the revised plan to US Government and under the circumstances they agreed to the change.

Steven Freundlich: During Mr. Freundlich's career as a Foreign Service Officer with the U. S. Agency for International Development (USAID) while posted in India (1986-1990), he provided oversight management for 26 multi-year, bilateral projects whose total estimate expenditure was \$450 million. Many of those projects required annual financial audits with significant financial recommendations that required corrective action measures to be formulated and acted upon in a timely manner. Mr. Freundlich was often designated to oversee and guide such corrective actions. In addition, all of these diverse projects, grants and contracts required varying levels of programmatic and evaluative reviews during the operational lives. As the "Officer-in-Charge", Mr. Freundlich utilized such reviews as a means of readjusting operational procedures and management systems, so as to learn lessons from the experiences in order to improve the achievement of targeted results.

Amy Herman-Roloff, PhD: Amy has never been responsible for managing a budget that has had an unfavorable review requiring significant corrective action. She participates in the annual budget reviews for her projects and makes strategic realignments as necessary. She was once asked to consultant on a USAID reproductive health research project in Tanzania where fraud was suspected. She was tasked with estimating the scope of the fraud, identifying which components of the research activity could be salvaged, and what steps could be taken to prohibit fraud in the future.

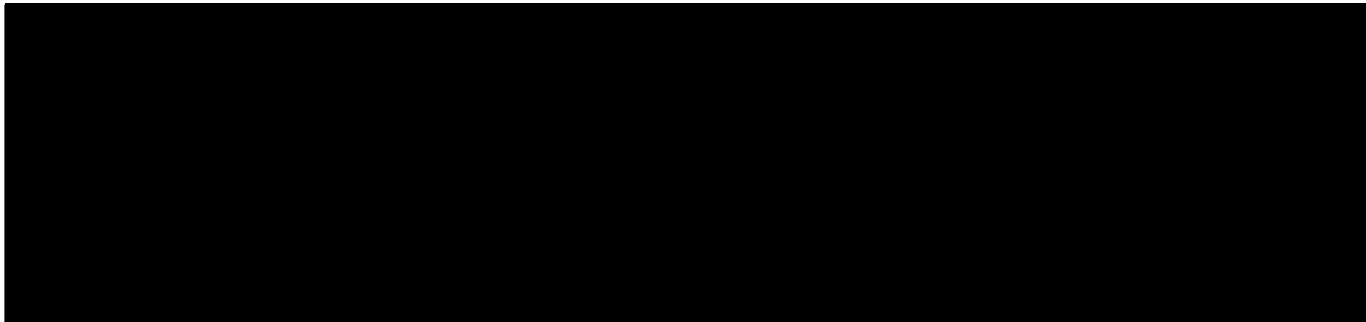
Brynna Ledyard: While corrective financial measures have never been a designated part of Brynna's job description at the restaurants, she uses budgets on a regular basis. She consistently keeps man-hours and payroll consistent with sales volumes, and in general, makes cost savings a priority. Additionally, she has initiated various promotions and ideas to help boost sales during off-season times, all of which have had a positive effect on the bottom line.

Richard Stanley: Richard has limited experience managing financial corrective measures. While managing the capital for a new police headquarters, Richard regularly needed to make adjustments based on budget limitations.

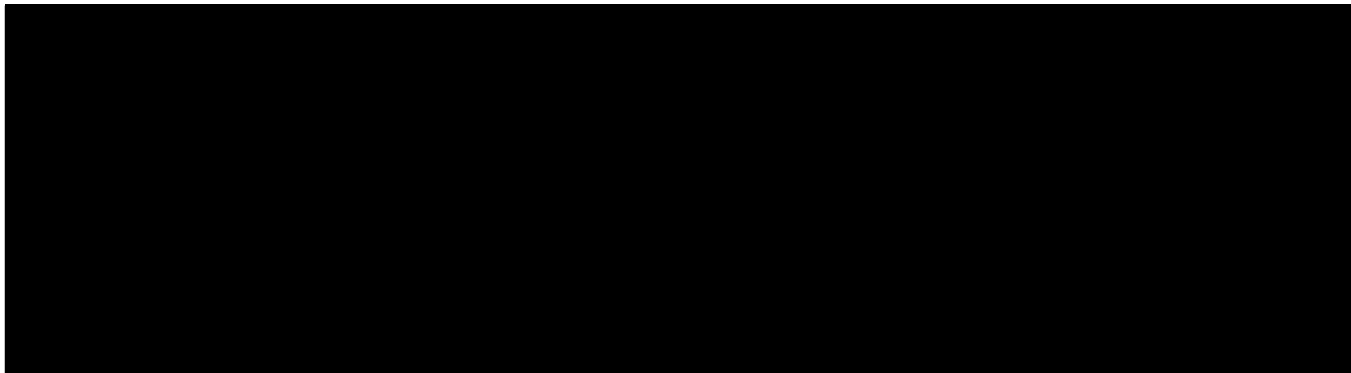
Kelly Jackson: Kelly has limited experience managing finances associated with an organization/business but has had to manage her teams when executive level decisions had driven changes i.e. to what bio-pharmaceutical needs to be produced next or at what pace.]

3. Applicant's Evidence of Suitability

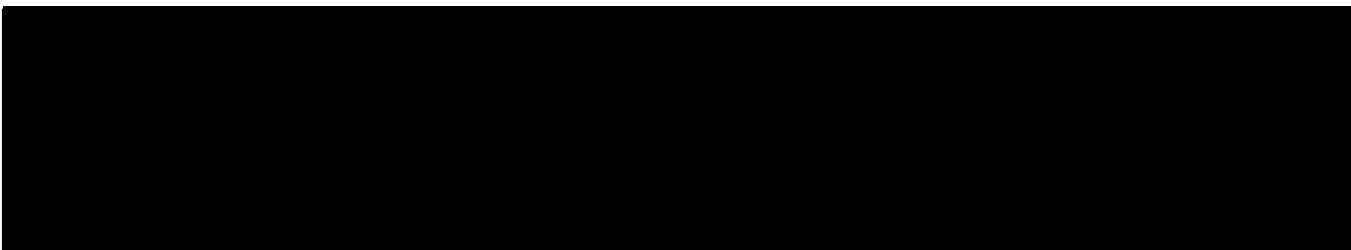
3.1 Indicate whether is/has been in compliance with all laws of the Commonwealth relating to taxes, child support, and workers' compensation with regard to any business in which the individual has been involved. In cases in which an Executive Management Team member is not in compliance with such a law, 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.

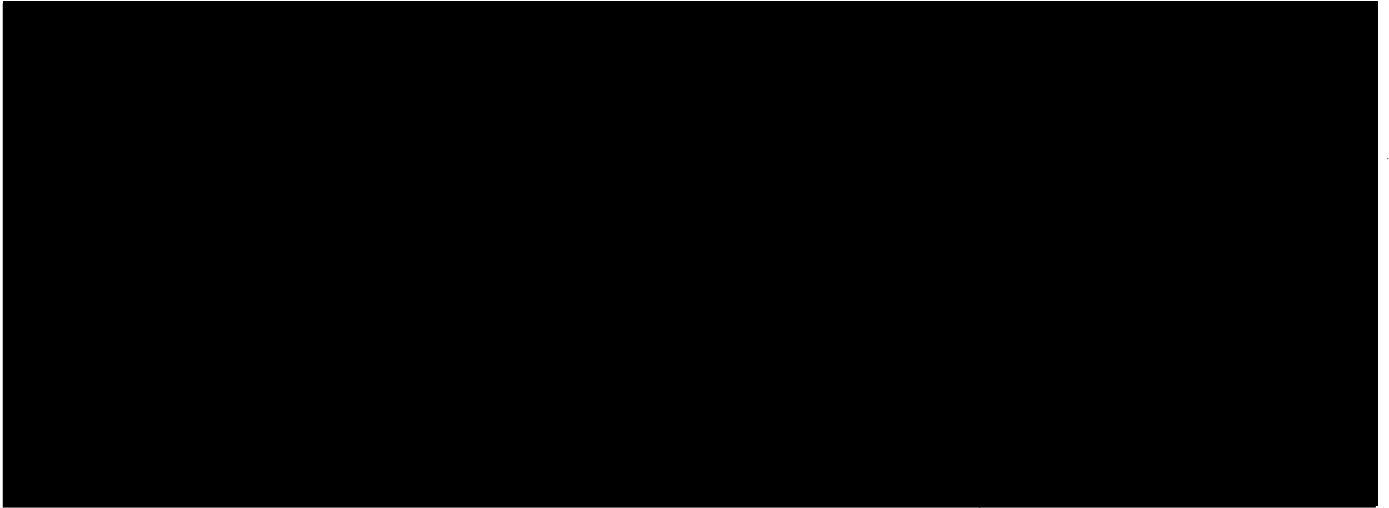


3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board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

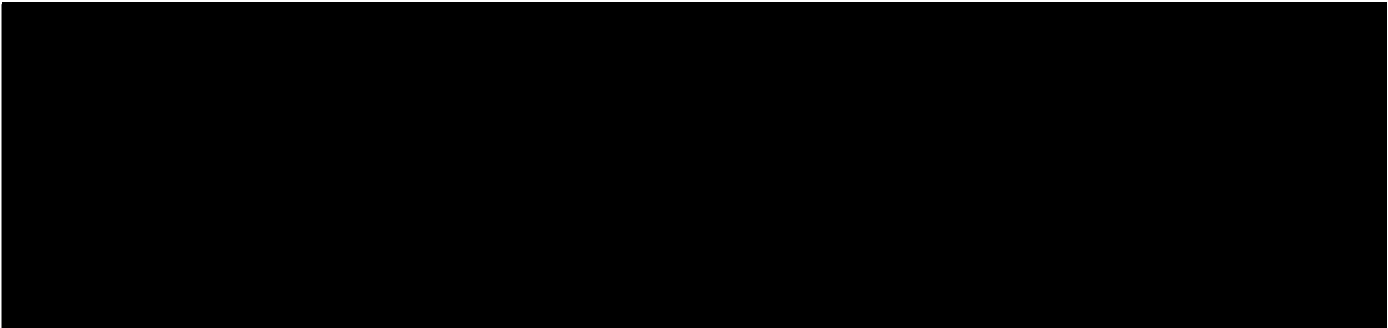




3.4 Indicate and describe whether any member of the **Executive Management Team or Board of Directors, including Board Officers**, has been the subject of any past discipline, or a pending disciplinary action or unresolved complaint, by the Commonwealth, or a like action or complaint by another state, 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.

[Planning and development costs include design and build drawings for the HPI dispensary and cultivation facility. We are working closely with Huth Architects, based in Newton, MA, to perform these tasks with a budget of \$20,000. We expect to incur approximately \$4,200 in fees and related expenses to secure the building, electrical plumbing and HVAC permits. We estimate DPH's architectural review fee will be \$3,736. Our executive management team, including a retired chief of police, is working through finalizing a security plan with design consultancy for this work estimated at \$4,000. We have also evaluated a rooftop solar panel installation with design fees of \$5,000.

The 18,000 square foot building will include the dispensary, cultivation, processing, offices, and the manufacture of infused products. The estimated total build-out cost of all interior space in the building, including painting and finishes, is \$380,000. This includes upgraded plumbing and electrical, adjusted fire suspension system, and improved handicap accessibility. Upgrades will also include beautification of the physical appearance of the property, with \$10,000 budgeted for that work. We are also planning to install rooftop solar panels to help offset electrical consumption from our operation. Our security system for the building includes video monitoring system and access control, and its cost has been estimated by a security consultant at \$38,000.

The HPI cultivation center has been professionally designed by Canna Advisors and utilizes approximately 15,000 square feet of space for cultivation, processing, and the manufacture of infused products. Our cultivation center will have a monitoring and automation system that can send alerts to center personnel and take automated corrective action based on alert conditions. This system will cost \$25,000 to implement. Our cultivation facility will also have approximately 1,000 square feet of space for reception, security, and a break/locker room, bookkeeping, and a conference room.

The cultivation equipment required for phase one includes lighting, irrigation, tables and related tools and supplies, totaling a cost of \$150,000. In addition, HVAC units for the dispensary and grow rooms will cost approximately \$60,000. Food preparation equipment and a CO2 extraction machine are estimated at \$50,000. Capital expenses for processing are estimated at \$22,000 and include harvesting, drying, curing, and packaging equipment and supplies.

Additional capital expenses for the building are \$33,000 and include furnishings for the reception area, safes, custom retail cabinets, and computer equipment.

In total, our budget for planning and development is \$36,936, build-out costs is \$452,800, and equipment costs is \$340,000, totaling initial capital expenses of \$829,736.]

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.

[The first year operating budget for HPI is for the period starting September 1, 2014 and ending August 31, 2015.

Working with 4Front Advisors, we have projected revenue for HPI using data from how other markets with similar approved medical conditions have developed. We expect the adoption of the program in Massachusetts to be strong, with the number of statewide registered patients growing to approximately 60,799 (0.91% of the population) by the end of our first year of operations (8/31/2015). To determine how many of these patients would be likely to access our dispensary, we analyzed distances, traffic patterns, potential for dispensaries in nearby cities, and other factors, to define a service area of a 25-minute drive time northeast and a 20-minute drive southwest of our location in Haverhill (excluding neighboring New Hampshire). Of the 286,823 people within this service area, we expect 2,624 to become patients by the end of our first year of operations. We expect that in our first month of serving patients, we will average 28 patients per day, increasing rapidly to 297 patients per day by the last month of our first year.

Using an initial average retail price of flowers of \$350 per ounce, prior to applying discounts from the Compassion Program, an average transaction value of \$75, and average consumption of 0.70 grams per patient per day, we estimate that we will have 62,494 patient visits in our first year of operations, resulting in \$4,237,029 of net sales. We expect gross revenue of \$4,661,138, with discounts for reduced price and free medicine through our Compassion Program totaling \$424,109, or 9.5% of medicine retail sales.

In year one of operations, we expect sales of non-flowers, such as edible marijuana infused products (MIPs), tinctures, and oils, to comprise 10-20% of sales. However, as the patient community becomes educated on the health benefits and availability of alternative methods of administering the medicine, we expect this category of sales to approach up to 50% of sales, as reported by operators in other legal markets who have seen this recent trend emerge over the last few years. We also plan to offer other supplies, such as vaporizers that facilitate the use of marijuana for medical purposes. We anticipate these kinds of items to comprise approximately 1.5% of sales.

We will maintain inventory levels of approximately 30 days on hand; if we exceed this level, we will sell excess inventory through the wholesale markets to the dispensaries in critical need of supply, in compliance with 725.105(B)(2)(c). In HPI's financial projections, we assume that a small wholesale market will exist, and we expect \$108,216, or 2.6% of net revenue, to be from wholesale sales of medicine in our first year of operations. We do not anticipate purchasing medicine on the wholesale market.

Payroll expenses are a significant share of our operating budget. Our year one operating budget starts the day HPI opens for business, so payroll expenses include a full year of salaries for both the cultivation and dispensary teams, with new employees added throughout the year to support the increase in patient volume. With the exception of production assistants (used after product is grown), we expect to hire our cultivation team immediately upon receiving approval from DPH. Our dispensary team will be hired closer to the opening of the dispensary, with the managers hired approximately 30 days prior to opening, and the associate-level positions hired a week prior to opening. To reduce the cash burn of HPI while the state's medical marijuana program develops, compensation for the Executive Management Team will be reduced in our first year.

We are taking a phased approach to cultivation and have designed our facility in a modular fashion so that we can add production capacity as demand increases. We have budgeted \$146,880 for additional cultivation equipment in our first year of operations.

ORIGINAL

In our first year of operations, we expect our cost to grow medicine will be \$1,170 per pound. Utilities for our cultivation operation, which we estimate at \$148,665 for our first year, will be offset partially by a rooftop solar installation. Other cost of goods sold (COGS) consist of:

- packaging (\$44,856),
- third-party quality testing (\$17,943),
- real estate taxes and insurance allocated to cultivation and processing space within the facility (\$77,000), and
- production costs, such as nutrients (\$49,713), that are not included elsewhere in the budget.

For the dispensary operation, the largest general and administrative expenses include:

- professional services (\$30,000),
- real estate taxes and insurance (\$15,400),
- security monitoring and services (\$36,000),
- sanitation and janitorial (\$17,500),
- transportation (\$21,000),
- utilities (\$11,688), and
- general liability insurance (\$37,380).

We expect advertising and marketing expenses to be roughly 2.0% of revenue during our first year of operations. In subsequent years, we expect these expenses to decline as a percentage of revenue as sales grow. Any advertising will comply with the requirements of 725.105(L) and serve to educate the local community on legal access for qualified patients.

We will contribute to charitable activities that support the local community and patient advocacy groups. In our initial year of operations, we have budgeted \$56,000, or 1.3% of revenues for these contributions.

In our projections, we have accounted for potential federal income tax payments in accordance with IRS Code Section 280E, and we will carefully monitor any changes in the IRS's application of this Code Section to medical marijuana dispensaries.]

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.

[The HPI business plan relies on a number of strategic planning assumptions that underlie our overall approach and financial projections. For our business plan, we make the assumptions that the Massachusetts medical marijuana program will be Massachusetts' only state-legal form of marijuana distribution, that qualifying conditions will remain the same, and that the federal stance on medical marijuana will remain unchanged. We also assume that the medical marijuana market in the Massachusetts will develop rapidly in its first two years, similar to the growth that Colorado experienced in 2009 and 2010.

To estimate the patient need and potential use of our dispensary, we have worked with the consulting firm 4Front Advisors to exhaustively analyze the regulatory environment and demographic information within MA as well as precedents in comparable markets. We project the number of registered patients in the state

to approach 2.0% percent of the population within the first five years of RMDs being operational, with 60,799 (0.91%) patients by the end of our first year of operations (8/31/2015), 90,656 (1.36%) by the end of year two, and 110,185 (1.66%) by the end of year three.

We have also worked with 4Front Advisors to define our potential service area from which we can analyze population and demographic information to create our revenue projections. We have defined our likely service area of a 25-minute drive time northeast and a 20-minute drive southwest of our location (excluding neighboring New Hampshire); we will revisit this assumption once DPH awards Certificates of Registration. With 286,823 people living within this radius, we expect the number of patients using our dispensary to be 2,624 by the end of our first year of operations, 3,912 patients by the end of our second year, and 4,755 by the end of our third year.

To determine our revenue projections, we have assumed an average transaction value of \$75 and an average price of medicine of \$350 per ounce in our first month, before applying discounts from our Compassion Program, which we expect will reduce gross retail sales of medicine by approximately 9.5% per year. Our pricing will be intentionally set at or above the midpoint of the scale locally to discourage diversion and because of the higher quality of medicine that we will produce. To be conservative, we project a 7% annual decline in price for the first four years of operations to account for cost savings from experience and economies of scale that we can pass through to our patients; however, we will actively monitor our pricing to discourage diversion.

Our net revenue projections for the first three years of operations, starting from the first day HPI opens for business, are \$4,237,029, \$8,917,888, and \$10,685,919, respectively. This 110% revenue growth rate from year one to year two reflects our assumption that the medical marijuana program will be well received by patients within our service area. In our third year, we expect year-over-year revenue growth to be approximately 20%.

We are well prepared to handle this growth with a strong executive management team as well as partnerships with leading industry consultants. We anticipate that our FTE in staffing will grow from an average of 29 during our first year of operations to 54 in our second year and 62 in our third year. A strong foundation in training is important for building a highly effective organization, and therefore, we have adopted an operations reference set to guide virtually every aspect of daily operations for each department. These documents are the most comprehensive set of training and operational procedures in the dispensary industry, developed over the course of four years by Harborside Health Center, CannBe, and 4Front Advisors. Featuring more than 45 distinct documents totaling more than 1,200 pages of detailed information, the operations reference set provides a strong foundation for training, and addresses topics including purchasing, processing and storage, information technology, dispensing procedures, bookkeeping and banking, security, and emergency procedures.

In addition to our comprehensive approach to onboarding and managing our staff, we have prepared a phased approach to cultivation in order to meet the increase in demand from our growing patient base, maintain high capacity utilization of our equipment, and optimize cash flow. Our cultivation facility build-out is designed with a modular approach, allowing grow equipment to be added as needed to meet demand. We are targeting 30 days of inventory on hand, and therefore our projected inventory at the end of our first three fiscal years is 69 pounds, 96 pounds, and 105 pounds. We project utilization of our existing space to be 57%, 84%, and 92% for the first three years of operations. Our financial projections are shown in Exhibit 4.5 using generally accepted accounting principles (GAAP) and therefore do not include these capital expenditures and leasehold improvements; these line items are shown in our first year in Exhibit 4.4.

Our cost of goods sold (COGS) primarily consists of salaries and benefits of our cultivation team, rent expense, nutrients, and utilities. After conducting a bottom-up analysis of our staffing and resource requirements, we expect that our total production costs per pound will be approximately \$1,200, decreasing

over time as we leverage our fixed assets, learnings, and economies of scale. We project our cultivation teams' salaries and benefits to be \$675,457, \$1,486,834, and \$1,790,971 in our first three years, respectively, and other production costs to be \$528,775, \$943,759, and \$1,088,990. In our projections, COGS is approximately 30% of revenue each year.

We assume that a small wholesale market will exist to serve dispensaries in critical need of supply, in compliance with 725.105(B)(2)(c). We project wholesale sales of medicine to be 2.6%, 0.6%, and 0.6% of revenue in our first three years, respectively. We do not anticipate purchasing medicine on the wholesale market.

Our dispensary-related expenses largely consist of salaries and benefits, representing 23.5% of revenue in our first year of operations, 24.1% in our second year, and 25.0% in our third year. We estimate other general and administrative expenses will be 11-13% of revenue each year. The largest expenses within this category are legal and accounting services, rent, security monitoring and services, consulting fees, sanitation and janitorial, utilities, printing and reproduction, insurance, and transportation expenses. Some of these costs, such as sanitation and janitorial, will remain relatively constant as our organization grows; other expenses, such as insurance, will grow more in line with revenue.

Advertising and marketing expenses will not represent a significant percentage of our revenue (1-3%), as we will largely rely on word of mouth to attract patients and build awareness. Any advertising will comply with the requirements of 725.105(L) and serve to educate the local community on legal access for qualified patients. True to our focus on patient health and safety, our approach to sales will be consultative and attentive to the patient's needs. In our training, we will emphasize product knowledge to ensure that patients are provided with accurate and useful information. We will provide ongoing staff training to ensure that employees are properly prepared to provide excellent service and do so with expediency.

We will be a patient-focused organization whose mission is to help our patients heal and achieve the highest possible quality of life. Therefore, we plan to partner with local wellness and healing providers for services that will be available off-site through non-HPI affiliated programs.

In addition, we will contribute to charitable activities that support the local community or advocate for patient access. As our operation becomes cash-flow positive, we will provide additional support, as a percentage of revenue, to these types of non-profit organizations, with expected expenses in this category of 1.3% of revenue in our first year, 3.0% in our second year, and 4.0% in our third year.

In our financial projections, we have taken a conservative approach in assuming compliance with IRS Code Section 280E. This interpretation of the IRS Code is being actively reconsidered, and we will monitor changes in the IRS's treatment of medical marijuana dispensaries. In our projections, we have assumed that a portion of our gross surplus will be nondeductible, resulting in our reserve for income taxes being approximately 15% of net revenue each year.]

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).

[HPI will pursue general liability and product liability insurance coverage from Lloyd's of London, in compliance with 735.105(Q). Specifically, the quoted policy includes: general liability insurance for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, with a liability policy deductible of \$0 per occurrence and a property policy deductible of \$2,500 per occurrence.

HPI will meet the strict underwriting criteria required for the policy. Our analysis indicates that many of these criteria mirror, and in some cases exceed, the Department's security requirements. For example, the insurer requires security measures to deter and prevent unauthorized entrance into areas containing marijuana, as well as the use of a highly-rated, permanent safe for the product storage. Insurers also offer credits to dispensaries that test 100% of their product, defined as at least one flower from every crop of each strain being harvested, with the results certified by an independent testing laboratory. The general and product liability coverage HPI will obtain, upon being awarded a certificate of registration, will meet or exceed DPH requirements.

HPI will make reports demonstrating its compliance with the requirements of 105 CMR 725.105(Q) available in the form and manner requested by the Department.]

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 for the proposed Healthy Pharms, Inc. dispensary site is 114 Hale Street, Haverhill, MA 01830.]

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 for the proposed Healthy Pharms, Inc. cultivation site is 114 Hale Street, Haverhill, MA 01830.]

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 for the proposed Healthy Pharms, Inc. cultivation site 114 Hale Street, Haverhill, MA 01830.]

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.

[HPI has made considerable efforts to obtain assurances of support or non-opposition from local Haverhill officials for the proposed RMD. Due to the timing of securing our RMD location; we are currently discussing the letters of support or non-opposition with several members of the Haverhill governing board. Please see the attached exhibit.

In addition, HPI has held meetings with the following officials to discuss the proposed RMD location: Sven A. Amirian, President of the Haverhill Business Association; William Pillsbury Jr., Director of the City of Haverhill Economic Development and Planning; Dennis DiZoglio, Executive Director of the Merrimac Valley Planning Commission; and Joseph J. Costanzo, Administrator at the Merrimac Valley Regional Transit Authority

HPI representatives had an informal meeting with Sven Amirian, President of the Greater Haverhill Chamber of Commerce on the feasibility and local acceptance of an RMD facility within the Haverhill city limits. The outcome of this meeting was that the Greater Haverhill Chamber of Commerce is supporting any and all legally sanctioned businesses.

William Pillsbury Jr., Director of the City of Haverhill Economic Development and Planning was happy to meet with HPI representatives on several occasions. HPI discussed the possible development on an RMD within the Haverhill city limits and the best possible locations for these activities. Discussed zoning compliance and how nearby towns had implemented similar regulations.

We were able to meet with Executive Director, Dennis DiZoglio, of the Merrimac Valley Planning and Commission to discuss our plans and found him open to our proposal and he invited his assistance wherever possible.

Joseph J. Costanzo, Administrator of Merrimac Valley Regional Transit Authority, met with us to help us understand the to-be-built bus station hub, within three blocks of our proposed site, which will feed and provide transportation for 14 surrounding communities.]

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.

[HPI has taken every step to ensure that the proposed RMD location is compliant with local codes, ordinance, zoning, and bylaws, as well as state requirements for the physical address of the proposed RMD dispensing, cultivation, and processing site.

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.

The proposed RMD is located at 114 Hale Street in the city of Haverhill and will be used solely for dispensary. The 18,000 S.F. RMD is located more than 500 feet from a school, daycare center, or any facility in which children commonly congregate, as required by state law. On November 19, 2013, the City Council reviewed the proposed zoning overlay of Hale St. for medical marijuana dispensaries but due to the complexity of the documents, the holidays and a significant turn over of council positions they will re-examine this issue of zoning and the special permitting process on February 25th, 2014. In the interim duration HPI will attempt educational community outreach in order to obtain further support for our RMD. Thus far the mayor's working group has issued a proposed zoning overlay, which our proposed RMD site falls within. The mayor's working group has also issued a proposed special permit application process, that we are eager to comply with. Additionally at the November 19, 2013 City Council meeting, the consensus of the councilors was to support implementation of an RMD in Haverhill.

In August of 2013, they City Council passed a temporary moratorium on RMDs in order to develop appropriate zoning regulations. Since then, the city of Haverhill has been working to craft passed zoning regulations that will allow for medical marijuana uses in the Hale Street Industrial General (IG) and Ward Hill Business Park zones. HPI anticipates a zoning ordinance regulating medical marijuana uses to be passed on February 25th, 2013.

The proposed location complies with the city's zoning requirements, as it is located in the Hale Street IG zone. A special permit including a detailed certified site plan must be approved by the City Counsel must be obtained in order to operate a RMD in the city of Haverhill. HPI has already begun the process of obtaining the special permit and will continue to work with the appropriate local officials to provide all required documentation.

HPI has worked exhaustively with local Haverhill officials to gain support for the proposed RMD. Specifically, HPI has obtained local support for the dispensary location from William Pillsbury Jr, Board of Health.

In addition, HPI has held meetings with the following officials to discuss the proposed RMD location: Sven A. Amirian, President of the Greater Haverhill Chamber of Commerce; William Pillsbury Jr., Director of the City of Haverhill Economic Development and Planning; Dennis DiZoglio, Executive Director of the Merrimac Valley Planning Commission; and Joseph J. Costanzo, Administrator at the Merrimac Valley Regional Transit Authority.

HPI will ensure that all required permits, licenses, and/or registrations are obtained prior to construction and will maintain continuous communication with Haverhill officials to ensure the RMD facility is in complete compliance with all required laws.]

- 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.

[HPI is dedicated to the mission of treating every person with dignity and respect in a safe, welcoming and professional environment. HPI is committed to engaging the community in a number of ways, which will foster an ongoing and positive relationship for many years to come.

HPI will participate in and look for ways to sponsor local events to enhance the relationship between the community and the RMD. HPI will look for opportunities for health-based sponsorships. In addition to sponsored events, HPI will participate in non-paid community events.

HPI will develop systems and surveys both written and online that allow continual engagement with the patients and other stakeholders in the community. This will ensure that HPI can adapt to the needs of the patients and the community it serves while at the same time enhancing services.

HPI will work with the local Chamber of Commerce to engage the business community and will also work to hire local residents as employees of the RMD wherever possible. HPI will appoint a local person (either a board member or an RMD employee) to serve as a community liaison.

Patient satisfaction will be one good way to help ensure good community relations. We will do market research to measure patient satisfaction analyze the information so we may best understand how we can improve our services. Word of mouth will travel quickly throughout the community that the RMD is a well-run professional operation, one that balances the needs of its community and patients and goes above and beyond all local and state safety regulations.

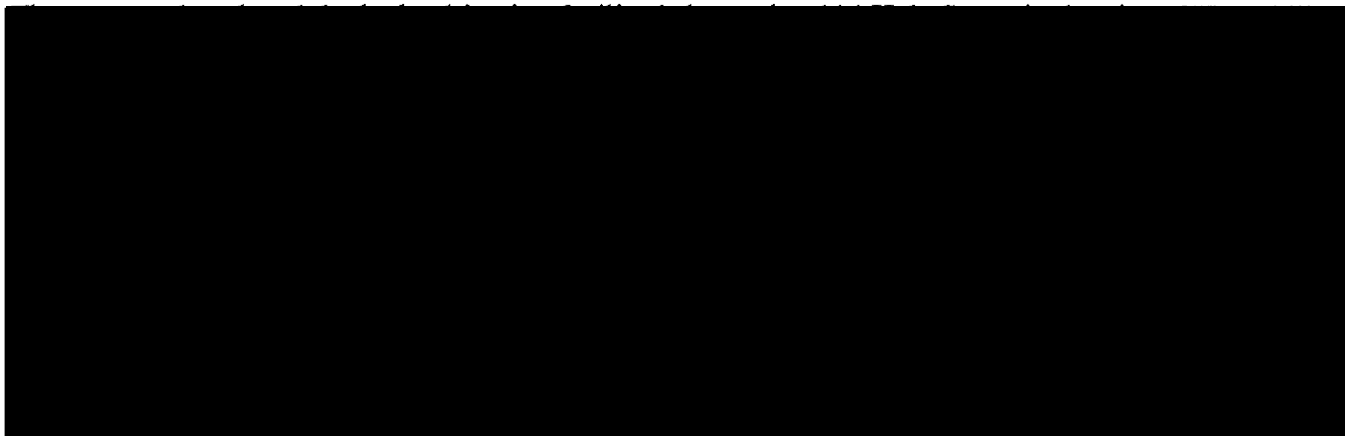
In addition to providing high quality medicine, HPI will develop a library of medical marijuana books for loan for patients and will present seminars and presentations on the use and misuse of medical marijuana. HPI will provide the most up-to-date and informative educational materials so community stakeholders and patients can fully understand the risks and benefits of medical marijuana that pertain to their particular symptoms and conditions.

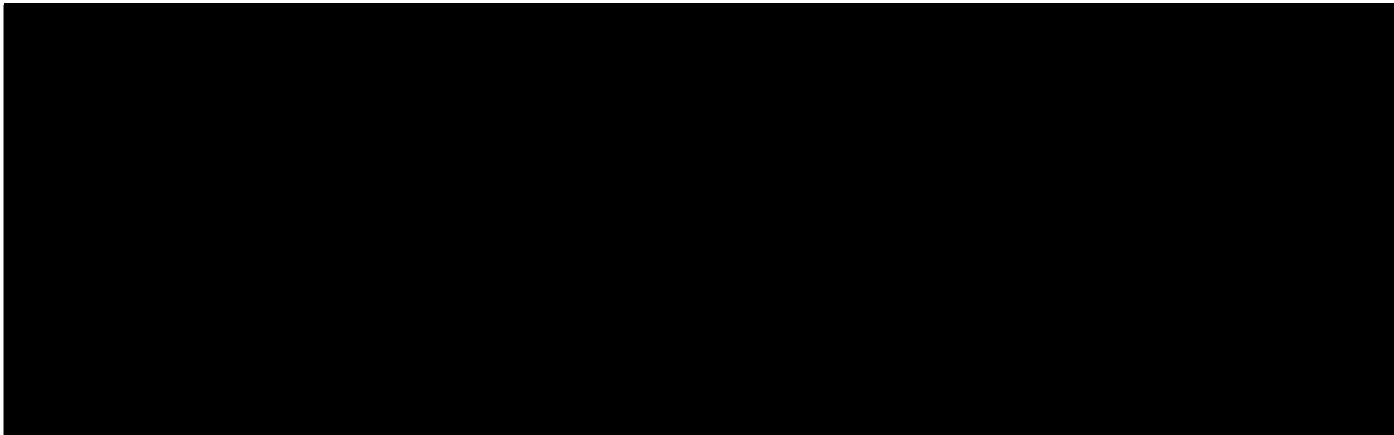
There are still significant biases against medical marijuana. HPI will work to change negative perceptions in the community by being completely transparent and running a world-class dispensary with a professional operation and staff. Another way HPI will help change negative perceptions of medical marijuana is to work with many patient advocacy and education groups such as Americans for Safe Access, Students for Sensible Drug Policy, Marijuana Policy Project, and the National Organization for the Reform of Marijuana Laws.

HPI will work with a public relations consultant to get information to the community and patients through media, both traditional and social. HPI will also develop a user-friendly website for patients that also contains information for the community. HPI will develop a Facebook page for patients to share their stories if they choose to do so. HPI will develop a newsletter to keep the community apprised of events and important RMD information.]

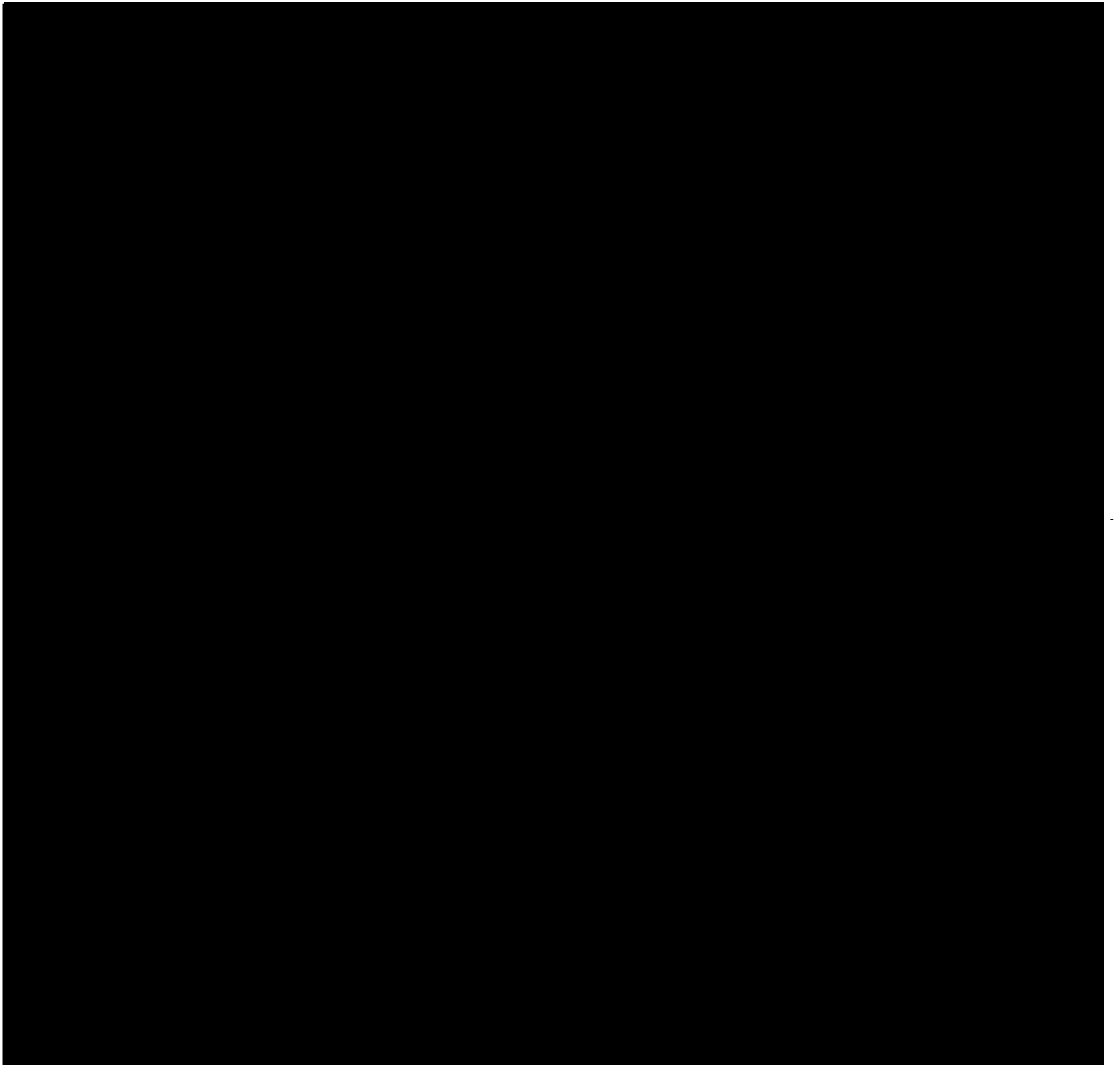
- 5.8 Provide a description of the proposed enclosed, locked facility that would be used for the cultivation and/or processing of marijuana, including steps to ensure that marijuana production is not visible from the street or other public areas. Note that the security plan will be reviewed as a component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

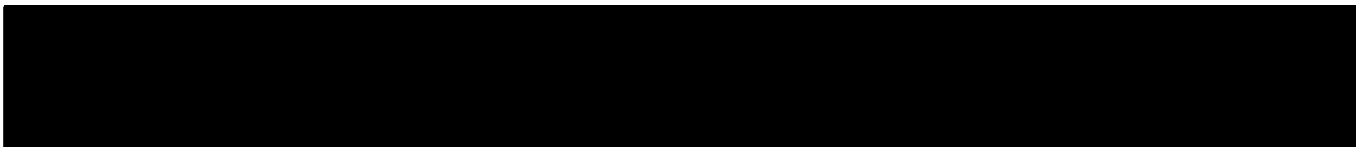
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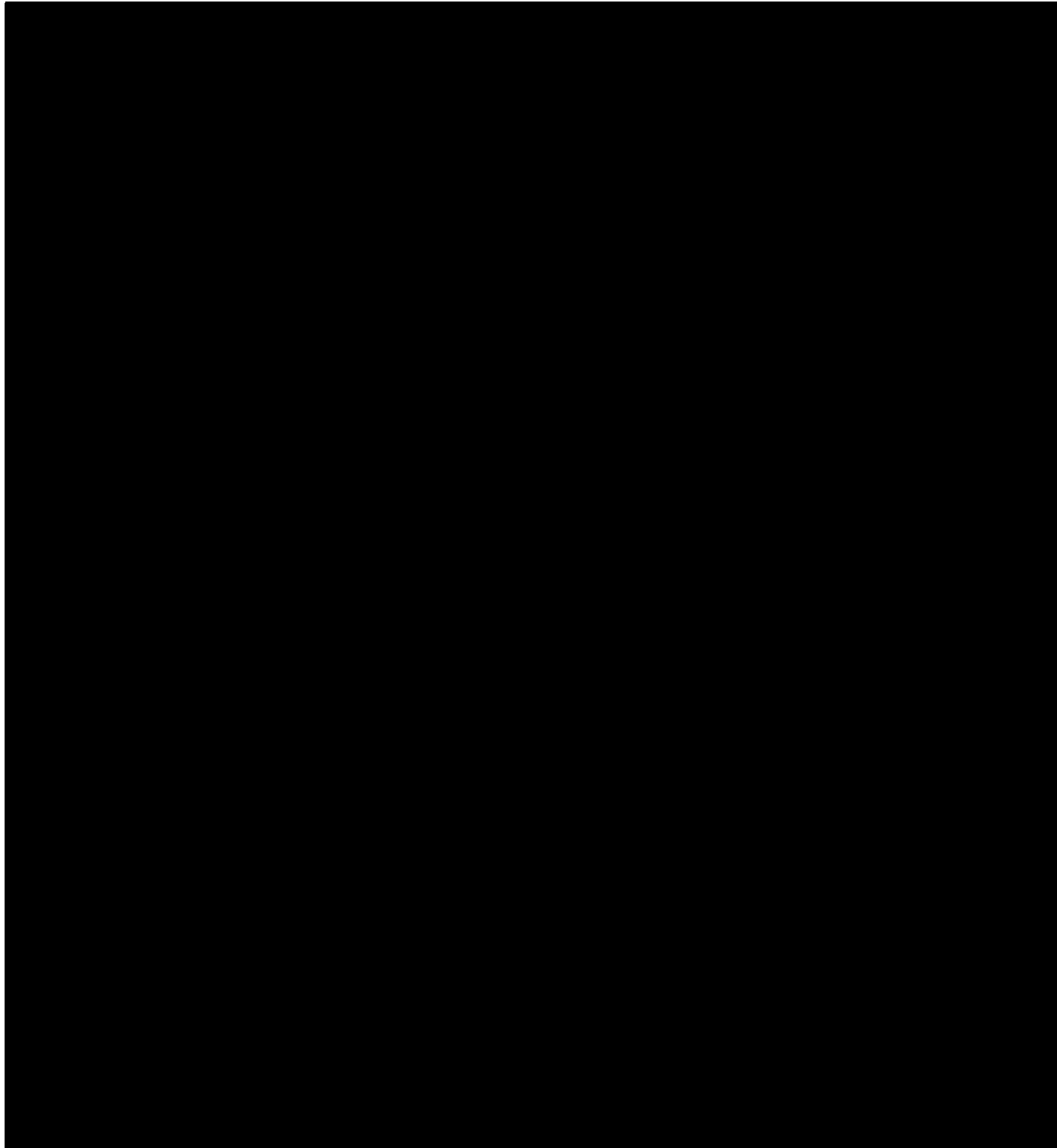


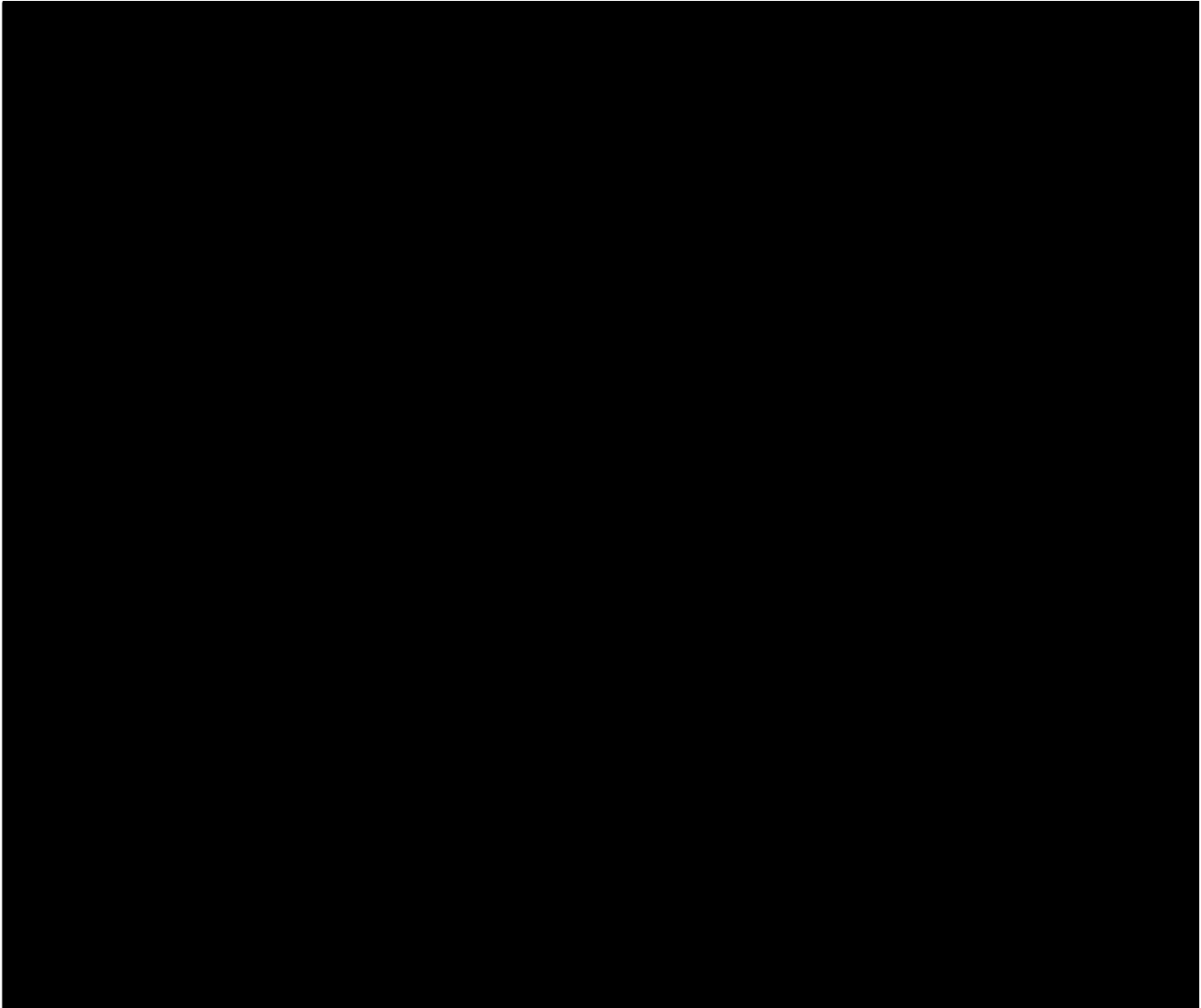
Security and Visibility:





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.

[HPI's staffing plan is based on best practices within the medical marijuana, health care, and customer service industries. Below is a brief description of each position in our expected org chart, with FTE and reporting (full job descriptions available during the provisional inspection process).

Diversity: DPH has indicated that applications from MA residents, women, minorities, and veterans are preferentially considered. HPI holds those same values as we feel it best meets the needs of our patient population. To this end, our 8-member EMT is 50% female and 100% MA residents.

BOD – All BOD members report to the BOD (FTE: 1).

President – preside at all meetings of directors, except as otherwise determined; other duties and powers defined by directors

Treasurer – chief accounting officer of corporation in charge of its financial affairs, funds, securities and valuable papers; prepare/oversee all filings required by MA, IRS, and other federal/state agencies

Clerk – record/maintain records of all BOD proceedings, the original AOO and Bylaws, names/addresses of all directors; maintain custody of the seal of the corporation

Directors – select, support, evaluate the ED; ensure organization's mission and purpose are carried out; enhance organization's public image; assess its own performance as a board

EMT – EMT members report to the Executive Director (ED) and the ED reports directly to the Board. (FTE included in parentheses below).

ED (1) - serve as chief executive officer of the corporation subject to the control of the BOD

CFO (.25) – manage all financial tasks for organization; financial accounting and reporting; payroll preparation and administration; budget preparation; project management accounting; risk management

Director of Operations (.50) – oversee all facets of day-to-day cultivation and dispensary operations; supervise GMs; ensure full compliance with CMR 725.000

Non Profit Compliance Specialist (.10) – ensure compliance with all non-profit corporation requirements; ensure donations are made appropriately toward appropriate causes

Medical Operations Specialist (.10) – provide strategic guidance, oversight, and quality assurance relating to medical compliance, patient education/care, and medical/scientific research

HR Manager (.50) – supervise and advise management on strategic staffing plans, compensation, benefits, training and development, budget, and labor relations

Security Director (.25) – establish, manage, and audit the systems, equipment, and protocols required to ensure security of RMD and the safety of staff/visitors/patients and assets; oversee staffing of RMD Security personnel

Dispensary GM (1) – oversee day-to-day operations of dispensary; supervise managers; ensure proper staffing levels; manage strategies/tasks related to facilities, accounting, sales, marketing, PR; ensure compliance with state/local laws and regulations; manage P&L

RMD MANAGEMENT – The RMD consists of 4 core departments: Inventory, Security, Patient Services, and Production (growing, harvesting, curing, MIP production). Department managers (FTE: 1) report directly to the Dispensary GM.

Inventory Manager – oversees RMD Inventory department; inventory and cash control; procurement of medicine; packaging, storage, labeling, tracking and reporting of all medicine and cash; securely and accurately receive incoming product; enforce quality control standards, ensuring that unacceptable quality medicine is never provided to patients

Security Manager – ensure safety and security of RMD including systems, equipment, protocols, personnel, staff and visitors, audits, and policy management; ensure full compliance with security-related laws and regulations; work with Security Director, outside security vendors and law enforcement

Patient Services Manager – oversee Patient Services department and staff; ensure strict compliance with regulations regarding patient registration, dispensary access, patient education, sales, and so forth; ensure exceptional patient experience and transaction accuracy, tracking, and reporting

Production Manager – oversee and manage day-to-day activities in Production department including trim room, curing, concentrates, and commercial kitchen; oversee all aspects of the cultivation process; fulfill role of senior cultivator in the RMD

RMD ASSOCIATES – All RMD associate level positions report directly to their respective department manager with a FTE of 1. Inventory is the only department that does not have associate level positions.

Security Associate – work throughout the RMD to implement security policies and procedures, greet patients upon entrance, verify and check in patients

Patient Associates – (Dispensary)- conduct new patient orientation/registration; provide outstanding patient service by providing medicine, product knowledge, and absolute accuracy in the sales process; ensure medicine is sold only to authorized patients per their DPH ID card, photo ID and DPH web-based system; report transaction data; educate patients about forms of medicine and methods of administering medicine

Production Associates (PA) (Cultivation) – work as a trimmer and in concentrates production; work as kitchen assistant, producing baked goods and other edibles infused with medical marijuana; hands-on position for day-to-day indoor cultivation of medical marijuana; track daily treatments of nutrients, pesticides and herbicide; help with packaging room operations; inspect medical marijuana products per state and local laws]

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.

[HPI has developed a comprehensive staffing plan based on best practices within the medical marijuana, health care, and customer service industries. With the aid of HR legal counsel, we have developed customized tools and processes to ensure effective interviewing, screening, hiring, human resource file management and confidentiality, completion of new hire paperwork, and orientation training.

With access to these on-the-job tools, such as detailed interviewing/hiring checklists and new-hire paperwork checklists, managers are able to know exactly what needs to be done, when it needs to be done, and who needs to do it.

HPI is fully aware that we must apply for a dispensary agent registration for any and all board members, directors, employees, executives, managers, and volunteers who are associated with the RMD. For operational efficiency and to ensure absolute compliance, we will be designating one management-level individual at our facility to be responsible for preparing and submitting all dispensary agent applications for that facility's staff and managing that process as a whole.

Part of the dispensary agent application process requires submitting a CORI report for that individual to DPH, obtained within 30 calendar days prior to submission. Those CORI reports can be retrieved via the iCORI system, an online criminal history request service through DCJIS, by the individual within the organization who set up the iCORI account. HPI's ED, Nathaniel Averill is the individual who registered with DCJIS on behalf of HPI as an organization user of iCORI and activated the account. We have included the DCJIS account details page showing an "Active" status as proof of account activation.

When a CORI report is needed for a dispensary agent candidate, the designated manager will gather all information needed to request the CORI report and send a request to the ED to pull the report. The ED will send the report back to the manager who will proceed with completing and submitting the dispensary agent application with CORI report included. The designated individual who will complete dispensary agent applications will be well-versed in all relevant regulations as defined in 105 CMR 725.000, particularly 105 CMR 725.030.

For each position, we're looking for candidates with health-related educational/professional backgrounds, spotless criminal records, experience in restricted access retail venues (dispensary) or manufacturing facilities (cultivation), interest in and aptitude for cultivation, agriculture education/professional backgrounds, and/or interest and aptitude for the healing arts.

HPI's job descriptions provide a detailed list of qualifications as well as required and preferred skills and experience for every position within the organization. There are a few requirements that apply to any and all potential dispensary agents. They are:

- 1) All dispensary agents are required to be at least 21 years old;
- 2) No dispensary agent can have been convicted of a felony drug offense in the Commonwealth, or a like violation of the laws of another state, the United States or a military, territorial, or Indian tribal authority; and,
- 3) All candidates must qualify for a dispensary agent registry ID card issued by the MA DPH.

The above qualifications are included in every position's job description. In addition, here is a sampling of the qualifications required for other various positions, given the character count limitations for this question.

RMD Management positions:

- Bachelor's degree in Business or related experience
- 5-10 years experience in management positions; 5+ in customer service
- 2+ years experience performing similar skill set inside or outside the MMJ industry
- Advanced math/computer skills
- GM ONLY: 3 year min P & L responsibility
- SECURITY ONLY: 3-5+ years prior supervisory experience in security, law enforcement or related field; formal training in non-violent communication
- Production Manager ONLY (in addition to above): Bachelors of Horticulture Studies (at a minimum; Masters Degree preferred; will consider combination of Certificate programs and experience); 3 years min. in horticulture field; experience in cloning and seed germination; GMP documentation experience preferred

Patient Associate positions:

- 1+ year prior experience in retail sales or similar environment

- Excellent communication and customer service skills
- Knowledge of medical marijuana strains and applications
- High School grad/GED
- Basic computer operating skills and math skills
- Prefer prior experience working within the medical marijuana industry and/or experience working with medical patients

Production Associate positions:

- Able to work with minimal supervision
- High School grad/GED
- 3+ years experience marijuana processing; able to work with minimal supervision; ability to lift 40+ pounds regularly; ability to work in confined space manual dexterity with ability to perform repeated actions for extended periods, an ability to follow and accurately complete documentation of activities
- Associate Degree in Plant and Soil Science, or equivalent is preferred, but not required; able to understand and follow instructions; read and understand pesticide-warning labels and mix and apply them in accordance with legal standards in a safe manner

Executive Management Team

Current members of the EMT have been carefully selected based on their knowledge, skills, level of education, and professional experience in specific areas of the business as well as a proven track record for success in their respective field.

Board of Directors

We believe board members must have a willingness to prepare for and attend Board meetings, ask questions, take responsibility and follow through on assignments, and contribute personal and financial resources according to circumstances. In forming our current Board, we have looked for candidates with the ability to listen, analyze, think creatively, and work well individually and in a group.]

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.

[HPI has a highly developed and documented set of best practices and policies to ensure employees have clarity as to what is expected of them and what they can expect from us. We believe it is important to set clear expectations to ensure consistency and compliance and to minimize employee frustration that can result from misunderstandings.

Outside Counsel: HPI will retain counsel specializing in employment law to define and evaluate relevant policies and procedures to ensure full compliance. They will also assist the HR department and department managers with any issues and questions.

Written Policies: Critical company information can be found in a detailed Employee Handbook (EHB), which helps guide employee behavior and their relationships with the dispensary and identifies applicable local, state, and federal laws. Every employee will receive an EHB (available for review during the provisional inspection process).

HPI's written policies as set forth in the EHB will include but not be limited to, our policy of being an alcohol, smoke, and drug-free workplace, our policy for immediate dismissal for dispensary agents who divert marijuana or engage in unsafe practices, our policy for reporting the above infractions to law enforcement and/or DPH, the Family Medical Leave Act, **COBRA**, EEO, Non-Discrimination, Anti-Harassment, **Employee Retirement Income Security Act (ERISA)**, disabilities, maintenance of personnel files, privacy, e-mail policy, 105 CMR 725.000, holidays, business and working hours, sick time, personal time, overtime, employment categories, performance reviews, disciplinary procedures, bonuses, veteran preferences, military leave of absences, bereavement leave, jury duty, CORI checks, HIPPA, patient confidentiality, all personnel policies, and compliance hotline [G.L. c. § 52C].

Sensitive policies and information, such as specific pay rates, will be securely maintained by the General Manager or HR Manager.

Size of Workforce: Due to the fact that HPI is being created, it is unclear at this time what the exact composition of its workforce will be. Accordingly, the following information assumes a workforce of 50 or more employees in order to address all applicable state and federal laws and regulations. This assumption was made so that provisions for compliance with all applicable employment laws and regulations are considered.

Wages: At the RMD unit level, management employees (GMs and department heads) will range from \$50k-90k/year on average per FTE for the first year, with the general average being \$55-\$65k/year. Assistant managers will range from \$40k-50k/year per FTE (\$20 to 25 per hour) and associate level employees will range from \$15-20/hour, and/or \$30k-40k/year per FTE, exclusive of overtime and holiday pay.

EMT members are taking reduced or deferred compensation in the first year as a key step to getting to cash flow positive as quickly as possible. EMT salaries will typically be \$50-\$90k per FTE in the first year and in some cases less. In the second and third year (more normalized), the range will be \$75k-180k/year per FTE (some EMT members are 10%, 25%, or 50% FTE initially).

Benefits: All employees will receive medical coverage through Tufts Health Plan, Harvard Pilgrim, Fallon Community Health Plan, Blue Cross Blue Shield or an equivalent provider. HPI will also provide dental through Delta Dental, or a similar dental insurance provider. There may be co-pays during the first two years of operation; after which time it is anticipated that HPI will eliminate the co-pay. After the second year of operations, HPI will put in place a retirement program consisting of a 401(k) savings plan available to all regular employees who have completed six months of employment [29 U.S.C. § 1001].

HPI will maintain worker's compensation insurance for all employees.

Training: Training programs will be administrated both on-site and off-site and through the HR department. All employees will be required to complete orientation training including but not limited to sexual harassment, discrimination, disabilities, drug/alcohol abuse, company security policies, safety policies, employment rights and laws, Massachusetts Small Necessity Act, workplace violence, client/patient confidentiality, and HIPPA.

HPI will also have extensive operations and compliance training specific to 105 CMR 725.000 including but not limited to department operating procedures; patient confidentiality; inventory control; dispensing of marijuana to qualified patients; prohibition from acquiring marijuana from third parties for resale;

prohibitions against free samples; proper handling of orders; proper maintenance of premises; prohibition from consumption on premises; security processes and procedures; and incident reporting.

Advancement: The organization will be structured relatively flat, with promotional opportunities within each department. Participation in training will be critical for any promotions and pay increases. Performance evaluations, conducted bi-annually on an employee's anniversary date, will also play a key role in determining promotions and adjustments in compensation.

Postings: HPI will comply with both Massachusetts and Federal requirements for workplace postings in accordance with M.G.L.c. 151 § 16; M.G.L.c. 151B § 7; M.G.L.c. 149 § 105D; M.G.L.c. 151B § 3Ac; M.G.L.c. 151A § 62A; M.G.L.c. 152 § 22; M.G.L.c. 111F § 22; M.G.L.c. 111F § 11; M.G.L.c. 270 § 22; FMLA section 109 (29 U.S.C. § 2619); *Fair Labor Standards Act (FLSA)*; *OSH Act* of 1970; Equal Employment Opportunity Act; and *Employee Polygraph Protection Act (EPPA)*.

Investigations: HPI has developed policies and procedures to investigate any complaints or concerns identified or raised internally or externally, ensuring compliance with 105 CMR 725.000.]

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.

[Qualified dispensary agent candidates are hired on a three-month probationary status. During this period, they will participate in a rigorous training process, and be evaluated for suitability in a restricted-access medical environment.

HPI has a comprehensive training curriculum that instructs department managers how to train staff members, and ensure comprehension and performance levels by using a Final Performance Test for each employee. The Final Performance Tests are comprised of demonstrable and measurable skills and knowledge required to perform basic job functions as identified in job descriptions. All employees will be required to pass a Final Performance Test before being moved out of their probationary employment period.

The overall training curriculum is comprised of Leader's Guides, which provide scripts for teaching all of the policies and procedures contained in the Operations Manuals and Trainee Workbooks that serve as a resource for each new hire during his or her training period. The training tools reference our Operations Manuals and operational supplements so that all employees are consistently and properly trained. These training references to official operational content reinforce employees' understanding that all policies and procedures are found in the Operations Manuals and operational supplements should they ever have questions.

The training curriculum also provides Quizzes and Daily Recaps to ensure the retention of detailed learning and performance objectives throughout the training process. All training is documented and filed in each employee's human resource file securely located in the GM's office.

All employees go through Orientation Training, Safety Training, and Medical Training, irrespective of department. Upon completion of those modules, employees then complete their respective departmental

training programs that cover all of the policies, procedures, knowledge, and skills required to operate effectively and in full compliance within the respective departments.

HPI's Orientation training module will generally be conducted by the GM. The following is covered during Orientation:

- Welcoming of the new hire
- Completion of paperwork and administrative tasks such as assigning POS logins, email addresses, etc.
- Review of the Patient Handbook
- Review of the Employee Handbook, detailed instruction, and quiz
- Review of the Safety Handbook
- Legal training, including all state and federal laws relating to marijuana and medical marijuana, legal obligations of licensed marijuana dispensaries, rules and regulations of the dispensary, sexual harassment (no tolerance), effective interaction with law enforcement personnel, and the rights and responsibilities of medical marijuana patients
- Tour of the dispensary facilities and introductions to fellow staff
- Injury & Illness Prevention Program

Safety training immediately follows Orientation Training and will be conducted by a member of the Security management team or the Security Director. In addition to its focus on safety, safety training will include acceptable currency identification and counterfeit detection, warning signs of possible diversion to the illegal market, lock and alarm procedures, perimeter and entrance control, robbery response techniques, conflict resolution techniques, and diversion detection techniques.

Ideally, Medical Training will be conducted by the dispensary's Medical Operations Specialist or at a minimum will involve the Medical Operations Specialist with applicable portions of the training. The Patient Services Manager, in collaboration with the dispensary's Medical Operations Specialist, may also conduct this training. Medical Training may be conducted at any point in the employee's initial training period so long as it is completed before the employee's Final Performance Test.

Medical Training topics will include:

- Privacy policy and procedures to ensure maintenance of patient confidentiality and proper handling of individual medical data in compliance with HIPAA**
- Rights of and sensitivity toward disabled individuals
- How to identify and interact with a patient having a medical emergency
- Medical Marijuana Risks & Benefits Training
- How to provide support to patients and caregivers related to the assessment of symptoms
- Cannabis Use Patterns & the Detection of Dependence
- How to effectively refuse medical marijuana to patients who appear impaired or abusing marijuana

**Only authorized dispensary agents who have been trained on HPI's privacy and recordkeeping policy and procedures will have access to patient records.

****Only authorized dispensary agents who have been trained on HPI's privacy and recordkeeping policy and procedures will have access to patient records.**

For a complete list of specific departmental training topics, a copy of each department's Leader's Guide will be available for the provisional inspection process.

In addition to associate level training, all management level employees including members of the Executive Management Team are required to successfully complete a week-long, 8-hour a day, intensive management training course conducted by industry experts 4Front Advisors and other seasoned professionals with expertise in areas of management (HR, legal, financial, medical, etc.).

The dispensary's Medical Operations Specialist will be constantly monitoring and evaluating the content and quality of patient educational tools as well as the skill level of employees in educating patients and recognizing patterns of substance abuse. Additionally, the dispensary's Medical Operations Specialist will conduct at a minimum an annual evaluation of all patient education materials and tools as well as conducting at a minimum annual employee training sessions.

At a minimum staff will receive 8 hours of ongoing training each year, but generally much more.]

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.

[Healthy Pharms, Inc. (HPI) has spent a considerable amount of time developing operational processes and policies and procedures prior to the Phase II application submission date. With this in mind, the startup timeline presented in exhibit 7.1 begins in July 2013 and details all steps taken by HPI pre-application. HPI intends to work with 4Front Advisors for industry consulting throughout the application, build-out and inspection processes. 4Front will provide comprehensive resources including pre-screened vendors (e.g., general contractors, IT, merchant services, etc.), property analysis tools, architectural plan guidelines, and other documents that will assist in the development of a full startup timeline.

During the pre-application development period, HPI has worked with experienced architects and designers to design a facility that will best serve patients in the surrounding area. In addition, corresponding security floor and site plans have been developed with the assistance of our qualified security consultant to illustrate the facilities' security system features.

In preparation for the Phase II application, HPI has worked exhaustively with the industry consultant to create a customized operating plan that applies industry best practices and includes: staffing structure and corresponding job descriptions; employee handbook; HR training programs and support materials; and a full policies and procedures manual that details the mechanisms used to control cash handling and movement of medicine through the facility. In addition to the materials previously mentioned, comprehensive department-specific operating manuals and position-based operating checklists have been created. The comprehensive suite of operational materials along with the professionally designed architectural plans have been used to create a detailed procurement guide that will be used during build-out to ensure that each department is adequately stocked with necessary equipment, devices, materials, etc. Risk level defined: low (up to) 10 days; medium, 7 days; high, 5 days unless required immediately.

The above work, representing critical business development components completed over the course of four months, has been completed well in advance of both the application submission deadline and the need for such documentation during the provisional inspection. Completion of these tasks in advance ensures that HPI is able to become operational in an expedited manner, ultimately meeting the needs of our patients by ensuring a timely opening.

As indicated in the timeline, build-out of the facilities will commence once a provisional certificate of registration has been received. At that time, the industry consultant will provide further operational resources including assistance with budget development, project plan customization, and HR support. During the time between the Phase II application and the provisional award, the Executive Management Team of HPI will solicit bids from general contractors and sub-contractors in order to select the most qualified and cost-effective options. Once the general contractor, sub-contractors, and security and IT contractors are selected, a construction plan is created and the project plan is refined. All contracts are contingent on HPI being awarded provisional certificate of registration.

These items are considered of high importance and must be completed in order to proceed to construction. HPI will submit the required architectural plans for Department review prior to any construction. Construction will not begin until the required plans have been approved by the Department and any required building or special use permits have been obtained.

During construction, the Executive Management Team will use the construction timeline and customized project plan as a guide for the hiring process, specifically, at the appropriate time, the hiring of the department managers who will later lead the hiring process for their respective departments. All department managers will be required to complete an intensive management-training program designed by our industry consultant prior to hiring any assistant and/or associates candidates. The training includes a week of classroom sessions and requires independent study, onsite training, review of case studies and role playing sessions.

Department managers will be responsible for adjusting the department-specific procurement guide and ensuring all outstanding items are procured. Department managers will also provide a thorough review of all pre-existing operations materials to ensure they are prepared for associate level staff, and the Chief Medical Officer or Executive Director will sign-off on the patient education materials.

During construction, a general operating account will be used for banking. In the final weeks before opening, the finance and accounting department will set up additional bank accounts and establish a full chart of accounts with the aid of an industry-experienced nonprofit accountant. In addition, all remaining security and IT hardware will be installed and activated, the Patient Services Manager will work in coordination with the CFO to establish merchant services, and the security monitoring will go live. In addition, the Executive Management Team will establish any services (e.g., gas, electricity, phone and internet, water/sewage, waste disposal) not already set-up.

Shortly before beginning operations, the General Manager will begin service contracts with third-party providers (e.g., linen service, cleaning service, pest control service), conduct a final review of all required postings, and order all non-medical inventory items.

Once training has been completed, the Department has conducted the Provisional Inspection, and the approval to operate has been granted, HPI will commence operations.]

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.

[HPI year-one operating plan will focus on a number of key areas that support the organization's overall mission. Key industry metrics will be used to inform business practice improvements as they relate to patients, process, organization and technology.

Before the grand opening all managers and staff will have completed formal classroom training and onsite training, and role-play exercises. Onsite trainings and role-plays will provide all departments the opportunity to work together in a low-stress atmosphere and serve as a final systems check. This process will serve as the first major business check-in point where the Executive Management Team will review available information and assess staff performance and systems.

The grand opening will be announced when the facility is ready and staff is fully prepared. Once open, HPI's management will review the patient database, POS system, and other available information on a regular and on-going basis. In addition to regular reporting and any ad-hoc analyses, key business check-in points will include: daily deep dives for the first seven days of operations, weekly deep dives for the first month, monthly management roundtables, in-depth quarterly reviews, and an annual audit.

Daily deep dives for the first seven days of operations will include all managers, including department managers and the Executive Management Team. Each department manager will report on specific metrics for their department, share successes, present challenges, and discuss potential solutions.

For the first month, weekly deep dives will include the same people as the daily deep dives done opening week and will use the same format. With a bit more perspective and the ability to do week-over-week analysis more fine-tuning can be done. As trends emerge, staffing levels can be adjusted if necessary, and inventory levels can be tied to actual (versus forecasted) demand.

Monthly management roundtables include all department managers and the General Manager (GM). Each department manager will have prepared a detailed report for the GM and will share relevant information with the rest of the group during the meeting. The GM will then meet with the full Executive Management Team to provide an overview and discuss additional financial reports that will have been prepared by the CFO/Controller. The financial reports will include an Income Statement, Balance Sheet, Statement of Cash Flow, and other reports to include common financial indicators. The team will review cultivation reports from the Cultivation Department and third-party test results for all medicine produced. The team will use basic and innovative market research tools to evaluate customer service surveys to evaluate patient experiences and satisfaction with operating hours, selection and quality of medicine, the sign-up and check-in processes, as well as education and support that is made available. The Executive Management Team will also evaluate escalation rates and resolution periods for reported incidents.

HPI believes that happy employees provide the best care to the patients. In addition to having an employee suggestion box and receiving regular feedback passed through the management channels, HPI will have an Employee Happiness Factor that will be measured twice a year in employee surveys. An annual week-long audit will involve all managers, the Executive Management Team, interviews from staff, patient feedback, and also HPI's industry consultants, 4Front Advisors.

These key business check-in points will help the executive management team evaluate the organization's performance, including how the staff, processes, and technology are working together to serve the patients and contribute to a sustainable and compliant organization.]

- 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.

[HPI is utilizing the horticultural experience of board member Paul Overgaag, who owns and successfully operates a 63-acre, organically certified vegetable farm in Winchendon, MA; in such he will be able to leverage expertise for some aspects of the cultivation facility. HPI Executive Director, Nathaniel Averill, has a biology degree and will be a "hands on" manager. Nathaniel's expertise in GMP pharmaceutical manufacturing will also be leveraged to implement and maintain traceability, along with good documentation practices from growth to packaging. Nathaniel also has extensive experience in optimizing operational activities.

Two other members of the team, Eric Jan Barclay de Tolly and Nicholas Robertson, have been operating a cultivation facility in Rhode Island that cultivates high quality medicine for qualified patients. Nicolas manages day-to-day tasks inside the facility. Eric is responsible for all construction and design of the facility and manages our accounts, paperwork, grow equipment as well as the trimming, drying and curing procedures, post-harvest.

In addition to providing medicine to qualified patients in RI, Eric and Nicholas have provided extra medicine to Dr. Seth Bock at Greenleaf Compassionate Care Center (greenleafcare.org) in Portsmouth, RI. Eric and Nicholas have experience maintaining a clean facility (and operating cleanrooms), using a hydroponic cloning system, and growing in coco coir. They are experienced with managing plant environments and closely monitoring temperature, humidity and CO₂ to ensure the plants remain in an optimum environment. They are able to achieve good results using an organic mycorrhizae blend of beneficial bacteria that helps ease the transplant and triggers roots to flourish. Nicholas set the facility up with carbon scrubbers for air purification, large capacity air conditioning units as well as commercial grade dehumidifiers. Eric and Nicholas are both hands-on operators who are able to manage every stage of plant production, from cloning to trimming, and making sure that marijuana is properly dried and accounted for.

In addition to the in-house experience that HPI brings to the table, they have retained Canna Advisors (CA). CA is the nation's leading industrial cultivation expert for the medical marijuana industry. CA was retained to help design and build HPI's cultivation center and to provide oversight management of the facility once operational. CA is led by Jay and Diane Czarkowski who, in addition to their experience in the efficient design and build-out of large scale cultivation centers (15,000 – 100,000 square feet), each has extensive cannabis cultivation experience.

CA has significant experience combining the soilless medium of coconut coir as substrate with the addition of an organic line of liquid nutrients for feeding, applied as needed by each individual plant strain. The use of an inert substrate provides a baseline (of "zero") and, with the addition of liquid organic nutrient, allows for complete control over the feeding and care of each plant throughout the course of its life cycle. This is a technique that, after years of refinement, yields consistent, reliable results in producing medicinal-quality, organic cannabis flowers.

Jay Czarkowski, a Connecticut native with a BS in Electrical Engineering from Norwich University, has over 4 years of experience designing, developing, and operating medical marijuana production facilities. In 2009 he and his wife, Diane Czarkowski, founded Boulder Kind Care (BKC). They created one of the first vertically-integrated MMJ businesses in Colorado. They began with a single dispensary and 5000 square foot cultivation operation, eventually scaling to a new 12,000 square foot state-of-the-art production facility. During this time the focus was always on producing consistent, high quality, pharmaceutical-grade cannabis, which was sold through their award-winning dispensary. What made BKC so successful in grow operations was a unique system design and meticulous attention to detail. Significant adaptations in lighting system design led to greatly increased yields. Jay was also an industry leader in bringing automation to cannabis growing.

Jay is a founding member of the National Cannabis Industry Association and a sustaining member of Americans for Safe Access (ASA).

With the strong experience that the HPI team has, and the expertise of Canna Advisors, the HPI team will be leveraging years of cultivation experience that will contribute to a clean, compliant, and well-run facility that will produce safe medicine and meet their patients' needs.]

- 7.4 Describe steps that will be taken to ensure the quality of the medical marijuana, including purity and consistency of dose and the presence of potential contaminants. Include a description of the testing process and frequency, quality standards, and plans to engage with a lab to conduct the testing. Note that a copy of the RMD's quality control plan will be reviewed as a component of the provisional inspection process.

[The steps taken to ensure the quality of medical marijuana at HPI are many and varied. The self-regulated checks include employee hygiene entry/exit protocols, daily and weekly plant pathogen inspections, organic materials handling procedures, plant harvest and manicure procedural checks, drying/curing protocol checks, facility cleaning protocols, and, finally, independent laboratory analytical checks for the finished product.

HPI's employees are required to change into professionally cleaned scrubs in the locker room before entering the grow operation. Employees will also be required to wash visible skin areas with a sterilizing solution, and walk through a high-pressure air curtain to remove any other loose contaminants. Any new equipment that is needed is sterilized before entering the main facility.

While no pest management plan can account for every possible plant disease, the overall preventative protocol of training personnel to understand and manage the three legs of the plant disease triad (host, pathogen, environment) must factor heavily in the strategy. The most difficult leg to manage is "pathogen". Therefore, a sacrosanct protocol of regular, careful plant observation, with an eye toward spotting such pathogens, is our most valuable tool.

Each plant is inspected on a daily basis. Notes are kept in the comprehensive cultivation management system and potential problems are addressed immediately. Cultivation will be conducted in a blended growing medium that consists of certified organically sourced components. The substrate will be stored in its original packaging, separate from cleaning chemicals and used to fill nursery pots on specially designated potting benches. No contact with the floor or other surface will take place and potting personnel will be required to wear nitrile gloves during the potting procedure. Strict potting protocols helps ensure that the organic components do not come into contact with prohibited substances, or other contaminants.

HPI's cultivation staff will also pay close attention to the drying and curing process of cannabis flowers. Drying flowers too quickly leaves excess chlorophyll, which produces a lower quality medicine. Dry too slowly and molds are invited. Curing allows the cannabinoid profile to develop and activate and should be considered as important as the growing process itself. During daily drying and curing checks, the drying room hygrometer will be checked and the relative humidity (rH) will be recorded. A flower sample from each rack will be opened and inspected for signs of mold and insects, and the level of dryness will be noted.

We have contacted several analytical laboratories and are in the process of sorting through them so as to determine which laboratory or laboratories are best suited to our needs. All of the laboratories we have contacted use High Performance Liquid Chromatography (HPLC) to determine amount of cannabinoids present in given samples. This is because HPLC is a non-destructive form of testing and thus is preferred for analysis of plant compounds. HPLC has been used in the herbal dietary supplements industry for decades for the testing of plant compounds and is highly reliable and accurate. Therapeutic compounds tested include (but are not limited to) CBD (therapeutic), its precursor CBDA, THC (therapeutic), its precursor THCA, CBG (therapeutic), CBC (therapeutic) and CBN (the compound that results from the degradation of THC). In addition to the therapeutic compounds and their precursors, we will also test for mold spores, inorganic chemical contaminants, solvents and insect parts.

The above processes that are fully outlined in HPI's Cultivation Policies & Procedures Manual will ensure that medicine is high quality, consistent, free of contaminants, and meets the needs of our patients.]

- 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.

[HPI has developed a detailed plan for disposing damaged or excess plants or products. We intend to maintain approximately 30 days' inventory on hand; if we exceed this level, we will sell excess inventory through the wholesale market to other RMDs.

In compliance with MA law, HPI will only provide wholesale sales to another RMD when a documented emergency situation occurs such as loss of crop, vandalism, or theft, or other circumstance as approved by the Department.

In addition, HPI expects to offer proprietary strains offering particular benefits for specific ailments. If patients using another RMD find these strains particularly effective, they may formally request the offering at their local RMD. HPI will provide wholesale opportunities of excessive amounts of the requested product as long as the acquiring RMD provides documented evidence that a qualifying patient's need cannot otherwise be met by their facility. HPI will ensure that the distribution to all other RMDs does not exceed, cumulatively, 30% of the RMD's total annual inventory.

Additionally, HPI will accept, at no charge, unused excess or contaminated marijuana from a registered qualifying patient or personal caregiver, and destroy it as provided in 105 CMR 725.105(J). We will maintain a written record of such disposal, which will include the name of the supplying registered qualifying patient or personal caregiver.

All waste, including that containing in whole or part finished marijuana and MIPs, will be secured, managed, and secured in accordance with applicable state and local statutes, ordinances and regulations.

Damaged plants will be disposed of in the same manner as solid waste. A detailed log will be maintained of all damaged and/or unusable product scheduled for destruction, and will include the date, type and quantity disposed of, the manner of disposal and the name and signature of dispensary agent authorized to conduct the destruction.

As required by MA law, solid waste will be disposed of in the following ways:

- Through incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection (DEP), witnessed and documented by no fewer than two dispensary agents.
- Disposal in a landfill holding a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located, witnessed and documented by no fewer than two dispensary agents.
- Grinding and incorporating the medical marijuana waste with solid wastes such that the resulting mixture renders the medical marijuana waste unusable. Once such medical marijuana waste has been rendered unusable, it will be either disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located or, if the material mixed with the medical marijuana waste is organic material as defined in 310 CMR 16.02, the mixture will be composted at an operation that is in compliance with the requirements of 310 CMR 16.00.

Any liquid waste resulting from the MIP production process will be disposed of in compliance with requirements for discharge into surface water, groundwater and sewers, or disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00.

When marijuana or MIPs are disposed of, HPI will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the name and signature of persons present during disposal. Disposal records will kept for at least two years.]

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.

[HPI has chosen a menu of marijuana infused products that is focused on meeting patients' diverse needs. Our products can be broken down into seven categories, each with similar production methods and equipment requirements: low glycemic, gluten free, nut-free and vegan goods; blended goods; beverages; topicals; tinctures; and oral sprays. The success of our products will depend on three key characteristics: exceptional flavor, high quality ingredients and, most importantly, proper dosage.

HPI employees will adhere to the production practices that have been developed in the Good Manufacturing Practices for Food Operations Manual. Every employee will be required to demonstrate

an understanding of GMPs as a condition of employment, based on review of the Manual and relevant training. They will not be allowed to participate until they have demonstrated full understanding of the procedures.

HPI will ensure that all processing of the leaves and flowers of the female marijuana plant will take place in a safe and sanitary manner. The leaves and flowers used for processing will be well cured, free of seeds, stems, dirt, sand, debris, and other foreign matter. In order to ensure sanitary conditions and prevent contamination, HPI intends to construct multiple MIP processing areas, specifically a commercial kitchen and extraction room. The food processing area will be constructed with FRP (fiber reinforced plastic) wainscoting on walls to create an area designed to maintain a clean environment. In addition, HPI will utilize food-grade, stainless steel tables to prepare and handle medicine. Food processing areas will meet or exceed all requirements for commercial kitchens.

All product packaging will take place in the limited-access packaging and labeling room. Access will be limited to dispensary agents whose duties are directly related to packaging and labeling. The HPI security system will track and log each time a dispensary agent enters and exits the packaging and labeling room, allowing for further access control and monitoring. The packaging and labeling room will be equipped with video cameras that cover all areas where marijuana is processed, prepared, stored, and handled. Cameras will be angled to facilitate the clear and certain identification of any person entering or exiting the room.

All products will be prepared in a processing facility that complies with the Good Manufacturing Practices for Food and food handlers, as well as the Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements as described below.

In accordance with Good Manufacturing Practices for Food, the source of water used in the MIP production areas of HPI will be from an approved source meeting the quality standards set forth by the Department of Environmental Protection. Additionally, HPI will only use food products from approved and known sources, and will maintain product temperature sufficient to house such products.

HPI will provide sufficient space for the placement and storage of equipment and materials for the maintenance of sanitary operations. A commercial refrigeration and freezer unit will be used as necessary to store MIP products. All equipment, utensils and food contact surfaces involved in the MIP processing operation of HPI will be cleaned and sanitized effectively and on a consistent basis.

HPI is committed to maintaining a sanitary environment. HPI will implement policies and procedures designed to prevent contamination of RMD areas, particularly those housing MIP production, from sewage or liquid waste. Any liquid waste resulting from the MIP production process will be disposed of in compliance with requirements for discharge into surface water, groundwater and sewers, or disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00. Toxic items will be properly labeled, stored and used by approved staff of HPI.

HPI will provide toilets and hand-washing facilities that are properly installed and designed, accessible, and convenient. Hand-washing facilities will be furnished with running water at a suitable temperature. They will be located in MIP production areas and anywhere good sanitary practices require employees to wash and/or sanitize their hands. They will provide effective hand-cleaning and sanitizing preparations and suitable sanitary drying devices.

HPI will contract with a pest management firm to regularly and diligently ensure that insects, rodents, or other animals will not be present on the premises.

HPI will store and transport all MIPs under conditions that will protect them against physical, chemical and microbial contamination, as well as against deterioration of MIPs or their containers. All MIPs will be stored in airtight, vacuum-sealed containers, and nitrogen-packed to protect against contamination or deterioration. In addition, HPI will install HEPA air filters throughout the facility to reduce microorganisms in the air.

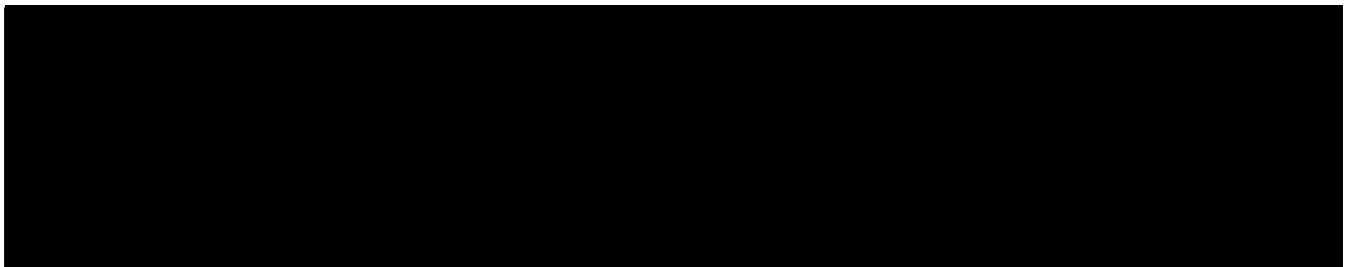
HPI will identify all perishable and semi-perishable MIPs by a "sell by date" or a "best if used by date," accompanied by disclosure of recommended product storage conditions, if such conditions significantly affect the validity of such a date.

HPI will identify all frozen and refrigerated MIPs by a "sell by date" or a "best if used by date," accompanied by disclosure of recommended product storage conditions, if such conditions significantly affect the validity of such a date. Frozen and refrigerated MIPs destined for direct consumer use will be securely packaged, under sanitary conditions, in a plain, opaque, tamper-proof and childproof container with labels indicating the contents and medicinal dosage without depictions of the product, cartoons, or images other than the RMD's logo. Edible MIPs will not bear resemblance to any product available for consumption as a commercially available candy.]

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.

[HPI has developed detailed Inventory policies and procedures based on best practices in the retail and medical marijuana industries.

Bulk packaged, inventoried medical marijuana flowers and preparations, will be stored in a vault within the Inventory department equipped with adequate lighting, ventilation, and temperature and humidity controls. The considerable space is necessary to safeguard large amounts of processed medicine.



Seed-to-Sale Tracking

For inventory management, among other things, HPI plans to utilize BioTrackTHC. BioTrack is a fully integrated Point of Sale (POS), Inventory Control, Growhouse Tracking, and Patient Management system and is one of the only complete seed-to-sale systems available on the market today. This software has been specifically designed to serve registered medical marijuana dispensaries.

From an inventory control perspective, BioTrack supports ordering, receiving, storing, sales, adjustments, labeling, disposal of unusable medicine, and audits. BioTrack fully supports the recording and tracking of the daily beginning inventory, daily ending inventory, acquisitions, harvests, sales, disbursements, and disposal of unusable marijuana. Records are retained indefinitely. It is a true seed-to-sale POS solution.

Robust inventory reports in the POS system show current inventory levels. Each product has a unique transaction history that shows every sale and addition/removal from inventory, as well as a date/time stamp and the user ID of the dispensary agent who executed the transaction. Customizable entries


designate reasons for inventory adjustments. Only users with Administrator access levels are able to view inventory reports. Sales and inventory reports can be generated and customized based on a wide variety of data fields. All purchase transactions are tied to individual patient records.

On the cultivation side, with BioTrack, every plant is given a barcode. This barcode allows us to track every strain in our facility. Every grow room also has a barcode and is also associated with growth phase, so the system knows which rooms are for Vegetation, which are for Flowering, etc. If plants are ever moved from one room to another without documentation, you can do a plant room audit by scanning the plants in each room, and it will tell you what you still have in each room and what used to be in that room. You can quickly reconcile at that point.

This system enables a complete employee chain of custody tracking for inventory, from seed to sale, allowing management to see which employees have handled the product every step of the way.

The IM will conduct and document an audit of the dispensary's inventory, using generally accepted accounting principles, at least once every 30 calendar days. At a minimum, per regulations, documentation will include the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory. (Our inventory counts will reflect a great deal more information.)

Should any material reduction in the amount of medical marijuana in the dispensary's inventory occur, HPI will determine where the loss has occurred and take and document corrective action. All losses and/or disappearances must be reported to the Security Manager to determine whether an Incident Report is required.



Preventing Diversion

HPI will prevent diversion in the following ways:

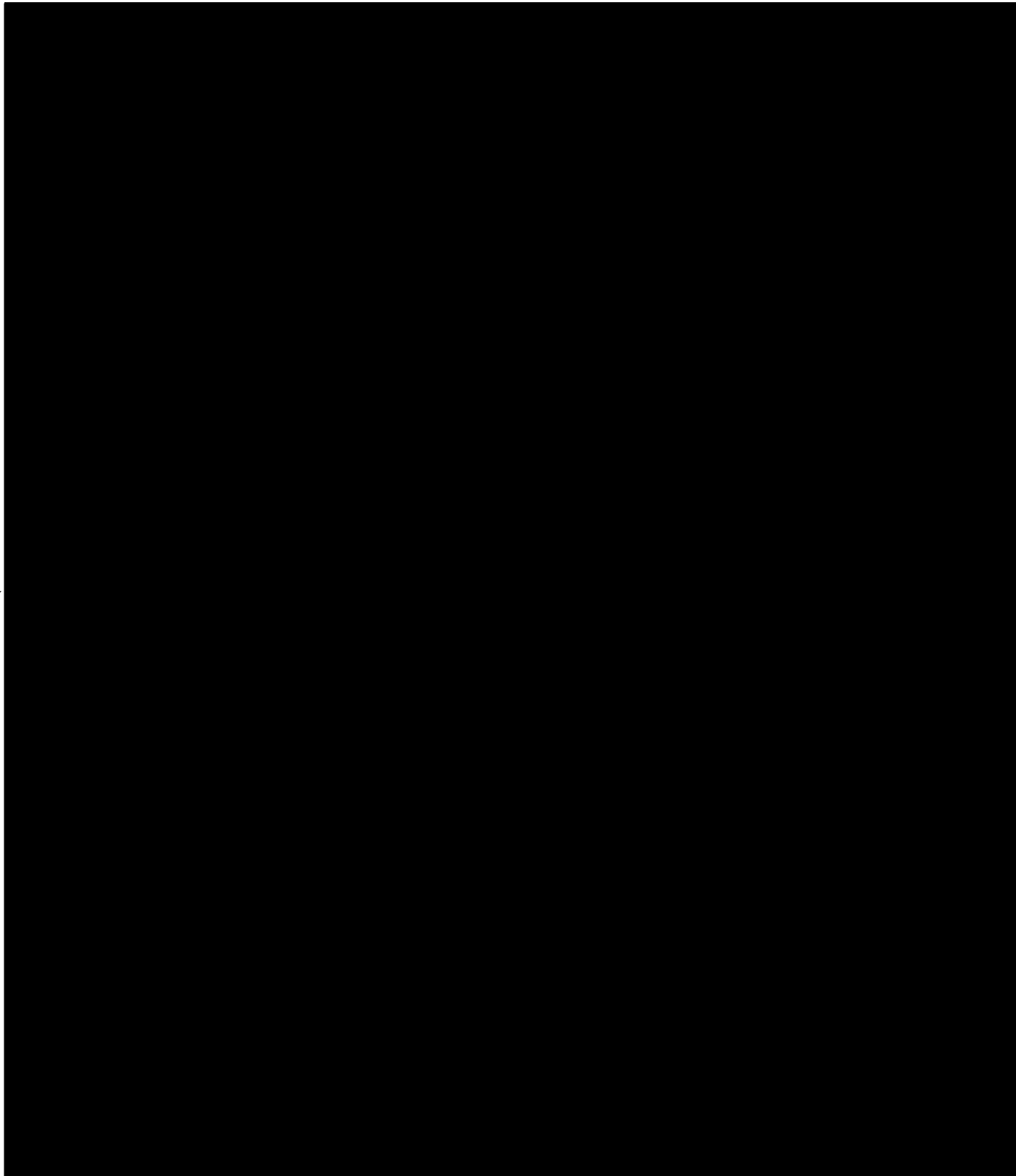
Set Appropriate Pricing. When prices are set too far below the midpoint of current scale, dispensaries may unintentionally open the door to “black market” purchases. Through its responsible pricing practices, HPI will support state law by discouraging diversion.

Security Department – Through identifying, installing, and maintaining the right equipment, protocols, and personnel, diversion can be prevented.

Allow Access Only to Qualified Patients– Through the use of a sophisticated integrated patient database and POS system and proper training, HPI will ensure that every dispensary agent enforces the requirements for dispensary access and patient purchases. Only qualified, valid patients and caregivers will be permitted to purchase medicine at our dispensary. In addition, every staff member completes training on diversion detection/prevention techniques as part of new employee orientation.

Strict Inventory Controls & Analysis – Real time reporting about the state of our inventory through a seed-to-sale POS system, combined with oversight and analysis can help resolve issues before they become problems.]

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.

[HPI will serve the Haverhill community and immediate surrounding areas. We have conducted several analyses to identify the makeup of our potential patient population, indicating our defined service area as being a 25-minute drive time radius from our proposed location, with the radius extended slightly farther northeast and southwest. We used US Census data, local market research data, and public health data to get a picture of the demographics of our prospective patient base. We also have compared these findings to market statistics available from Arizona's Medical Marijuana Act Monthly Reports as well as Colorado's Medical Marijuana Registry. We feel these tools are helpful in gaining an insight into the most likely trends for patient needs in Massachusetts.

Based on this overview we expect the number of registered patients in Massachusetts to reach approximately 2% of the population, or 130,000 patients, within the first five years of operations. These patients will likely be coping with a variety of conditions for which they seek the help of our dispensary, including cancer (2.6% of patient population), chronic pain (83.5% of patient population), and, in many cases, multiple related conditions (22.1% of patient population). To best serve these patients, we will invest in staff training that goes hand in hand with making available the most medicinal high CBD strains of marijuana. Our patient services will reflect the needs of our patients in terms of giving them

resources that help them manage their health conditions. These resources include providing access to local advocacy and health groups that specialize in the treatment and management of these conditions.

Market research based on other dispensaries indicates a majority of the patients will be male (70% male) and average 40 years of age. We expect our patients will come from diverse backgrounds; US Census data suggest that within our defined service area of 286,823 people, 74.7% of the population are Caucasian, 3.8% are African American, 28.7% are Hispanic, 3.2% are Asian, and 14.9% are other races. We will meet the needs of the patient community by focusing on diversity within our staffing practices and training in best practices. This will include the assistance of culturally competent medical professionals with expertise in delivering health and wellness services to diverse populations.

The diversity of this population also suggests a need for multi-lingual services. For example, 19.9% of Haverhill residents speak a language other than English at home, and 6.3% of residents speak English less than very well. Languages spoken include Spanish, Indo-European languages, and Asian and Pacific Islander languages. Translation for non-English speakers will be made available as needed, as will educational materials in other languages that reflect the community we serve.

Finally, we expect the economic composition of our patient population will be largely middle-class. The average household income in our community is \$82,192. We expect a modest proportion of our patient population to require services that are specific to financial hardships. Our Compassion Program is designed to address these needs and is described in detail elsewhere.]

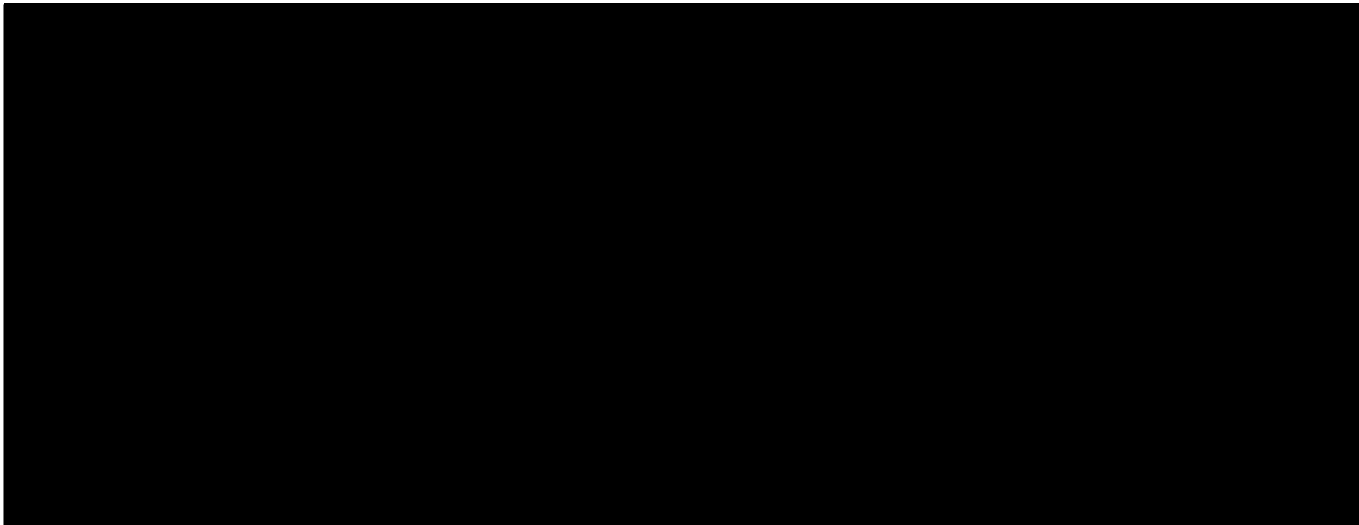
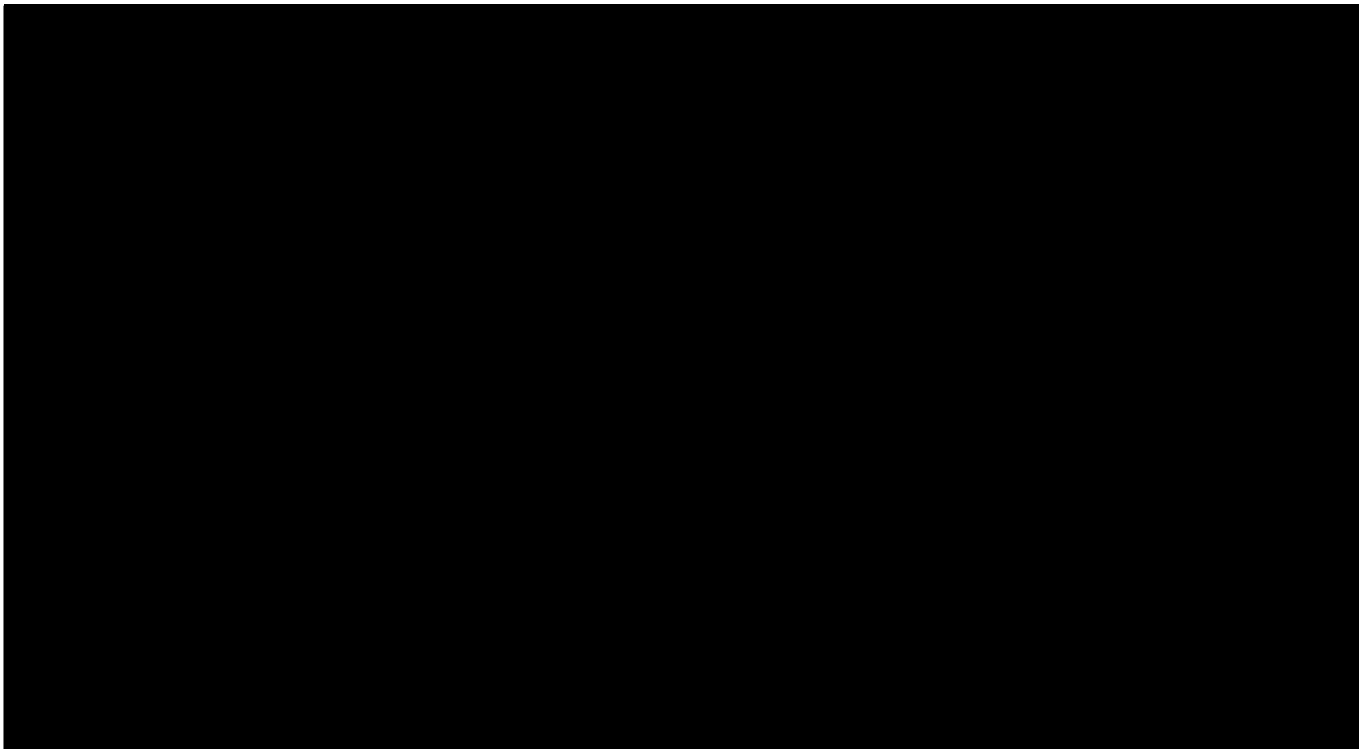
- 7.10 Describe the RMD's procedures for safely dispensing medical marijuana to registered qualifying patients or their registered personal caregiver, including a process for identifying patients/caregivers, ensuring their safety, and protecting their privacy.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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.

[HPI will implement recordkeeping policies and procedures, including the tracking of patient records, including purchases, denials of sale, any delivery options, confidentiality and retention. In addition, HPI will implement recordkeeping policies and procedures to ensure that records are maintained as required in any section of 725.000. Specifically, HPI will maintain the following records:

- Operating procedures including security measures, employee security policies, storage of marijuana, recordkeeping and inventory protocols, plans for staffing and quality control, emergency procedures, drug-free workplace policies, patient education description, pricing

standards and procedures, production and distribution policies and procedures, as required by 725.105(A)

- Inventory records as required by 725.105(G)
- Seed-to-sale tracking records for all marijuana and MIPs as required in 725.105(G)(5)
- Personnel records that include job descriptions, a personnel record for each dispensary agent that includes a copy of the dispensary agent application submitted to DPH, performance evaluations, documentation of all required training and verification of reference, a staffing plan, personnel policies and procedures, and all CORI reports obtained in accordance with 725.030(C)
- Business records including assets and liabilities, monetary transactions, books of account, sales records, and salary and wage information
- Waste disposal records as required by 725.105(J)(5)

HPI will utilize BioTrack – an encrypted, secure electronic patient database that is strictly controlled and continually backed up to store required patient records.

A patient record will be established and maintained for each qualifying patient who obtains marijuana from the dispensary. All entries made to the qualifying patient record will be dated (date and time) and signed (electronically) by the authorized dispensary agent making the entry and will include the dispensary agent registry identification number. An entry within the patient record will be made to reflect each purchase, denial of sale, and educational materials provided. This data will also be analyzed to monitor the performance of the dispensary and improve the verity of services offered.

Since the DPH Electronic Dispensing & Registration System will not be configured to interface with existing POS systems, BWC will manually access and consult with the DPH web-based system hosted by the Commonwealth within the Virtual Gateway. Information that must be verified and/or updated to the system, including transaction information, will be done so manually during the patient checkin and/or sales process.

All systems accessed by dispensary agents will be password protected. In addition, each authorized dispensary agent will be assigned a unique code that will be used as their electronic signature. A record will be kept of all logins and records created or edited during that login time. Any paper documents that require retention will be stored in a locked cabinet with access limited to the Patient Services Manager and General Manager. Any hard-copy information not stored will be shredded and disposed of in a secure receptacle.]

- 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.

[Our patients suffer from a wide range of conditions that can often inhibit a patient's ability to earn income and afford medicine to manage his/her health. At the same time, we believe strongly in an individual's right to personal health empowerment through access and knowledge. In this spirit, HPI plans to provide free and reduced cost marijuana on a sliding scale to patients with verified documented financial hardship.

Individuals will be made aware of HPI's Compassion Program during registration as a dispensary patient. To be considered for the program, patients must be residents of Essex County or an adjacent county and must complete a Compassion Program Registration Form. This form will document the extent to which a patient is experiencing financial hardship as well as medicinal preferences and needs. All patients applying to the Compassion Program must provide copies of documentation of received benefits and/or the two most recent paystubs for each member of the household earning income.

Specifically, the Registration Form will be used to determine patient eligibility using standards established by the Department of Public Health. A patient must either be a recipient of MassHealth or Supplemental Security Income, or have a gross annual household income of less than 300% of the federal poverty level, adjusted for family size.

Our Patient Services Manager will then conduct a mandatory one-on-one consultation with the patient to determine the extent to which reduced cost medicine will be made available to him or her.

The following guidelines will be used to make this determination: (A) Is the patient a recipient of MassHealth? If yes, 1 point. (B) Is the patient a recipient of Supplemental Security Income? If yes, 1 point. (C) Is the patient's annual gross household income less than 150% of the federal poverty level for the current year? If yes, 2 points. (D) Is the patient's annual gross household income between 151% and 300% of the federal poverty level for the current year? If yes, 1 point. Any single patient is eligible for up to four (4) points.

HPI has established the following sliding fee scale based on patients' eligibility for discounted medicine: 4 points / patient responsible for 50% of cost for medicine beyond free 1.0 gram of marijuana flowers or the equivalent in non-smoked medicine products every week; 3 points / patient responsible for 70% of cost for medicine beyond free 1.0 gram of marijuana flowers or the equivalent in non-smoked medicine products every week; 2 points / patient responsible for 80% of cost; 1 point / patient responsible for 90% of cost. After analyzing the demographics of the population within our service area, we anticipate that 50% of our patients will qualify for reduced cost marijuana and 15% will be eligible for a free weekly gram of medicine.

Providing free and reduced cost medicine to patients with financial hardship is core to our mission. However, we also know that offering medicine at below market rates can create an incentive for diversion. To mitigate this risk, we have limited the amount of free medicine per patient and will establish weekly limits on the volume of medicine that can be obtained at a discount, with special consideration given during the consultation for the patient's medication schedule and preferred method of consumption. In addition, to prevent patients from traveling across the state to get around their consultation limits, we have limited the counties from which patients can qualify for the Compassion Program.

Once the terms of the patient's participation in the Compassion Program are established, the patient will be required to adhere to the terms of our Patient Handbook. Membership in the Compassion Program must be renewed every three months and will require a review of eligibility standards and completion of an updated Compassion Program Registration Form.]

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.

[HPI will ensure the availability of an adequate supply of up-to-date educational materials. Whenever possible these materials will be available in languages accessible to all patients we serve, as well as for the visually- and hearing-impaired. These materials will be made available for inspection by DPH upon request.

Each patient and caregiver who registers for membership at HPI will receive his or her own copy of our Patient Handbook. The contents of the Handbook will be reviewed in detail with every patient during the patient orientation and registration process. The Patient Handbook contains a wide variety of topics to educate patients about HPI, including:

- Rules and regulations to abide by from state and local laws;
- Research studies on health effects;
- A warning that marijuana has not been analyzed or approved by FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
- A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, s. 24, and machinery should not be operated;
- Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;
- Tools for tracking the strains used by patients and their caregivers and their associated effects;
- Information describing the impact of potency and its role in determining proper dosages and titrations for different routes of administration;
- A discussion of tolerance, dependence, and withdrawal;
- Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
- A statement that registered qualifying patients may not distribute marijuana to any other individual, and that they must return unused, excess, or contaminated product to the RMD from which they purchased the product, for disposal; and
- Any other information required by DPH.

HPI staff members are committed to providing patients accurate information on the health effects of medicinal marijuana. All staff members will complete medicinal marijuana risk and benefit training, conducted through the use of a PowerPoint presentation entitled, "Marijuana: Benefits and Risks."

The PowerPoint presentation is used with permission and was compiled by Amanda Reiman, M.S.W., PhD. Dr. Reiman conducted the first-ever research study to examine how medical marijuana dispensaries operate as community health service providers. She earned her master's degree in social work from the University of Illinois, Chicago, in 2002, and her PhD in social welfare from the University of California, Berkeley, in 2006. Dr. Reiman is currently the director of research for Berkeley

Patients Group, a lecturer in the School of Social Welfare at UC Berkeley, and the chairwoman of the Medical Cannabis Commission for the City of Berkeley. She is also a core instructor for the "Putting Patients First Training" provided by Americans for Safe Access.

HPI's Medical Operations Specialist will monitor medicinal marijuana research to ensure that HPI provides its patients with the most accurate information related to the health effects of medicinal marijuana, and that the content contained in the Patient Handbook is accurate and up-to-date.

HPI will also provide educational materials from Americans for Safe Access (ASA). ASA has compiled a number of educational booklets covering a range of medicinal conditions and the efficacy of medicinal marijuana in treating these conditions.

These booklets are concise summaries for the administration of and current research regarding the application of medicinal marijuana in treating the associated condition. They contain clinical as well as anecdotal evidence on the efficacy of medicinal marijuana treatments and include citations of relevant research materials for further reading. These booklets will be available to all patients free of charge.

Booklets will be available for these specific conditions:

- Gastrointestinal Disorders and Medicinal Marijuana
- Chronic Pain and Medicinal Marijuana
- Multiple Sclerosis and Medicinal Marijuana
- Cancer and Medicinal Marijuana
- Arthritis and Medicinal Marijuana
- Movement Disorders and Medicinal Marijuana
- Aging and Medicinal Marijuana
- HIV/AIDS and Medicinal Marijuana]

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

[HPI's brand identity will convey our commitment to professionalism and the health and wellness of our patients. Our branding will differentiate us from less mainstream dispensaries that align more with the drug counterculture. In this spirit, our logo does not use medical symbols, images of marijuana, related paraphernalia and colloquial references to cannabis and marijuana. Instead, our design features inviting colors and imagery associated with a welcoming and safe approach to serving patients.

We will apply these same principles to designing our external signage. We will display conservative signage, only illuminated for a period of 30 minutes before sundown until closing, that identifies our RMD as a health and wellness center and demonstrates compliance with all local and state signage requirements. In addition, advertisements for marijuana, brand names, and/or graphics related to marijuana or paraphernalia will not be displayed on the facility's exterior.

For our broader advertising approach, we expect to spend approximately 2-3% of gross monthly revenue on advertising and marketing costs in our first year of operations. Advertising will be primarily educational and focus on the legality, safety, and availability of medical marijuana. We will employ a marketing firm and will use printed materials and flyers, external signage, advertising practices, and outreach and promotional materials as recommended by the firm.

HPI will ensure that all advertising materials produced by the RMD do not include 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, including the recreational use of marijuana or portraying use by anyone under 18 years of age. In addition, any statement design, representation, picture, or illustration related to safety or efficacy of marijuana will only be provided if supported by substantial evidence or substantial clinical data with reasonable scientific rigor. The price of marijuana will not be advertised to the general public; registered patients will be able to access this information using a secure login feature on our website.

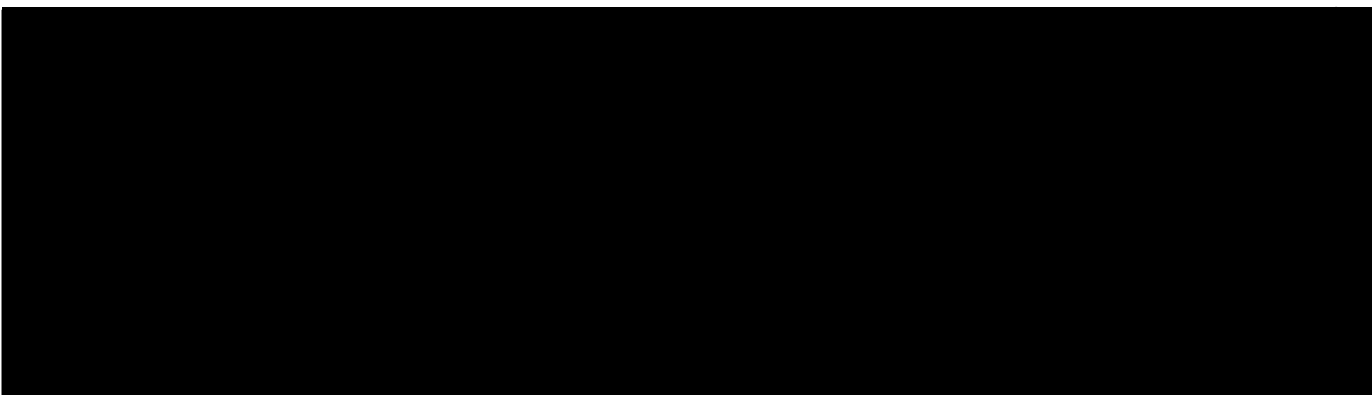
HPI will engage our patient population to share with friends their positive experience with the dispensary. We will develop a formal referral program that encourages current patients to bring a friend or pass on information to a friend. This is particularly important, given that "friend" is the most common answer reported on new patient intake forms when patients are asked to indicate how they heard about a dispensary.

We will focus on increasing membership and patient loyalty by marketing to our patient base using permission-based, low-key marketing. Messaging will include on-site promotional materials, such as signs, flyers, newsletters and bulletins, as well as occasional e-mailed communications to patients who specifically opt-in. All printed materials will closely mirror our brand, which promotes health and healing, and comply with all marketing and advertising regulations.

For our outreach approach, we will aggressively leverage social media websites and online search engine optimization to build brand awareness and brand loyalty beyond existing patients. This outreach will attract potential patients to our website, which will be used to more fully educate prospective patients about medical marijuana, the conditions it can help treat and the next steps for participating in the program.

We also will establish alliances with partners who are in contact with prospective patients (e.g., physicians, cancer support groups, hospice organizations, AIDS organizations) to increase awareness and generate a stream of referrals. A key part of this initiative will be educating partners on the benefits, legalities and processes involved with referring patients for medical marijuana use.]

- 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.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

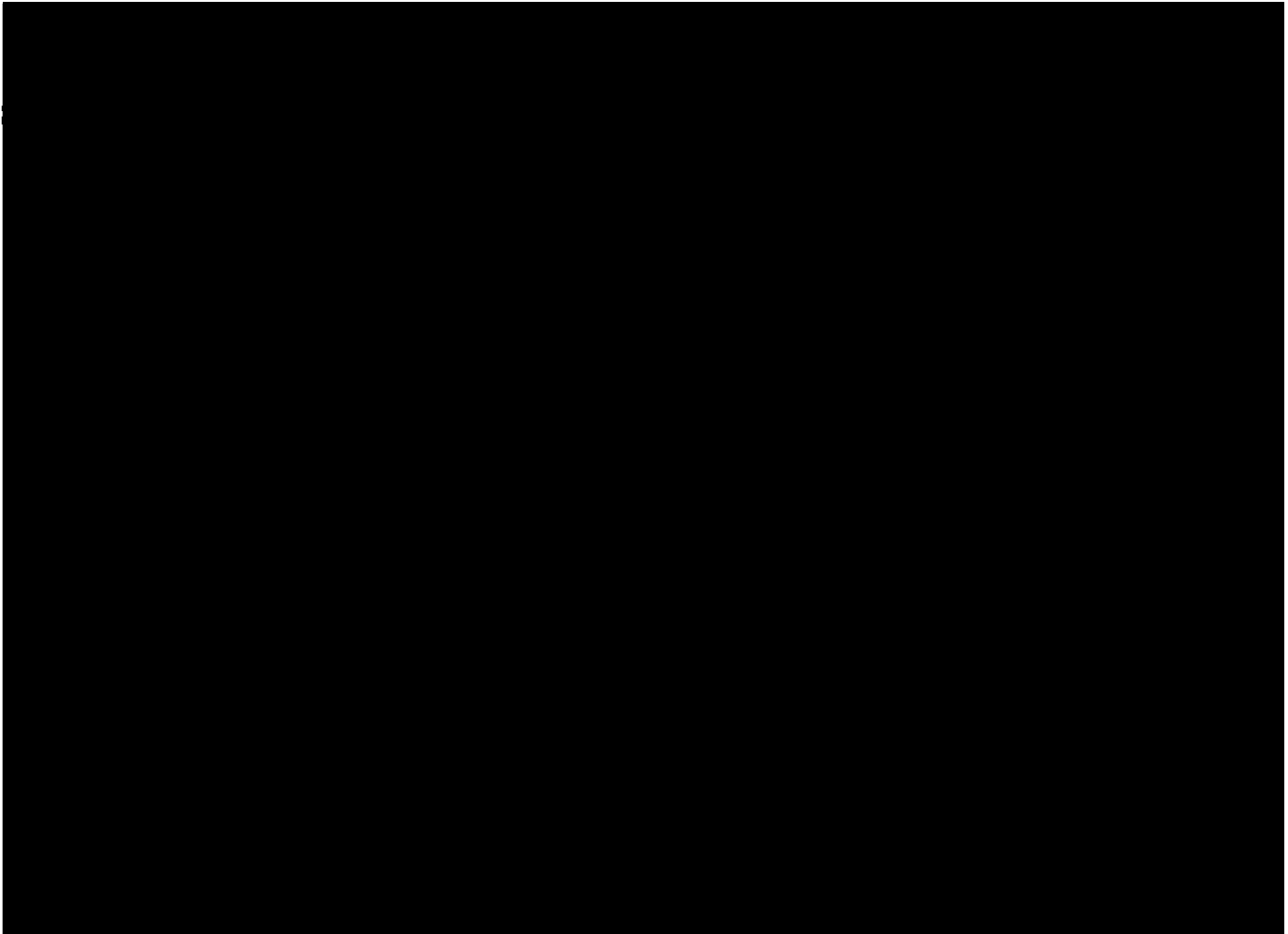
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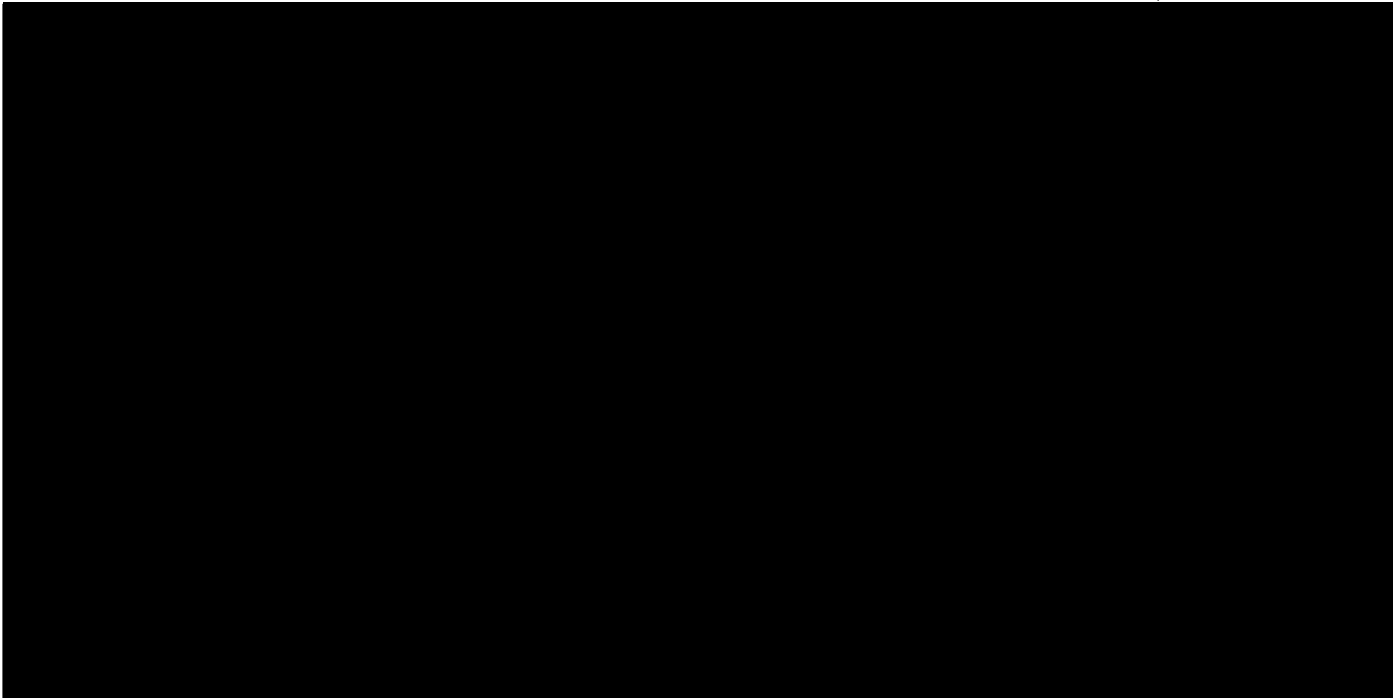
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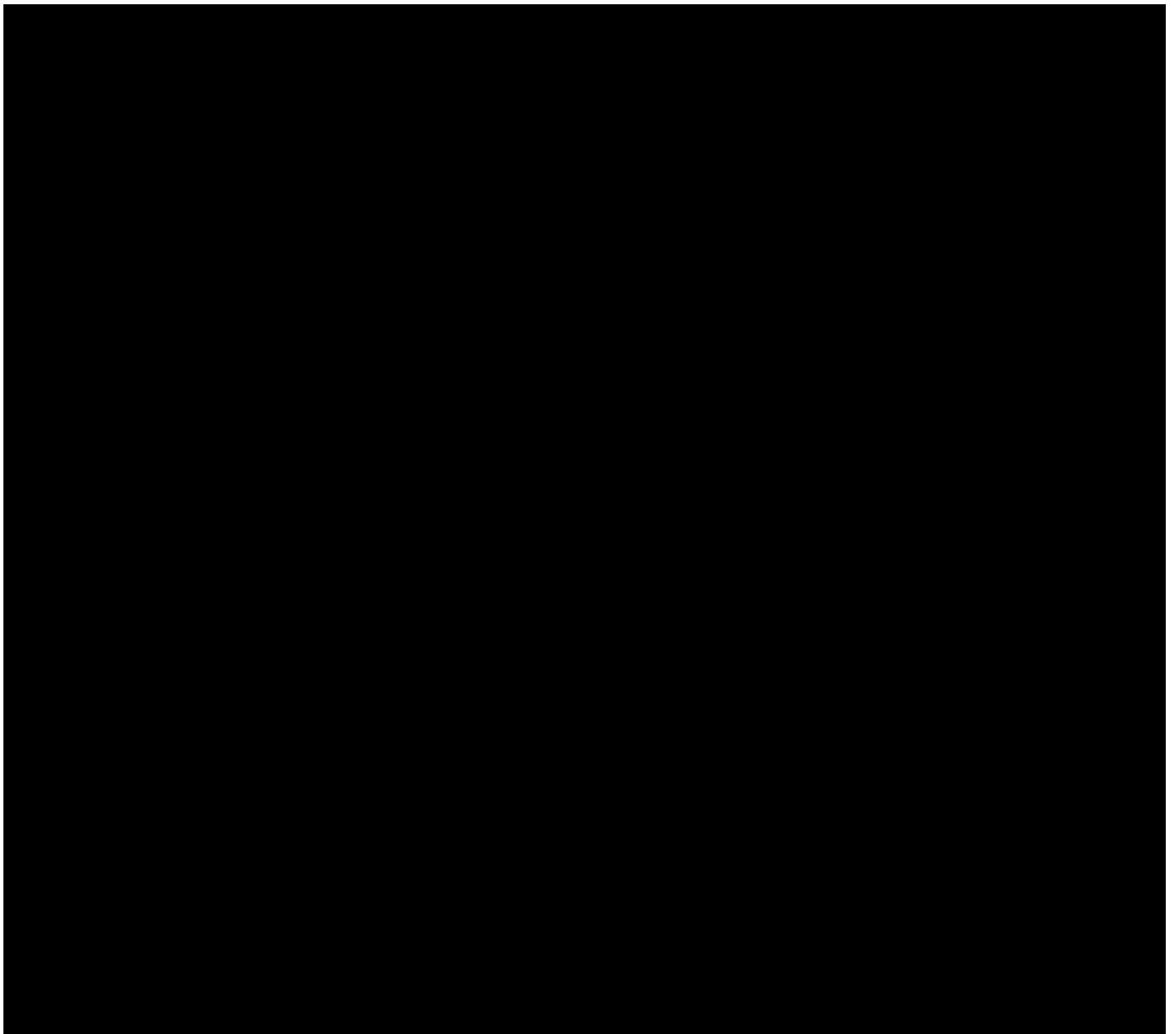
[REDACTED]

[REDACTED]



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





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

[Incident Management

HPI has developed a comprehensive incident management program, which is documented in our Security Operations Manual. The program outlines what must be reported, how to report it and to whom, when to report it, classifications of incidents, and recordkeeping.

The principal objectives with regard to safety and security of employees and property are to:

- Prevent violent incidents from occurring.
- Deal appropriately with each threat or violent act on a case-to-case basis.

- Minimize the risk of harm to employees, contractors, visitors, and others on premises.
- Improve the comfort level of employees.
- Communicate to employees our commitment to their safety and security.
- Protect property and assets.
- Prevent the diversion of marijuana.

Threats or acts of violence against persons or property will not be tolerated. Violations may lead to immediate dismissal, arrest, prosecution, and revocation of registration ID cards.

In actual cases of violence, whatever action is necessary should be taken to contain the incident, minimize personal risk to employees and others, and have the offending person(s) taken into police custody. No company policy, practice, or procedure should interfere with decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

A detailed Incident Report template has also been developed to make the process of reporting more efficient and more accurate, as well as to ensure compliance. Incident reports will be maintained indefinitely, but for a minimum of one year, and will be made available to DPH and applicable law enforcement upon request.

In brief, HPI will immediately notify appropriate law enforcement and DPH within 24 hours after discovering the following:

- Discrepancies identified during inventory, diversion, theft, loss, or any criminal action involving the RMD or a dispensary agent;
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
- Unauthorized destruction of marijuana;
- Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
- Any alarm activation or other event that requires response by public safety personnel;
- The failure of any security alarm system that is expected to last longer than eight hours and is due to a loss of electrical power or a mechanical malfunction;
- Any other breach of security;
- Any vehicle accidents, diversions, losses, or other reportable incidents pursuant to 105 CMR 725.110(F), that occur during transport.

In the following instances, within 10 calendar days, HPI will immediately provide written notice to the Department of any incident described in 105 CMR 725.110(F)(1), by submitting an incident report in the form and manner determined by the Department, detailing the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified

Completing Incident Reports & Investigations

The incident report must be completed by the Security Manager immediately following the incident. It should include complete and accurate documentation, in case further investigation is required.

With a basic investigation, first conduct a verbal investigation with whoever is involved, then talk to others who may be involved who were named in the initial inquiry, witnesses, etc. Once the verbal investigation is complete, review the camera footage and attempt to narrow down who is involved.

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

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

ORGANIZATIONAL CHART
(Exhibit 1.3)

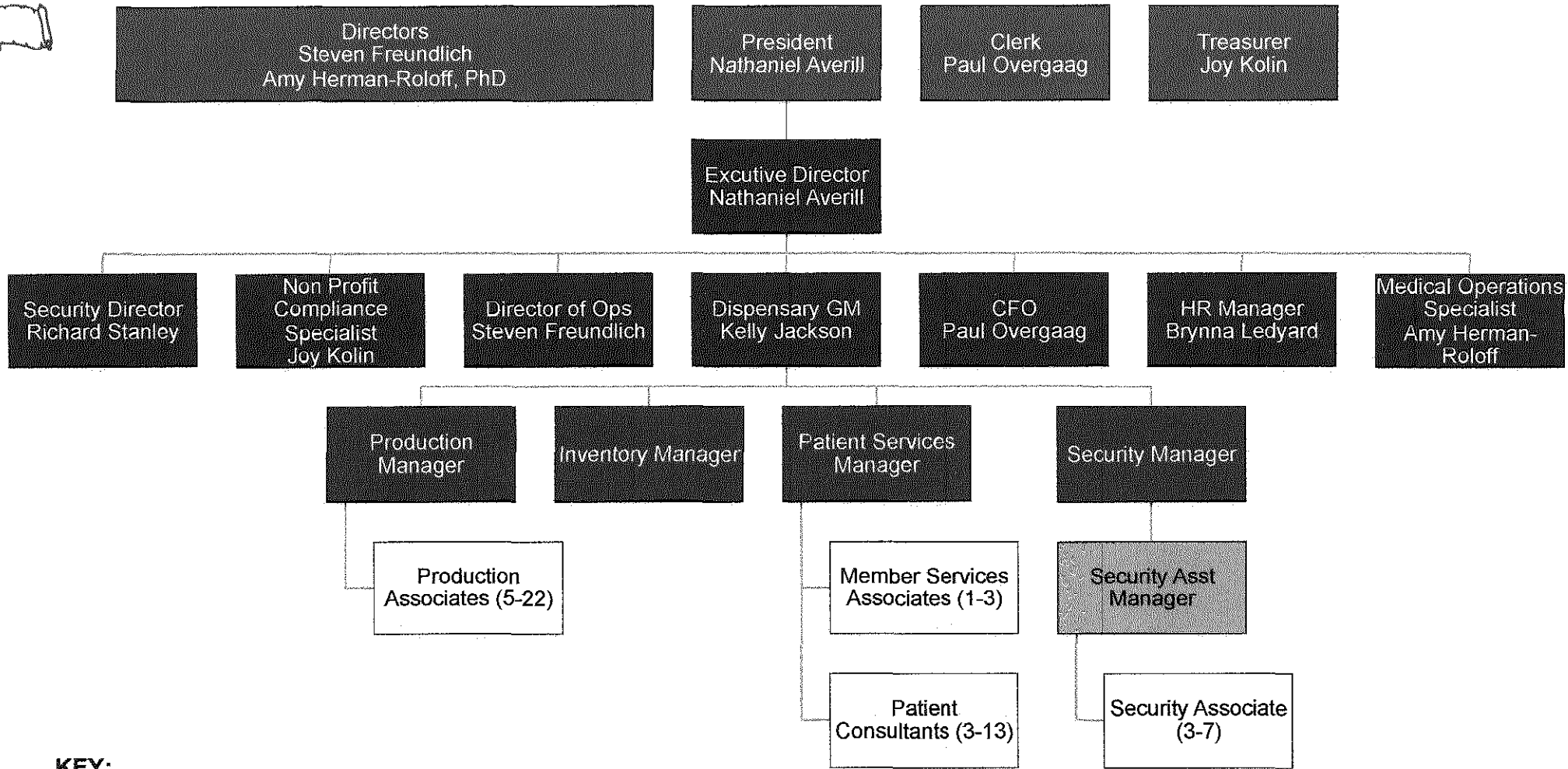
This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: Healthy Pharms, Inc.

Application # (if more than one): _____

Attach organizational chart.

HEALTHY PHARMS, INC. (HPI)
Organizational Chart



KEY:

- Board of Directors
- Executive Management Team
- Unit Management Level
- Unit Assistant Management Level
- Unit Associate Level

BOARD OF DIRECTORS
(Exhibit 1.4)

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

Corporation Name: Healthy Pharms, Inc. Application # (if more than one): _____

	Board Role	Name	Date of Birth	Business Email	Business Address
1	President	Nathaniel L. Averill	██████████	Gnat911@gmail.com	750 Cotuit Rd. Mashpee, MA 02649
2	Vice President/ Vice Chair	N/A			
3	Treasurer	Joy R. Kolin	██████████	joykolin@gmail.com	750 Cotuit Rd. Mashpee, MA 02649
4	Clerk	Paul W. Overgaag	██████████	paul@theredhouse.com	19 Norwood Ave Somerville, MA 02145
5	Director	Steven J. Freundlich	██████████	stevenjoefreundlich@gmail.com	62 Cochituate Rd. Wayland, MA 01778
6	Director	Amy Herman-Roloff, PhD	██████████	amykateherman@hotmail.com	617 12th Ave. Stewartville, MN 55976
7	Director	N/A			
8	Director	N/A			
9	Director	N/A			

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: Healthy Pharms, Inc.

Application # (if more than one): _____

A. Member as Individuals

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

B. Member as Corporations

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

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: Healthy Pharms, Inc.

Application # (if more than one): _____

Attach bylaws.

**BYLAWS
OF
HEALTHY PHARMS, INC.**

Section 1.

ARTICLES OF ORGANIZATION, LOCATION, CORPORATE SEAL AND FISCAL YEAR

1.1 Articles of Organization. The name and purposes of the Corporation shall be as set forth in its Articles of Organization. These Bylaws, the powers of the Corporation and of its directors and officers, and all matters concerning the conduct and regulation of the affairs of the Corporation shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization.

1.2 Purpose. To engage in civic, educational and benevolent activities as per MGL Ch. 180 §4. This purpose includes making medical marijuana available to qualified patients and their personal caregivers in a safe, healthy, and clean environment that complies with the laws of The Commonwealth of Massachusetts and the directives of the Massachusetts Department of Public Health. Additionally, the purpose includes providing palliative and other services to qualified patients, as well as educational materials regarding the potential benefits and dangers associated with the use of medical marijuana.

As permitted by law, the Corporation may engage in any and all activities in furtherance of, related to, or incidental to these purposes, the activities being lawful for a Corporation formed under Chapter 180 of the General Laws of Massachusetts.

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

1.4 Corporate Seal. The director(s) may adopt and alter the seal of the Corporation.

1.5 Fiscal Year. The fiscal year of the Corporation shall end on the December 31 in each year unless the director(s) change the fiscal year by filing a certificate with the Secretary of the Commonwealth.

1.6 Annual Meeting. The annual meeting of the Corporation shall be held not later than the last day of November at such time and place, as the director(s) shall designate.

1.7 Gender. The personal pronoun "he" or possessive pronoun "his", when appropriate, shall be construed to mean "she" or "her" and the word "chairman" shall be construed to include a female.

1.8 Not-for-Profit Operation.

(a) No dividends, liquidating dividends, or distributions shall be declared or paid by the Corporation to any private individual, member, officer, or director of the Corporation.

(b) No part of the net earnings or net income of the Corporation shall inure to the benefit of any private individual or officer or director of the Corporation; provided, however, that such a person may receive reasonable compensation for sales, leases or loans, or personal services rendered which are necessary to carrying out the purposes of the Corporation.

(c) Notwithstanding any other provision of these Articles of Organization, the Corporation shall not carry on any other activities not permitted to be carried out by a Corporation that is formed under M.G.L c. 180, is a registered marijuana dispensary pursuant to 105 CMR 725.000 and is in compliance with the laws of The Commonwealth of Massachusetts.

Section 2.
NO MEMBERS

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

Section 3.
SPONSORS, BENEFACTORS, CONTRIBUTORS,
ADVISORS, FRIENDS OF THE CORPORATION

The director(s) may designate certain persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Corporation or such other title as they deem appropriate. Such persons shall serve only in an honorary capacity and, except as the director(s) shall otherwise designate, shall in such capacity have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum, and shall have no other rights or responsibilities.

Section 4.
BOARD OF DIRECTORS

4.1 Powers. The business and affairs of the Corporation shall be controlled and governed by the Board of the Directors who may exercise all the powers of the Corporation as permitted by law.

4.2 Number and Election. The director(s) shall determine the number of directors and the manner by which new directors are nominated and appointed. The names and addresses of the initial Board of Directors and Officers are:

- | | |
|------------------------------|---|
| 1. President/Chair /Director | Nathaniel L. Averill, 750 Cotuit Rd., Mashpee, MA 02649 |
| 2. Treasurer/Director | Joy R. Kolin, 750 Cotuit Rd., Mashpee, MA 02649 |
| 3. Clerk/Secretary /Director | Paul W. Overgaag, 19 Norwood Ave Somerville, MA 02145 |
| 4. Director | Steven J. Freundlich, 62 Cochituate Rd., Wayland, MA 01778 |
| 5. Director | Dr. Amy Herman-Roloff, 617 12th Ave. Stewartville, MN 55976 |

- 4.3 Term of Office. Director(s) shall determine the length and number of terms to be served by directors, and these Bylaws will then be updated to reflect such term.
- 4.4 Meetings. The Board of Directors shall hold annual meetings each year and may select the time and place for annual and other meetings of the Board. 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 by mail, facsimile or electronic transmission, at his usual or last known business or residence address of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.
- 4.5 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.
- 4.6 Quorum. At any meeting of the directors a majority of the directors then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.
- 4.7 Action by Vote. When a quorum is present at any meeting, a majority of the directors present and voting shall decide any question, including election of officers, unless otherwise provided by law, the Articles of Organization, or these Bylaws.
- 4.8 Action by Writing. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.
- 4.9 Qualifications. The directors shall at all times have and qualify for a dispensary agent registry identification card issued by the Massachusetts Department of Public Health. At any time should a director fail to qualify for a dispensary agent registry identification card or have such card revoked pursuant to 105 CMR 725.000, the director shall be deemed automatically removed from the Board.
- 4.10 Presence Through Communications Equipment. Unless otherwise provided by law or the articles of organization, directors may participate in any meeting of the Board of Directors by means of a conference telephone or similar electronic or communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 5.

OFFICERS AND AGENTS

- 5.1 Number and Qualification. The officers of the Corporation shall be a president, treasurer, clerk and such other officers, if any, as the director(s) may determine. The Corporation may also have such agents, if any, as the director(s) may appoint. An officer may, but need not, be a director. The clerk shall be a resident of Massachusetts unless the Corporation has a resident agent duly appointed for the purpose of service of process. A person may hold more than one office at the same time. If required by the director(s), any officer shall give the Corporation a bond for the faithful performance of his duties in such amount and with such surety or sureties as shall be satisfactory to the directors.

5.2 Election. In the event that officers retire or are otherwise removed, the officers of the Corporation shall be elected by the Board of Directors at the annual meeting. Each officer shall hold office until a successor shall have been elected and qualified.

5.3 Tenure. The president, treasurer and clerk may each hold office for the lifetime of the Corporation.

5.4 President. Unless otherwise determined by the directors, the president shall be the chief executive officer of the Corporation and, subject to the control of the directors, shall have general charge and supervision of the affairs of the Corporation. If no chairman of the Board of Directors is elected, the president shall preside at all meetings of the directors, except as the directors otherwise determine. The president shall have such other duties and powers as the directors shall determine.

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

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

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

Section 6.

RESIGNATIONS, REMOVALS AND VACANCIES

6.1 Resignations. Any director or officer may resign at any time by delivering his resignation in writing to the chairman of the board, if any, or the president or the clerk or to the Corporation at its principal office. Such resignation shall be effective upon receipt unless specified to be effective at some other time. If there is only one director of the Corporation, the director may not resign without appointing a new director, updating these Bylaws or dissolving the Corporation.

6.2 Removals. A sole director may not be removed unless another is appointed or the Corporation is dissolved. In the event that additional directors exist, a director may be removed with or without cause by a two-thirds (2/3) vote of a majority of the directors then in office (not including himself).

An officer may be removed for cause by unanimous vote (not including himself) only after reasonable notice and opportunity to be heard before the body proposing to remove him on the occurrence of any of the following events:

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

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

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

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

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

Section 7. COMMITTEES

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 8.
EXECUTION OF PAPERS

Except as the director(s) may generally, or in particular cases, authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made in the course of the Corporation's regular business, accepted or endorsed by the Corporation shall be signed by the president or by the treasurer. Except as otherwise provided by M.G.L. c. 180 or directed by the director(s), the president may authorize in writing any officer or agent of the Corporation to sign, execute and acknowledge such documents and instruments in his or her place and stead. The clerk of the Corporation is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the director(s) of the Corporation, provided, however, that an attestation is not required to enable a document to be an act of the Corporation.

Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Corporation by the president or a vice president and the treasurer or an assistant treasurer, who may be one and the same person, shall be binding on the Corporation in favor of a purchaser or other person relying in good faith on such instrument, notwithstanding any inconsistent provisions of the Articles of Organization, Bylaws, resolutions or votes of the Corporation.

Section 9.
COMPENSATION; PERSONAL LIABILITY

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

9.2 No Personal Liability. The director(s) and the officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation 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.

All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Corporation.

Section 10.
INDEMNIFICATION

The Corporation shall, to the extent legally permissible, indemnify any person serving or who has served at any time as a director, executive director, president, vice president, treasurer, assistant treasurer, clerk, assistant clerk or other officer of the Corporation, or at its request as a director or officer of any organization, or at its request in any capacity with respect to any employee benefit plan, and may indemnify an employee or other agent who has so served, against all liabilities and expenses, including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a director or officer (or in any capacity with respect to any employee benefit plan), except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan), in the best interest of the participants or beneficiaries of such employee benefit plan; provided, however, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise and indemnification shall be approved:

(i) by a majority vote of a quorum consisting of disinterested directors;

(ii) if such a quorum cannot be obtained, then by a majority vote of a committee of the board of directors consisting of all the disinterested directors;

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

(iv) by a court of competent jurisdiction.

If authorized in the manner specified above for compromise payments, expenses including, but not limited to, counsel fees, reasonably incurred by any such person in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Corporation in advance of the final disposition thereof upon receipt of (a) an affidavit of such individual of his good faith belief that he has met the standard of conduct necessary for indemnification under this Section, and (b) an undertaking by such individual to repay the amounts so paid to the Corporation if it is ultimately determined that indemnification for such expenses is not authorized by law or under this

Section, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

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

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

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

Section 11.
AMENDMENTS

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

Section 12.
ACTIVITIES

12.1 Investments. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the director(s), without being restricted to the class of investments which a trustee is or may hereafter be permitted by law to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction.

12.2 Loans. No moneys shall be borrowed on behalf of the Corporation and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

12.3 Deposits. All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, investment firms or other depositories as the Board of Directors shall select.

12.4 Conflict 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 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.

12.5 Audits. Within four months after the close of the Corporation's fiscal year, the Corporation will prepare reviewed financial statements in accordance with generally accepted accounting principles (GAAP) and make these statements available to any interested parties. In the event that the Corporation has total gross revenue in excess of \$500,000.00 per year the Corporation will prepare independently audited financial statements, in accordance with GAAP, and make those available to any interested parties. In the event that the Corporation becomes a Public Charity under M.G.L. Chapter 12, Section 8 et seq. or is otherwise required by the Department of Public Health or any other provision of Massachusetts law to file audited or reviewed financial statements and a Form PC, such auditing and filing will be completed in accordance with GAAP and performed in a timely manner.

Section 13.

INSURANCE

The Corporation may purchase and maintain insurance (including but not limited to insurance for legal expenses and costs incurred in connection with defending any claim, proceeding or lawsuit) on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Corporation or who, while serving in this role, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic Corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of Section 10. In addition the Corporation shall maintain liability insurance coverage in compliance with 105 CMR 725.105(Q).

Section 14.

CORPORATE INTEGRITY POLICY

It is the policy of the Corporation to encourage and enable directors, officers, and employees to make reports where they believe, in good faith, that acts or omissions unlawful under the laws of the Commonwealth of Massachusetts or unethical may have occurred. With this goal in mind, no one who, in good faith, makes a report shall be subject to retaliation in any form, including adverse employment consequences. Moreover, an employee who retaliates against someone who has made a good faith report is subject to discipline up to and including dismissal from the volunteer position or termination of employment. If after an investigation, the claim is determined to have been made in bad faith or was knowingly false, the individual making the claim will immediately have his or her position in the Corporation revoked.

Section 15.

ANTITRUST POLICY

It is the policy of the Corporation to comply fully with all federal and state antitrust laws, which prohibit companies from working together to restrict competition. It is also the policy of the Corporation that it

and its director(s) and officers are informed about antitrust laws and recognize possible antitrust issues or questions.

It is legal for competitors within the medical marijuana industry to work together, unless such work unlawfully restricts competition within the industry. Although the Corporation's activities generally do not present antitrust issues, to ensure against inadvertent violations of federal and state antitrust laws, directors, except to insure that prices are reasonable and affordable for the Corporation's patients, and to prevent diversion for non-medical purposes, officers and employees shall not discuss with competitors:

- Increasing, decreasing, or stabilizing prices for medical marijuana or related products and services;
- Establishing market monopolies for Member products or services;
- Refusal to deal with a company because of pricing or distribution practices for medical marijuana or related products or services;
- Strategies or plans to give business or remove business from a specific company.

Furthermore, directors, officers, and employees shall not engage in any actions or understandings arising in the context of the Corporation's activities which appear to be anti-competitive in purpose or inconsistent with this policy.

In the event that additional directors are appointed, and Board of Director meetings occur, Corporation meetings shall follow a pre-approved agenda and meeting minutes will be prepared and available. Any questions regarding antitrust issues and the Corporation's activities shall be directed to the Chair of the Board, if any, and referred to counsel if deemed necessary.

Section 16. DISSOLUTION

Dissolution of the Corporation will comply with M.G.L. Chapter 180, s. 11. The director(s) may authorize a petition for the dissolution of the Corporation. A two-thirds vote will be required for such dissolution. The Articles of Dissolution form will be filed with the Massachusetts Secretary of State. All annual reports for the last ten years will be filed with the Secretary of State. A letter to the Massachusetts Department of revenue on the Corporation's letterhead will be sent stating that the Corporation is dissolving. All outstanding business will be completed. All outstanding debts will be paid. Any remaining funds in the Corporation will be distributed as per the direction of the director(s) at the meeting authorizing the dissolution. A notice will be published in a newspaper of regular circulation in the County where the Corporation is located.

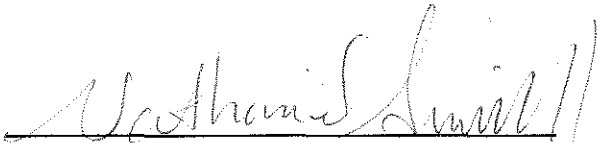
In the event that the dissolution also requires the Medical Marijuana Dispensary to close, i.e. the dissolution is not because of a transfer of the Dispensary to another nonprofit entity, the following actions will also take place: the Department of Public Health will be notified; the patients and caregivers that obtain medical marijuana will be notified of the Corporation's dissolution via mail, or in-person if the opportunity to notify the patient or caregiver arises prior to the closing of the doors of the

Corporation's place of business; any remaining medical marijuana and products that contain medical marijuana will be destroyed at the time the doors of the Registered Marijuana Dispensary are closed, or disposed of in any way consistent with the direction of the Massachusetts Department of Public Health and the policies and procedures of the dispensary.

Section 17.
SEVERABILITY

The invalidity or unenforceability of any provisions of these Bylaws shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

These Bylaws have been amended and adopted by a vote of the board as per Section 11 and affirmed by the Incorporator as an officer of the Corporation on this 16th day of November, 2013.




Nathaniel L. Averill, Incorporator and Executive Director

"I, Paul Overgaag the Clerk of Healthy Pharms Inc., hereby attest that these are the bylaws of Healthy Pharms Inc., and that these bylaws have been duly adopted by a vote of the Board of Directors on 18th day of November, 2013.

Date:

Signed,



Paul Overgaag

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: Healthy Pharms, Inc.

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

YES

NO

**PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)**

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

Corporation Name: Healthy Pharms, Inc.

Application # (if more than one): _____

	Corporation Name	Chief Executive Officer	CEO Business Phone & Email	Corporation's Board Officers	Corporate Relationship to Applicant
1	NA	NA	NA	President/Chair: Treasurer: Clerk/Secretary:	NA
2	NA			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: Healthy Pharms, Inc.

Application # (if more than one): _____

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Jason Picard	774 276 6564 jasonpicard67@gmail.com	Mr. Picard reported to Mr. Averill	Bristol-Myers Squibb, Devens, MA 2007 to April 2012 Abbott Bioresearch, Worcester, MA 2000 to 2004
2	Edwin Smith	508 817 6852 edwin.c.smith@gmail.com	Mr. Smith reported to Mr. Averill	Bristol-Myers Squibb, Devens, MA 2007 to April 2012 Abbott Bioresearch, Worcester, MA 1997 to 2004
3	David Schwabe	508 817 7243 schwams@gmail.com	Mr Averill reported to Mr. Schwabe	Bristol-Myers Squibb, Devens, MA 2007 to Spring 2011 MedImmune, Inc., Gaithersburg, MD 2004 to 2005 Abbott Bioresearch, Worcester, MA 1997 to 2004

EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: Healthy Pharms, Inc.

Application # (if more than one): _____

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1	Executive Director	Nathaniel L. Averill	██████████	Gnat911@gmail.com (508) 207-3979	750 Cotuit Rd, Mashpee, MA 02649
2	Chief Financial Officer	Paul W. Overgaag	██████████	paul@theredhouse.com (617) 549-6840	19 Norwood Ave, Somerville, MA 02145
3	Director of Operations	Steven J. Freundlich	██████████	stevenjoefreundlich@gmail.com 617-9014879	62 Cochituate Rd, Wayland MA, 01778
4	Non Profit Compliance Specialist	Joy R. Kolin	██████████	joykolin@gmail.com +254 772 913 992	750 Cotuit Rd. Mashpee, MA 02649
5	Medical Operations Specialist	Amy Herman-Roloff, PhD	██████████	amykateherman@hotmail.com +254.735.550.562 or +1.404.490.7515	2180 Harare Place Dulles, Virginia 20189
6	HR Manager	Brynna Ledyard	██████████	hooladogs@hotmail.com 617-549-3560	19 Norwood Ave, Somerville, MA 02145

ORIGINAL

7	Security Director	Richard M. Stanley	██████████	rstanley@rmsassociates.us 978-265-4304	65 Bridges Lane North Andover, MA 01845
8	Dispensary Manager	Kelly Jackson	██████████	jibblebibble@gmail.com 240-405-4705	30 Victoria St., Unit 3, Somerville, MA 02144

RESUMES FOR EXECUTIVE MANAGEMENT TEAM (Exhibit2.2)

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

Corporation Name: Healthy Pharms, Inc.

Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Executive Director	Nathaniel L. Averill
2	Chief Financial Officer	Paul W. Overgaag
3	Chief Operations Officer/Director of Operations/Other	N/A
4	Other (specify): Non Profit Compliance Specialist	Joy R. Kolin
5	Other (specify): Medical Operations Specialist	Dr. Amy Herman-Roloff
6	Other (specify): HR Manager	Brynna Ledyard
7	Other (specify): Security Director	Richard Stanley
8	Other (specify): Dispensary Manager	Kelly Jackson

Nathaniel Averill, Executive Director
Healthy Pharms, Inc.
(508) 207-3979
gnat911@gmail.com

Summary:

- Over 20 years' experience in industrial-scale biotech manufacturing. Technical expertise in fermentation equipment and processes.
- GMP/regulatory/compliance knowledge and troubleshooting/diagnosis experience.
- A proven ability to coordinate and oversee highly complex projects.
- Ability to optimize manufacturing operations resulting in greater success rates and increased efficiency.

cGMP Production Consultant
The Quantic Group

Present

- Consultant on international assignments, performing quality and regulatory compliance assessments for biotech pharmaceutical and vaccine facilities. Develop and implement remediation plans as needed.

Associate Director, Technical Operations
Bristol-Myers Squibb
Devens, MA

2007 to April 2012

- Responsible for the cell culture operations and startup of a highly automated, 150,000L production scale, bioreactor facility.
- Oversee the transition from construction phases, validation phases, startup through GMP manufacturing of all cell culture equipment and areas.
- Developed automation designed for cell culture operation using fully automated electronic batch records.
- Designed workflows and valve positioning set points for Delta V implementation for all cell-culture equipment.
- Responsible for hiring and developing a highly skilled and coordinated cell culture staff, inoculum through harvest operations.
- Member of a cross-functional team responsible for the development of strategies for shakedown testing and CIP/SIP validation.
- Implemented E2500 risk analyses principals in order to reduce testing and streamline operations.

Associate Director, Development
MedImmune, Inc.
Gaithersburg, MD

2004 to 2007

- Responsible for the daily management of cell culture operations in a multi-product manufacturing facility for the production of clinical supplies.
- Represented Manufacturing during the design, construction, commissioning and startup of MedImmune's new clinical manufacturing facility.

- As part of a cross-functional team including Engineering, Facilities, Quality, and Manufacturing, participated in the design of the new facility and all associated process equipment.
- In conjunction with Controls Engineering, designed and developed process control systems, data collection and reporting systems for the new facility.
- Managed the production personnel involved in equipment FATs, SATs, commissioning, validation activities and all other startup activities.
- Managed the development all SOPs, batch records and other GMP documentation for use in the new manufacturing facility.
- Implemented new batch record and SOP formats that significantly simplified documentation and helped reduce deviations by 75%.
- Implemented numerous equipment upgrades in MedImmune's existing clinical facility, which resulted in a more robust and reproducible manufacturing process.
- Prepared and delivered technical presentations and reports to senior staff.
- Performed investigations arising during clinical manufacturing and author deviation and investigation reports.
- Member of a task force that defined corporate manufacturing policies and developed Quality guidelines through all phases of clinical and commercial production.

Fermentation Manager**2000 to 2004**Abbott Bioresearch Center
Worcester, MA

- Responsible for the daily operation of large-scale microbial and mammalian cell culture processes in three production suites; these operations included primary recovery steps such as harvest, column chromatography and ultra-filtration. Two suites were dedicated to commercial manufacturing, while the third suite produced clinical products for contract consumers.
- Managed three production crews, totaling approximately 30 people.
- Led the technical transfer team for all contract-manufacturing projects, and acted as the project manager and customer liaison as needed.
- Oversaw equipment and process improvements that resulted in a 100% increase in production capacity.
- Participated during multiple successful regulatory audits with FDA, EMEA, and Canadian authorities.
- Wrote and revised batch records to increase operational efficiency and reduce operator error-related deviations.
- Performed and prepared investigations as necessary.
- Instituted self-audit program, which raised awareness of GMP issues and overall compliance level in the manufacturing areas.
- Responsible for trouble-shooting process and equipment-related issues.
- Scheduled all validation, calibration and preventive maintenance activities.
- Developed and implemented an employee evaluation tool to allow technicians of all levels to be reviewed by the same standards.

Fermentation Supervisor II

1997 to 2000

Abbott Bioresearch Center
Worcester, MA

- Responsible for the supervision of a microbial fermentation and recovery area, conducting multiple projects at large scale.
- Spearheaded startup activities and validation of a third-party cell culture manufacturing area.
- Served as the point person for two audits by the German Health Authorities.
- Participated in PAI preparation activities.
- Developed the preventive maintenance schedules for process equipment; generated work orders and calibration requests.
- Trained operators on equipment, techniques, technical issues and safety practices.

Fermentation Supervisor I

1994 to 1997

BASF Bioresearch Corporation
Worcester, MA

- Responsible for the technology transfer and scale-up of new fermentation processes.
- Scheduled and oversaw a microbial fermentation and recovery area, conducting multiple projects at large scale.
- Designed and implemented a successful training program for operations staff.
- Wrote and revised batch records and SOPs for equipment and operations.
- Assisted in and managed the training of operators on equipment use and safety.
- Tracked and evaluated fermentation data.
- Authored batch and campaign summaries and presented these to senior management at project update meetings.
- Optimized fermentation and recovery processes at production scale.
- Coordinated all startup and validation activities for a second fermentation and primary recovery area.

Additional Work Experiences:

- A key member of the startup team for BASF's multi-product manufacturing facility.
- Employment at two additional biotech companies at associate levels for a total of three years.
- Internship and Research Technician position at University of Massachusetts Medical School.
- Taught the fermentation section for a biotech course at Quinsigamond Community College and for one season at WPI's certificate program.

Education

Studies toward Master of Science – Major: Biotechnology; Minor: Management
Worcester Polytechnic Institute, Worcester, MA

Bachelor of Science - Major: Biology, focus on Biotechnology; Minor: Chemistry and Art
Worcester State College, Worcester, MA

Paul Overgaag, Chief Operations Officer
Healthy Pharms, Inc.
 617.549.6840
 paul@theredhouse.com

Overview of Skills & Abilities

- Experienced in opening and operating successful new businesses within a densely populated, competitive environment throughout the last 25+ years.
- Established reputation within the local business community while maintaining good relations with local government and inspection authorities, and well-versed in permit processes at both state and local levels.
- Skilled at mentoring, guiding and overseeing management in a multi-faceted business model.
- Strong ability to communicate and build consensus on matters pertinent to the local business community.
- Keen problem-solving capability, always open to learning and researching new angles and ideas, highly adept at developing new strategies in a fast-changing economic climate.

Professional Experience

Investor, Director of Finance & Administration **2009 – Present**
Charlie's Redhouse Farm
Winchendon, MA

- Work directly with farm coordinator to develop yearly growing plan and sales goals.
- Administration of the farm's finances and organic certification.

Owner, Chef **2003 – Present**
The Red House Restaurant
Cambridge, MA

- As owner, chief coordinator of management in all divisions; administrator of finances.
- As chef, execution of all kitchen duties; overseeing decisions with regard to menu, food cost, marketing, and presentation.

Owner **1998 – Present**
Charlie's Kitchen
Cambridge, MA

- Coordinate closely with the general manager in all aspects of operation; administrator of finances.

Chef, Owner **1989 – 2002**
Ristorante & Caffé Giannino
Cambridge, MA

Chef, Manager, Partner **1984 – 1989**
Goodies to Go
Lexington, MA

Additional Food Retail Experience:

The Cellar, Macy's, New York, NY: Food preparation, catering, customer service

Food Emporium, New York, NY: Departmental and store management

J. Bildner's & Sons, Boston, MA: Store management, opened several new locations (1979 – 1984)

Education

1979 Karol van Hoogendorp Scholengemeenschap M.D.S., Rotterdam, The Netherlands

Vocational degree in Retail & Marketing

1976 St. Antonio's M.A.V.O., Delft, The Netherlands

General diploma

STEVEN J. FREUNDLICH

Director of Operations, Healthy Pharms, Inc.

Phone: [REDACTED]

E-mail: stevenjoefreundlich@gmail.com

EMPLOYMENT EXPERIENCE**Brandeis University** - *Adjunct Professor & Lecturer* (2006 – 2007)

Advanced Development Planning and Implementation with the graduate-level Sustainable International Development Program

Management Sciences for Health - *Team Leader* (2006)

Led the design of Bid Documents for a planned Health Sector Project in India

USAID/India – *Short-Term Advisor* (2005)

Designed Phase III of an ongoing bilateral project, including a Statement of Work and budget, which were the core for a Request for Proposals to implement the new activities

USAID/Kenya - *Strategic Planning Specialist* (2004)

Edited and finalized the Integrated Strategic Plan (ISP) for an AID/Washington review of the mission's revised and updated 5-year strategy

REDSO/East & Southern Africa - *Editor and Writer* (2003)

Completed the final version of the 2004 Congressional Budget Justification for the REDSO/ESA, the Burundi, the Djibouti and the Somalia Programs

USAID/India – *Technical Advisor* (2001 - 2003)

Completed the following: directed design team for Health/Family Planning Program; drafted & supported presentation of Parameters Paper for a new, multi-year Country Development Strategy; drafted Sector Assessments SOW for proposed new Strategic Objectives; simultaneously, guided 3 design teams for New Activities Documentation; & 'virtually' led team in developing RFP SOW for a new regional program (2001 - 2003)

USAID/Nigeria – *Technical Advisor* (2000 - 2002)

Completed a series of short-term assignments in Lagos, Abuja and Ghana, completed the following: developed a staffing pattern and positions descriptions for a new S.O. team and office; drafted the Statements of Work for a number of technical advisory teams; various MAARDs, SOWs, and budgets to amend existing interagency agreements; and edited the initial draft of Annual Report to USAID/W

Caribbean Resources International (CRI) – *Short-Term Advisor* (1999)

Developed the Terms of Reference for a USAID/Tanzania RFP for a multi-year Results Package to award grants to NGOs in the Health Sector.

U.S. Agency for International Development (USAID)

Senior Career Foreign Service - Program Officer and Supervisory Project Development Officer (1976-1998)

U.S. Foreign Service Retirement (1998)

Deputy Director, Program Office Asia/Near East Bureau AID/Washington D.C. (1997-1998)

ORIGINAL
STEVEN J. FREUNDLICH

Director, Regional Project Development and Program Support Office, Nairobi, Kenya (1990-1997)
Chief, Project Design and Implementation Office, New Delhi, India (1986-1990)
Long-Term Training at Foreign Service Institute/Georgetown University (1985-1986)
Supervisory Project Officer, Asia/Near East Bureau, Washington D.C. (1983-1984)
Officer In-Charge, Lebanon Desk, Washington D.C. (1981-1983)
Project Development Officer, Project Office, Kathmandu, Nepal (1978-1981)
International Development Intern, Congressional Liaison Office, Washington D.C. (1976-1978)

International Center in New York City - Executive Director (1974-1976)

UNICEF Headquarters - Special Assistant to the Director of worldwide Planning (1972-1973)

The United Nations Association of the USA - Senior U.N. Reporter (1971-1972)

NYC Housing Department – Area Coordinator, Cooperative Development Unit (1969-1970)

Peace Corps – Poultry Cooperative Development Volunteer, Bhopal, India (1967-1969)

EDUCATION

Columbia University, School of International Affairs/School of Journalism: Joint Masters Degree (1973)

Columbia University, South Asia Institute: Thesis on Bangladesh-Economic & Political Emergence (1972)

The City College of New York City: International Affairs, Bachelor of Arts Degree (1967)

SPECIAL TRAINING

The Foreign Service Institute/George Washington University: 1-year Masters Degree Economics (1985)

The U. of Kentucky, Center for Developmental Change: Peace Corps Advance Training Program (1966)

LANGUAGES

Hindi (S-3, R-2)

Nepalese (S-3, R-3)

German (S-4 R-2)

Urdu (S-2)

Hebrew (S-1, R-1)

Spanish (S-1)

Joy Kolin, Non Profit Compliance Specialist
Healthy Pharms, Inc.
joykolin@gmail.com

General Background and Skills

Joy Kolin is a senior international development manager with over 15 years of experience in project management, organizational and institutional development, leadership development, and strategic planning. She is proficient in all aspects of international development project elements, including resource mobilization, contract and grant negotiation, contract and grant management, management of local and international staff, donor reporting, and partner development. Ms. Kolin has working and living experience in Africa, the Middle East, and Asia. She has a BA in International Relations from Hebrew University and an MA in International Relations (focus on conflict management and international economics) from the School of Advanced International Studies (SAIS), John Hopkins University. Ms. Kolin is a native English and Hebrew speaker, fluent in French, and intermediate-level Arabic.

Director Business Development, (2010 - Present)
Center for Leadership and Management (CLM), Management Sciences for Health (MSH)
Cambridge, MA

- Provided technical inputs and developed technical strategies to proposals ensuring compliance with MSH quality standards and donor requirements.
- Reviewed all strategic partnering decisions in consultation with the vice president for CLM.
- Managed multi-year USAID-funded capacity building projects. Drafted work plans, program reports and marketing materials for projects.
- Was responsible for all stakeholder engagements; donors, corporations, governments and nonprofits.
- Worked closely with Technical Quality and Innovation (TQI) director to incorporate new state-of-the-art technical designs that can be incorporated into proposals.
- Provided short-term technical assistance to MSH projects and organizations in work planning, budget development and resource mobilization.
- Developed and maintained agile systems and procedures which synchronize with Center and project activities.

Director of International Project Development (DIPD), (2007 - 2010)
Business Resource Development Office, Management Sciences for Health (MSH)
Cambridge, MA

- Led and managed the development and design of public health proposals focusing on HIV/AIDS, malaria, TB, family planning/reproductive health, supply chain management, organizational capacity building, human resources for health and leadership, and management.

- Led and maintained relationships with partner organizations and developed new relationships with local and international organizations.
- Participated in field-based business development activities; implemented intelligence gathering and positioning strategies, and visits to field projects; prepared for new projects and follow-up, including review of internal and external evaluations of projects.

Program Manager, (2004–2007)
National Conference of State Legislatures
Washington, D.C. & Algiers, Algeria

- Led and managed multi-year democracy building and capacity building training, and technical assistance programs for parliaments and NGOs in North Africa and the Middle East.
- Drafted all work plans and budgets, as well as program quarterly and final reports for donors.
- Established systems, policies and procedures for project management.
- Reviewed monthly expense reports and was responsible for preparing pipeline budgets.
- Created, designed and drafted all training modules, seminars, workshops, study tours, and regional conferences. Technical themes included legislative oversight, constituent relations, working with the media and civil society, bill drafting, legislative research, the legislative process, and relations with the executive branch.
- Facilitated and carried out training seminars and workshops in Morocco, Algeria, Tunisia, and Lebanon (in French) and the UAE.
- Developed monitoring and evaluation tools, and carried out monitoring and evaluation visits to assess program process.


Education

Master of Arts, International Relations
Johns Hopkins School of Advanced International Studies, SAIS, Washington, D.C., 2003

Bachelor of Arts, International Relations
Hebrew University, Jerusalem, Israel, 1997

Amy Herman-Roloff, Ph.D., M.P.H.**Medical Operations Specialist, Healthy Pharms, Inc.**

Mail: 2180 Harare Place
Dulles, Virginia 20189

Mobile: 

Email: amykateherman@hotmail.com
ahermanroloff@cdc.gov

Professional Experience**Chief Science Officer**

Centers for Disease Control and Prevention (CDC), Harare, Zimbabwe: 08/2013 - present

- Designing and implementing cutting-edge studies among key populations, including female sex workers and men who have sex with men, throughout Zimbabwe to provide critical insights for program improvement
- Directing the protocol, abstract, and manuscript review process for CDC/Zimbabwe to ensure quality research and dissemination activities internally and among CDC-funded partners
- Participating in CDC-wide efforts to develop and standardize data collection tools and methods across countries in order to improve the quality of research and allow for regional analyses of trends among key populations in the HIV pandemic

Regional Researcher for East Africa

Population Services International, Nairobi, Kenya: 12/2010 – 07/2013

- Implemented innovative research (qualitative and quantitative) as a Principal Investigator (PI) for over 20 studies in seven countries throughout the East Africa region; studied design development, sampling protocols, questionnaire development, analysis, and dissemination
- Assessed PSI's M&E function in five countries, and developed a strategy to improve data management and use to enhance routine, data-driven decision-making
- Interfaced with multiple donors, including USAID and CDC, around proposal development, routine reporting, and technical deliverables
- Built capacity among host country researchers and programmers to design studies, oversee data collection, analyze data, and interpret and apply results
- Collaborated with host country researchers to develop annual research portfolios
- Ensured ethics standards were met and maintained for research studies conducted in the region
- Disseminated results through local, national, and international conferences and journals
- Managed research staff in PSI country offices through matrix management

Research Project Coordinator – Department of Epidemiology

A collaboration between the University of Illinois Chicago and Nyanza Reproductive Health Society, Kisumu, Kenya: 10/2007 – 11/2010

- Principal Investigator for a research study assessing the safety and acceptability of the scale-up of voluntary medical male circumcision (VMMC) as an HIV prevention strategy in health facilities in Nyanza Province, Kenya (n ≈ 4,000 participants)
- Developed data collection instruments for the study (qualitative and quantitative)
- Developed technical infrastructure, including database development and PDA programming
- Supervised a team of 12
- Provided technical assistance to the national and provincial VMMC task forces to standardize monitoring and evaluation practices between partner organizations and the government of Kenya
- Analyzed qualitative and quantitative data
- Disseminated findings through publications and at national and international conferences
- Developed staff capacity through mentorship of three Kenyan national staff/fellows

Project Director for the "Evaluation of MCH Epidemiology in State Health Agencies" – Department of Epidemiology

University of Illinois Chicago, Chicago, IL, USA: 1/2005 – 9/2007

- Managed the daily operations of the cooperative agreement, co-funded by CDC and ASPH
- Lead primary data collection (50 states) and the secondary data acquisition and management efforts
- Contributed to the data analysis (qualitative and quantitative) of MCH structures, processes, and outputs that collectively lead to effective MCH epidemiology in state health agencies
- Authored reports, presentations, and a manuscript
- Supervised support staff

Assistant Director – Enhanced Surveillance Unit

Cook County Department of Public Health (CCDPH), Oak Park, IL, USA: 2004-2005

- Created and supervised the Enhanced Surveillance Unit from its inception, including strategic planning, hiring and staff management
- Implemented the first syndromic surveillance system in the state of Illinois, which included obtaining signed data sharing agreements from many partners including healthcare providers, laboratories, pharmacies, retail outlets, and schools
- Secured additional funding for the roll-out and expansion of the ESSENCE surveillance system
- Developed and utilized databases and GIS techniques to monitor infectious disease trends
- Facilitated the planning process for the infectious disease components of CCDPH response plans (e.g., West Nile Virus, SARS, and federal BioNet initiative response plans), and participated in the Incident Command structure for response
- Wrote and disseminated surveillance reports, newsletters and website updates

Public Health Specialist (Contract position) – CDC* Quarantine Station

O'Hare Airport, Chicago, Illinois, USA: 2003 – 2004

- Enforced CDC's communicable disease control and surveillance practices at an international port
- Designed and improved multiple Microsoft Access databases
- Facilitated agreements with hospitals in the Midwest for emergency preparedness purposes

Program Manager – The Nevirapine Program (to reduce mother-to-child transmission of HIV)

Selian Lutheran Hospital, Arusha, Tanzania: 2002

- Designed and implemented the program and associated M&E system through the hospital's Maternal and Child Health Clinic
- Trained hospital staff and over 300 community leaders about the program
- Coordinated 12 hospital staff members
- Authored a successful grant application to fund the program and M&E system

Research Assistant – Department of Epidemiology

University of Minnesota, Minneapolis, Minnesota, USA: 2001-2003

Project Northland Chicago – a randomized group trial to reduce underage alcohol consumption in Chicago, Illinois, USA

- Developed a data collection protocol to survey alcohol signage around 65 project schools
- Evaluated pilot data to assess the data collection protocol
- Supervised project staff (drafting protocol, training, pilot testing, etc.)
- Participated in school-based training and focus group evaluation

Project on Neighborhood Effects in Community Trials for Cardiovascular Disease (CVD)

- Utilized GIS analysis to evaluate the Pawtucket Heart Health Program data to identify and quantify community-level social predictors of cardiovascular disease
- Conducted literature reviews for journal articles and grant applications

Scientist – Famine Early Warning System (FEWS Net)**

EROS Data Center, Sioux Falls, South Dakota, USA: 2000-2001

- Utilized GIS to monitor identified causes of famine in Africa (disease, climate, economy, etc.)

* Constella Group Inc. hired me as a contractor for The Centers for Disease Control and Prevention.

** FEWS Net is a USAID-funded activity that serves 16 African countries.

Skills

Languages: English (native) and Kiswahili (proficient)

Software: ArcGIS, SAS, SPSS, STATA, EPI-Info, Visual CE, and Microsoft Office.

Select Publications, Presentations, Awards, and Professional Activities**Select Publications and Presentations**

- 2013 S. Aloo, M. Mbondo, J. Wanderi, S. Kaimenyi, **A. Herman-Roloff**, C. Oduor. "Family Planning Method Switch and Discontinuation Among Women Aged 15-24 years in Kenya." Accepted for an oral presentation at the International Conference on Family Planning, Addis Ababa, Ethiopia, November 12-15, 2013.
- J.P. Nzabonimpa, A. R. Gasasira, B. Chittou, E. Mutunge, A. Ahayo, P. Ndimubanzi, C. Mukamusoni, P. Mugwaneza, S. Nsanzimana, A. Jenkins, **A. Herman-Roloff**, P. Raghunathan. "Behavioral Risk Factors for HIV Infection among Clients Attending HIV Testing and Counseling (HTC) Services offered in Youth Friendly Centers (YFC) and Outreach Settings, 2009-2010." Poster presented at the 4th East Africa Health and Science Conference, Kigali, Rwanda, March 27-29, 2013.
- F. Ndagije, J.P. Nzabonimpa, B. Chittou, A. R. Gasasira, P. Mugwaneza, A. Ahayo, E. Mutunge, S. Nsanzimana, P. Ndimubanzi, C. Mukamusoni, A. Jenkins, **A. Herman-Roloff**, P. Raghunathan. "Contraceptive Use in Clients Attending HIV Testing and Counseling Services in Youth-Friendly and Outreach Settings, 2009-2010." Presentation at the 4th East Africa Health and Science Conference, Kigali, Rwanda, March 27-29, 2013.
- 2012 **Herman-Roloff, A.**, R.C. Bailey and K. Agot. "Factors Associated With the Safety of Voluntary Medical Male Circumcision in Nyanza Province, Kenya." World Health Bulletin. October 2012; 90: 773–781.
- B. Chitou, F. Ndagije, J.P. Nzabonimpa, A. Ahayo, A. R. Gasasira, A. L. Jenkins, P. Ndimubanzi, E. Mutunge, P. Ugwaneza, C. Mukamusoni, **A. Herman-Roloff**, A. Plautz, P. L. Raghunathan. "Retesting and HIV Sero-conversion among Self-Reported Previously Uninfected Clients Attending HIV Testing and Counseling Services in Rwanda, 2009-2010." Poster presented at the International AIDS Conference, Washington, DC, July 22-27, 2012.
- 2011 Mutamba, Diane, **Herman-Roloff, Amy**, Ngabo, Fidele, Sall, Aissata, Williams, Kemi, Jenkins, Alison. "12+ - An Innovative Pilot Program to Empower Young Adolescent Girls for Better Health in Rwanda." Presentation at the 16th International Conference on AIDS and STIs in Africa, Addis Ababa, December 7, 2011.
- Herman-Roloff, A.**, R.C. Bailey and K. Agot. "Factors Associated With the Early Resumption of Sexual Activity Following Medical Male Circumcision in Nyanza Province, Kenya." Presentation at the 16th International Conference on AIDS and STIs in Africa, Addis Ababa, December 6, 2011.

- Rosenberg, D., **Herman-Roloff, A.**, Kennelly, J., Handler, A. "Factors Associated with Improved MCH Epidemiology Functioning in State Health Agencies." *Maternal and Child Health Journal*: Volume 15, Issue 8 (2011), Page 1143-1152. 2011 November 15.
- Herman-Roloff, A.**, Bailey RC., Agot K. "Factors Associated with the Early Resumption of Sexual Activity Following Medical Male Circumcision in Nyanza Province, Kenya." *AIDS and Behavior*. 2011 November 4.
- Herman-Roloff, A.**, Otieno N., Agot K, Ndinya-Achola J, Bailey RC. "Acceptability of Medical Male Circumcision Among Uncircumcised Men in Kenya One Year After the Launch of the National Male Circumcision Program." *Plos One*. 2011 May 16.
- Herman-Roloff, A.**, Llewellyn E., Obiero W., Agot K, Ndinya-Achola J, Muraguri N., Bailey RC. "Implementing Voluntary Medical Male Circumcision for HIV Prevention in Nyanza Province, Kenya: Lessons Learned During the First Year." *Plos One*. 2011 April 4.
- 2010 **Herman-Roloff, A.**, Agot K., Ndinya-Achola J., Bailey RC. "Medical male circumcision for HIV prevention in Kenya: a study of service provision and adverse events." Poster presented at the International AIDS Society conference, Vienna, Austria, 18-23 July 2010.
- Herman-Roloff, A.**, Agot K., Ndinya-Achola J., Bailey RC. "Voluntary medical male circumcision: an assessment of adverse events." Presented at the University of Nairobi Collaborative STI/HIV Conference, Kenya, 25-29 January 2010.
- 2009 **Herman-Roloff, A.**, Llewellyn E., Agot K., Bailey RC. "Using health facility assessment data to strategically roll-out male circumcision in Nyanza province, Kenya: a mixed method approach." Poster and presentation at the International AIDS Society conference, Cape Town, South Africa, 19-22 July 2009.
- Herman-Roloff, A.**, Agot K., Ndinya-Achola J., Bailey RC. "A monitoring and evaluation study to assess the implementation of male circumcision for HIV prevention in Kenya: an interim analysis." Poster presented at the International AIDS Society conference, Cape Town, South Africa, 19-22 July 2009. This poster was selected by the Scientific Programme Committee for distinction based on merit.
- Llewellyn, E., **Herman-Roloff, A.**, Agot, K., Bailey, RC. "Assessment of resources for the delivery of comprehensive male circumcision services in Nyanza Province: experiences from Nyando District." Presented at the University of Nairobi Collaborative STI/HIV Conference, Kenya, January 2009.
- 2006 Rosenberg, D., **Herman-Roloff, A.**, Kennelly, J., Handler, A., Rochat, R. "MCH Epidemiology in State Health Agencies: Pathways to Effectiveness." Plenary presented at the Maternal and Child Health Epidemiology Conference in Atlanta, GA, on December 7, 2006.
- 2005 **Herman-Roloff, A.** "ESSENCE Syndromic Surveillance System." Presented at the Illinois Bioterrorism Summit in St. Charles, IL on July 19, 2005.

Select Awards

- Lincoln High School Alumni Hall of Fame, Sioux Falls, SD, 2011
- Walter Judd Fellowship and Cecilia Goetz Scholarship, Tanzania, 2002
- U.S. State Department, National Security Education Program Scholarship, Kenya, 1999-2000
- Volunteer of the Year for Lutheran Social Services' refugee resettlement program, 2000

Peer Review Editorial Activities

- Journal of Pediatrics
- PLOS One

Education

Doctor of Philosophy in Epidemiology (Ph.D.), May 2011

University of Illinois at Chicago, Chicago, IL, USA

Substantive Areas: 1) Infectious Disease Epidemiology; 2) Public Health Surveillance

Dissertation Title: A Monitoring and Evaluation Study to Assess the Implementation of Male Circumcision as an HIV Prevention Strategy in Kisumu and Nyando Districts in Kenya.

Master of Public Health Epidemiology (M.P.H.), June 2003

University of Minnesota, Minneapolis, Minnesota, USA

Master's Thesis Title: Community Trials and Geographic Information Systems (GIS): An Analysis of Neighborhood Heterogeneity and Dose-Response

Bachelor of Arts (BA), Physics and English Literature and Writing, May 2000

Bethel College, St. Paul, Minnesota, USA

Bryinna Ledyard

Human Resources Manager, Healthy Pharms, Inc.

19 Norwood Avenue, Somerville, MA 02145
617.549.3560 hooladogs@hotmail.com

Skills

MS Word & Excel, Quickbooks, Open Table reservations system, Micros POS 3700; strong interpersonal, phone & organizational skills; focus & attention to detail

Experience

March, 2003 – Present, The Red House Restaurant, Cambridge, MA

Dining Room Manager, fast paced casual dining restaurant

Opened new dining establishment to Harvard Square public

Provided administrative support during licensing & permitting processes

Hired, trained, scheduled & supervised management & service staff

Initiated use of computerized touch screen reservations, POS systems
& handheld devices for servers

Managed reservations for main dining room, as well as three private dining rooms

Maintained the restaurant's website & managed on-line PR via Facebook,
Twitter & Open table

Worked with chef regularly on seasonal menu changes & specials

Coordinated events for restaurant clientele, ranging up to 100 guests

Executed some kitchen duties & made desserts

November, 1993 – November, 2002, Ristorante Giannino, Cambridge, MA

Dining Room Manager, busy Harvard Square Northern Italian eatery

Hired, trained & supervised service staff

Answered phones, seated dining room, provided customer service on a daily basis

Managed reservations for a 90-seat dining room

Reconciled daily (& tracked monthly) sales activity

Maintained liquor inventory; ordered liquor & supplies

Executed all administrative duties, including menu & correspondence

Managed accounts payable & receivable using Quickbooks

Created Frequent Diner program, maintained reliable customer data base,
managed direct-marketing campaign

Coordinated events of all types & sizes for restaurant clientele

July, 1992 – November, 1993, Café Giannino, Cambridge, MA

Manager, high-volume take-out bakery/café

Hired, scheduled, & supervised staff

Reconciled daily sales activity

Ordered supplies & food stuffs

Created daily menus & specials

Marketed & expanded catering program

Coordinated catering events of all sizes from food preparation to delivery, set-up & clean-up

Managed accounts payable & receivable for catering clientele

Education

1990, B.A. in Art History, Clark University

Special Interests

Crafts, art, travel

Bristol Myers-Squibb

Devens, MA

(2012-2013) Lead, Manufacturing Compliance

Project driven compliance improvement

Example projects and skills

Perform gap analysis of BMS procedures compared to industry guidelines
Identify compliance gaps and work with manufacturing staff, QA to resolve
Recipe review and remediation team
Author, review QEs and CAPAs
Review, revise, create SOPs and workflows
Resolve site conflicts with company-wide directives
Lead resolution for select FDA CAPAs
Manufacturing representative for Environmental Action Committee
Developed and delivered gowning training program

Develop and deliver training material resulting from CAPAs/ QEs
Develop aseptic technique and qualification program
Gowning
Deliver facility and process overviews and tours
Inoculum prep, cell bank, aseptic technique SME for multiple regulatory
Inspections
Manufacturing representative for internal audits
Operational excellence team - reduced cadence project
Compliance share point site maintenance

(2011-2012) Project Lead, Cell Culture

Project management role

- Lead cross-functional teams to drive change control projects to completion
- Identify and implement solutions for manufacturing issues

Electronic Change Control Team

- Identify gaps in electronic batch records (Syncade) and execution system (DeltaV) and recommend solutions to site management team
- Coordinate implementation with cross-functional teams

Investigation Team

- Investigate process growth at the vial thaw stage
- Participate in contamination investigations
- Identify process variation by coordinating raw material usage over multiple lots

New Equipment Acquisition

- Identify needed equipment, purchase and implement in Maximo and Recipes

Batch Record Review and Disposition

- Review records and resolve comments with quality assurance

Raw Materials and Consumables Optimization Team

- Identify and implement secondary vendors to optimize supply chain
- Identify optimization opportunities for custom disposables
- Review, revise, and approve material specification documents

PAI Readiness Team

- Pre-audit: identified and resolved areas of weakness in process reports, automation, facility upkeep, validation documentation, and SOPs
- Pre-audit: participated in validation/material specification/SOP/recipe documentation review and revision
- Pre-audit: assisted with review/revision of sBLA
- Pre-audit: participant in multiple internal audits and outside vendors
- Subject matter expert for cell bank, inoculum train, NOVA, small equipment, process detail reports, cell culture investigations and change controls
- High level of interaction with FDA during audit; assisted with multiple facility and process tours as well as answering front room questions

Aseptic Strategy Team

(2008- 2011) Process Lead, Cell Culture

Management of cell culture team and fully automated large scale cell culture equipment from facility startup through cGMP production

- **Management:**
 - 7 direct reports
- **Equipment**
 - Specializing in cell bank and inoculum train (shake flasks and wave reactors)
 - Additional experience:
 - 150L- 20,000L bioreactors/feed/base tanks
 - Depth filtration
 - Limited centrifuge/column/UF/MF experience
- **Start Up**
 - FATs: performed factory acceptance testing for bioreactors
 - IQ/OQ/PQ: reviewed, approved and supervised execution of IQ/OQ/PQ protocols for bench top equipment
 - Facility: identify and resolve construction defects
 - Risk assessments: contributed to, reviewed, revised inoculum and small equipment risk assessments
 - Electronic batch record: assist in design, implementation of Syncade/compliance suite inoculum prep recipe and post-implementation compliance gap analysis

Kelly Jackson
Dispensary General Manager, Healthy Pharms, Inc.

ORIGINAL

30 Victoria St. Unit 3, Somerville, MA

Phone: 240.405.4705

- Commissioning, validation, commercial use
- Pre-Audit readiness team
 - Training QA staff and manufacturing team on GMP readiness
- CIP/SIP validation team- assist with master plan design
- Tech transfer- coordinate with multiple sites to develop process specifics for Devens
- Identify, manage and implement improvement and compliance projects
 - Revision and maintenance of Syncade and delta V recipes
- Assisted with training program creation (Plateau)

Medimmune, Inc.,
Gaithersburg, MD

(2005-2008) Senior Manufacturing Associate I

Pilot facility startup and tech transfer of projects from development to manufacturing

Pilot Facility Startup

- FATs:** Performed factory acceptance testing for bioreactors and process control system
- Commissioning:** Assisted commissioning with troubleshooting, testing and documentation of bioreactors, MF skids, fixed tanks, CIP system, transfer panels, process control system
Identified program and mechanical issues and collaborated with engineering, validation, manufacturing, and QA to implement solutions reviewed and approved all bioreactor commissioning turnover packages
- Control System:** Gap analysis of user requirement specifications of process control system
Identify non-functioning programs and troubleshoot error source
Contributed to recipes for currently existing programs in order to limit the amount of data entry required by operator and to enable report functionality
- Circuit Creation:** Collaborated with manufacturing and engineering to establish necessary circuits for CIPs, SIPs, and transfers
- Documentation:** Co-authored revised 100L, 500L, 2000L bioreactor system detail design specification; revised bioreactor Sequential function charts and valve tables; authored all bioreactor and transfer line SOPs, reviewed and contributed to MPRs, harvest and purification SOPs
- Equipment Data Reports:** Authored report templates and collaborated with vendor to implement and troubleshoot report system
- IQ/OQ/PQ:** Assisted validation in the performance of IQ/OQ/PQ of bioreactors, fixed tanks

Tech Transfer

- MPRs:** Revised production documentation and ushered through electronic documentation system to successfully begin new product campaigns
Assisted in acquiring materials and establishing BOMs for new campaigns
Presented campaign data and schedules to development, QA, manufacturing, documentation control

Supervisor

- Acted as interim supervisor for cell culture during candidate search
Author and track validation change requests and possible quality events
Provide training and re-training for direct reports
Manage shift log

Abbott Bioresearch Center

Worcester, MA

(2003-2005) Senior Manufacturing Technician

Cell culture and purification of fully human monoclonal antibodies (Humira) in a fast paced, FDA approved commercial pharmaceutical plant

- Cell Culture/
Capture** Cleaned (CIP), pressure tested (PTEST), and sterilized (SIP) vessels and lines, media additions, harvest, depth filtration, daily bioreactor sampling and analysis of culture, Cation exchange chromatography and sanitization, UFDF, viral inactivation, product bagging

Projects/ Responsibilities:

Assist process sciences in K1a studies; monitor and problem solve process/equipment issues; coordinate with outside contractors to maintain equipment; coordinate with quality assurance to ensure CFR and regulatory compliance; write and revise standard operating procedures (SOPs) and batch records; assign tasks to, supervise, and train co-workers; review, analyze, and submit batch records, logbooks, and cell culture data to quality department; participate in FDA and EMEA inspections; validate new equipment; update the calibration status of fermentation equipment within suite; conduct safety inspections; create and update daily shift log to detail daily activities

(2001-2003)

Manufacturing Technician II

Cell culture and capture of fully human monoclonal antibodies

Kelly Jackson
Dispensary General Manager, Healthy Pharms, Inc.

30 Victoria St. Unit 3, Somerville, MA

Phone: 240.405.4705

Northern Arizona University

Flagstaff, Arizona

(2000-2001)

Assistant to the Dean; Department Assistant; Accounting Assistant

Education

(1996-2000)

St. Michael's College, Colchester, VT

Bachelor of Science in Biology, Minor in Art

Computer Skills:

Microsoft Word	Microsoft Visio	EcaRS (Electronic	Management	Foxboro	DeltaV	Sharepoint
Microsoft Excel	Microsoft Project	Calibration	System)	Distributed	Syncade	
Microsoft Outlook	SuperPro	Request System)	SAP	Control System	Trackwise	
Microsoft	Designer	EDMS (Electronic	Lotus Notes	RS View SE	Maximo	
PowerPoint	SuperPro	Document		RS Batch	Virtecs	

RICHARD M. STANLEY
Director of Security, Healthy Pharms, Inc.
65 Bridges Lane
NORTH ANDOVER, MA. 01845
(978) 265-4304

Experience

Chief of Police
Wareham Police Department
Wareham, MA 02571
May 2011 to Present

Direct the operation of the Police Department for a town of thirty thousand residents with a summer population of approximately sixty five thousand; perform administrative as well as supervisory work involving overall supervision of seventy (70) sworn officers and fourteen (14) civilians with an operating budget of six (6) million dollars

Accomplishments:

- A total transformation and reorganizing of this police department to include the acceptance of the "Community Oriented Policing and Problem Solving" philosophy
- Awarded State Law Enforcement Certification by the Massachusetts Police Accreditation Commission in January 2011
- Awarded State Law Enforcement Accreditation by the Massachusetts Police Accreditation Commission in January 21012
- The Village of Onset substation was opened and manned by volunteers in July 2012 to reach out to residents and tourists as part of the ongoing community oriented policing effort
- The Gold Standard Award for Traffic Safety Enforcement and Prevention Methods was presented to the Department in August 2012 by the Executive Office of Public Safety and Security (EOPSS)
- Data driven approaches to crime and traffic safety (DDACTS) and crime analysis programs were instituted to use valuable tax payer resources in the most cost effective manner possible in October 2012
- A three-year strategic plan for the Wareham Police Department developed by the staff as well as community leaders was presented to the community in January of 2013

Emergency Management Director
Town of Wareham
Wareham, MA 02571
May 2011 to Present

Initiated and chaired the first Wareham Local Emergency Planning Committee (LEPC). The LEPC consisted of all emergency service disciplines and worked with the Massachusetts Emergency Management Agency (MEMA) resulting in full state certification in November of 2012

Interim Chief of Police
Wareham Police Department
Wareham, MA 02571
August 2009 to May 2011

Performed all functions of the Office of Chief of Police while full time Chief for the town of North Andover

Chief of Police

North Andover Police Department

North Andover, MA 01845

October 1986-May 2011

Direct the operation of the Police Department for this town of thirty thousand residents. Perform administrative as well as supervisory work including overall supervision for fifty-two (52) sworn officers and fourteen (14) civilians. Manage a budget of 4 million dollars.

Accomplishments:

- Initiated and directed a department-wide teambuilding exercise to develop goals and objectives leading to a comprehensive mission and value statement for the betterment of the department, which established a more cohesive police force to better serve the community
- Established a town-wide Police Department Citizens Advisory Council to promote open dialog between residents and the department; performed annual town-wide surveys on police service, utilized to provide a better quality of service to the community as a whole
- Instrumental in establishing State Law Enforcement Accreditation, which is modeled after National Law Enforcement Accreditation, designed to ensure the best possible police service to each participating community
- Awarded Law Enforcement Certification and Accreditation by the Massachusetts Police Accreditation Commission in May of 2010
- Oversaw the design and construction of a new state of the art 24,000 square foot facility valued at approximately ten million dollars

Lieutenant, Executive Officer

North Andover Police Department

1983 - 1986

Performed administrative duties for the day-to-day operation of the department, prepared the budget, schedules, court liaisons, assigned training officer duties, assumed acting chief position numerous times and supervised all shift commanders

Sergeant

North Andover Police Department

1982 - 1983

As the officer in charge, supervised the early night shift

Patrol Officer

North Andover Police Department

1977 -1982

Performed general patrol functions on all three shifts as well as an assignment as an inspector in the Criminal Investigation Division

Control Chief

North Eastern Massachusetts Law Enforcement Council (NEMLEC)

Regional Response Team (RRT) and Special Weapons and Tactics (SWAT)

1987 - 2010

A consortium of fifty-seven (57) municipal police and sheriff agencies serving a population of 1.5 million, covering 890 square miles; the RRT and SWAT team consisted of 160 police officers from various agencies; as Control Chief, responsibilities consisted of on scene command and control of all NEMLEC officers and assets, assurance of proper training, policies and procedures, and risk management

Accomplishments:

- Successfully managed and controlled hundreds of barricaded gunmen, hostage situations, drug raids, armed robbery stakeouts, high risk warrant apprehensions and searches
- Deployed, managed, and assisted Boston Police in planning for the Democratic National Convention in July 2004, multiple sporting event championship celebrations, and SWAT assistance
- Deployed, managed, and assisted Washington, D.C. Police and the United States Secret Service in two Presidential Inaugurals (January 2005 and January 2009) as well as the International Monetary Fund World Bank disturbances in April 2000
- Deployed, managed, and assisted Lawrence Police in August 1984 during multiple day city wide riots, assisted in multiple jail riots in Essex and Middlesex Counties, primary response team into Edgewater Technologies in Wakefield for mass murder workplace violence
- Control Chief and team member, which created the NEMLEC School Threat Assessment Response System (STARS) between 1999 and 2005; led the development of a team of police officers, school administrators, teachers, guidance counselors, firefighters, and mental health professionals, which has now become a national model in school safety as recognized by the United States Department of Education

Education

Masters Degree in Criminal Justice, (High Honors), Administration and Planning Concentration, Northeastern University, College of Criminal Justice, Boston, MA, September 1985

Bachelors Degree in Criminal Justice, (High Honors), Northeastern University, College of Criminal Justice, Boston, MA, November 1979

Command Officers Training Program, New England Institute of Law Enforcement Management, Babson College, Wellesley, MA, 1983

Senior Management Institute for Police, Police Executive Research Forum Eleventh Session, Washington, D.C., June 1990

Executive Leadership in Policing, Northeastern University, School of Professional and Continuing Studies, 2006

Awards

George L. Hanna Memorial Award for Bravery:
Commonwealth of Massachusetts, October 13, 2006

Law Enforcement Medal of Valor:
Italian American Police Officers Association, October 29, 2006

Technical Training

Commonwealth of Massachusetts, Department of Public Safety:

Division of State Police, Framingham Academy
69th Municipal Police Officer Training Class (January – March 1979)

Commonwealth of Massachusetts, Department of Public Safety:

Division of State Police, Comprehensive Criminal Investigation Program
Crime Scene Search School
Photography School

Massachusetts Criminal Justice Training Council:

Civil Rights Law of Massachusetts
Civil and Vicarious Liability
Command and Control of Hostage Situations

Federal Bureau of Investigations:

Special Weapons and Tactics School

United States Secret Service:

Dignitary Protection

United States Department of Homeland Security:

Federal Emergency Management Administration
Incident Command Training – ICS100, ICS200, ICS300, ICS400

Professional Affiliations

International Associations of Chiefs of Police

Homeland Security Committee (2001 – Present)
Rules Committee (2006 – 2010)
Legislative Committee (1994 – 2001)
Sergeant at Arms (1992 – 1994)
Crime Prevention Committee (1990 – 1991)

New England Chiefs of Police Association

Executive Board (1992 – 1994)
Public Relations Committee-Chairman (1990 – 1991)
Narcotic Enforcement Committee (1988 – 1990)

Massachusetts Chiefs of Police Association

President (1996)
1st Vice President (1995)
2nd Vice President (1994)
3rd Vice President (1993)
Sergeant at Arms (1992)
Executive Board (1997)
Legislative Committee (1996 – 2008)
Training and Education Committee (1988 – 1996)
Narcotic Enforcement Committee (1988 – 1995)

North Eastern Massachusetts Law Enforcement Council (NEMLEC)

President (1991 – 1992)
Secretary (1989 – 1990)

Massachusetts Police Leadership Institute

Advisory Board (1996 – 2005)

Governors Domestic Violence Commission

Law Enforcement Representative (1997 – 2004)

Commonwealth of Massachusetts

Heroic Awards Committee Member (1991 – Present)

University of Massachusetts – Lowell

Adjunct Faculty, Police Functions and Police Administration (1996 - 2005)

University of Massachusetts – Lowell

Practical Skills Development Institute (2000 – 2005)

Instruction, Conceptualization, design and Development of Law Enforcement Programs

Law Enforcement Coordinating Committee

Executive Board (1992 - 1998)

Subcommittee on Law Enforcement Training Chairman (1995 - 1996)

Northeast Regional Police Institute

Board of Directors (1983 – 1993)

Treasurer (1983 – 1986)

International Narcotic Enforcement Officers Association

Police Executive Research Forum

Massachusetts Police Accreditation Commission

Commissioner (April 2010 – September 2013)

Community Activities

Friends of Merrimack College

Member (1986-Present)

Board of Directors (1998 – 2012)

Holy Family Hospital Men's Guild

Member (1986-Present)

Greater Lawrence Boys/Girls Club

Board of Directors (1998 – 2008)

Greater Lawrence Community Boating Program

Board of Directors (1997 – 2003)

Salvation Army Advisory Board

Member (1994 – 2003), Chairman (1997)

Rotary Club International

Member (1998 – 2002)

North Andover Youth Hockey

Board of Directors (1994 – 1997)

YMCA/YWCA

Board of Directors (1997)

References available upon request.

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: Healthy Pharms, Inc.

Application # (if more than one): _____

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

Attach one-page bank statement.

Letter of Commitment

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

Date:

Name of the Corporation:

Name of CEO/Executive Director of the Corporation:

Name of Account Holder:

N/A

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

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

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

Print Name _____

Date: _____

Notary Public

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

If applicable, add:

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

Signature of Notary Public

 ORIGINAL



November 12, 2013

Paul Overgaag
10 Eliot St


To Whom It May Concern:

Upon the request of Paul Overgaag, this letter serves as a balance verification letter for the **Healthy Pharms** business accounts. I can certify that this business account has not had any problems and is in good standing at our bank. The business account information is as follows:

 Healthy Pharms \$526,440.00 balance 
Authorized Signer: Paul Overgaag

Please let me know if additional information is required and I will be happy to be of assistance.

Sincerely,



Dave Erlich
Vice President
Premier Relationship Manager
Citizens Premier Banking
6 JFK Street
Cambridge, MA 02138
Mobile: 617.823.7624
Fax: 877.219.5882

**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: Healthy Pharms, Inc.

Application # (if more than one): _____

	Individual Name	Business Address	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1	Nathaniel Averill	750 Cotuit Rd., Mashpee, MA 02649	\$ 350,000.00 % 50	Cash	Executive Director	Repay capital at fixed 12% interest rate, differed 6mo, paid off over 5 years
2	Paul W. Overgaag	19 Norwood Ave Somerville, MA 02145	\$ 350,000 %50	Cash	Clerk and CFO	Repay capital at fixed 12% interest rate, differed 6mo, paid off over 5 years
3	NA	NA	\$ NA %	NA	NA	NA

	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 (any)
1	NA	NA	NA	NA	NA	NA
2	NA	NA	NA	NA	NA	NA

CAPITAL EXPENSES
(Exhibit 4.3)

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

Corporation Name: Healthy Pharms, Inc.

Application # (if more than one): _____

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$20,000	Design and drawings by Huth Architects
2	Environmental survey	\$0	Not applicable
3	Permits and Fees	\$7,936	DPH fee; Building, electrical, plumbing, and HVAC permits
4	Security assessment	\$4,000	Design consulting for security system and plan
5	Land/building cost	\$0	Leased property
6	Site clean-up and preparation	\$0	Building is being accepted room clean
7	Other- describe	\$5,000	Solar installation planning
8	_____		
9	_____		
	Build-out Costs		
1	Construction expenses	\$380,000	Leasehold improvements for all interior spaces
2	Painting and finishes	\$0	Included in construction expenses
3	Security system	\$38,000	Access control & monitoring (dispensary & cultivation)
4	Landscape work	\$10,000	Beautification of physical appearance of property
5	Parking facility	\$0	Provided by landlord
6	Other- describe	\$24,800	Rooftop solar panels
7	_____	\$0	
8	_____	\$0	
9	_____	\$0	
	Equipment Costs		
1	Vehicles and transportation	\$0	Leased vehicle
2	Cultivation equipment	\$150,000	Phase 1 equipment (lights, ballasts, bulbs, irrigation, etc.)
3	Furniture and storage needs	\$25,000	Custom retail cabinets; furnishings for reception; safes
4	Computer equipment	\$8,000	POS systems; tablets/computers; servers
5	HVAC	\$60,000	Installed HVAC for dispensary and grow rooms
6	Kitchen/food prep equipment	\$50,000	Kitchen equipment with CO2 extractions
7	Other- describe	\$25,000	Monitoring and automation system
8	Other equipment and supplies	\$22,000	Harvesting, drying, curing, and packaging
9	_____	\$0	
	TOTAL	\$829,736	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

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

Corporation Name: Healthy Pharms, Inc. Application # (if more than one): _____
 Budget Period: 9/1/14 to 8/31/15
 Projected Number of Patients: 2,624 and Number of Visits: 62,494

			Year ONE Budget	Budget Notes
REVENUE				
1	Medical Marijuana sales		\$4,061,529	Retail sales, net of Compassion discounts
2	Other supplies sold		\$67,285	Retail sales of other supplies
3	Other revenue sources		\$108,216	Wholesale sales of medical marijuana
A	TOTAL REVENUE:		\$4,237,029	
PAYROLL EXPENSES				
	Personnel Category	# FTE		
1	Executive Management Team	3.7	\$217,000	Reduced EMT compensation in first year
2	RMD Management	4.0	\$215,589	FTE is average for year one
3	RMD Associates	20.8	\$804,333	FTE is average for year one
B	TOTAL SALARIES	28.5	\$1,236,922	
C	Fringe Rate and Total	35%	\$432,923	Payroll taxes and employment benefits
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$1,669,845	
OTHER EXPENSES				
1	Consultants		\$140,000	Consulting fees for operational support/training
2	Equipment		\$146,880	Equipment for Phase 2 expansion of cultivation
3	Supplies		\$306,831	Supplies used in grow operation & retail sales
4	Office Expenses		\$29,776	Office supplies and expenses
5	Utilities		\$160,352	Utilities offset partially by solar installation
6	Insurance		\$37,380	General liability insurance
7	Interest		\$167,005	Interest expense at 12% per annum
8	Depreciation/Amortization		\$142,335	Non-cash expense; D&A of FF&E & startup costs
9	Leasehold Expenses		\$16,620	Miscellaneous improvements
10	Bad Debt		\$0	Purchase in cash or credit card
11	Security Services		\$60,000	Security services (dispensary & cultivation)
12	Rent Expense		\$92,400	Real estate taxes & insurance (\$0 rent NNN)
13	Advertising and Marketing		\$89,713	Educational info to support RMD awareness
14	Other G&A		\$232,102	Other general & administrative
15	Other COGS		\$54,520	Other production costs and cost of goods sold
16	Charitable Contributions		\$56,000	Community and advocacy support
17	Reserve for Taxes		\$619,617	Tax payments as per IRS Code Section 280E
E	TOTAL OTHER EXPENSES		\$2,355,052	
	TOTAL EXPENSES: (D+E)		\$4,024,896	
	DIFFERENCE		\$212,133	

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

Corporation Name: Healthy Pharms, Inc.

Application # (if more than one): _____

Fiscal Year Time Period: 9/1 through 8/31

Projected Start Date for the First Full Fiscal Year: 9/1/14

	FIRST FULL FISCAL YEAR PROJECTIONS 2015	SECOND FULL FISCAL YEAR PROJECTIONS 2016	THIRD FULL FISCAL YEAR PROJECTIONS 2017
Projected Revenue	\$4,237,029	\$8,917,888	\$10,685,919
Projected Expenses	\$3,861,396	\$8,038,429	\$9,692,873
TOTAL :	\$375,633	\$879,459	\$993,046
Number of Patients	2,624	3,912	4,755
Number of Patient Visits	62,494	143,065	184,012
Projected % of growth rate annually	N/A	110%	20%
Total FTE in staffing	29 (average)	54 (average)	62 (average)
Projected Medical Marijuana Inventory	69.4 Lbs.	95.9 Lbs.	104.9 Lbs.

ORIGINAL



EVIDENCE OF INTEREST IN DISPENSARY SITE
(Exhibit 5.1)

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

Corporation Name: Healthy Pharms, Inc.

Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
114 Hale Street Haverhill, MA 01830	Essex	Purchase Agreement



ORIGINAL

PURCHASE AND SALE AGREEMENT

This 1st day of November, 2013

1. **PARTIES AND MAILING ADDRESSES**
(fill in)
Ronald L. Auclair as Trustee of Haley Realty Trust under a Declaration of Trust dated May 15, 1996 and recorded with the Essex South District Registry of Deeds in Book 29609, Page 503 hereinafter called the SELLER, agrees to SELL and

Paul Overgaag of 19 Norwood Avenue, Somerville, MA 02145 (or nominee; said nominee to be provided not less than 14 days prior to closing hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises)
2. **DESCRIPTION**
(fill in and include title reference)
The land and improvements located at located at 114 Hale Street, Haverhill, Massachusetts. Generally consisting of a 19,540± SF parcel of land improved with a 3½ story brick building containing approximately 14,640± SF of finished area. The property is shown as Lot 1A and Parcel A on an "Easement Plan of Land located in Haverhill, Massachusetts" dated September 10, 2013 prepared for Haley Realty Trust, Ronald Auclair, Trustee by Engineering Land Services, LLC. The Property is a portion of the property conveyed to the Seller in a former deed recorded in the Essex South District Registry of Deeds in Book 15887, Page 13.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, 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
4. **TITLE DEED**
(fill in)
** Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provisions to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary*
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) business 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;
 - *(f)
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 TITLE**
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.
7. **PURCHASE PRICE**
(fill in); space is allowed to write out the amounts desired
The agreed purchase price for said premises is **Three Hundred Sixty Thousand Dollars (\$360,000.00)**, of which

\$ 75,000.00	have been previously paid as a deposit on October 25, 2013, and
\$ 285,000.00	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s)
<u>\$ 360,000.00</u>	TOTAL
8. **TIME FOR PERFORMANCE; DELIVERY OF DEED**
(fill in)
Such deed is to be delivered at Two o'clock PM. on the 14th day of February, 2014; or as set forth in Section 37; at the Essex South District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

ORIGINAL
ORIGINAL

9. POSSESSION AND CONDITION OF PREMISES
(attach a list of exceptions, if any)
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) 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 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
(Change period of time if desired)
- 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 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, unless the SELLER elects to use reasonable efforts to remove any defects in title, or 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 thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed to so 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.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to said premises in their then condition and to pay therefor 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 his 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 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 (list additional types of insurance and amounts as agreed)*
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|--------------------------------|--|
| (a) Fire and Extended Coverage | As presently held, but in not less than replacement cost |
| (b) | |
16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
- ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof 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.~~

Oz. L.A.

- 17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
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 there-after 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.

- 18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
A Broker's fee for professional services, as specified in a separate agreement, is due from the BUYER to Hartel Realty, the Broker named herein, upon recording of the Deed.

- 19. BROKER(S) WARRANTY
(fill in name)
The Broker named herein Hartel Realty warrants that the Broker is duly licensed as such by the Commonwealth of Massachusetts.

- 20. DEPOSIT
(fill in name)
All deposits made hereunder shall be held in escrow by ??? (Seller's attorney) 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 may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER, or as directed by final order of a court of competent jurisdiction.

\$15,000.00 of said deposit shall become non-refundable to BUYER after 30 business days from the execution of this agreement, except in cases of non-performance by SELLER, as specified in Section 37 herein.

- 21. BUYER'S DEFAULT; DAMAGES
If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing and this shall be SELLER's exclusive remedy at law or in equity.

- 22. BROKER AS PARTY
The Broker named herein joins in this agreement and becomes a party hereto, insofar as any provisions of this agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Broker agrees in writing.

- 23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
If the SELLER or BUYER executed 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.

- 24. WARRANTIES AND REPRESENTATIONS
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he 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:

SELLER shall provide BUYER with a true copy of the environmental reports in its possession concerning the subject prior to or simultaneously with the execution of this agreement.

SELLER shall, prior to closing, clear, level, and grade w T-base material, the parking area of the property.

No warranties or representations by Broker

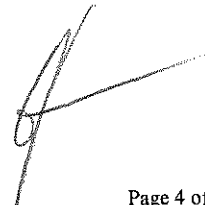
- 25. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase)
INTENTIONALLY DELETED

Rla



26. PERSONAL PROPERTY All equipment, supplies, and other tangible personal property owned by the SELLER will be removed prior to closing and property will be left in broom clean condition. Buyer shall be entitled to personally inspect the premise prior to closing to ensure compliance with this clause.
27. ADDITIONAL DOCUMENTS The SELLER shall furnish to the BUYER, upon delivery of the deed, (i) a non-foreign affidavit in the compliance with the applicable provisions of the Deficit Reduction Act of 1984; (ii) an affidavit to any company providing title insurance to the BUYER, which affidavit shall state that there is no person to whom a debt is due for labor performed or materials furnished to the premises in connection with the performance of any work thereon, and (iii) such additional affidavits and certificates as the BUYER or the BUYER's mortgage lender may reasonably request.
28. ENTRY UPON PREMISES From and after the date of this Agreement, the SELLER agrees to permit the BUYER and the BUYER's designees to enter the premises, at reasonable times, after reasonable prior notice to the SELLER or the SELLER's agent, in the presence of the SELLER or the SELLER's agent, for the purpose of making or conducting measurements, surveys, inspections, borings, percolation tests, soil tests and the like regarding the premises' topographic and environmental conditions, on the condition that the BUYER shall reasonably restore the premises to its original condition within thirty (30) days after any tests and that the BUYER shall assume full responsibility for and shall indemnify and hold harmless the SELLER from and against all liability, losses, costs, expenses (including reasonable attorney's fees) for damage to persons or property arising out of or in connection with any of the BUYER's activities. Notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless the SELLER shall survive the closing for each respective lot and parcel or any termination of this Agreement with respect to each such lot or parcel. Upon request from the SELLER, the BUYER shall furnish to the SELLER copies of any reports received by the BUYER relating to any inspections of the premises. The SELLER also agrees that the BUYER shall have the right to make inquiry of any and all boards and agencies which may have jurisdiction over the premises to determine whether there are any existing violations of any applicable environmental or land use laws, codes or regulations. The BUYER agrees that if it learns of any such violations or alleged violations, it will notify the SELLER of the same forthwith.
29. TITLE AND PRACTICE STANDARDS Any matter which is the subject of a Title Standard or Practice Standard of the Massachusetts Real Estate Bar Association (formerly the Massachusetts Conveyancer's Association) at the time of the delivery of each of the deeds shall be governed by said Title Standard or Practice Standard to the extent applicable.
30. AVAILABILITY OF TITLE INSURANCE The BUYER's obligations hereunder are contingent upon the availability (at normal premium rates) of an owner's title insurance policy without exceptions other than the standard printed exceptions contained in the ALTA form currently in use, commonly known as Exceptions No. 2, Survey, and No. 4, Real Estate Taxes (the latter of which shall only except real estate taxes not yet due and payable), and those exceptions set forth in paragraph 4 of this Agreement.
31. NOTICES All notices required or permitted hereunder shall be sent by certified mail, return receipt requested, to the parties at their respective addresses herein above set forth or any changed address notice of which is given in such manner.
32. 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 contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, 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.
33. TAX IDENTIFICATION NUMBER(S) The SELLER will give their tax identification numbers to the BUYER's closing counsel at each closing date.

R.L.A.



34. SELLER'S
WARRANTIES

The SELLER warrants, represents, and agrees as follows:

- i) The SELLER has not received written notice of any pending condemnation, expropriation, eminent domain, or similar proceeding affecting all or any portion of the premise and has no knowledge that any such proceeding is contemplated.
- ii) The SELLER has not received written notice from the holder of any mortgage on the premises, any insurance company that has issued a policy with respect to the premise, or any board of fire underwriters (or any other body exercising similar functions) claiming any outstanding defect or deficiency in, or requesting the performance of any repairs, alterations, or other work to, the premises not completed as of the date hereof.
- iii) There are no management, service, equipment, supply, labor, maintenance, or similar agreements with respect to or affecting all or a portion of the premises which shall be binding upon the BUYER subsequent to the delivery of the deed.
- iv) The SELLER has paid or will pay in full prior to delivery of the deed all outstanding bills and invoices for utility charges, labor, goods, materials, and services of any kind relating to the premises except to the extent that such payment is the responsibility of tenants.
- v) There is no action, suit, proceeding or investigation pending against the SELLER with respect to this agreement, the transaction contemplated hereby, all or any portion of the premises or the ownership thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or any other governmental instrumentality.
- vi) The SELLER has not received written notice of any outstanding violations of any federal, state, county, or municipal laws, ordinances, orders, codes, rules, regulations, or requirements affecting all or any portion of the premises, or of the presence or suspected presence in or under the premises of any material which might be classified as hazardous or toxic pursuant to applicable law (other than cleaning solvents and other commercially packaged supplies).
- vii) The SELLER has not received written notice of any proposed governmental assessment for public improvements to or for the benefit of the premises.
- viii) To the best of the SELLER's knowledge, there are no underground storage tanks at or servicing the premises.

35. ADDITIONAL
PROVISIONS

All negotiations regarding the Property are to be considered confidential and will not be disclosed to anyone other than respective advisors and internal staff of the parties and necessary third parties.

Following the execution of this Agreement, the Seller may entertain so called "back up offers" for the property, but in no event shall hinder the efforts of the BUYER to obtain any and all permits as set forth in section 36 below.

In the event SELLER shall have a "back up offer" acceptable to SELLER and BUYER's contingency periods shall have lapsed; SELLER shall allow BUYER to match, on the same terms, the "back up offer".

36. CONDITIONS
PRECEDENT

The BUYER's obligations under this Agreement shall subject to the following conditions:

1. Within 20 business days after execution of this Agreement, BUYER shall have the right to cancel this agreement and ALL Deposits made shall be refunded if:
 - a. The Environmental report provided by SELLER to BUYER is not acceptable to BUYER.
 - b. The BUYER's review of the Property's zoning is not deemed acceptable to BUYER,
 - c. The BUYER's physical inspection and investigation of the Buildings is not acceptable to BUYER.
2. Within 30 business days after execution of this agreement BUYER shall have the right to cancel this agreement, and ALL Deposits made shall be refunded if the BUYER's inspection of the Elevator is not satisfactory to BUYER.

REA



37. PERMITS,
LICENSES, &
APPROVALS

The BUYER's intended use requires approvals from the Commonwealth of Massachusetts and other appropriate departments; it is anticipated that the necessary approvals can be obtained within 120 days after execution and delivery of the Agreement. In the event that the necessary approvals are denied or do not appear to be likely to be issued within 120 days after execution of the Agreement, the BUYER may notify the Seller of its intent to cancel the contract and \$60,000.00 of the Deposit shall be refunded.

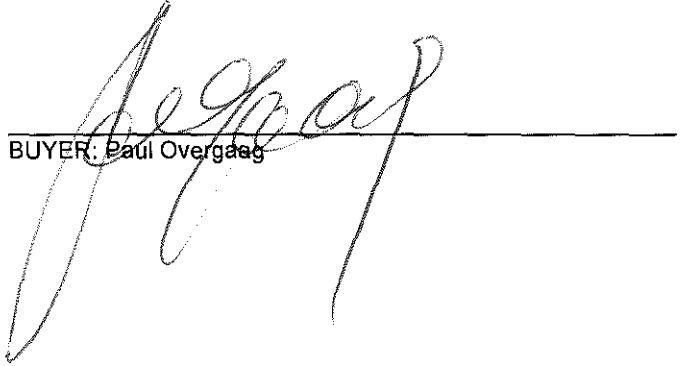
It is specifically intended that SELLER shall not refund \$15,000.00 of Deposits to BUYER in the event that BUYER is unable to obtain final approvals for its intended use.

Notwithstanding anything to the contrary in Sections 35 and 36, BUYER shall have the right to extend the period for approvals in this Section 37 by an additional 30 days, upon written notice to SELLER, prior to the expiration of the initial 120 days, with a payment of \$5,000.00. Said payment shall be non-refundable to BUYER and not applicable to the purchase price.

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



SELLER: Haley Realty Trust
By: Ronald L. Auclair, Trustee



BUYER: Paul Overgaard

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: Healthy Pharms, Inc.

Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
114 Hale Street Haverhill, MA 01830	Essex	Purchase Agreement

PURCHASE AND SALE AGREEMENT

This 1st day of November, 2013

1. PARTIES AND MAILING ADDRESSES Ronald L. Auclair as Trustee of Haley Realty Trust under a Declaration of Trust dated May 15, 1996 and recorded with the Essex South District Registry of Deeds in Book 29609, Page 503 hereinafter called the SELLER, agrees to SELL and

(fill in) Paul Overgaag of 19 Norwood Avenue, Somerville, MA 02145 (or nominee; said nominee to be provided not less than 14 days prior to closing hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises)

2. DESCRIPTION (fill in and include title reference) The land and improvements located at located at 114 Hale Street, Haverhill, Massachusetts. Generally consisting of a 19,540± SF parcel of land improved with a 3½ story brick building containing approximately 14,640± SF of finished area. The property is shown as Lot 1A and Parcel A on an "Easement Plan of Land located in Haverhill, Massachusetts" dated September 10, 2013 prepared for Haley Realty Trust, Ronald Auclair, Trustee by Engineering Land Services, LLC. The Property is a portion of the property conveyed to the Seller in a former deed recorded in the Essex South District Registry of Deeds in Book 15887, Page 13.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, 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

4. TITLE DEED (fill in) 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) business 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

* Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provisions to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary

- (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;

*(f)

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 TITLE 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.


7. PURCHASE PRICE (fill in); space is allowed to write out the amounts desired The agreed purchase price for said premises is Three Hundred Sixty Thousand Dollars (\$360,000.00), of which

\$ 75,000.00 have been previously paid as a deposit on October 25, 2013, and
\$ 285,000.00 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s)
\$ 360,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in) Such deed is to be delivered at Two o'clock PM. on the 14th day of February, 2014; or as set forth in Section 37; at the Essex South District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

Handwritten signature: RLA

9. **POSSESSION AND CONDITION OF PREMISES**
(attach a list of exceptions, if any) Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) 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 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**
(Change period of time if desired) 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 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, unless the SELLER elects to use reasonable efforts to remove any defects in title, or 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 thirty (30) days.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of the extended time the SELLER shall have failed to so 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.
12. **BUYER'S ELECTION TO ACCEPT TITLE** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to said premises in their then condition and to pay therefor 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 his 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 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 (list additional types of insurance and amounts as agreed)*
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|--------------------------------|--|
| (a) Fire and Extended Coverage | As presently held, but in not less than replacement cost |
| (b) | |
16. **ADJUSTMENTS**
(list operating expenses, if any, or attach schedule) ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below,~~ and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof 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.~~

Oz L.A. 

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
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 there-after 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.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
A Broker's fee for professional services, as specified in a separate agreement, is due from the BUYER to Hartel Realty, the Broker named herein, upon recording of the Deed.
19. BROKER(S) WARRANTY
(fill in name)
The Broker named herein Hartel Realty warrants that the Broker is duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
(fill in name)
All deposits made hereunder shall be held in escrow by ??? (Seller's attorney) 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 may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER, or as directed by final order of a court of competent jurisdiction.

\$15,000.00 of said deposit shall become non-refundable to BUYER after 30 business days from the execution of this agreement, except in cases of non-performance by SELLER, as specified in Section 37 herein.
21. BUYER'S DEFAULT; DAMAGES
If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing and this shall be SELLER's exclusive remedy at law or in equity.
22. BROKER AS PARTY
The Broker named herein joins in this agreement and becomes a party hereto, insofar as any provisions of this agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Broker agrees in writing.
23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
If the SELLER or BUYER executed 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.
24. WARRANTIES AND REPRESENTATIONS
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he 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:

SELLER shall provide BUYER with a true copy of the environmental reports in its possession concerning the subject prior to or simultaneously with the execution of this agreement.

SELLER shall, prior to closing, clear, level, and grade w T-base material, the parking area of the property.

No warranties or representations by Broker
25. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase)
INTENTIONALLY DELETED

R ea



26. PERSONAL PROPERTY All equipment, supplies, and other tangible personal property owned by the SELLER will be removed prior to closing and property will be left in broom clean condition. Buyer shall be entitled to personally inspect the premise prior to closing to ensure compliance with this clause.
27. ADDITIONAL DOCUMENTS The SELLER shall furnish to the BUYER, upon delivery of the deed, (i) a non-foreign affidavit in the compliance with the applicable provisions of the Deficit Reduction Act of 1984; (ii) an affidavit to any company providing title insurance to the BUYER, which affidavit shall state that there is no person to whom a debt is due for labor performed or materials furnished to the premises in connection with the performance of any work thereon, and (iii) such additional affidavits and certificates as the BUYER or the BUYER's mortgage lender may reasonably request.
28. ENTRY UPON PREMISES From and after the date of this Agreement, the SELLER agrees to permit the BUYER and the BUYER's designees to enter the premises, at reasonable times, after reasonable prior notice to the SELLER or the SELLER's agent, in the presence of the SELLER or the SELLER's agent, for the purpose of making or conducting measurements, surveys, inspections, borings, percolation tests, soil tests and the like regarding the premises' topographic and environmental conditions, on the condition that the BUYER shall reasonably restore the premises to its original condition within thirty (30) days after any tests and that the BUYER shall assume full responsibility for and shall indemnify and hold harmless the SELLER from and against all liability, losses, costs, expenses (including reasonable attorney's fees) for damage to persons or property arising out of or in connection with any of the BUYER's activities. Notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless the SELLER shall survive the closing for each respective lot and parcel or any termination of this Agreement with respect to each such lot or parcel. Upon request from the SELLER, the BUYER shall furnish to the SELLER copies of any reports received by the BUYER relating to any inspections of the premises. The SELLER also agrees that the BUYER shall have the right to make inquiry of any and all boards and agencies which may have jurisdiction over the premises to determine whether there are any existing violations of any applicable environmental or land use laws, codes or regulations. The BUYER agrees that if it learns of any such violations or alleged violations, it will notify the SELLER of the same forthwith.
29. TITLE AND PRACTICE STANDARDS Any matter which is the subject of a Title Standard or Practice Standard of the Massachusetts Real Estate Bar Association (formerly the Massachusetts Conveyancer's Association) at the time of the delivery of each of the deeds shall be governed by said Title Standard or Practice Standard to the extent applicable.
30. AVAILABILITY OF TITLE INSURANCE The BUYER's obligations hereunder are contingent upon the availability (at normal premium rates) of an owner's title insurance policy without exceptions other than the standard printed exceptions contained in the ALTA form currently in use, commonly known as Exceptions No. 2, Survey, and No. 4, Real Estate Taxes (the latter of which shall only except real estate taxes not yet due and payable), and those exceptions set forth in paragraph 4 of this Agreement.
31. NOTICES All notices required or permitted hereunder shall be sent by certified mail, return receipt requested, to the parties at their respective addresses herein above set forth or any changed address notice of which is given in such manner.
32. 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 contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, 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.
33. TAX IDENTIFICATION NUMBER(S) The SELLER will give their tax identification numbers to the BUYER's closing counsel at each closing date.

R.L.A.



34. SELLER'S
WARRANTIES

The SELLER warrants, represents, and agrees as follows:

- i) The SELLER has not received written notice of any pending condemnation, expropriation, eminent domain, or similar proceeding affecting all or any portion of the premise and has no knowledge that any such proceeding is contemplated.
- ii) The SELLER has not received written notice from the holder of any mortgage on the premises, any insurance company that has issued a policy with respect to the premise, or any board of fire underwriters (or any other body exercising similar functions) claiming any outstanding defect or deficiency in, or requesting the performance of any repairs, alterations, or other work to, the premises not completed as of the date hereof.
- iii) There are no management, service, equipment, supply, labor, maintenance, or similar agreements with respect to or affecting all or a portion of the premises which shall be binding upon the BUYER subsequent to the delivery of the deed.
- iv) The SELLER has paid or will pay in full prior to delivery of the deed all outstanding bills and invoices for utility charges, labor, goods, materials, and services of any kind relating to the premises except to the extent that such payment is the responsibility of tenants.
- v) There is no action, suit, proceeding or investigation pending against the SELLER with respect to this agreement, the transaction contemplated hereby, all or any portion of the premises or the ownership thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or any other governmental instrumentality.
- vi) The SELLER has not received written notice of any outstanding violations of any federal, state, county, or municipal laws, ordinances, orders, codes, rules, regulations, or requirements affecting all or any portion of the premises, or of the presence or suspected presence in or under the premises of any material which might be classified as hazardous or toxic pursuant to applicable law (other than cleaning solvents and other commercially packaged supplies).
- vii) The SELLER has not received written notice of any proposed governmental assessment for public improvements to or for the benefit of the premises.
- viii) To the best of the SELLER's knowledge, there are no underground storage tanks at or servicing the premises.

35. ADDITIONAL
PROVISIONS

All negotiations regarding the Property are to be considered confidential and will not be disclosed to anyone other than respective advisors and internal staff of the parties and necessary third parties.

Following the execution of this Agreement, the Seller may entertain so called "back up offers" for the property, but in no event shall hinder the efforts of the BUYER to obtain any and all permits as set forth in section 36 below.

In the event SELLER shall have a "back up offer" acceptable to SELLER and BUYER's contingency periods shall have lapsed; SELLER shall allow BUYER to match, on the same terms, the "back up offer".

36. CONDITIONS
PRECEDENT

The BUYER's obligations under this Agreement shall subject to the following conditions:

1. Within 20 business days after execution of this Agreement, BUYER shall have the right to cancel this agreement and ALL Deposits made shall be refunded if:
 - a. The Environmental report provided by SELLER to BUYER is not acceptable to BUYER.
 - b. The BUYER's review of the Property's zoning is not deemed acceptable to BUYER.
 - c. The BUYER's physical inspection and investigation of the Buildings is not acceptable to BUYER.
2. Within 30 business days after execution of this agreement BUYER shall have the right to cancel this agreement, and ALL Deposits made shall be refunded if the BUYER's inspection of the Elevator is not satisfactory to BUYER.

ORA

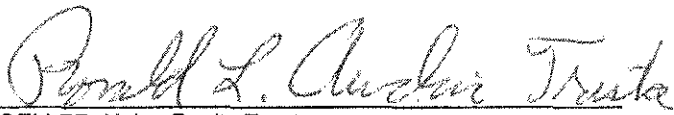
37. PERMITS,
LICENSES, &
APPROVALS

The BUYER's intended use requires approvals from the Commonwealth of Massachusetts and other appropriate departments; it is anticipated that the necessary approvals can be obtained within 120 days after execution and delivery of the Agreement. In the event that the necessary approvals are denied or do not appear to be likely to be issued within 120 days after execution of the Agreement, the BUYER may notify the Seller of its intent to cancel the contract and \$60,000.00 of the Deposit shall be refunded.

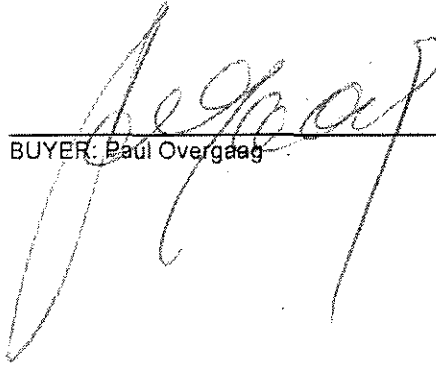
It is specifically intended that SELLER shall not refund \$15,000.00 of Deposits to BUYER in the event that BUYER is unable to obtain final approvals for its intended use.

Notwithstanding anything to the contrary in Sections 35 and 36, BUYER shall have the right to extend the period for approvals in this Section 37 by an additional 30 days, upon written notice to SELLER, prior to the expiration of the initial 120 days, with a payment of \$5,000.00. Said payment shall be non-refundable to BUYER and not applicable to the purchase price.

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



SELLER: Haley Realty Trust
By: Ronald L. Auclair, Trustee



BUYER: Paul Overgaag

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: Healthy Pharms, Inc.

Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
114 Hale Street Haverhill, MA 01830	Essex	Purchase Agreement

PURCHASE AND SALE AGREEMENT

This 1st day of November, 2013

1. PARTIES AND MAILING ADDRESSES

Ronald L. Auclair as Trustee of Haley Realty Trust under a Declaration of Trust dated May 15, 1996 and recorded with the Essex South District Registry of Deeds in Book 29609, Page 503 hereinafter called the SELLER, agrees to SELL and

(fill in)

Paul Overgaag of 19 Norwood Avenue, Somerville, MA 02145 (or nominee; said nominee to be provided not less than 14 days prior to closing hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises)

2. DESCRIPTION (fill in and include title reference)

The land and improvements located at located at 114 Hale Street, Haverhill, Massachusetts. Generally consisting of a 19,540± SF parcel of land improved with a 3½ story brick building containing approximately 14,640± SF of finished area. The property is shown as Lot 1A and Parcel A on an "Easement Plan of Land located in Haverhill, Massachusetts" dated September 10, 2013 prepared for Haley Realty Trust, Ronald Auclair, Trustee by Engineering Land Services, LLC. The Property is a portion of the property conveyed to the Seller in a former deed recorded in the Essex South District Registry of Deeds in Book 15887, Page 13.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, 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

4. TITLE DEED (fill in)

* Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provisions to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary

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) business 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;

*(f)

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 TITLE

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.

7. PURCHASE PRICE (fill in); space is allowed to write out the amounts desired

The agreed purchase price for said premises is Three Hundred Sixty Thousand Dollars (\$360,000.00), of which

\$ 75,000.00 have been previously paid as a deposit on October 25, 2013, and
\$ 285,000.00 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s)
\$ 360,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in)

Such deed is to be delivered at Two o'clock PM. on the 14th day of February, 2014; or as set forth in Section 37; at the Essex South District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

Handwritten signature: RLA

9. POSSESSION AND CONDITION OF PREMISES
(attach a list of exceptions, if any)
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) 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 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
(Change period of time if desired)
- 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 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, unless the SELLER elects to use reasonable efforts to remove any defects in title, or 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 thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed to so 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.
12. BUYER'S ELECTION TO ACCEPT TITLE
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- (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 his 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.
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- 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 (list additional types of insurance and amounts as agreed)*
- | | |
|--|--|
| <p>Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:</p> <p style="text-align: center;"><i>Type of Insurance</i></p> <p>(a) Fire and Extended Coverage</p> <p>(b)</p> | <p style="text-align: center;"><i>Amount of Coverage</i></p> <p>As presently held, but in not less than replacement cost</p> |
|--|--|
16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
- ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof 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.~~

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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 there-after 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.

- 18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
A Broker's fee for professional services, as specified in a separate agreement, is due from the BUYER to Hartel Realty, the Broker named herein, upon recording of the Deed.

- 19. BROKER(S) WARRANTY
(fill in name)
The Broker named herein Hartel Realty warrants that the Broker is duly licensed as such by the Commonwealth of Massachusetts.

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(fill in name)
All deposits made hereunder shall be held in escrow by ??? (Seller's attorney) 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 may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER, or as directed by final order of a court of competent jurisdiction.

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- 22. BROKER AS PARTY
The Broker named herein joins in this agreement and becomes a party hereto, insofar as any provisions of this agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Broker agrees in writing.

- 23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
If the SELLER or BUYER executed 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.

- 24. WARRANTIES AND REPRESENTATIONS
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he 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:

SELLER shall provide BUYER with a true copy of the environmental reports in its possession concerning the subject prior to or simultaneously with the execution of this agreement.

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No warranties or representations by Broker

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(omit if not provided for in Offer to Purchase)
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R ea

26. PERSONAL PROPERTY All equipment, supplies, and other tangible personal property owned by the SELLER will be removed prior to closing and property will be left in broom clean condition. Buyer shall be entitled to personally inspect the premise prior to closing to ensure compliance with this clause.
27. ADDITIONAL DOCUMENTS The SELLER shall furnish to the BUYER, upon delivery of the deed, (i) a non-foreign affidavit in the compliance with the applicable provisions of the Deficit Reduction Act of 1984; (ii) an affidavit to any company providing title insurance to the BUYER, which affidavit shall state that there is no person to whom a debt is due for labor performed or materials furnished to the premises in connection with the performance of any work thereon, and (iii) such additional affidavits and certificates as the BUYER or the BUYER's mortgage lender may reasonably request.
28. ENTRY UPON PREMISES From and after the date of this Agreement, the SELLER agrees to permit the BUYER and the BUYER's designees to enter the premises, at reasonable times, after reasonable prior notice to the SELLER or the SELLER's agent, in the presence of the SELLER or the SELLER's agent, for the purpose of making or conducting measurements, surveys, inspections, borings, percolation tests, soil tests and the like regarding the premises' topographic and environmental conditions, on the condition that the BUYER shall reasonably restore the premises to its original condition within thirty (30) days after any tests and that the BUYER shall assume full responsibility for and shall indemnify and hold harmless the SELLER from and against all liability, losses, costs, expenses (including reasonable attorney's fees) for damage to persons or property arising out of or in connection with any of the BUYER's activities. Notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless the SELLER shall survive the closing for each respective lot and parcel or any termination of this Agreement with respect to each such lot or parcel. Upon request from the SELLER, the BUYER shall furnish to the SELLER copies of any reports received by the BUYER relating to any inspections of the premises. The SELLER also agrees that the BUYER shall have the right to make inquiry of any and all boards and agencies which may have jurisdiction over the premises to determine whether there are any existing violations of any applicable environmental or land use laws, codes or regulations. The BUYER agrees that if it learns of any such violations or alleged violations, it will notify the SELLER of the same forthwith.
29. TITLE AND PRACTICE STANDARDS Any matter which is the subject of a Title Standard or Practice Standard of the Massachusetts Real Estate Bar Association (formerly the Massachusetts Conveyancer's Association) at the time of the delivery of each of the deeds shall be governed by said Title Standard or Practice Standard to the extent applicable.
30. AVAILABILITY OF TITLE INSURANCE The BUYER's obligations hereunder are contingent upon the availability (at normal premium rates) of an owner's title insurance policy without exceptions other than the standard printed exceptions contained in the ALTA form currently in use, commonly known as Exceptions No. 2, Survey, and No. 4, Real Estate Taxes (the latter of which shall only except real estate taxes not yet due and payable), and those exceptions set forth in paragraph 4 of this Agreement.
31. NOTICES All notices required or permitted hereunder shall be sent by certified mail, return receipt requested, to the parties at their respective addresses herein above set forth or any changed address notice of which is given in such manner.
32. 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 contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, 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.
33. TAX IDENTIFICATION NUMBER(S) The SELLER will give their tax identification numbers to the BUYER's closing counsel at each closing date.

R.L.A.



34. SELLER'S
WARRANTIES

The SELLER warrants, represents, and agrees as follows:

- i) The SELLER has not received written notice of any pending condemnation, expropriation, eminent domain, or similar proceeding affecting all or any portion of the premise and has no knowledge that any such proceeding is contemplated.
- ii) The SELLER has not received written notice from the holder of any mortgage on the premises, any insurance company that has issued a policy with respect to the premise, or any board of fire underwriters (or any other body exercising similar functions) claiming any outstanding defect or deficiency in, or requesting the performance of any repairs, alterations, or other work to, the premises not completed as of the date hereof.
- iii) There are no management, service, equipment, supply, labor, maintenance, or similar agreements with respect to or affecting all or a portion of the premises which shall be binding upon the BUYER subsequent to the delivery of the deed.
- iv) The SELLER has paid or will pay in full prior to delivery of the deed all outstanding bills and invoices for utility charges, labor, goods, materials, and services of any kind relating to the premises except to the extent that such payment is the responsibility of tenants.
- v) There is no action, suit, proceeding or investigation pending against the SELLER with respect to this agreement, the transaction contemplated hereby, all or any portion of the premises or the ownership thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or any other governmental instrumentality.
- vi) The SELLER has not received written notice of any outstanding violations of any federal, state, county, or municipal laws, ordinances, orders, codes, rules, regulations, or requirements affecting all or any portion of the premises, or of the presence or suspected presence in or under the premises of any material which might be classified as hazardous or toxic pursuant to applicable law (other than cleaning solvents and other commercially packaged supplies).
- vii) The SELLER has not received written notice of any proposed governmental assessment for public improvements to or for the benefit of the premises.
- viii) To the best of the SELLER's knowledge, there are no underground storage tanks at or servicing the premises.

35. ADDITIONAL
PROVISIONS

All negotiations regarding the Property are to be considered confidential and will not be disclosed to anyone other than respective advisors and internal staff of the parties and necessary third parties.

Following the execution of this Agreement, the Seller may entertain so called "back up offers" for the property, but in no event shall hinder the efforts of the BUYER to obtain any and all permits as set forth in section 36 below.

In the event SELLER shall have a "back up offer" acceptable to SELLER and BUYER's contingency periods shall have lapsed; SELLER shall allow BUYER to match, on the same terms, the "back up offer".

36. CONDITIONS
PRECEDENT

The BUYER's obligations under this Agreement shall subject to the following conditions:

1. Within 20 business days after execution of this Agreement, BUYER shall have the right to cancel this agreement and ALL Deposits made shall be refunded if:
 - a. The Environmental report provided by SELLER to BUYER is not acceptable to BUYER.
 - b. The BUYER's review of the Property's zoning is not deemed acceptable to BUYER,
 - c. The BUYER's physical inspection and investigation of the Buildings is not acceptable to BUYER.
2. Within 30 business days after execution of this agreement BUYER shall have the right to cancel this agreement, and ALL Deposits made shall be refunded if the BUYER's inspection of the Elevator is not satisfactory to BUYER.

ORA

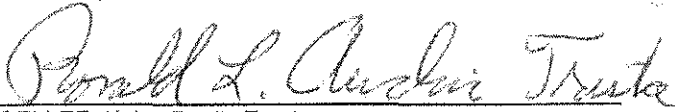
37. PERMITS,
LICENSES, &
APPROVALS

The BUYER's intended use requires approvals from the Commonwealth of Massachusetts and other appropriate departments; it is anticipated that the necessary approvals can be obtained within 120 days after execution and delivery of the Agreement. In the event that the necessary approvals are denied or do not appear to be likely to be issued within 120 days after execution of the Agreement, the BUYER may notify the Seller of its intent to cancel the contract and \$60,000.00 of the Deposit shall be refunded.

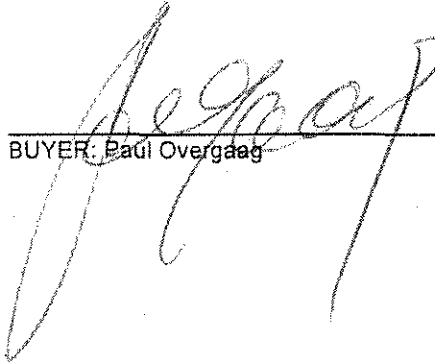
It is specifically intended that SELLER shall not refund \$15,000.00 of Deposits to BUYER in the event that BUYER is unable to obtain final approvals for its intended use.

Notwithstanding anything to the contrary in Sections 35 and 36, BUYER shall have the right to extend the period for approvals in this Section 37 by an additional 30 days, upon written notice to SELLER, prior to the expiration of the initial 120 days, with a payment of \$5,000.00. Said payment shall be non-refundable to BUYER and not applicable to the purchase price.

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



SELLER: Haley Realty Trust
By: Ronald L. Auclair, Trustee



BUYER: Paul Overgaag

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: Healthy Pharms, Inc.

Application # (if more than one): _____

Site	City/Town	County	Type of Support Attached
1	Haverhill, MA	Essex	Robert Scatamacchia – President, Haverhill City Council
2	Haverhill, MA	Essex	Robert Scatamacchia – President, Haverhill City Council

City Council

Robert H. Scatamacchia
President
Michael J. Hart
Vice President
John A. Michitson
William H. Ryan
Michael S. McGonagle
William J. Macek
Colin F. LePage
Mary Ellen Daly O'Brien
Thomas J. Sullivan



ORIGINAL

City Hall, Room 204
4 Summer Street
Telephone: 978 374-2328
Facsimile: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

CITY OF HAVERHILL
Haverhill, Massachusetts 01830-5843

Cullen Roberts

Massachusetts Department of Public Health

250 Washington Street

1st Floor, Lobby Room 1 and 2

Boston, MA 02108

To whom it may concern,

I am writing in reference to Healthy Pharms, Inc. The City of Haverhill is neither in favor or opposed to the siting of a marijuana dispensary in the City of Haverhill. This matter is currently pending before the City Council and no final decision has yet been reached. The City Council of Haverhill has declared a moratorium on a medical marijuana dispensary locating in the City of Haverhill. That moratorium expires on February 25, 2014. During that period of time, the City Council is evaluating what would be a proper zone for these dispensaries to be located.

The City Council is waiting to schedule hearings, after the hearings, the Council will decide which location to allow a dispensary to apply for a permit. Any permit that might, or might not, be granted, would be decided by the City Council through a special permit process. If a special permit were to be granted, the successful applicant would have to comply with all local and State regulations.

Very truly yours,

Robert Scatamacchia, President, Haverhill City Council

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: Healthy Pharms, Inc.

Application # (if more than one): _____

	Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing	114 Hale Street Haverhill, MA 01830	Purchase Agreement	Robert Scatamacchia – President, Haverhill City Council
2	Cultivation	114 Hale Street Haverhill, MA 01830	Purchase Agreement	Robert Scatamacchia – President, Haverhill City Council
3	Processing	114 Hale Street Haverhill, MA 01830	Purchase Agreement	Robert Scatamacchia – President, Haverhill City Council

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: Healthy Pharms, Inc.

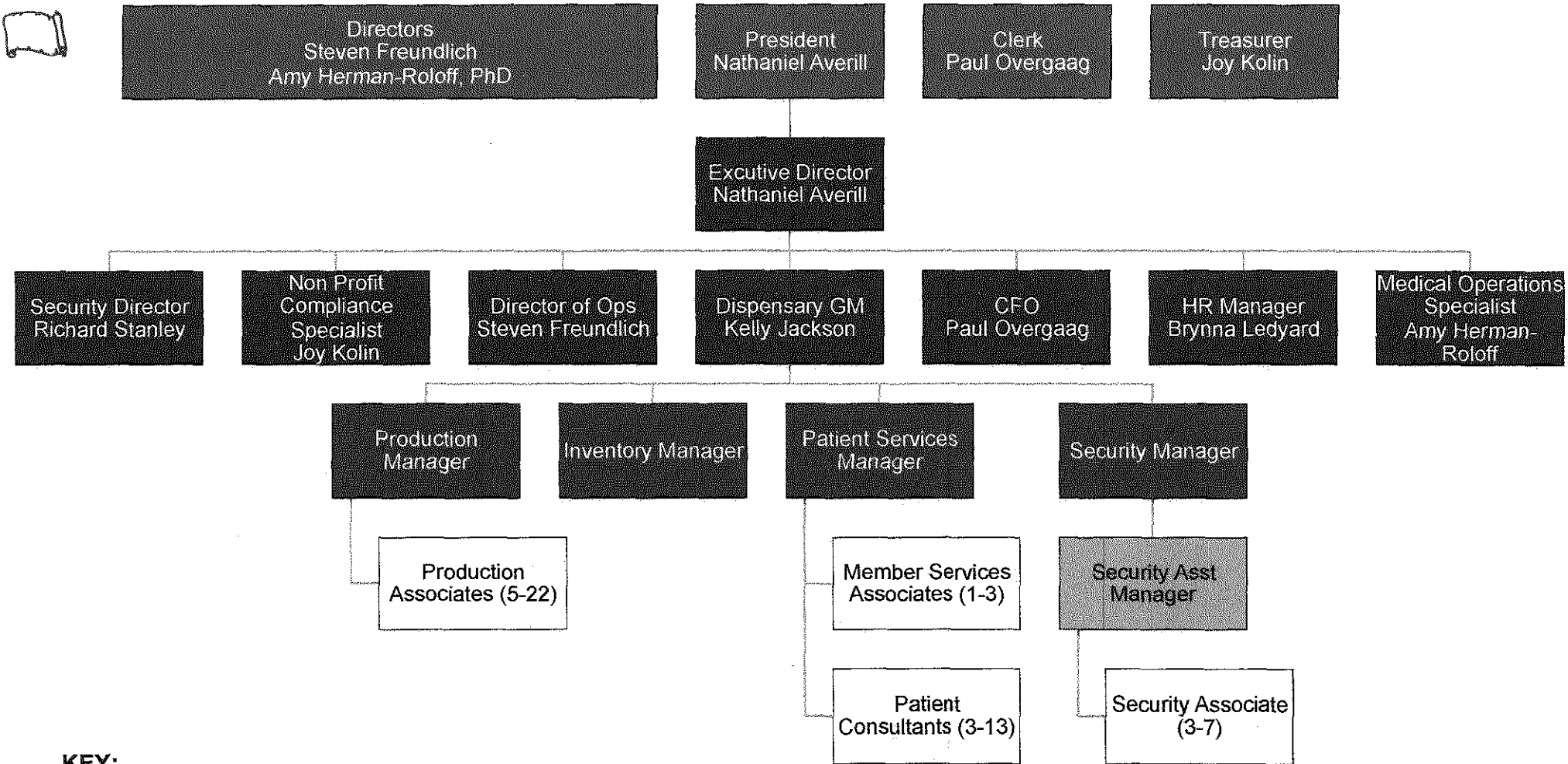
Application # (if more than one): _____

Attach organizational chart.


ORIGINAL

HEALTHY PHARMS, INC. (HPI)

Organizational Chart



KEY:

-  Board of Directors
-  Executive Management Team
-  Unit Management Level
-  Unit Assistant Management Level
-  Unit Associate Level

**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: Healthy Pharms, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.

DCIIS **ICORI** Commonwealth of Massachusetts Department of Criminal Justice Information Services
Logged in as: havenit | Home | Help | Logout

[Home](#) | [Add Request](#) | [View CORI Results](#) | [Manage Account](#) | [ICORI Cart \(0\)](#)

Healthy Pharms Inc Status: Active
Account Type(s): Employer

Account
[Account Details](#) | [Representatives](#) | [Users](#) | [Authorized Consumer Reporting Agencies](#)

Account Details [\[Cancel Account\]](#)

Account Status

Account Status: Active
Date First Registered: 08/14/2013 Date Last Renewed:

Organization Details [\[Edit\]](#) [\[Change Org Name\]](#) [\[View Org Name History\]](#)

Account Type(s): Employer
Organization Name: Healthy Pharms Inc Organization ID: [REDACTED]
Address: 750 COTUIT ROAD, Mashpee, MA 02649
Phone No.: 617-901-4879
Website:
[REDACTED]
[REDACTED]

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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	Kristen Benoit	Patient Consultant
2	Heather Fischer, RN	Patient Consultant
3		
4		
5		
6		

RMD START-UP TIMELINE
(Exhibit 7.1)

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

Corporation Name: Healthy Pharms, Inc. Application # (if more than one): _____

Key Benchmarks ¹	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Project Prep (project plan & budgeting)	7/24/13	Executive Director	Low	9/1/14
Initial Package received from Consultant(s)	8/13/13	Executive Director	Medium	
Marketing Plan & Brand Development	9/2/13	Marketing Consultant	Low	
Real Estate (R.E. team assembled, properties evaluated, agreement reached)	9/12/13	Real Estate Agent	High	
Floor Plan Designs & Architectural Drawings Done	9/22/13	Architect	High	
Outside Services Checklist Reviewed & Approved	9/22/13	Project Manager	Low	
Patient Care (Sales) Operations Plan Developed	10/12/13	Project Manager	Medium	
Member Services Operations Plan Developed	10/15/13	Project Manager	Medium	
Inventory Operations Plan Developed	10/16/13	Project Manager	Medium	
Cultivation Operations Plan Developed	10/22/13	Project Manager	Medium	

Cash Management Template Developed (register & petty cash)	10/22/13	Project Manager	Medium
Security Operations Plan Developed	11/1/13	Project Manager	Medium
Policies & Procedures Manual Developed	11/6/13	Project Manager	Medium
Phase II Application Submitted	11/21/13	Executive Director	High
Submit Plans for DPH Architectural Review	12/06/13	Executive Director	High
Receive Construction Bids	12/21/13	Project Manager	High
Hire General Contractor	1/4/14	Executive Director	High
Hire Security Contractor	1/9/14	Executive Director	Medium
Hire IT Contractor	1/14/14	Executive Director	Medium
Provisional Certificate Awarded	2/1/14	Executive Director	High
Procurement Guide Provided by Consultant(s)	2/2/14	Project Manager	Medium
Receive Project Plan from General Contractor; Coordinate all Timelines	2/4/14	Project Manager	Medium
Obtain Building Permits	2/6/14	General Contractor	High
Construction Begins	2/11/14	General Contractor	High

Website Developed	2/26/14	Web Consultant	High
Hire Department Managers, Cultivation Site	3/14/14	Executive Director	High
Complete Cultivation Department Manager Training	4/7/14	Operations Consultant	High
Print all Operations Manuals	4/9/14	Operations Consultant	Medium
Order Furniture	4/12/14	General Manager	Medium
Establish services/utilities (if not already on)	4/13/14	General Manager	High
Set Up Finance & Accounting	4/13/14	CFO	High
Director of Medical Operations or Exec. Dir. Signs-off on patient education materials & processes	4/15/14	Chief Medical Officer	High
Hire Associate-level Cultivation Staff	4/17/14	Executive Director	High
Complete Construction & Building Inspections	4/27/14	General Contractor	High
Obtain Certificate of Occupancy	4/27/14	General Contractor	High
Set Up IT	4/28/14	IT Contractor	High
Order Office Supplies & Services	4/29/14	General Manager	Medium
Security Monitoring Goes Live	4/29/14	Security Contractor	High

Opening Preparations	4/30/14	Opening Preparations	High
Provisional Inspection / Approval to Operate	5/1/14	Executive Director	High
Complete Associate-level Training for Cultivation Employees	5/5/14	General Manager	High
Cultivation Begins	5/6/14	Master Grower	High
Hire Remaining Department Managers for Dispensary	6/14/14	Executive Director	High
Complete Manager Training for Dispensary (MIT Program)	7/5/14	Operations Consultant	High
Hire Associate-level Dispensary Staff	8/4/14	General Manager	High
First Harvest	8/9/14	Master Grower	High
Complete Associate-level Training for Dispensary Employees	8/18/14	General Manager	High
Medicine is Available / Dispensary Ready to Open	8/23/14	General Manager	High

¹ Insert more rows if needed

PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)

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

Corporation Name: Healthy Pharms, Inc.

Application # (if more than one): _____

Attach sliding price scale.

HPI Compassion Program Sliding Fee Scale

A mandatory one-on-one consultation with the patient will determine the extent to which reduced cost or free medicine will be made available to him or her, using on the following factors:

Factor	Yes
Is the patient a recipient of MassHealth?	1 point
Is the patient a recipient of Supplemental Security Income?	1 point
Does the patient's annual gross household less than 150% of the federal poverty level for the current year?	2 points
Does the patient's annual gross household income between 151% and 300% of the federal poverty level for the current year?	1 point

Any single patient is eligible for up to four (4) points, which will determine the patient's responsibility for the costs of medicine, as detailed in the following sliding fee scale:

Total Points	Patient Responsibility	Discounted Price Ranges (1/8 oz.)*
4 Points	50% for medicine beyond free 1.0 gram per week	\$12.50 - \$30.00 for medicine beyond free 1.0 gram per week
3 Points	70% for medicine beyond free 1.0 gram per week	\$17.50 - \$42.00 for medicine beyond free 1.0 gram per week
2 Points	80%	\$21.25 - \$51.00
1 Point	90%	\$23.75 - \$57.00

**Prices vary based on the type of medicine, quantity purchased and quality.*



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: [Nathaniel] **Last Name:** [Averill]

Title: [Executive Director]

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