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

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

Corporation Name: Herbal Care Center

Application # (if more than one): 1

	Name	Role within the Corporation
1	Vincent J. DiMento	Treasurer
2	Todd Perruccio	President
3		
4		
5		

APPLICATION RESPONSE FORM COVER PAGE

Make this the first page of your response

Corporation

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

Website URL (if applicable): []

Address:

[7 FANEUIL HALL MARKETPLACE, 3RD FLR.]

[]

City: [BOSTON] State: [MA] Zip: [02109]

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

First Name: [Frank] Last Name: [Taw]

FEIN: [463465981]

Contact Person

First Name: [Vincent] Last Name: [DiMento]

Title: [Treasurer]

Telephone: (617)523-2345 FAX: () - E-Mail: [vjd@dimentosullivan.com]

Contact Person Address (if different):

[]

[]

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

Authorized Signature

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

Background Check Authorization

The Department will conduct a background check on:

1. Each member of the applicant's **Executive Management Team** (those persons listed in exhibit 2.1);
2. Each member of the **Board of Directors** (those persons listed in exhibit 1.4);
3. Each **Member** of the corporation. In the event a **Member** of the corporation is an organization, the CEO/ED and Board Officers of that entity will be checked (those persons listed in exhibit 1.5);

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

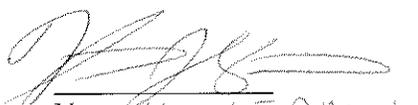
Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.

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: Vincent J. DiMento
 Title: Treasurer

11/21/13
 Date

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


 Name: Vincent J. DiMento
 Title: Treasurer

11/21/13
 Date



APPLICATION RESPONSE FORM

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

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

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

Enter text here: example text limit 1,250 characters

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

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

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

Definitions

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

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

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

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

Questions

1. Applicant's Corporate Background

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

[Herbal Care Center, Inc., incorporated on August 21, 2013]

1.2 Describe the organization's mission and vision.

[Our Mission:

– Herbal Care Center Inc. (HCCI) is a registered marijuana dispensary dedicated to providing quality patient care with relentless focus on patient safety and education, and the continual improvement of our service, products, and processes.

Our Vision:

- To be the registered marijuana dispensary of choice for patients with debilitating medical conditions and for the medical community in Massachusetts.
- To be recognized as a leader in quality and operating standards in cannabis.
- To be the leaders in research and development and innovation in biopharma.
- To be a prominent community member known for meeting the wellness needs of the community through unparalleled service, products, and philanthropic support.
- To be a valued resource for patient and provider education, with a focus on meeting community needs by providing free or subsidized medicine.
- To maintain a steadfast focus on strict compliance with all state and local laws and regulations and to implement state-of-the-art tracking and security.

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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.

[We have made the following changes to the Organization since submitting the Phase 1 application: modified Mission and Vision Statement, revised Board and Management Structure, and revised Financing Model. There were no Amendment made to the Articles, however, the Board of Directors was expanded to provide increased medical expertise and an additional level of accountability.]

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.

[Francis W.D. Taw, Chairman and Chief Executive Officer: Frank is CEO and Partner of Golden Temple Restaurant in Brookline, MA. His business philosophy is consistency in product, service, and quality; perseverance; vision; honesty and integrity; training staff and investing in good employees; and giving back to the local community. In addition to operating a profitable family restaurant for the past 30 years, Frank served as COB and co-founder of IntraVision, a start-up restaurant delivery services company. Frank has experience in commercial real estate ventures where he purchases vacant or distressed properties, transforming them into a positive cash flow. Frank has been General Partner and Managing Partner in several commercial real estate entities in the Boston area for over 25 years. Frank's experience will ensure the success of Herbal Care Center Inc. because of his expertise in starting and operating businesses, overseeing large service-based operations, and his strong personal and professional relationships with members of the community.

Richard B. McDonald, Director of Finance: Richard has almost 25 years of experience as a financial officer, serving as CFO and CEO for three different companies over the past decade. Richard is President and CFO of Golden State Collective M.B.C., a company that designs and implements lab testing of medical marijuana in compliance with local and state regulations. Richard's experience in the financial world, including a career in tax consulting, financial and operational planning, and compliance will help to ensure the success of Herbal Care Center Inc.

William (Bill) Leahy, III, Director of Operations: Bill has been General Manager of The Farmacy, a California-based marijuana dispensary since 2007. Bill is directly involved in community relations among neighbors, businesses, charities, and city officials for all three of The Farmacy's locations. He developed and implemented policies and procedures to prevent the diversion of medical marijuana to non-patients, for practices and procedures for security within stores and surrounding neighborhoods, and for seed-to-sale tracking procedures and inventory management policies to ensure compliance with local and state laws. Bill serves as the chief liaison between city council, city planning commission members, and Santa Monicaans for Safe Access (SAMOSA), a non-profit group that advocated for medical marijuana patients. He frequently meets with local leaders to draft ordinances for marijuana collectives within the city, to analyze city zoning districts, and to develop rules for permissible collective locations with the city's principal planner. Bill's experience and involvement with local officials to create responsible marijuana ordinances that best serve the community will help to ensure the success of Herbal Care Center Inc.

Soo Sheung Wong, Chief Marketing and Innovation Officer: Soo Sheung is Founder and President of Pareto International, Inc., an international marketing, consulting, and strategic partnership development business since 1983. A leader with years of cross-industry entrepreneurial success, Soo Sheung has worked in technology, education, non-profit healthcare services, private equity and consumer product sectors. She has worked in leadership or consulting roles at Beth Israel Deaconess Hospital, Blue Cross Blue Shield MA, Boston Children's Hospital, local private and charter schools and for profit companies. At Beth Israel Deaconess Hospital, Soo Sheung served as Consultant to the CEO where she advised on patient delivery systems to underserved populations, on the cultural impact of adhering to treatment plans, and on alternative health care practices. Soo Sheung's managerial, healthcare, and nonprofit board experience will add to the success of HCCI. Soo Sheung has a Master of Science degree from M.I.T.

Vincent J. (Jim) DiMento, Esq., General Counsel: Jim serves as HCCI's General Counsel. As founding partner of DiMento & Sullivan, Jim has represented various non-profit organizations, advising them in corporate and business matters. Jim represents business clients and has acted in various officer and director capacities of several successful businesses since 1984. Jim formed and acted as President and Director for non-profit youth organizations since 1996. Jim's experience and legal expertise serving as counsel and director to nonprofit organizations will ensure the success of Herbal Care Center Inc.

Stephen Mayer, MD, PhD, Medical Director: Stephen is a partner in a private oncology practice in Brockton, Massachusetts. Stephen, a Boston University School of Medicine alum, has specialized in hematology/oncology, medical oncology, and internal medicine for 12 years. As a practicing medical oncologist, Stephen has extensive experience treating patients with chronic pain, anorexia, nausea, and mood disorders. He has also served on the Board of Directors for Massachusetts Society of Clinical Oncology. Stephen's tenure as a physician, specialized medical knowledge, and experience running an accomplished medical practice will ensure the success of Herbal Care Center Inc.

Todd Perruccio, General Manager: Todd has 20 years of experience in management roles, including stadium and arena management. Presently, Todd works as Scheduling System Implementation Manager for Staff Pro, of Huntington Beach, CA. One of Todd's strengths is managing and developing operating budgets for departments consisting of hundreds of employees. Todd's extensive professional experience with day-to-day guest relations and logistics, as well as his dedication to tracking and overseeing expenses and revenues to meet budget goals will help to ensure the long-run success of Herbal Care Center Inc.

Jay L. Groob, Director of Security: Jay is Managing Director at American Investigative Services, Inc., in Brookline, MA. He is a licensed private investigator in Massachusetts, New Hampshire, Ohio and New York, with nearly 25 years' experience in conducting investigations. Jay also has over 20 years of management experience, including the supervision of field agents and oversight of thousands of investigative files. He is certified by the Department of Homeland Security, with authorized access to chemical terrorism vulnerability information, and widely experienced with all types of security issues, including threat and vulnerability assessment, personal protection, facility access, and all forms of electronic, biometric, digital, and video security systems. Jay has held various leadership roles at the Council of International Investigators, as Chairman, President, Vice President, Northeast Regional Director, and Executive Board and Strategic Plan Chairman. Jay's experience and knowledge of special security detail, his professional integrity, and his expertise in comprehensive risk assessment will ensure the success and security of Herbal Care Center Inc.

Ross Vaisman, Director of Cultivation: Ross is Founder and Owner of Cannabis for Health LLC, a medical marijuana dispensary in Denver, CO. Cannabis for Health is a very successful business with three locations (one retail location and two cultivation facilities) and is fully compliant with all state laws and requirements. He formed BRR Consulting LLC, a consulting agency that helps new owners run compliant and

responsible businesses in the medical marijuana industry. BRR Consulting LLC focuses on patient care, transparency with local, state, and federal authorities, worker safety, and optimally effective business practices in the medical marijuana industry. Ross's background with Cannabis for Health, which required him to tackle industry-specific issues such as access to banking, crop issues, and financial events will help to ensure the success of Herbal Care Center Inc.

Rick D. Scarpello, Director of Processing: Rick is Partner and Manager of Medically Correct LLC, d/b/a Incredibles Chocolate in Denver, CO. Incredibles is a chocolate and extraction based line of products (MIPS). All Incredibles products have innovative childproof packaging and are properly labeled in compliance with local and state standards. With over 25 years of management experience, Rick has successfully led a variety of business, such as Colorado Chocolate Corp., Udi's Handcrafted Foods, and Il Fornaio (America) Corp. Under Rick's leadership Incredibles Chocolate has grown into a multi-million dollar business. Rick has been received various corporate awards, including Il Fornaio's Business Manager of the Year in 2004 and 2005. Rick's experience and track record of increasing sales, reducing costs and streamlining operations, both in medical marijuana and in other industries, will add to the success of Herbal Care Center Inc.

N/A: Colin P. MacDonagh

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Current résumé of each Executive Management Team member attached as exhibit 2.2--clearly labeled on each page with the individual's name and title within the applicant's organization

2.3 Describe the **Executive Management Team's** experience, by team member, with providing health care services or services providing marijuana for medical use.

[Ross Vaisman, Director of Cultivation: Ross's philosophy on the medical marijuana industry is that it is a never-ending labor of love because helping patients overcome their health issues and improving their quality of life, by constantly looking for ways to improve the service and product they receive, is the most satisfying part of what he does every day. He believes that educating a patient on how to consume an edible properly or how to use a vaporizer if he or she needs to inhale is as important as teaching a patient about traditional methods of consuming marijuana. Since early 2010, Ross has turned for Health LLC into a successful, profitable center for patients who need medical marijuana to treat a variety of illnesses and conditions. His success led to the formation of BRR Consulting LLC in 2013, a company created to consult, to educate, and to partner with potential investors in the medical marijuana industry. Through his role with Cannabis for Health LLC, Ross has gained experience in complying with local and state laws and regulations that govern the safe and responsible cultivation and dispensing of medical marijuana. His years of experience in this regulated field will greatly benefit Herbal Care Center Inc.

Richard B. McDonald, Director of Finance: Richard's leadership at Golden State Collective M.B.C. is based in his commitment to providing a scientifically supported approach to marijuana and its health benefits. He works every day to bring empirical science to the equation by designing and implementing lab testing of medical marijuana and by developing indicators for medical applications of a variety of medical marijuana strains targeted for specific ailments. He provides microbiological contaminants testing, THC potency, and harmful pesticides testing to dispensaries in an accurate, fast, and affordable manner. Richard understands the importance of letting patients know that what they are consuming has been tested. Golden State Collective provides signage, packaging, labeling and other materials to show patients that what they have purchased has been tested by the latest, state-of-the-art testing and analytical systems.

Dr. Stephen Mayer, Medical Director: Stephen has specialized in hematology/oncology, medical oncology, and internal medicine for 12 years. As a practicing medical oncologist, Stephen has extensive

experience treating patients with chronic pain, anorexia, nausea, and mood disorders. His role at Herbal Care Center Inc. will focus on advising the non-profit on medical issues relating to dispensing medical marijuana to patients. He provides insight from a scientific and medical standpoint on how to educate, treat, and connect with patients who need guidance on the best ways to consume cannabis for optimal health results.

William (Bill) Leahy, III, Director of Operations: Bill's commitment to providing patients with direct and safe access to medicinal marijuana is rooted in his vision to revolutionize modern healthcare by offering affordable, all-access, holistic health and wellness care to the community. Since 2007, Bill has worked as General Manager of The Farmacy, a medical marijuana dispensary in California with three successful locations. His expertise in operations is reflected in his achievements, such as developing policies and procedures for security in dispensaries and the community at large, seed-to-sale tracking procedures and inventory management in compliance with state and local laws, and his commitment to working with city council, city planning commission members, and local medical marijuana activists.

Rick D. Scarpello, Director of Processing: For the past 3 years, Rick has grown Medically Correct LLC, d/b/a Incredibles, from a start-up to a multi-million dollar company. His company specializes in the standardization, production and extraction of medicinal cannabinoids to ensure consistency and purity. Rick is committed to a hands-on approach, playing an instrumental role in all decisions in every area of the company, from marketing to developing new products to helping patients heal. He has built a laboratory to research new extraction methods in order to test CBD and other parts of the plant in his hope to continue discovering therapeutic cannabinoids to serve patient needs. Incredibles handcrafted, infused edible products are presently in over 365 retail locations in Colorado. Rick's company is also a leader in Colorado in terms of child-proof packaging and labeling.

N/A: Frank Taw; Todd Perruccio; Jay L. Groob; SooSheung Wong; and Vincent J. (Jim) DiMento, Colin P. MacDonagh.

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2.4 Describe the **Executive Management Team's** experience, by each individual team member, with running a financially sound organization/business (including budget size) and indicate which member of the team will be responsible for the financial management and oversight of the organization.

[Francis W.D. Taw, Chairman and Chief Executive Officer: Frank is CEO and Partner of the highly successful, upscale Chinese eatery, Golden Temple Restaurant in Brookline, Massachusetts. Frank started his career as a host at Golden Temple Restaurant. As he rose through the ranks, Frank continued the tradition of running a relaxed, luxurious dining experience for patrons and maintaining its reputation locally as one of the most beloved Chinese restaurants in the Greater Boston area. Relying solely on word of mouth, Frank only advertises in the local community to build support for his neighborhood. Inspired by the Dalai Lama's words of compassion, Golden Temple has established Funding for Compassion as a way to give back to the community and to those in need. Additionally, Frank co-founded IntraVision, a start-up restaurant delivery services company. IntraVision has blossomed into a \$10 million venture and is the parent company of Dining-In, Cheap Eats, and Eat-in-Free.

Colin P. MacDonagh, Chief Financial Officer: Colin is a highly accomplished global tax director with more than twenty years of diverse tax experience managing domestic and global restructurings, mergers and acquisitions, federal and state tax compliance, governmental audits, Sarbanes-Oxley compliance and financial tax reporting. He is a successful team builder and focused leader who thrives in dynamic environments. Colin received his Master of Science in Taxation from Fordham University and is licensed as

a Certified Public Accountant in Maryland and Massachusetts. Throughout his career, Colin has demonstrated a track record of profitability, remediation, tax planning, budget management and attention to business operations.

Richard B. McDonald, Director of Finance: Richard will be responsible for financial management of Herbal Care Center Inc. His diverse professional experience over the past 25 years includes a career in tax consulting, financial and operational planning, and compliance. Richard has served as CFO for three different companies over the past 10 years. At Trident Dental Laboratories, as CFO, Richard designed, implemented, and managed global projects in the Mexican, Philippine, and Chinese subsidiaries. In his continued role as CEO at Citadel Holdings, LLC, he advises on equity, commodity, and sophisticated derivative hedging investment transactions. His professional career involved work with high-net-worth individuals and corporate entities. Since 2011, Richard expanded his work to include Golden State Collective M.B.C. where he provides state-of-the-art laboratory testing and analytics systems to medical marijuana dispensaries that want to guarantee their patients that their product is safe, along with information about THC levels for each strain.

William (Bill) Leahy, III, Director of Operations: Bill will be responsible for oversight of HCCI's medical marijuana dispensary. As General Manager of The Farmacy, a successful medical marijuana dispensary in California, Bill has implemented and drafted policies and procedures to ensure safety, security, quality, and management of the dispensary. Additionally, Bill recognizes the importance of a strong relationship between business owners, activists, and state and local authorities. His work to develop ordinances with city council and city planning commission members ensures success for the medical marijuana industry and fosters communication among the community.

Soo Sheung Wong, Chief Marketing and Innovation Officer: Soo Sheung's professional experience in leadership, consulting, and entrepreneurial start-ups spans over 30 year. All of the organizations she has been involved with either as a founder, board member or as an employee remain financially sound. Her focus on innovation, customers, and collaborative approach has served her well in the technology, education, health care, services and consumer product sectors. Her ability to lead and to consult to corporations and non-profits, such as Beth Israel Deaconess Hospital, Blue Cross Blue Shield MA, Boston Children's Hospital, SUN Technology Investors, Buckingham Browne and Nichols School, Bay Farm Montessori Academy, and Boston Collegiate Charter School, demonstrates her rich experience in running financially sounds organizations. She has been directly responsible for budgets ranging from \$300,000 - \$150 million. Soo Sheung is particularly talented in major gifts fundraising and philanthropy, an important skill to bring to a non-profit organization.

Todd Perruccio, General Manager: Todd's career over the past 20 years has focused on management roles, including stadium and arena managements. One of Todd's strongest skill sets includes his experience managing and developing operating budgets for departments consisting of over 500 staff members, with budgets ranging in size from \$2.5-\$5 million. His background in guest relations, logistics, and his ability to track and to oversee expenses and revenues to meet budget goals has positioned Todd as a leader in running financially sounds businesses.

Ross Vaisman, Director of Cultivation: Ross started Cannabis for Health LLC, in Denver, Colorado in 2010. Today, Ross has expanded his business to include one retail location and two cultivation facilities. Ross focuses on success led to the formation of BRR Consulting LLC in 2013, a company that was created to consult, to educate, and to partner with responsible operators in the medical marijuana industry. Ross navigated his business through unexpected financial demands with success because of his ability to anticipate economic events with a reasonable level of accuracy, planning for such events, and fiscal discipline, along with patience and careful execution of growing cannabis for medical needs.

Rick D. Scarpello, Director of Infused Products: The key to Rick's entrepreneurial success is his ability to forecast profits and losses and to develop strategies to achieve gains in revenues and profits. For 25 years, Rick developed an expertise in budgeting and analytics. He has consistently exceeded company expectations, whether within major corporations or in starting up small and midsize businesses. Rick was a Partner and Director of Operations at Udi's Food – a frozen bread venture – where he increased sales by 150%. Rick has been in charge of budgets as small as \$250,000 and as large as \$20 million. His most recent success was the pro forma he drafted for Medically Correct LLC's business plan. After being in business for 2 years, the forecast he predicted is within 15% of actual figures. Having worked at executive levels of management, for family-owned businesses and corporate boards, Rick is able to work within tight deadlines, making critical decisions, and implementing solutions.

N/A: Stephen Mayer, MD, PhD; Jay L. Groob; Vincent J. (Jim) DiMento.

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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.

[Colin P. MacDonagh, Chief Financial Officer: Colin is a highly accomplished global tax director with more than twenty years of diverse tax experience managing domestic and global restructurings, mergers and acquisitions, federal and state tax compliance, governmental audits, Sarbanes-Oxley compliance and financial tax reporting. Successful team builder and focused leader who thrives in dynamic environments. He has a proven track record of profitability, remediation, tax planning, budget management and attention to business operations. As Managing Director of BearingPoint, Inc. and Senior Tax Manager at Deloitte Tax LLP, Colin actively managed numerous public equity offerings, mergers, & acquisitions, IRS and state audits, and corporate restructurings. During these public offerings and acquisitions, he oftentimes oversaw operational reviews and the resulting corrective actions. While at BearingPoint, Colin had direct oversight of a budget in excess of \$10 million for the U.S. corporations of BearingPoint in addition to management of 25 employees in the United States and 35 employees worldwide.

Richard B. McDonald, Director of Finance: Richard will be responsible for financial management of the Herbal Care Center Inc. His diverse professional experience over the past 25 years includes a career in tax consulting, financial and operational planning, and compliance. At Arthur Anderson and Ernst & Young, Richard implemented computerized accounting and CRM systems throughout corporate enterprises; both domestically and internationally. Richard served as CFO for three different companies over the past 10 years. At Trident Dental Laboratories, as CFO, Richard designed, implemented, and managed global

projects in the Mexican, Philippine, and Chinese subsidiaries. In his continued role as CEO at Citadel Holdings, LLC, he advises on equity, commodity, and sophisticated derivative hedging investment transactions. His professional career involved work with high-net-worth individuals and corporate entities. Since 2011, Richard has expanded his work to include Golden State Collective M.B.C. where he provides state-of-the-art laboratory testing and analytics systems to medical marijuana dispensaries that want to guarantee their patients that their product is safe, along with information about THC levels for each strain.

Mr. McDonald has conducted over a dozen operational reviews in his capacity as a CFO and an outside consultant. As a result of these operational reviews, Mr. McDonald and his team have put together reports mandating the appropriate corrective actions to be taken. The reports have included changes to accounting practices, internal controls, cash management, staffing and human resource practices, internal record keeping, collection and retention practices, and technology systems. Mr. McDonald oftentimes oversaw the successful implementation of the financial corrective actions.

For example, in his role as CFO of Trident Dental Laboratories, Mr. McDonald conducted numerous operational reviews each year that resulted in substantial changes to many of Trident's systems and standard operating procedures providing company savings exceeding \$300,000 annually.

Francis W.D. Taw, Chairman and Chief Executive Officer: Frank was President of Video Innovators, a company that purchased a struggling West Coast Video franchise, turning it into one of the most successful franchises in the United States. Frank also has experience in commercial real estate ventures where he purchases and manages vacant or distressed properties and turns them into positive cash flow. He is General Partner and Managing Partner in various commercial real estate entities in the Greater Boston area for over 25 years. He consults on real estate investments in New York and Los Angeles.

Ross Vaisman, Director of Cultivation: In running a successful medical marijuana dispensary and cultivation facility in Colorado, Ross regularly conducts operational reviews of his businesses. In conducting these reviews, Ross has identified fluctuating sales and growth figures and has had to direct the flow of cultivation resources accordingly. He has also had to adjust to deal with escalating licensing fees at the state and local level and learned to anticipate expenses and engage in fiscal restraint.

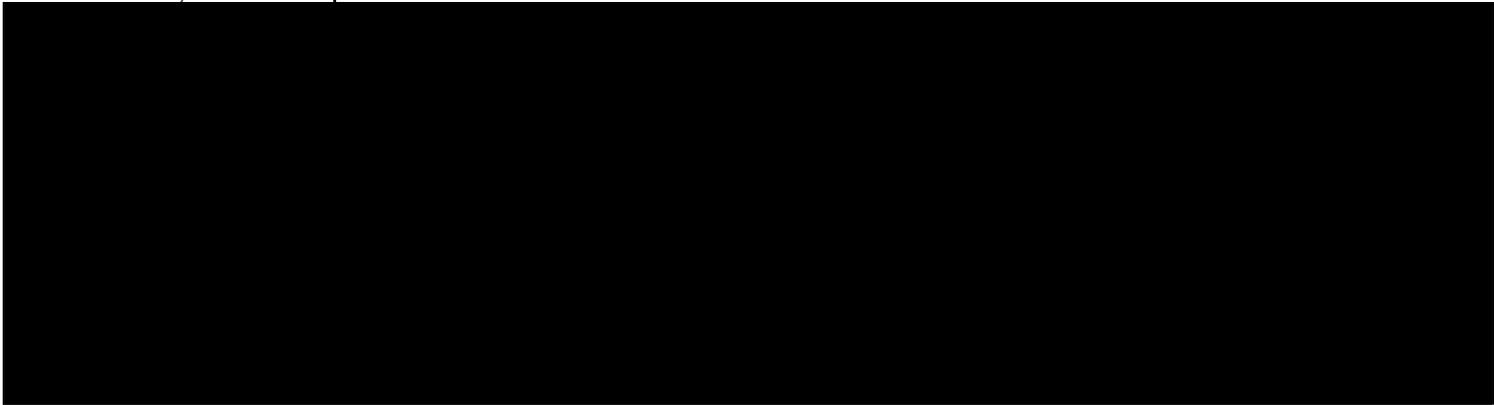
N/A: Stephen Mayer, MD, PhD; Jay L. Groob; Vincent J. (Jim) DiMento, Rick D. Scarpello, Todd Perruccio, Soo Sheung Wong, and William (Bill) Leahy, III.

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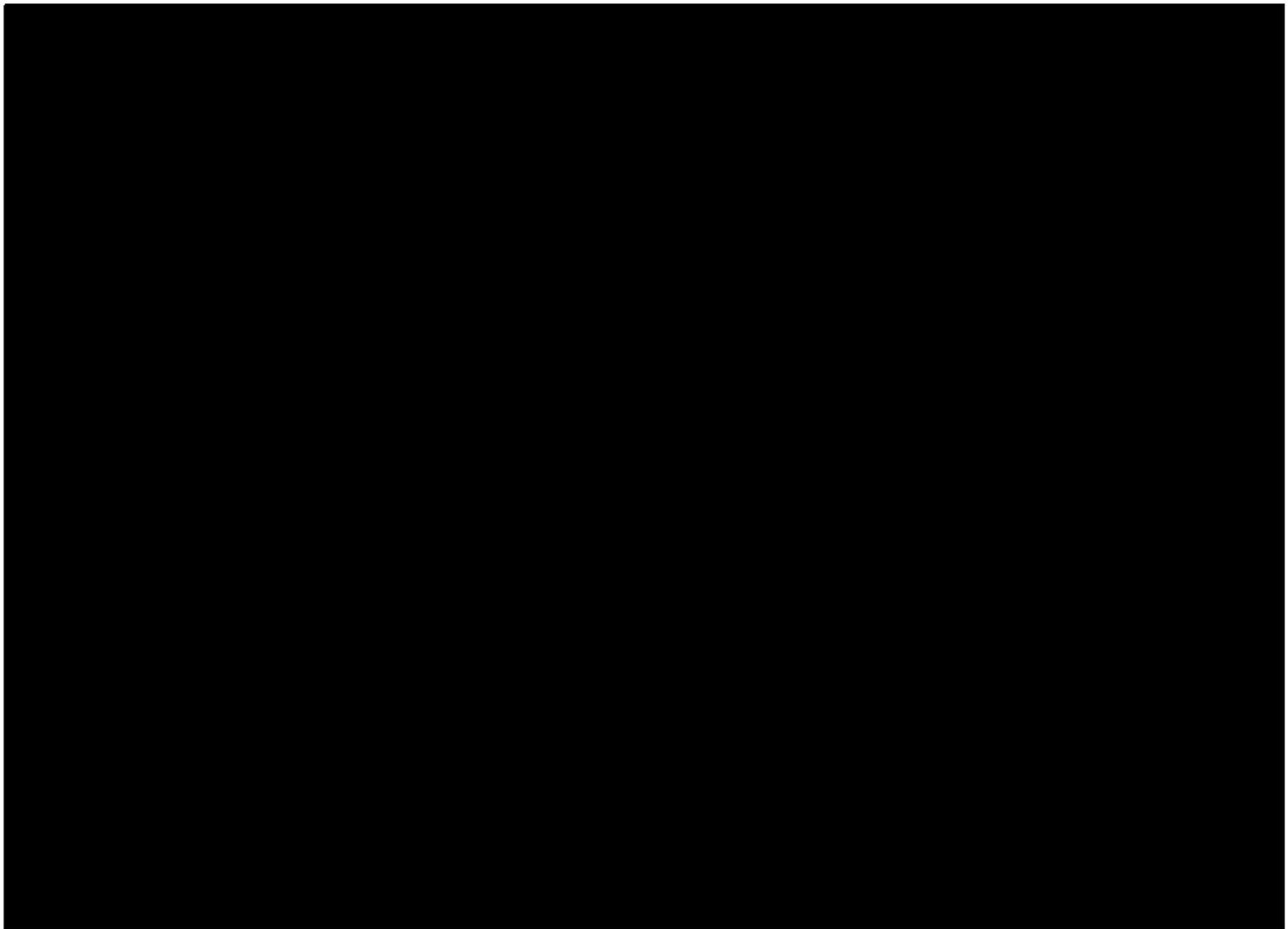
3. Applicant's Evidence of Suitability

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-

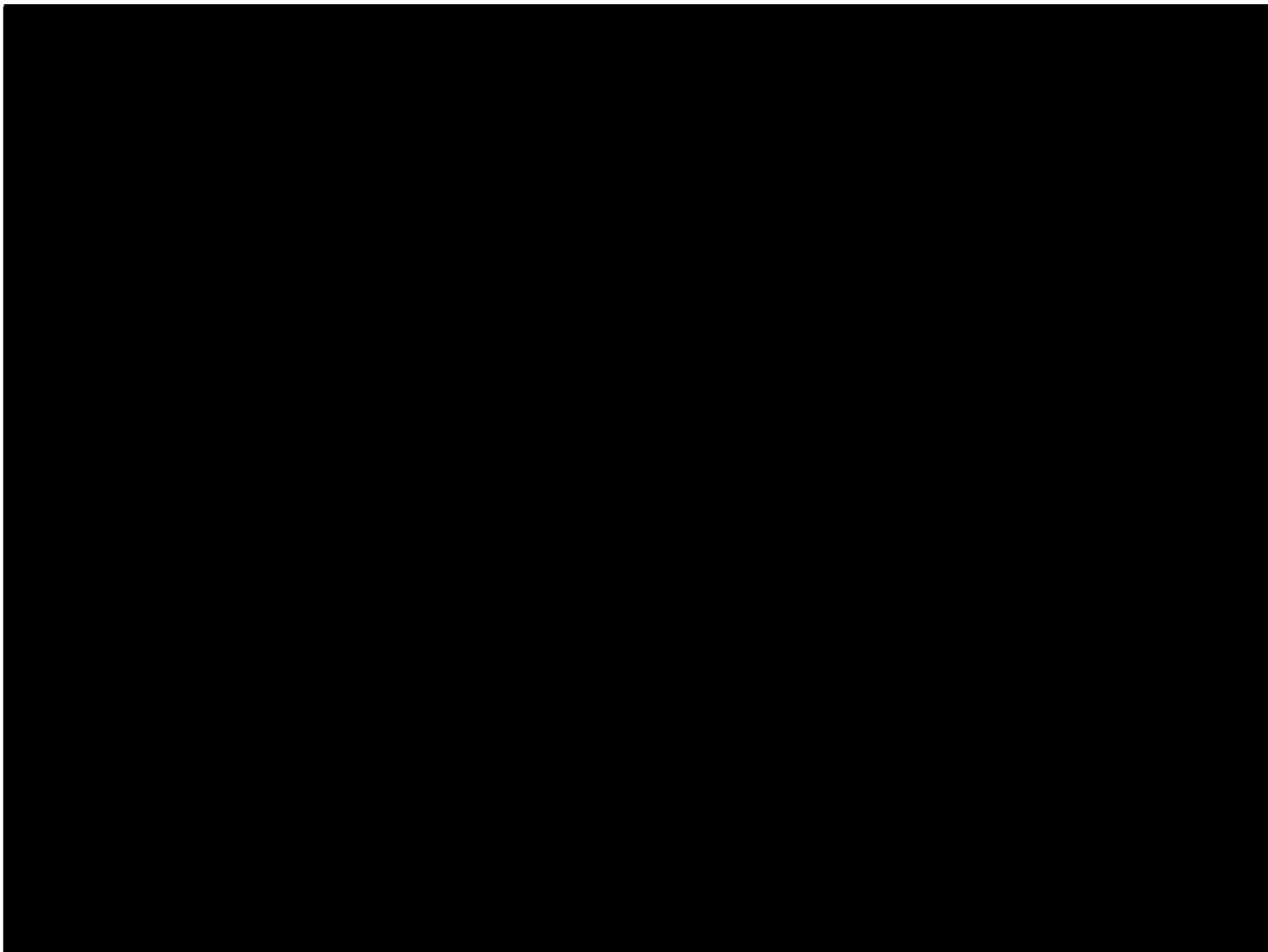
compliant and describe the circumstances surrounding that situation. Indicate N/A for each individual with no history of non-compliance.



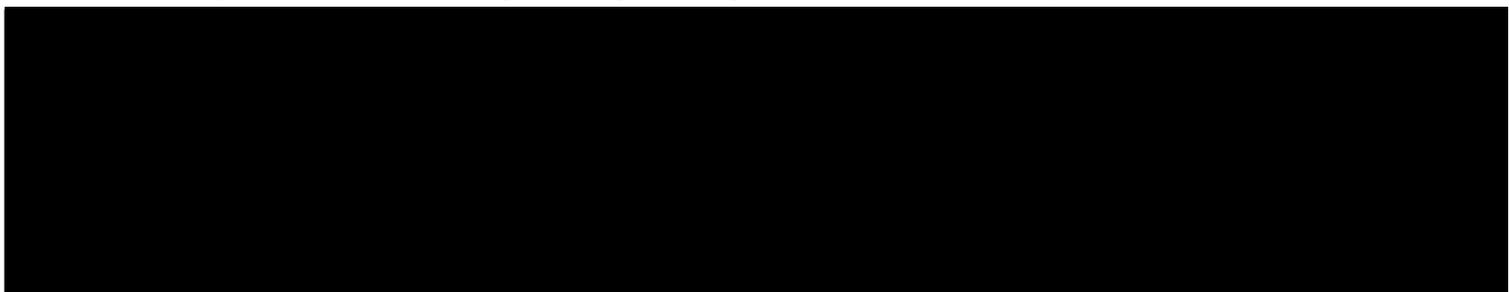
3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board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

[Herbal Care Center, Inc. has negotiated and executed an LOI with HCC Holdings LLC to lease a facility that will be built to suit in Fall River, MA. Construction will begin immediately upon licensure of Herbal Care Center, Inc. by the Massachusetts Department of Public Health. The land is owned by the Fall River Redevelopment Authority and the facility will be constructed in the SouthCoast Life Science and Technology Park at Fall River. An assignable option to purchase the 4-acre building site and an additional 10 acres is available if it is necessary for expansion and beneficial to HCC LLC and Herbal Care Center, Inc. The new facility will house all RMD operations in one facility. In exchange for a lease for the facility, Herbal Care Center, Inc. will pay a higher monthly lease rate to offset costs for tenant improvements over a period of years. In addition, HCC Holdings LLC has agreed to forgo rent for the first nine months of operations. The turnkey facility combined with the rent allowance will position Herbal Care Center, Inc. to limit up-front costs and provide high quality medicine and services to its patients

The SouthCoast site offers a shovel-ready site with 30 day permitting. The LOI provides Herbal Care Center, Inc. a fully built facility that will provide all necessary power, IT and camera wiring, HVAC, ventilation and water requirements, as well as all affixed equipment and furniture (including ballasts, extraction equipment,

irrigation equipment, etc.) for the operation, allowing a “plug and play” move-in for the RMD. All architectural and engineering plans will be approved by Herbal Care Center, Inc. to ensure the facility is move-in ready upon completion of construction.

This arrangement is beneficial to the cash flow of Herbal Care Center, Inc. and allows the non-profit to retain financing for working capital. No tenant financed improvements or upgrades to infrastructure will be initially required. Very little construction risk exists as the site is provided by the Redevelopment Authority. HCC Holdings LLC will install the equipment necessary for the operation of #400-1,000W flowering lights in a total cultivation area including work areas, processing facilities, and storage facilities. A 3,500 square foot dispensary and a 1,500 square foot manufacturing area will be constructed during the capital build out period with no capital cost assigned to Herbal Care Center, Inc.

The capital budget for the project is broken down into three categories: planning and development, build-out costs, and equipment costs. Working capital requirements are not included in these estimates.

Planning and Development:

Planning and development costs are attributed to the HCC Holdings LLC. Herbal Care Center, Inc. has budgeted \$5,000.00 for this we will employ the expertise of HCCI's director of security Jay Groob to assist in the design process. The facility will be designed and constructed utilizing a “rings of protection” concept based on the advisors input.

Build-Out Costs:

All necessary fixtures, installed equipment, mechanical, electrical and plumbing hook-ups and vaults will be provided by HCC Holdings LLC as a part of the lease. Herbal Care Center, Inc. will not incur any tenant improvement costs.

Equipment Costs:

An equipment budget of \$186,202 is projected for the RMD operation. The vehicle budget totals \$79,500 for three transportation vehicles, vehicle safes, and GPS equipment installed, allowing Herbal Care Center, Inc. to have a robust and cost effective delivery program for the benefit of its patients. \$35,002 is estimated for consumable cultivation equipment. \$20,000 is allocated to furniture and fixtures not attributable to the lease, \$15,000 to computers and IT equipment and \$17,500 will be used to purchase packaging equipment. The itemization of these costs is detailed on Exhibit 4.3. A contingency of approximately 10% is included in the budget for a total of \$16,700. Should a cost overrun occur, the RMD has sufficient capital to commit to the project.

]

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.

[Herbal Care Center, Inc. projections for the period beginning September 2014 and ending August 2015 are attached as Exhibit 4.4. Pre-development costs incurred from notice of approval for entity to the start of operations are consolidated into one line item detailed below.

Cultivation operations are expected to begin in May 2014 in Bristol County after an estimated 30-day permitting and construction period assisted by Fall River Redevelopment. Sales are expected to begin September 2014 in Bristol. We anticipate the total number of patients in our service area to reach 3,971 patients at maturity based on a report generated by an independent research firm, BBC Research & Consulting.

We based the scale of our operations on an estimate that we will serve approximately 33.3% of the patient population in the county. We anticipate demand for our facility to reach 2,171 ounces per month for 1,390 patients served. We set production goals to 2,500 ounces per month average production in order to meet any extraneous demand from visiting patients. We believe the ramp-up period of three years will see substantial increases each month to reach 100% at the end of that period.

Our manufacturing processes will incorporate plant materials from our processing operations. We combine all raw material and infused products sales to total \$5.35M in the first year of operations. Pre-filled vaporizer sales are estimated to total \$624,181 during the period. A small revenue stream of \$1,440 is anticipated from our delivery program as the program will focus on patients with verified financial hardships delivery charge in the tri-county area.

The payroll budget for the year one period totals \$1,757,199. The fringe rate line item includes taxes and insurance. A licensing and training budget of \$2,000 per year is factored into the fringe rate. Herbal Care Center, Inc. has engaged the services of cultivation consultants to ensure a successful ramp-up of our cultivation operations. The majority of the consulting budget is attributed to this contract.

The most significant expense line item in the Other Expenses category is supplies (\$1,073,996) for cultivation operations (\$758,115), manufacturing operations (\$67,388), and child resistant packaging (\$248,493).

The office expense line item includes regular office supplies, retail scale and alarm permit licensing fees, and software licensing fees.

The utilities expense is largely attributable to the electric cost at the cultivation facility estimated to be \$15,887 per month.

The inventory control software and point of sale system are subject to monthly fees budgeted around \$1,750 per month. A delivery logistics service for route planning and vehicle GPS tracking system monthly fee is also included in this line item.

Laboratory testing is a large expense line item of \$265,741 estimated based on fees for a complete cannabinoid profiles and residual pesticide screenings at \$250 per sample analysis (average cost in other medical marijuana states).

Insurance coverage will include general liability, property-casualty, product liability, and errors and omissions policies. Insurance deposits of 25% of the policy fees are factored in the pre-development costs line item.

The annual rent expense for the turnkey facility is \$525,000 respectively, with an allowance for no payment of rent for the first nine months of operations. The manufacturing facility is housed within the cultivation facility.

Security cameras at both facilities will be monitored by an off-site security provider providing video verification of any alarm events. This \$33,000 expense for the period also includes off-site storage of surveillance recordings.



PIN debit transactions are common in the industry and we have budgeted the transaction fee based on 35% of sales being transacted with a debit card. Monthly operating account fees and debit transaction fees are projected to total \$72,622 for this period.

Business personal property tax is estimated to be approximately 3.9% on the purchase value of equipment assessed annually. Use tax on other items is absorbed by the line item total.

Interest expense amounts to \$93,979.84, \$11,747.48 per month for 12/1/14 to 8/1/15.

The patient education and outreach budget of \$36,000 covers programs and sponsorships for the year. The line item also includes the on demand interpreter service we will utilize in the dispensary operation and to translate educational materials. Other outreach expenses include community programs to increase awareness and understanding of appropriate use medical marijuana and understanding of the laws and mechanics of the program.

As a non-profit, we anticipate a fairly expensive audit of year-end financials and will engage our CPA firm to perform quarterly reviews. The RMD will operate with non-profit governance, but be treated as a for-profit entity for tax purposes. Additional complexity lies in the special tax provisions for businesses operating in the medical marijuana field. We project accounting fees total \$30,000 annually. Legal services are budgeted for \$20,000 annually.

Finally, the year one budget incorporates all pre-development costs incurred between the notice to proceed from DPH and receipt of a certificate of occupancy for the cultivation and manufacturing facility allowing normal operations to begin. A license fee is assumed to be charged in January or February 2014 and is assigned to the pre-development line item.

]

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.

[Herbal Care Center, Inc. projects patient populations, patient utilization, growth, and revenue and expenses based on estimates from industry research and our consultants who have operated in several medical marijuana states. While informed, these projections may not align with the actual ramp-up of the medical marijuana program. As a result, we developed a model that is scalable to meet actual demand. With access to 35,000 sq. ft. of cultivation and manufacturing space in a single facility, we have determined that an initial build-out of 15,000 square feet for cultivation, 3,500 sq. ft. for dispensary operations and 1,500 sq. ft. for manufacturing is warranted in the first year of operations as over-production creates both external security risk and internal diversion risk.

Our projections come from estimates by BBC Research and Consulting, an independent firm that provides analysis of emerging markets and public sector issues and reports estimating patient populations in Colorado, Connecticut, Washington and Massachusetts. From the report:

Colorado capture rates are used because not all patients suffering from qualified conditions are accepting of medical marijuana as treatment. Colorado was chosen from a group of five states that have adopted medical marijuana enabling legislation because it was the only state that satisfied the following criteria: (1) a regulated

dispensary market model; (2) tracking of license holders by qualifying condition; (3) maturity in the system to allow for doctor and patient adoption; (4) a regulatory system that allows for physician discretion to determine additional conditions that will benefit from medical marijuana. The methodology assumes that eligible patients in Massachusetts will elect to use medical marijuana for treatment of their condition in roughly the same frequency as patients in Colorado. BBC estimated the number of potential medical marijuana patients in Massachusetts based on the prevalence of the qualifying conditions in the state's population and capture rates calculated using data from a regulated, mature medical marijuana state. Based on available data and reasonable assumptions, we estimated that initially 145,120 Massachusetts residents will potentially seek medical marijuana licensure, and this number may range from 140,560 to 151,440.

While BBC estimates the total patient population at maturity, there is no estimate for the growth rate to that ultimate patient base. While Colorado adoption rates may be applicable to the Massachusetts population, the ramp-up in Colorado was extraordinarily rapid as they had an unregulated dispensary system with no restraints on advertising or regulations surrounding sales. As such, Arizona may be a more applicable model for estimating patient growth. Arizona saw 17.6% of their estimated patient population register in the first year of the program, slowing in year 2 and 3, and is currently 26%. However, the dispensary system roll out in Arizona has been problematic and patient access has suffered. Based on our estimates, we have built our model on a registration growth rate of 35% in year one, 60% in year 2, and 100% in year three. We have also based our growth and demand model on the assumption that three RMDs will be licensed for operation in Bristol based on its population related to the overall Massachusetts population. We assume a 33% capture rate for Herbal Care Center, Inc. of the number of patients assumed to reside in Bristol, estimating that some patients will be drawn to other counties based on ease of access.

Utilization estimates vary wildly based on the source of the estimate. Given the similar nature of the Colorado and Massachusetts structure, we have adopted the utilization rate offered by our Colorado consultants who have operated multiple facilities in different areas of the state. We have projected that patients will utilize 1.5 grams of raw material per day for a monthly total of 1.6 ounces or 19.6 ounces per year.

The increase of available infused products in regulated states makes this metric even more difficult to project. Based on advice from our consultants, demand for manufactured products including ready-to-use vaporizer cartridges, sublingual products, and topicals are in high demand and growing in popularity. They report the ratio of raw material to infused product sales has changed from 95:5 to 50:50 over the course of four years. Based on this information we assumed all infused product sales to be additional to the 1.5 grams per day average. We will produce all available plant material from processing operations in our manufacturing operations and assume that 100% will be sold.

In year one we will build-out and operate in one-half of our leased space to meet our projected demand. The design is easily scalable to increase or decrease production if our projections are not in-line with actual results. We will set target yields 25% higher than anticipated demand in case of rapid registration rates or needed access if other licensed RMDs do not begin dispensing operations at the same time as Herbal Care Center, Inc. This inventory hedge will also compensate for any production issues. A 2013 Rand study shows the organic marijuana production typically results in lower yields than traditional methods. To compensate for this issue, we have engaged organic cultivation experts who have been proven to obtain yields above average with a true organic cultivation method. Additionally, our facility design incorporates multiple cultivation rooms that can be shut down in case of an unmanageable pest outbreak without drastically impacting expected yields in other areas.

Based on our current projections, we do not estimate an expansion will be necessary during the reporting period. An ongoing analysis of the operating results will determine the necessity of that expansion. We will

permit the project in the beginning of year two for readiness, but will not develop the second cultivation area until demand warrants the expansion.

Revenues and expenses are directly correlated to production and demand. We estimate a 30 day inventory turn with an additional 30 days in process at all times. Our projections are supply based rather than sales based. We assume that all marijuana will be sold as raw material or processed into infused products attempting to take advantage of all saleable products and generating as little waste as possible. The harvest schedules will be set to efficiently utilize our human resources and maintain a dedicated processing crew that is working harvest or processing operations on a regular basis. Given the large expense associated with licensing and training new dispensary agents, we will incorporate lean manufacturing principles that do not sacrifice safety or quality. All revenues are based on an average gram price of \$12.50. Medical marijuana has shown dramatic price variability in all regulated markets. The average gram price in Colorado for marijuana grown indoors is around \$8.50 while in California (without state regulation) indoor marijuana is priced closer to \$12.50 per gram. We established year one pricing for marijuana and infused products on \$12.50 per gram. As our revenues grow and the RMD reaches stability by reserving sufficient funds for expansion and debt service, we will review and adjust prices.

We intend to increase benefits to patients with financial hardships as a priority over reducing prices for all patients. Rand studies have also shown an increase in marijuana use is directly correlated to a decrease in price (2010). We intend to keep in-line with "market" prices once the Massachusetts program is stable. As a non-profit that expects to be in the unique position of eventually earning significant revenues, we have determined that any resulting net increases (after taxes and reserves are met) will be distributed in the following manner, 15% to increase pay and benefits to employees, 25% to increase the funding of the patient hardship program and expand the delivery program, and 60% to direct giving for community non-profits and medical marijuana research.

Any available net increase in sales is subject to federal income tax as the non-profit is taxed as a corporation. Additionally, operators in this field are subject to much higher than typical corporate tax rates due to an IRS provision that does not allow a large portion of administrative and overhead expenses to be deducted. The totals reported on Exhibit 4.5 are estimated net increases before taxes and amortization. We are utilizing a 45% tax rate in our projections. Applying this tax rate cuts the projected increases almost in half. However, if the Massachusetts patient population reaches BBC's projected total and we continue to expand into our available space, and our fund balance allows us to create robust and exciting programs to benefit both patients and the Commonwealth as a whole.

]

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).

[Herbal Care Center, Inc. has been underwritten and secured a Massachusetts medical marijuana approved insurance quote from Greenpoint Insurance Advisors, LLC ("GPIA") issued by the A+ rated insurance carrier, Lloyds of London. GPIA is an established Colorado-based insurance brokerage that has developed an excellent reputation providing medical marijuana insurance and risk management services for the past 4 years. GPIA maintains relationships with insurance companies proven to be reliable for the marketplace and necessary for meeting public policy requirements. Lloyds of London has provided medical marijuana insurance for over 10 years.

Herbal Care Center, Inc. insurance quote meets or exceeds the requirement for 105 CMR 725.105(Q) such as general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, (annually), and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. The deductible for such a liability policy shall be no higher than \$5,000 per occurrence. The policy affords product liability coverage for medical marijuana and its derivatives. Additional coverages include personal and advertising injury, fire damage legal liability, medical payments and variety of property coverages.

GPIA provides services to the medical cannabis industry including education and implementation of their risk management and prevention systems, such as:

Procurement of comprehensive commercial insurance from medical marijuana approved insurance carriers exclusively for operating a licensed company.

Procure liability and property insurance protection above the minimum requirements pursuant to 105 CMR 725.105(Q). Other insurance or risk prevention considerations:

- A. Additional Liability Insurance: Umbrella, Employment Practice Liability, Directors & Officers, Commercial Automobile/Non-Owned, Professional Liability
- B. Additional Property Coverages: Equipment, Medical Marijuana, Crop, Equipment Breakdown, Cargo Coverage, Business Property, Business Income
- C. Adherence to policy terms, conditions, warranties or condition precedents for the purposes of risk management. Prevention of property, liability, and strict liability claims related to dispensing, cultivation, manufacturing and infused products manufacturing.

Provide approved workers compensation insurance as required with Mass General Law 152 Sec 25A for all Herbal Care Center, Inc. employees.

- A. Establish comprehensive safety/health education/training programs to prevent or reduce employee injury and illness.
 - B. Incorporate Employer's Guide To The Massachusetts Workers Compensation Insurance System, Workers Compensation Act and other online resources.
- Clear guidelines for hiring true independent contractors and their employees. Utilize Massachusetts Labor and Workforce Development Proof of Coverage.

]

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.

[SouthCoast Life Science and Technology Park, Innovation Way, Fall Rivers, MA. (The exact address has not yet been assigned to this 4 acre plot.) Herbal Care Center, Inc. has an assignable option, pursuant to a Land Disposition Agreement, to purchase land from the Falls Rivers Redevelopment Authority. This option will be assigned to HCC Holdings LLC, who will finance the build-out of the property and lease it back to Herbal



Care Center, Inc. on fair and reasonable terms. Herbal Care Center, Inc. has entered into a binding LOI with HCC Holdings LLC to lease the property in the event the option is assigned.]

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).

[SouthCoast Life Science and Technology Park, Innovation Way, Fall Rivers, MA. (The exact address has not yet been assigned to this 4 acre plot.) Herbal Care Center, Inc. has an assignable option, pursuant to a Land Disposition Agreement, to purchase land from the Falls Rivers Redevelopment Authority. This option will be assigned to HCC Holdings LLC, who will finance the build-out of the property and lease it back to Herbal Care Center, Inc. on fair and reasonable terms. Herbal Care Center, Inc. has entered into a binding LOI with HCC Holdings LLC to lease the property in the event the option is assigned.]

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).

[SouthCoast Life Science and Technology Park, Innovation Way, Fall Rivers, MA. (The exact address has not yet been assigned to this 4 acre plot.) Herbal Care Center, Inc. has an assignable option, pursuant to a Land Disposition Agreement, to purchase land from the Falls Rivers Redevelopment Authority. This option will be assigned to HCC Holdings LLC, who will finance the build-out of the property and lease it back to Herbal Care Center, Inc. on fair and reasonable terms. Herbal Care Center, Inc. has entered into a binding LOI with HCC Holdings LLC to lease the property in the event the option is assigned.]

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.

[At the beginning of October of 2013, HCCI Executive Management Team member SooSheung Wong met with the Vice Chancellor of UMASS Dartmouth, Vice President of the Economic Development Office and advisor to the SouthCoast Life Science and Technology Park in Fall River, and a real estate sales representative to discuss HCCI's proposal to locate a RMD in the SouthCoast Life Science and Technology Park. HCCI explained that the Life Science Park and it's state of the art biotechnology

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.

facilities and UMASS's graduate students and researchers attracted the organization to the location. The initial meeting resulted in positive verbal support from all parties to move forward with the proposal and the Vice Chancellor of UMASS Dartmouth spoke with the Chancellor and received verbal support for HCCI to locate a RMD at the SouthCoast Life Science and Technology Park.

After this initial meeting HCCI toured the location and visited SouthCoast Life Science and Technology Park's new Massachusetts Accelerator for Biomanufacturing. This cutting-edge facility allows start-up companies to conduct life sciences research and will help to further HCCI's goal of innovating and investing in the field of medical cannabis research. HCCI obtained written support from the Massachusetts Accelerator for Biomanufacturing to bring their RMD to the SouthCoast Life Science and Technology Park.

At the end of October HCCI Executive Management Team members Frank Taw, Vincent J. DiMento, and SooSheung Wong met with the Director of the Office of Economic Development to continue substantive discussions about Herbal Care Center, Inc. and the process of acquiring land at the SouthCoast Life Science and Technology Park.

Following the meeting with HCCI's Executive Management Team, the Director of The Office of Economic Development had informal discussions with the Mayor of Fall River as well as the Chief of Police and the Director of the Department of Public Health on behalf of HCCI. During these informal conversations city officials were informed of HCCI's desire to open a RMD at the SouthCoast Life Science and Technology Park. The Mayor, Chief of Police, and Director of the Department of Public Health all expressed their informal verbal support for HCCI's plan during this time.

On November 12th 2013 HCCI was invited to provide more information and give a formal presentation to the Fall River Redevelopment Authority board concerning their plan to bring a RMD to the SouthCoast Life Science and Technology Park. The Fall River Redevelopment Authority board owns the land where the SouthCoast Life Science and Technology Park is situated. The Fall River Redevelopment Authority is a public body appointed by the Mayor of Fall River.

A formal presentation did not need to take place at this meeting because the Redevelopment Authority had sufficient information and held a formal vote. The Fall River Redevelopment Authority board voted to give permission to move forward with the proposal for HCCI to purchase city land and open an RMD. Additionally, this public-body voted to amend their covenants to permit a larger retail space for the RMD – and to prohibit any place where children congregate from opening up within 1000 feet of the RMD's proposed location.

After this formal vote the Fall River Redevelopment Authority board designated their city attorney to negotiate the terms of the land disposition agreement. HCCI entered formal negotiations regarding the terms of the agreement on November 14th and the agreement came to terms on November 18th. The Chairman of the Fall River Redevelopment Authority board executed the land disposition agreement the following day, which gives HCCI an option to purchase the land dependent on the Department of Public Health's selection of HCCI for a RMD registration. This vote by the Fall River Redevelopment Authority board and option to purchase the land demonstrates their approval for HCCI's proposal to bring a RMD to SouthCoast Life Science and Technology Park.

With the Fall River Redevelopment Authority's approval, no other zoning or other special permit is required to develop the land and open an RMD, because the Fall River Redevelopment Authority has binding powers on the city of Fall River. Once this agreement was executed, Fall River became

contractually required to allow HCCI to open up an RMD – without any further approval. Thus, HCCI is 100% approved to open up an RMD according to the City of Fall River and the Fall River Redevelopment Authority.]

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.

[Herbal Care Center, Inc. proposed cultivation, processing, and dispensary site are all at the same location at the SouthCoast Life Science and Technology Park on Innovation Way in Fall River, Massachusetts. This location will comply with all local codes, ordinances, zoning and bylaws, as well the state requirements for location as follows:

Once we are granted a license, HCCI or their assignee HCC Holdings LLC will exercise the option to purchase land in Fall River where we will construct a facility to cultivate, process and dispense medical marijuana. When the option to purchase is assigned, HCCI will exercise their option to lease the facility from the HCC Holdings LLC. The parcel of land is situated in a newly developed Life Sciences Industrial Park. HCCI plans to invest in research and development of Cannabis to gain more knowledge and to find new clinical applications and delivery systems for medical marijuana. The SouthCoast Life Sciences and Technology Park offers a new cluster of biotech industries outside of Cambridge and will facilitate easy access to the Massachusetts Accelerator for Biomanufacturing, clinical and academically driven research collaborations with academic and medical campuses across Massachusetts.

SouthCoast Life Science and Technology Park is zoned to allow for general life science and biotechnical uses. The Fall River Redevelopment Authority, the public body that owns the technology park, executed a land disposition agreement with HCCI on November 19th and approved the proposed RMD facility at that location as a general life science use. The land disposition agreement signed by both the Fall River Redevelopment Authority and HCCI states that the Redevelopment Authority has determined that the sale of property to HCCI for the purposes of setting up an RMD are consistent with the goals and objectives of the SouthCoast Life Science and Technology Park. This approval means that HCCI's RMD facility fulfils local zoning requirements for land use at that location.

In addition, HCCI complies with all state requirements for locations because HCCI has a land disposition agreement to purchase a location that is over 1000 feet from areas where children commonly congregate, including schools, churches and youth recreation facilities.

Within a three-month period from the execution of the Land Disposition Agreement, HCCI will conduct an inspection of the property including site assessment, Title review and survey, environmental site assessment and Geotechnical testing. Through this process HCCI will obtain any additional permits or approvals required by the state and city.

Herbal Care Center, Inc. has hired the law firm Vicente Sederberg, LLC to assist with ongoing compliance issues related to local codes, zoning, and bylaws. With offices in Needham, Boston, and Denver, Colorado, Vicente Sederberg is a respected national leader in the area of medical marijuana and has guided the successful compliance of hundreds of medical marijuana businesses across the nation.

]

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.

[Herbal Care Center, Inc. is invested in the long term and determined to be a contributing and respected community member. Responsible, corporate citizenship is core to our organization's beliefs. We have worked closely with the city of Fall River's Office of Economic Development, the Redevelopment Authority and UMASS's Massachusetts Accelerator Biotechnology facility (MAB) in securing a location for our facility that meets the needs and desires of the community. As we go through the planning and construction phase of the project, we will communicate our progress with all constituents in the community, via meetings and outreach to neighbors, law enforcement, and community groups. Once operating, we will continue outreach out into the community, for example, where possible, we will work with local labor organizations such as the United Food and Commercial Worker's Union.

Much of our team has considerable experience serving on the boards of non-profits, or in directing corporate charity programs. In continuing with this legacy, the Herbal Care Center Inc. will provide philanthropic support to other community service organizations. CEO Frank Taw's businesses donate at least \$10,000 a year to charitable organizations. In the past, Taw has given generously to Ray Tye Charitable Foundation, Boston Bakes for Breast Cancer, Combined Jewish Philanthropies, Barry L Price Rehab Center, HandiKids, Chrohns and Colitis Foundation, Aids Action Committee, Community Servings, American Red Cross, Kids Coat Club, Children's Hospital, and Clarks Foundation.

One of HCCI's specific area of interest is veteran programs treating PTSD, substance and addiction abuse programs and job creation programs. Assisting veterans is of particular relevance for the group, given Bill Leahy's status as veteran of the United States Air Force.

Community relations will be directed by Bill Leahy, the Director of Operations, who has over six years of successful experience in building community and medical marijuana business bond. As the General manager of The Farmacy medical marijuana dispensary, Bill has unparalleled skill in serving as a liaison between medical marijuana businesses, city council, city planning commission members, and neighboring businesses. Bill will directly oversee the training of staff with an emphasis on how to be respectful to neighbors and customers alike.

Herbal Care Center, Inc. will hire a person responsible for communications and community relations to ensure that we keep abreast of the community's needs and concerns. This individual will respond to any neighborhood complaint within 48 hours and hold community meetings to receive feedback from the neighbors.

Herbal Care Center, Inc. will utilize carbon filters and other updated technology to mitigate odor issues at both the dispensary and the cultivation center. Our signage and exterior lights will be in full compliance with local code and will blend into the fabric of the community. Leaving the store, all medical marijuana will be in sealed, child-proof packages that are placed into plain brown paper bags, so as not to raise any interest by community members.

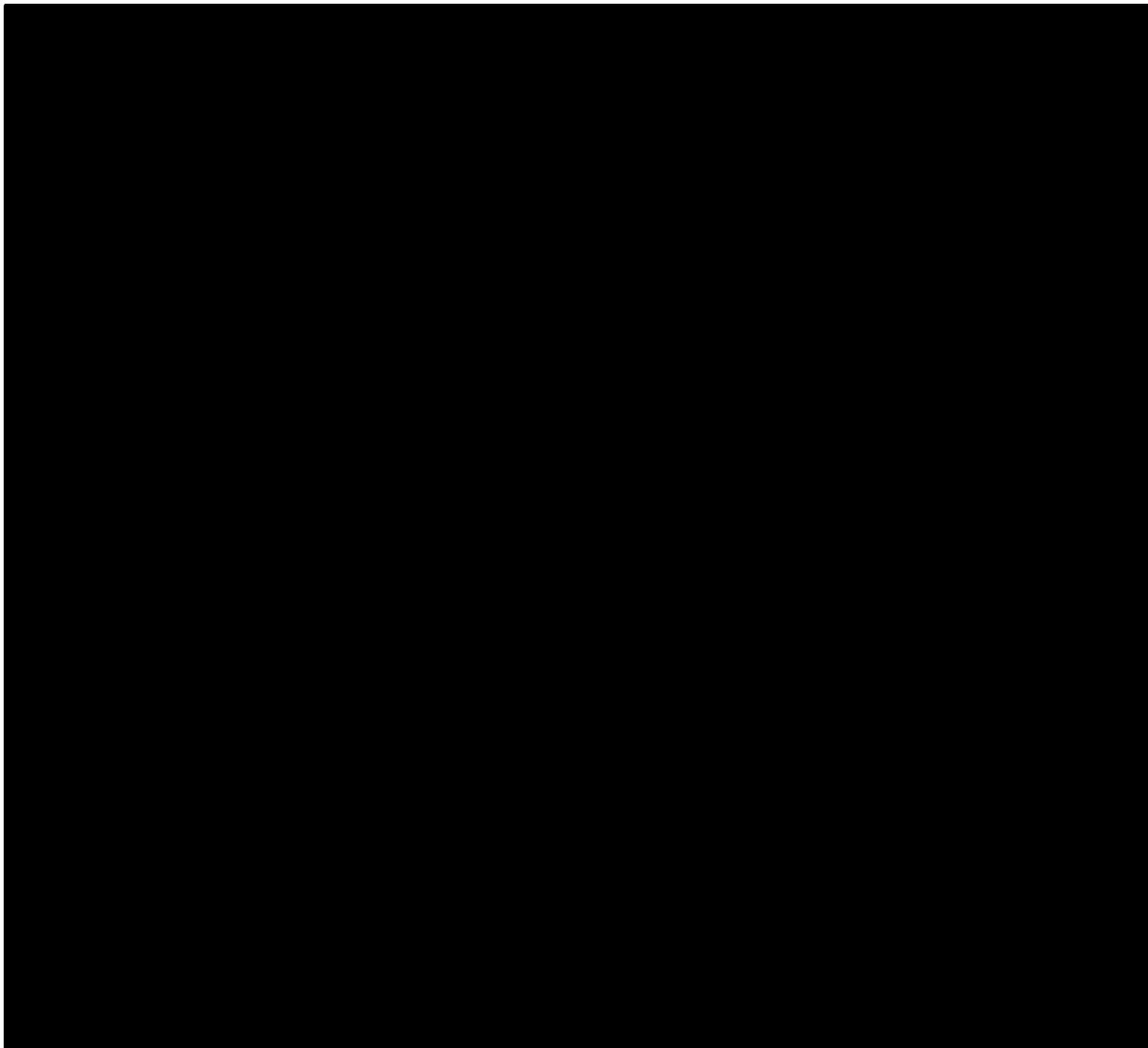
A robust security protocol, as overseen by the Director of Security, Jay Groob, with over 25 years of experience in the law enforcement arena, will provide great comfort for the surrounding community. Cameras will be highly visible and in order to keep the area around our facilities safe and secure for our staff, patients

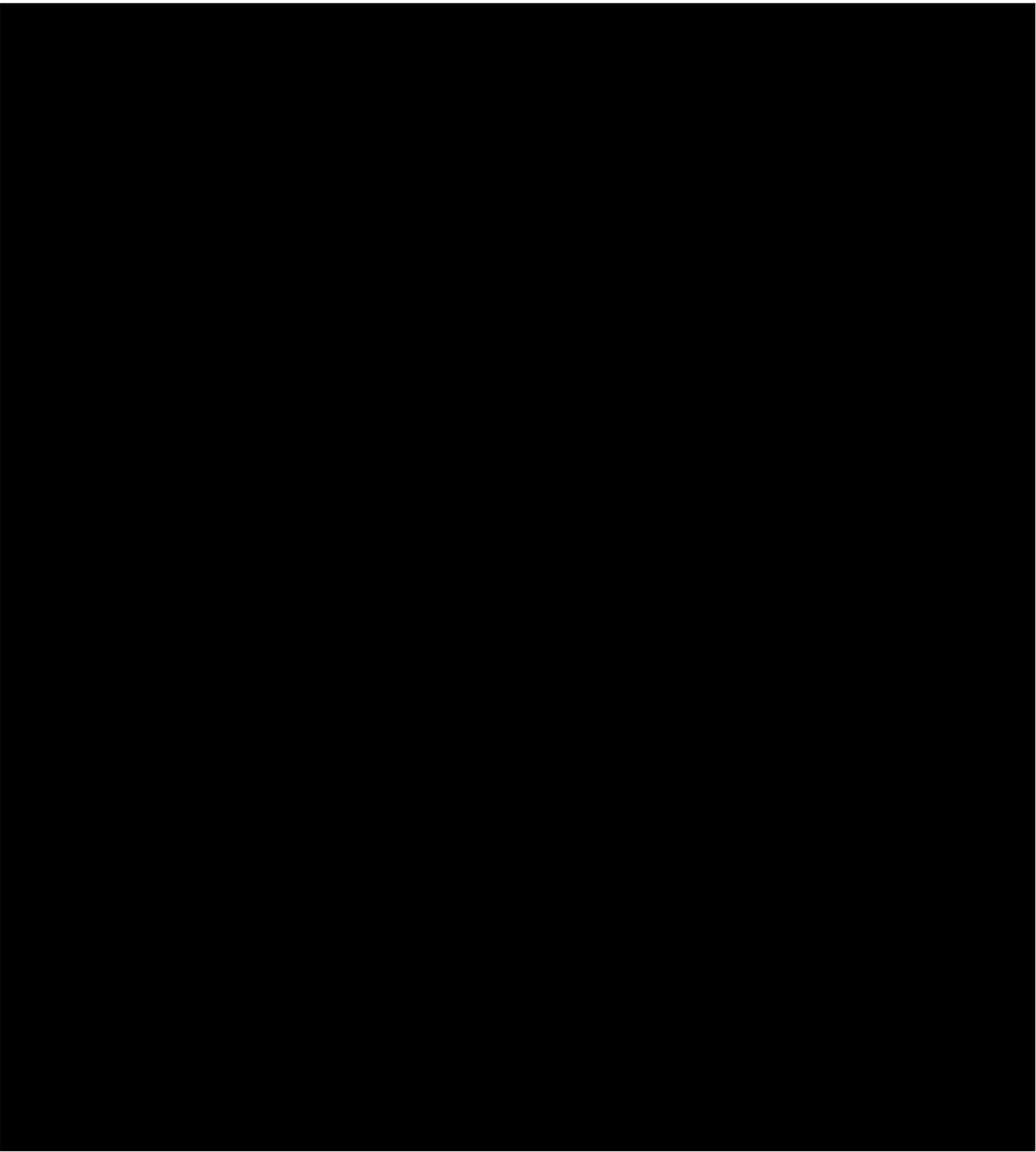
and community, we will actively ensure that unauthorized individuals are not allowed to loiter or remain on our premises. Mr. Groob will engage in immediate and ongoing outreach to local law enforcement to address any issues and will incorporate their feedback into the RMD's operations.

To demonstrate our support for the community, we will give generously to local charities and post donation "thank yous" prominently at our RMD. We will place donation jars on our counters and start "food drives" during Thanksgiving, Christmas, and other major holidays.

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





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



6. Staffing Plan and Development

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

[The Herbal Care Center, Inc. Staffing Plan details the processes used to manage our human resources. The Staffing Plan will ensure we have sufficient staff that possess the correct skills sets and experience to ensure a successful operation. All employees and consultants are assigned to a department for oversight. Department managers oversee personnel assigned to their department. As Chief Executive Officer (CEO), Frank Taw will report to the board of directors and will establish, oversee and guide policy implementation with each department director. All employees are dispensary agents for the purposes of regulatory compliance and must be registered with DPH. Herbal Care has adopted detailed operations and personnel manuals that all staff will be required to be educated upon and follow to ensure compliance.

Reporting structure:

Each manager is responsible for ongoing performance evaluations, performance issues and recognition, promotions, and disciplinary actions in their department. Managers are required to communicate all necessary information on employee performance to the general manager and human resource director as often as necessary. Managers are encouraged to provide verbal feedback to employees regularly. Managers are required to complete formal performance reviews at least annually at the end of any probationary period.

Position Description and Full Time Equivalency:

Key positions within the organization include:

- The chief executive officer oversees the operation of all RMD departments, managers, and agents. The chief executive officer delegates responsibility for management and day-to-day operations to the general manager, and s/he has the authority to carry out these responsibilities, in accordance with the direction and policies established.
- The medical director reports directly to the CEO and provides oversight and support to administrative staff to help maintain and continuously improve the quality of care provided to our qualified and registered patients and caregivers; identifies and suggests topics for training through observation and evaluation of patient care; develops, organizes, and facilitates education programs for patients, caregivers, board members,

and the community at large concerning methods of consumption, cannabinoid profiles, regulation updates, participates in the monitoring of the our quality assurance program.

- The general manager oversees all day to day operations and reports directly to the CEO. This position works closely with the department directors for cultivation, operations and security as well as being accessible to all junior staff. Will work with the human resources director to approve all new employees and to promulgate personnel policy and standards.
- The chief marketing and innovations officer reports directly to the CEO and is responsible for the formulation and enactment of all marketing and advertising efforts. This position is also responsible for researching innovative vendors and products for ancillary products designed for use with medicinal marijuana.
- The general counsel will be the primary attorney and legal resource reporting directly to the CEO. The position will be the primary resource to approve all new policy with liability or legal implications for guidance and advice.
- The chief financial officer will be responsible for all financial matters, financial compliance and will act as the chief financial spokesperson for HCCI. Responsible for the strategic and tactical matters as they relate to budget management, cost benefit analysis, forecasting needs and securing of new funds. The CFO will report directly to the chief executive officer.
- The director of finance will be responsible for financial management. This position will report to the general counsel and approve all internal and external financial reports, and will work with the general counsel and CEO to inform and advise the Board of Directors. The director of finance will set the financial recordkeeping procedures and protocols for all departments.
- The director of cultivation will report to the general manger and is responsible for establishing organic cultivation protocols that meet regulatory compliance, as well as municipal regulations applicable throughout production operations; verifies and maintains that procedures, equipment and technology are in place to provide adequate production levels; advises on the implementation and operation of production programs; monitors systems and procedures to ensure their efficacy; files appropriate cultivation records and reports; and coordinates with the production manager on all related operations.
- The director of operations reports directly to the general manager. He ensures consistent daily production operations and our inventory management strategy with the aim of controlling costs within budgetary limits, generating savings, rationalizing inventory; manages junior production staff, executes inventory control measures to ensure the company minimizes inventory and maintains accurate stock system and paperwork; ensures incoming product is receipted, routed and managed appropriately according to company procedure; ensures materials are ready and available for production as and when required; and ensures accuracy of the inventory management system for all locations.
- The director of security will report daily to the general manager and is responsible for enforcement of all security measures and staff. The role is designed to enact and manage a multi-faceted and fully auditable security profile, while monitoring assigned staff and ensuring a safe working environment.
- Cultivators, processors, dispensary agents, security personnel and accounting staff are all front line employees reporting to their respective department heads.

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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.

[Having run successful businesses for decades, the HCCI team is well-prepared to engage in a professional hiring plan.

Herbal Care Center, Inc.'s general manager will coordinate with the human resources manager to acquire all staff. The acquisition will be managed by the human resources manager and typically involves the following: identification of need; job classification and description; solicitation of the vacant position using internal posting, partner posting, external posting, temporary staffing agency, or executive search firm; reviewing resumes and applications; performing and recording reference checks on candidates; recording of information from former supervisors; scheduling interviews; performing a CORI criminal background check on the selected candidate to determine eligibility for DPH registration; and to identify any other possible disqualifying items; application to DPH for registration; new hire orientation and training only upon successful registration; and completion of the probationary period.

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

All of our executives will register with the Department of Criminal Justice Information Systems pursuant to 105 CMR 725.100(A)(7) and submit to the Department a Criminal Offender Record Information (CORI) report for each individual for whom the RMD seeks a dispensary agent registration, obtained within 30 calendar days prior to submission.

Qualifications and experience:

- Frank Taw, Chief Executive Officer - Frank has been in the hospitality and service industry for over 30 years. He is the CEO and partner of Golden Temple Restaurant which has been operating since 1961. Mr. Taw is also the General Partner and Managing Partner in various commercial real estate entities in the Metropolitan Boston area for over 25 years where he consults on real estate investments in the New York and Los Angeles areas, specializing in bringing distressed properties back to profitability.
- Stephen Mayer, Medical Director- Dr. Mayer is a physician specializing in hematology oncology, medical oncology and internal medicine with 12 years of experience. Dr. Mayer attended medical school at Boston University School of Medicine and graduated in 2001 and is a partner in a private oncology practice in Brockton, Massachusetts.
- Ross Vaisman, Cultivation Director - Mr. Vaisman is the founder and owner of Cannabis for Health, a medical marijuana dispensary in Denver, CO. Cannabis for Health is a multimillion dollar business with three locations (dispensary and 2 cultivation sites) and formed a consulting agency in 2013 to assist and advise new owners on establishing a compliant, transparent, and an effective business in the medical marijuana industry.

- Todd Perruccio, General Manager –Mr. Perruccio brings over 20 years operational management experience, with over a decade specializing in large, arena level customer service demand and attendant personnel requirements. He specializes in establishing and enacting accountable and transparent workplace standards to ensure efficiencies and attainable production goals.

- Soo Sheung Wong, Chief Marketing and Innovations officer –Ms. Wong is an experienced executive level non-profit leader with 30 years of cross-industry entrepreneurial success. Specializing in innovative approaches to sector specific challenges in technology, education, health care, services and consumer products.

- Colin MacDonagh, Chief Financial Officer –Mr. MacDonagh is a highly accomplished global tax director with more than twenty years of diverse tax experience managing domestic and global restructurings, mergers and acquisitions, federal and state tax compliance, governmental audits, Sarbanes-Oxley compliance and financial tax reporting.

- Richard McDonald, Director of Finance –Mr. McDonald has almost 25 years of experience as a financial officer specializing in taxes and accounting, serving as CFO for three separate firms. Currently the President and CFO of Golden State Collective, a firm dedicated to the design and implementation of standardized lab testing protocols for medical marijuana.

- Vincent J. Dimento, General Counsel –Mr. Dimento is an attorney with over 30 years' experience. Engaged principally in business law including, but not limited to, transactional, contract, corporate, real estate and licensing matters, Mr. Dimento brings in-depth legal experience in emerging markets and related technology.

- William Leahy, III, Director of Operations –Mr. Leahy has been the General Manager of three dispensaries in California since 2007. Experienced in developing and implementing policies and procedures for medical marijuana operations with a focus on seed-to-sale tracking procedures and inventory management policies. Specializes in liaising with internal and external stakeholders to ensure comprehensive compliance.

- Jay Groob, Director of Security – Mr. Groob brings over 30 years' comprehensive experience in security since earning his BA in criminal justice. A former police officer and published professional security consultant specializing in investigatory, testimonial and academic aspects of law enforcement and preventative security policy.

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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.

[Herbal Care Center's Executive Management team has collectively hired and trained hundreds of staff members at their various businesses, including two separate medical marijuana businesses, over the past decades. As such, they are uniquely suited to create and implement personnel policies for this industry.

Herbal Care Center has developed its non-profit personnel policies based on a fundamental interest in having professional, trained, and reliable employees who treat patients with the upmost dignity, while fully complying with security protocol. We provide opportunities for employees to apply for job openings within the

company. Promotions and transfers will be considered by evaluating each individual's job-related skills, attitude, and other such factors. We will offer a benefit program, including health and wellness, for our regular full-time and regular part-time employees.

We encourage all employees to take time for themselves to rejuvenate and rest, and expects to offer paid time off. The Company is closed, and employees enjoy paid vacation on New Year's Day, Thanksgiving Day, and Christmas Day.

Employees will be granted time off for medical leave, to serve on a jury and/or military leave. Full-time and part-time regular employees will be able to return to their same or essentially similar positions once their health returns or their civic duties have been completed.

Non-exempt employees are paid one and a half times their regular hourly rate when they work more than 40 hours per week, in accordance with federal and state wage and hour laws. Paid or unpaid time off (personal time, holidays, vacation or any leave of absence) will not be considered hours worked when calculating overtime. Employees must obtain a supervisor's authorization prior to working more than 40 hours a week. Each employee's compensation will be reviewed annually.

Every employee must accurately record their time worked. An employee timesheet and time clock entries are legal instruments. Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, up to and including termination of employment. Authorized personnel will review time records each week. Any changes to an employee's time record must be approved by his or her supervisor.

Our employees are held to the highest standards. We operate in a unique environment that demands attention to detail and compliance with Company policies, as well as all federal, state and local laws, including, where applicable, those relating to:

Recruiting Equal Employment Opportunity laws; the Criminal Offender Record Information (CORI); the Age Discrimination and Employment Act (ADEA) the Americans with Disabilities Act (ADA) and the Fair Credit Reporting Act (FCRA);

Hiring at-will employment; confidentiality; post-offer drug testing; I-9 compliance; W-4 administration, and; handbook review/receipt documentation;

Compensation employees are classified as non-exempt unless they meet the salary and duties exception tests; non-exempt employees are paid one and a half times their regular rate of pay when they work more than 40 hours per week; non-exempt employees are paid weekly or biweekly; exempt employees are paid weekly, biweekly, or semi-monthly; paid time off is broken down into specific categories (vacation, sick, or personal), and; accrued but unused vacation is paid out upon separation;

Employee Benefits (vacation, sick, personal); Family and Medical Leave Act (FMLA) compliance (if 50 or more employees); Massachusetts Maternity Leave Act (MMLA) compliance (if 6 or more employees); Disability leave under Massachusetts General Law 151B and/or the ADA; the Uniformed Services Employment and Reemployment Act (USERRA) leave; Employee Retirement Income Security Act (ERISA) reporting and disclosures; Group Health Insurance coverage;

Payroll and Tax Administration (timely payment of wages; time and attendance record-keeping; quarterly withholding tax filings and deposits; quarterly unemployment insurance filings; W-2 and W-3 preparation and distribution; Federal Unemployment administration - 940 filing;

Workplace Laws and Policies (policy against, and training for, sexual and other forms of illegal harassment; notices of employee rights under the Massachusetts Wage & Hour laws; Fair employment laws; Maternity Leave Act; Sexual harassment policy; Information on employees' unemployment insurance coverage;

Department of Industrial Accidents' notice to employees; Right to know workplace notice; Smoke free workplace; "Employee Rights Under the Fair Labor Standards Act" Poster (FLSA / Minimum Wage); "Job Safety and Health: It's the Law" Poster (Occupational Safety and Health Act/OSHA); "Employee Rights and Responsibilities Under The Family and Medical Leave Act"; "Equal Employment Opportunity is the Law" Poster (EEO); Employee Polygraph Protection Act Notice (EPPA); "Your Rights Under USERRA" Notice/Poster;

Workplace Safety / Workers Compensation Workers Compensation (WC) coverage; Occupational Safety and Health Act (OSHA) Compliance; Safety Manual development / updating; Safety Training;

Record Keeping (Massachusetts personnel records statute; Massachusetts Division of Employment Security; Massachusetts Wage Act; Health and medical information (HIPPA compliance), and their federal counterparts), and;

Separation from Employment (Wages paid in full on the last day of employment where termination was involuntary; wages paid in full at next regularly scheduled payroll where termination is voluntary; Payment of accrued, unused vacation; Severance benefits (if applicable); Notice about rights under COBRA; Notice of information regarding how to collect unemployment benefits)

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6.4 If known at the time of submission, provide the name and the role/title of each dispensary agent that the proposed RMD intends to employ. If the identity of dispensary agents is unknown at the time of application, indicate N/A.

Completed list of known RMD staff attached as exhibit 6.4

6.5 Describe the applicant's staff development plan, including a detailed description of all proposed training(s) for dispensary agents.

[Herbal Care is committed to training all dispensary agents as required in order to perform all job duties and functions safely and in compliance with all applicable laws and regulations, while ensuring appropriate training in medical marijuana use, safety, security, incident management, and diversion and theft prevention. The general manager is responsible for providing all relevant and adequate training for each individual involved in company operations. Training shall be tailored to the roles and responsibilities of the job function of each dispensary agent. At a minimum, staff shall receive 8 hours of on-going training annually. The general manager will assume the human resources function until a human resources manager is hired after operations commence. The director of security will assist with training on security and anti-diversion protocol.

The human resources manager, in coordination with the general manager, shall develop appropriate and necessary training modules, which will be updated as needed. Input from department managers on training needs shall be considered when modifying modules or training schedules. The human resources manager shall determine the need for retraining current employees after a module update or modification. Each department manager will be trained by the human resources manager and general manager to provide new employee orientation and basic training. Specialized areas of training may be provided by outside resources including consultants or service providers. The human resources manager will ensure training content and presentations from outside trainers meets the needs and requirements of the company. The general manager and the human resources manager shall receive training and advice from resources approved by the board of directors including the operations consultant, attorneys, the security vendor, etc. The human resources manager is responsible for documentation of all required training including the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed.

Each training module covers a single topic in-depth for general training or for job-specific training. Modules include, but are not limited to, the following: new employee orientation; train the trainer; monthly department meetings; compliance, regulation and law; confidentiality; cultivation safety; dispensary safety; emergency and incident management; inventory management and diversion prevention; manufacturing safety; medical marijuana science; community and patient relations; recordkeeping; product handling and sanitation; and transportation. Training must be department focused and address all items in the relevant plan. All new employees are required to receive new employee orientation prior to beginning work at any facility. The new employee orientation includes a summary overview of all training modules and a review of the Operations Manual including the Employee Manual.

We will utilize the train the trainer method throughout the organization. The benefits for trainer managers include enhanced skills and knowledge, mastery of materials, and knowledge transfer to employees. The company gains increased organizational knowledge and a staff that continually engages and operates in a training based environment. The general manager, human resources manager, and each department manager will receive train the trainer certification from a board approved source (i.e. The American Management Society and the American Society for Training and Development). Department managers may elect to select employees to become department trainers for certain functions. Department managers should utilize these trainers for peer to peer training at monthly department meetings. Each department is required to hold monthly department meetings. The department manager shall create an agenda for each meeting addressing operational issues and reinforcing training priorities. Updates to any training module that do not require a re-training as determined by the human resources manager shall be addressed at the monthly department meetings. All employees will have a thorough understanding of the legal and regulatory requirements of the company in general and specifically related to their duties through compliance training.

Employees shall receive annual training and more often as necessary to maintain a compliant operation. In addition, all dispensary agents must receive confidentiality training. The human resources manager shall evaluate the training program annually. Based on the results of the evaluation, the general manager shall implement necessary changes and determine the need for re-training of staff. The Board must approve major training program changes. The human resources manager shall solicit feedback on the quality and efficacy of a training module from staff which received the training. Feedback may be solicited utilizing the following methods: post-training group discussions, individual interviews, and anonymous surveys. The human resources manager in coordination with the general manager will solicit feedback from patients, vendors, consultants, community members, etc., about the competence of the company in the areas that the training program addressed. The human resource manager in coordination with the general manager and department managers shall evaluate the effectiveness of training through observation of employee performance. These evaluations should consider the following: adaption of policies, procedures, concepts, and attitudes presented in the training for new employees; level of improvement in the performance of veteran staff; adoption of the training topics in practice and their efficacy; managers and trainer observations of staff attitudes, methods, or competency; and the level of discussion between staff members and managers regarding training topics.

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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.

[Herbal Care Center, Inc. proposed cultivation, processing, and dispensary site are all at the same location at the SouthCoast Life Science and Technology Park on Innovation Way in Fall River, Massachusetts.

Once approved by the Massachusetts Department, this single location will grow, process, and dispense marijuana for medical use.

Beginning February 24th, 2014, the Director of Cultivation will begin recruiting employees to cultivate medical marijuana for the RMD. At the same time the Director of Processing will begin the hiring process of recruiting manufacturing candidates. New cultivation and manufacturer hires will begin training in March and April of 2014. Initial training will include safety, best cultivation practice, and manufacturing process training prior to the start of operations.

Herbal Care Center, Inc. estimates that we will receive a receipt for a certificate of occupancy by May 6, 2014. Upon approval from Department of Public Health we will begin propagation of vegetative plants in the facility by May 10th 2014.

The manufacturing staff will begin to prepare the facility in early June for operations beginning in September of 2014. In June of 2014 HCCI's GM Todd Perruccio, will begin a high-level search for a dispensary manager with hiring preference given to a licensed pharmacist or nurse with administrative experience. The dispensary manager, once hired, will receive in-depth training by shadowing in a dispensary in Colorado or by receiving onsite training from an industry consultant. We have identified several successful, state-licensed dispensaries that can serve as this training ground in Colorado.

From mid-July through August of 2014, Herbal Care Center, Inc. will begin developing systems and testing best practices for the cultivation, processing, and dispensary facilities. These best practices will include studied and tested procedures from other states that have experience with medical marijuana distribution to reduce the potential for illegal diversion of medical product. All employees hired at this point will be required to participate in the development of HCCI's best practices. Cultivation staff will be trained on how to track medical marijuana inventory through the growing process and will be required to transfer all plant information into HCCI's diversion prevention tracking system. Dispensary staff will be trained by individuals with experience in dispensing of marijuana for medical purposes and will be required to learn about new scientific research on the palliative uses of medical marijuana. At this time, dispensary staff in conjunction with HCCI's medical director will develop educational materials on the best methods and uses of medical marijuana for specific debilitating conditions. These educational materials will be provided to patients at HCCI dispensary facility. The general manager will be responsible for the implementation best practice process and for oversight of the entire RMD facility timeline.

Harvest, processing, manufacturing and packaging operations will start at the end of August 2014 and beginning of September 2014. At this time the staff will be ready for a mock opening to ensure the system is running correctly. During this mock run the cultivation, processing, and dispensary staff will move inventory records to the appropriate locations and complete redundancy checks to ensure that all medical marijuana is tracked throughout the entire process. Herbal Care Center, Inc. projects it will open its doors to registered patients for medical marijuana sales on September 15, 2013.

We are confident in our ability to begin dispensing within the proposed timeline, due to the industry-specific operations experience that member of our team, namely Ross Vaisman, William Leahy, and Rick Scarpello, have demonstrated at similar operations in other states.

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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.

[CEO, Frank Taw will oversee and implement the year-one operating plan. Department managers will be required to serve as process owners for each goal identified, monitor performance against objectives, and outline process improvements identified for implementation. The RMD will be segmented by operational department. The four departments consist of administration, cultivation and processing, production, and dispensary operations. The year-one operating plan shall incorporate activities for each functional area to be assigned to a dedicated process owner. The inventory control and/or point of sales system should be audited monthly in the first year of operation. The CEO will also be responsible for assessing the staffing and production levels and recommending changes to the Board of Directors.

Goal: ongoing employee development

Continual employee development is necessary for the success of the RMD. During year-one each process manager will employ strategies to advance the skills of employees in their department and enhance their understanding of their role in the RMD. Strategies employed for employee development will include training opportunities, job shadowing and employee-to-employee knowledge base activities. The process manager will assess the performance of strategies employed through observation of employee performance and attitude toward their job and work environment.

Key check-in points to include:

Employees will receive formal 90-day reviews providing them the opportunity to assess the performance of HCCI managers and executives. Mid-year the CEO will conduct a confidential survey of all employees to assess the effectiveness of RMD policies and procedures and the rate of implementation. At year-end the process owner shall determine process changes to improve employee development opportunities.

Goal: meet or exceed yield and production goals

The ability to produce quality marijuana products safely and meet patient demand is crucial to the survival of the RMD. Successful cultivation and production operations are the base of the entire organization. A process owner shall be selected to implement the year-one operation plan in the cultivation and manufacturing departments. Some allowance in projections can be attributable to new operations at first; however, if anticipated yields or production quantities are continually lower than expected in year-one, the process owner must provide an in-depth analysis of the operations. A key check-in point will be quarterly analysis of production goals to review and identify any errors with the point of sale system or inventory control system.

Strategies the process manager can employ to improve lagging yield and production numbers include staff training to identify and report problems in the cultivation area or manufacturing facility immediately. Herbal Health strives to create an environment in which employees are encouraged to identify and rectify problems before they negatively impact operations. The process owner may utilize production bonuses as a means to reach the most crucial business goal for the RMD operation.

Goal: obtain and maintain a high level of patient satisfaction

The process owner assigned to the crucial area of patient satisfaction must identify multiple strategies to evaluate Herbal Care's performance in relation to patient satisfaction. Contacting patients through a variety of available methods should include a verbal or on-line survey of selected groups of patients quarterly throughout the first two years of operation.

Action: implement process improvements

A key check-in point will be involve process managers compiling a report to the Board at year-end regarding the status of their objectives, strategies employed to meet objectives and an assessment of performance indicators. Recommendations for process improvements to be implemented will be rejected or adopted by the Board based on the process owner's report setting the goals for the follow year.

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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.

[Herbal Care Center, Inc.'s Director of Cultivation, Ross Vaisman is the founder and owner of Cannabis for Health, a medical marijuana dispensary in Denver, CO. Cannabis for Health is a very successful business with three locations (dispensary and two cultivation sites). Ross formed a consulting agency in 2013 to assist and advise new owners on establishing a compliant, transparent, and an effective business in the medical marijuana industry. He is experienced and conversant in all accepted commercial cannabis propagation methodologies. Mr. Vaisman successfully established the production protocols and standards and trained his staff to ensure a perpetual harvest model, ensuring a consistent supply of high quality medicinal marijuana for his patients.

Herbal Care Center, Inc.'s Cultivation Plan describes how the designated Director of Cultivation will operate a safe and secure marijuana cultivation facility in accordance with state regulations and industry best practices. The director of cultivation is responsible for ensuring full compliance with the operational policies and procedures detailed in the Cultivation Plan. In addition to procedural compliance, the director of cultivation will be responsible for the prevention and management of plant disorders, and will follow a general plant healthcare checklist to ensure a healthy cultivation environment. All cultivation practices will be consistent with U.S. Department of Agriculture organic requirements. All documentation methods and forms required for organic crop production are maintained in accordance with procedures contained in the Plan.

The Director of Cultivation will be responsible for daily cultivation monitoring, and maintenance of cultivation records. These records will be made available for inspection and copying by authorized representatives of the business, law enforcement, and the Department as required and approved by management. Organic fertilizers, pesticides and operation methodologies harbor several advantages to the producer and the patient. Use of organic ingredients to foster propagation eliminates many concerns attendant to commercial fertilizers and pesticides. The organic production regime requires strict compliance and sanitation standards and an educated, engaged staff and will provide long term cost savings that benefits the operation and its clientele.

The Director of Cultivation will base cultivation decisions on experience and accepted medical marijuana science, to include implementing sustainable cultivation practices whenever possible and using organic pesticides only as a final measure. The director of cultivation is responsible for producing consistent and predictable yields while also documenting valuable operating information and data for management.

The general manager will develop and implement with the Director of Cultivation an Integrated Crop Management plan that ensures healthy crops and yields by developing and maintaining protocols for the prevention of abiotic and biotic disorders. Abiotic and biotic disorders include infectious microbes such as pest infestations, fungi, bacteria, viruses, and nematodes and noninfectious environmental factors. Disorders can be prevented through management of multiple factors to create an optimal cultivation environment. All cultivation employees are responsible for management of plant health care factors as directed by the director of cultivation, including plant selection and genetic diversity, environmental control and air quality, pest management, water

application and quality, sanitation and hygiene, equipment maintenance, chemical applications, nutritional balance and early identification of deficiencies and toxicities.

The Director of Cultivation must update the Cultivation Plan when Department regulations are added or revised, when the USDA updates the National Organic Plan and when industry best practice dictates a revision. This plan contains a description of practices and procedures required including the frequency with which they will be performed must be developed, implemented, and maintained including a list of each substance to be used as a production or handling input, indicating its composition, source, location(s) where it will be used, and documentation of commercial availability, as applicable. This list is to be maintained by the director of cultivation electronically in the Crop Maintenance Log.

All necessary precautions will be taken during the cultivation and processing of marijuana to prevent contamination of marijuana and packaging materials. These safeguards include, but are not limited to cleaning and sanitizing all equipment, containers, and other contact surfaces as necessary and controlling airborne contamination. As described Herbal Care Center, Inc.'s Quality Control Plan, the director of cultivation will be responsible for ensuring the performance of chemical, microbiological, or other testing as necessary to prevent the use of contaminated ingredients in cultivation and processing operations. The cultivation plan places an emphasis on proper storing and packaging materials for all in-process marijuana and marijuana products appropriately to prevent contamination and adulteration and will be the responsibility of all production and cultivation staff.

The Director of Cultivation must establish regular and perpetual visual surveillance schedules for each crop in cultivation. Detailed visual surveillance of each crop must be performed and documented weekly at a minimum. Signs of pest infestations, changes in biological colonies, mold and mildew will be addressed on a priority basis. Leaf and tip burn, discoloration, and spotting and other changes in appearance of the media as well as changes in stalk density and branch elasticity are preventable yet somewhat common in marijuana cultivation and will be addressed as a training opportunity by the Director of Cultivation.

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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.

[As the president of Golden State Collective, a top-notch cannabis testing laboratory in California, team member Richard McDonald has great insight into the importance of proper testing in this area. He will use this experience to guide the interactions between Herbal Care Center, Inc. and a Massachusetts-based laboratory, and will make frequent testing a mandatory procedure for the business.

All of Herbal Care's medical marijuana and infused products will be processed in a safe and sanitary manner. It is required that all product being consumed by qualifying registered patients be tested, checked for quality, and meet the standards of the Department before being sold. Our Quality Control Plan and Recall Plan establishes procedures for ensuring the production and processing of marijuana is in full compliance with Department regulations and testing requirements and provides processes to withdraw or recall items.

All MIPs will be prepared, handled and stored in compliance with local and state sanitation requirements (105 CMR 500.00 and 105 CMR 300.000). Additionally, all manufacturing employees will be required to be trained in all aspects of quality control by the department manager or third-party (i.e. Servsafe by the National Restaurant Association).

Quality checks on all water and air in the facility will be conducted quarterly and after any unusual natural event by the cultivation manager. Water testing will identify pathogenic microbes, heavy metals, pesticide residues and other contaminants. Safeguards and necessary precautions will be taken during the cultivation and processing of marijuana to prevent contamination of marijuana and packaging materials including: cleaning and sanitizing all equipment, containers, and other contact surfaces; controlling airborne contamination; using sanitary handling procedures; and preventing cross-contamination.

Representation samples of a sufficient size will be taken from each batch by the cultivation manager or third-party laboratory employee in accordance with DPH protocol. All marijuana cultivated will be tested. Samples will be recorded in the inventory management system and held in a secured storage areas. Sample records will accurately reflect the origination of the sample to allow for tracing. Samples will be labeled with the contents by the plant name and identification, date of harvest, identification number, and any other identifying information. All marijuana will be tested for the cannabinoid profile and contaminants including mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides.

All contractual testing services will be provided by an organization approved by the Department. Herbal Care Center, Inc. will maintain the results of all testing for two years in accordance with our Recordkeeping Plan. Once awarded a registration, we will enter into a contractual arrangement with a DPH approved laboratory.

All marijuana transported to a laboratory for testing purposes will be done in accordance with the procedures in our Transportation Plan. Transportation of all of our products to and from the laboratory will comply with 105 CMR 725.110(E). Any excess product the laboratory possesses will be returned to us and disposed of in accordance with our Waste Disposal Plan.

An adverse incident report may warrant a withdrawal or recall. Where a recall or withdrawal is warranted, contaminated product will be destroyed in accordance with our Waste Disposal Policy. In the event of a recall or a withdraw, we will notify the Department immediately. The general manager will determine the need to execute a withdrawal or recall of any marijuana, vaporizer, or other product. A qualified recall team will receive appropriate training through mock withdrawal and recall procedures semi-annually.

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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.

[Medical Director Dr. Mayer has considerable experience in managing medical waste in his role at hospitals around Massachusetts. He will bring that knowledge to oversee and implement Herbal Care's Waste Disposal Plan.

All waste containing marijuana (in any state) and MIPs, will be stored and managed in accordance with applicable state and local statutes, ordinances, and regulations. Waste disposal is one of the key components of our Anti-Diversion Plan. All disposed waste will be recorded in a waste disposal log with details pertaining to the date of disposal, type and quantity of waste disposed of, manner of disposal, and the name of the patient or caregiver who supplied the waste if applicable. Any marijuana that is not needed in order to serve the projected needs of registered qualifying patients must be properly disposed. The general manager is responsible for determining and documenting the need for excess inventory disposal in coordination with the dispensary manager.

Department managers are responsible for ensuring the quality and safety of medical marijuana products in their inventory on a daily basis. Department managers must ensure that expired, contaminated, or otherwise unusable medical marijuana products are disposed of in accordance with the Waste Disposal Plan and properly recorded in the inventory management or point of sale systems. We will accept at no charge unused, excess, or contaminated marijuana from registered patients or caregivers and destroy it as provided in 105 CMR 725.105(K) and maintain a written record of such disposal in the Waste Disposal Log which shall include the name of the patient or personal caregiver if applicable.

If incinerating:

Solid waste will be incinerated in a commercial or municipal waste combustor in Massachusetts holding a valid permit with the Department of Environmental Protection. No fewer than two dispensary agents will witness and document destruction.

If landfill:

Solid waste will be disposed of in a landfill holding a valid permit issued by the Department of Environmental Protection. No fewer than two dispensary agents will witness and document disposal at the landfill.

If solid waste management facility:

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

Dispensary agents will report any diversion including the unauthorized destruction of marijuana to the general manager. The general manager will report any verifiable incident to the Department and law enforcement in accordance with our Recordkeeping, Reporting, and Notification Policy.

The waste disposal log will be used to document the disposal of medical marijuana waste. Records of waste disposal will have both a manifest number and a certificate of disposal. The Waste Disposal Log will document the: date of disposal; type of waste (expired, mold/mildew, contaminated, unusable product, returned product, or other); detail about the waste (strain or product name and why the product is being disposed of); type of disposal (internal addition to waste container, transfer to waste disposal facility, theft, other); name and badge ID number of employee; location and ID number of container; weight of marijuana added to the container if applicable; weight of marijuana removed from the container, if applicable; patient or caregiver name if applicable; manifest for transfer to waste disposal facility; certificate of disposal; and signature.

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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.

[Under the guidance of Rick Scarpello, the Director of Processing we intend to provide a large variety of products to benefit as many patient populations as possible. Mr. Scarpello has years of professional experience producing both medical marijuana and non-marijuana foods and products, and will oversee the company's production in this area.

Infused products and vaporizers offer patients the medicinal benefits of cannabinoids without the combustion of plant material. Our focus is to provide safe and effective medical marijuana products that benefit patient's wellbeing. The production manager and general manager will implement and maintain best manufacturing practices in conformance with standard manufacturing practice that includes Good Manufacturing Practices and industry guidance. Production operations and facility equipment will be in compliance with local ordinances and codes.

Types/Forms

MIP Options [edibles, ointments, aerosols, oils, tinctures]:

- Hash is comprised of concentrates made from cannabinoid-rich glandular trichomes. Hash will be concentrated with water through the use of agitating equipment and ice.
- Hash oils are a mix of essential oils and resins extracted from mature flowers through the use of solvents such as ethanol or hexane. Hash oils will be extracted with water or a butane solvent using an ASME certified closed loop system. We will also produce topical hash oil treatments, including salves (80% oil base), creams (50% oil base), and lotions (less than 50%).
- Edible options; a variety of oral delivery methods based on their condition and preferences. We strive to provide the variety of strengths and cannabinoid profiles to patients including high CBD and CBD only products.
- Pre-dosed oil vaporizers will be filled with premeasured doses of hash oil. Refillable vaporizers will also be available for patients to refill cartridges themselves with bulk hash oil.

Food Protection Processes

The production manager is responsible for ensuring the greatest variety of products from available marijuana by-product; the oversight of all production processes. All trials and tests results will be documented and used to develop methodologies and recipes. Any edible MIPs produced will not bear a reasonable resemblance to any product available for consumption as a commercially available candy. All edible MIPs that resemble a typical food or beverage product will be packaged in opaque packaging and labeled in accordance with 105 CMR 725.105(E)(3).

Sanitation - All edible MIPs will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food and 105 CMR 300.00: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. All employees and facilities, contact surfaces, utensils, and equipment will be maintained in a sanitary condition. Storage and transportation of finished products will be stored to protect against contamination and deterioration.

Storage - The general manager is responsible for ensuring compliance of all storage areas in accordance with the security requirements of applicable laws and regulations. Adequate lighting, ventilation, temperature, humidity, space, and equipment will be provided. Any toxic materials will be identified, held, and stored in a manner that protects against contamination of marijuana and MIPs. All storage areas will be maintained in a clean and orderly condition and will be free from infestation by pests of any kind. All safes, vaults, and any other equipment or areas used for any process related to marijuana will be clean and securely locked and monitored.

Dispensing - Immediately upon entry to our dispensary, all qualifying registered patients and personal caregivers will be verified in the Department database. We will only display one sample of each product offered for sale. Employees will be trained to speak with qualifying registered patients about all products and compliance with applicable law. The dispensary manager is responsible for ensuring that all dispensary agents are properly trained. Any dispensary agent may refuse to dispense to a patient or personal caregiver if they are

of the opinion that the patient or the public would be placed at risk. All transactions will be documented in the inventory control system and integrated with the point of sale system. The point of sale system will generate the appropriate label to include the patient's information as well as all other labeling requirements. Patients will receive educational materials on the use of MIPs and all applicable test results and instructions for use.

Labeling - All MIPs must have a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each MIP that it prepares for dispensing, containing: the registered qualifying patient's name, registration number, contact points, the name of the product, the quantity; a list of ingredients, cannabinoid profile, and THC level; the date of creation and the recommended use by date; a warning if any allergens are contained in the product; and this statement: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN." MIPs will be packaged in child-proof and heat-sealed packaging.

Tracking - Our seed-to-sale system will be utilized at all times. Patients will be required to sign purchase orders, invoices, and manifests to increase accountability. A web-based ordering control system will provide records of purchase times, dates, and quantities. All purchases will be tracked in our point of sale system to track purchases and ensure no qualifying registered patient is sold more than what their recommending physician indicated on their written certification.

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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.

[Herbal Care's team, particularly Richard McDonald, Ross Vaisman, Rick Scarpello, and William Leahy, have considerable experience in using inventory management systems to track marijuana sales and production in multiple state over multiple years. Building off this experience, they will oversee strict inventory management for Herbal Care Center, Inc.

Herbal Care's production manager is responsible for oversight of all inventory management activities in coordination with the inventory control manager. The compliance officer shall verify adherence to law, procedures, and policies. Department managers are responsible for the accurate recording of all inventory transactions in their department. The general manager is responsible to ensure that our cumulative inventory of seeds, plants, and usable marijuana reflects the projected needs of registered qualifying patients. HCCI is actively reviewing and evaluating our software options to provide a comprehensive IT platform suited to both regulatory and our own requirements for fully auditable inventory management and point of sale systems.

The platform will be required to assign a batch number to each set of like plants at the time of harvest, and will maintain this batch number until the finished product reaches the end user in whatever form delivered, be it flower, edible, or concentrate. Individual plant records will be used to track employees who touched a plant, and what nutrients went into a plant. Packages of product taken from any such batch also record histories, tracking any related MIP operations, movement of product, or other adjustments performed through distribution to the end user. Reports may be run specific to current and historical batch information, including defining the end purchaser of any given batch or package from that batch, and such data may be used for recall purposes should the need arise.

The inventory features within the software will enable tracking of all plants, all trim, all waste, all MIP goods, all finished flower inventory, and more. The modular nature of the system means inventories are stored

relative to their place in the process. Plant inventory may be broken down by site, room, or table. Finished goods inventory may be tracked in bulk and then distributed to shop level where it may be assigned to specific employee workstations or delivery drivers. All batch information is maintained throughout the inventory process. Third-party test data is also tracked by batch number. The system will print automated labels including this test data on finished goods as required. The detailed nature of inventory tracking capability within the system affords the operator unparalleled access in monitoring inventory for theft or loss.

The general manager will ensure that inventory management and point of sale systems are accurate and capable of producing the following reports upon request: marijuana flowers in process in all locations; the starting and ending weight of all marijuana flower batches and extraction batches; marijuana trim on-hand for production; MIPs in process; marijuana in storage by location; plants in production by stage of development; marijuana in locked containers awaiting disposal; and an audit trail of all inventory adjustments.

Prevention of diversion:

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

Seed-to-sale tracking procedures:

A seed-to-sale methodology will be utilized by Herbal Care Center, Inc. at all times. All inventory movement will be tracked in ten-day increments for discrepancy identification. Agents will be required to sign purchase orders, invoices, and manifests to increase accountability. A web-based ordering control system provides records of purchase times, dates, and quantities. The general manager will ensure that inventory control systems and point of sale systems provide a number of reports that detail essential information for the tracking of marijuana.

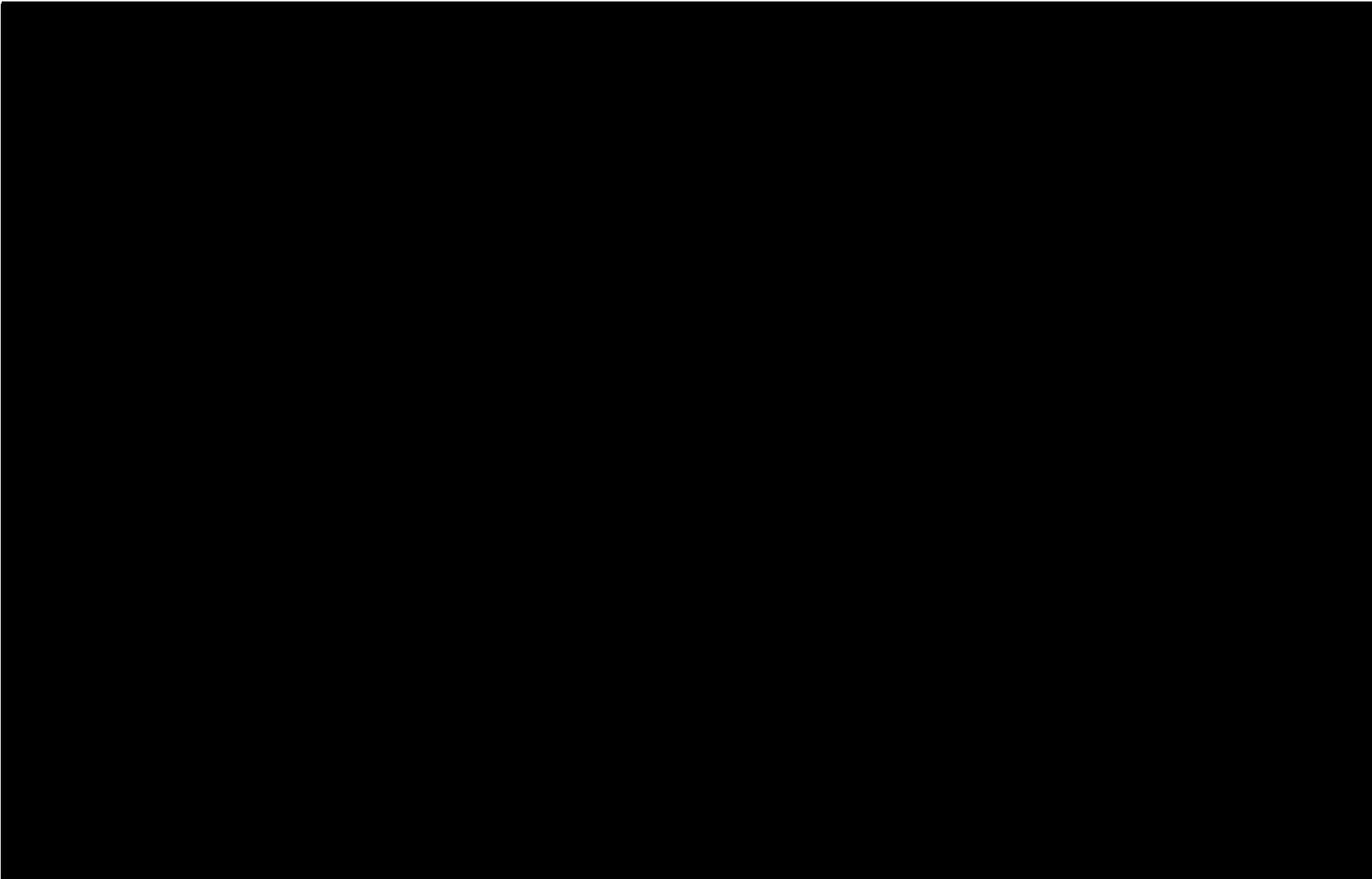
Storage of marijuana products:

All of our storage areas will have adequate lighting, ventilation, temperature, humidity, space, and equipment and incorporate a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, contaminated, or whose containers or packing have been opened or breached, until such products are destroyed. All storage areas will be maintained in a clean and orderly condition, be free from infestation of pests, and maintained in accordance with the security requirements of 105 CMR 725.110. At the end of the day, all marijuana and infused products will be returned to a secure, locked, and designated area. Surveillance cameras will be pointed directly at these storage areas and the camera's field of view will not be obstructed. Storage and transportation of finished products will be held under conditions that protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container. Medical marijuana plants may be stored in approved, secured, and surveyed areas during processing and each will be labeled with a batch number throughout the process.

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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.

[Herbal Care is committed to serving the patient population in Bristol County, MA. Per the most recent US Census in 2012, Bristol County has a population of 551,082. Current market data suggest that the average patient population for any given county is estimated at 2.2% under qualifying criteria similar or identical to that of Massachusetts. An October 2013 statistical model report titled Medical Marijuana Demand – State of Massachusetts, by BBC Consulting, arrived at this metric by aggregating published rates of prevalence for the qualifying medical conditions as described by law and applied these data to the “capture rates” of each category from the established Colorado medicinal marijuana patient population. Capture rates are defined as the factor of those eligible patients that have actually registered with the state medical marijuana program. Using this metric, we can forecast an estimate of over 12,000 patients as a baseline.

Bristol County has several features to be considered in determining our service potential for the emerging medical marijuana sector, to include being the most centrally located county in Massachusetts. Many factors will influence the demand for services within the patient population, which will also be further affected by adjacent county populations, not the least of which is simply the opportunity to legally obtain this new alternative of treatment. Patients that may find themselves closer to Herbal Care geographically may join rather than alternatives based within their home county. Bristol County is adjacent to Norfolk (population: 681,848) and Plymouth (population: 499,759) counties. Each of these neighboring counties must be considered as part of the potential patient population, and with the gross aggregate population for those counties estimated at 1,181,607, we can see ample potential for significant inter-county migration to HCC, based on the individual patient location.

Bristol County's population remained stable with statistically negligible difference during the economically tumultuous decade of 2000-2010, and currently represents approximately 8% of the overall commonwealth population. As of 2012 over 15% of the population is over 65 years of age, and so while we employ a factor of 2.2% overall as the potential patient population, it appears clear that many more individuals may qualify that heretofore did not have medical marijuana as a viable and legal therapeutic option to address common issues such as chronic pain, in addition to the full suite of geriatric conditions that could potentially benefit from same.

According to US Census data while the median household income for Bristol County is slightly above average at \$55,813 in comparison to the national household income level pegged at \$52,762. Further, the same data set indicates a sub-poverty income level of between 11-12% for the county.

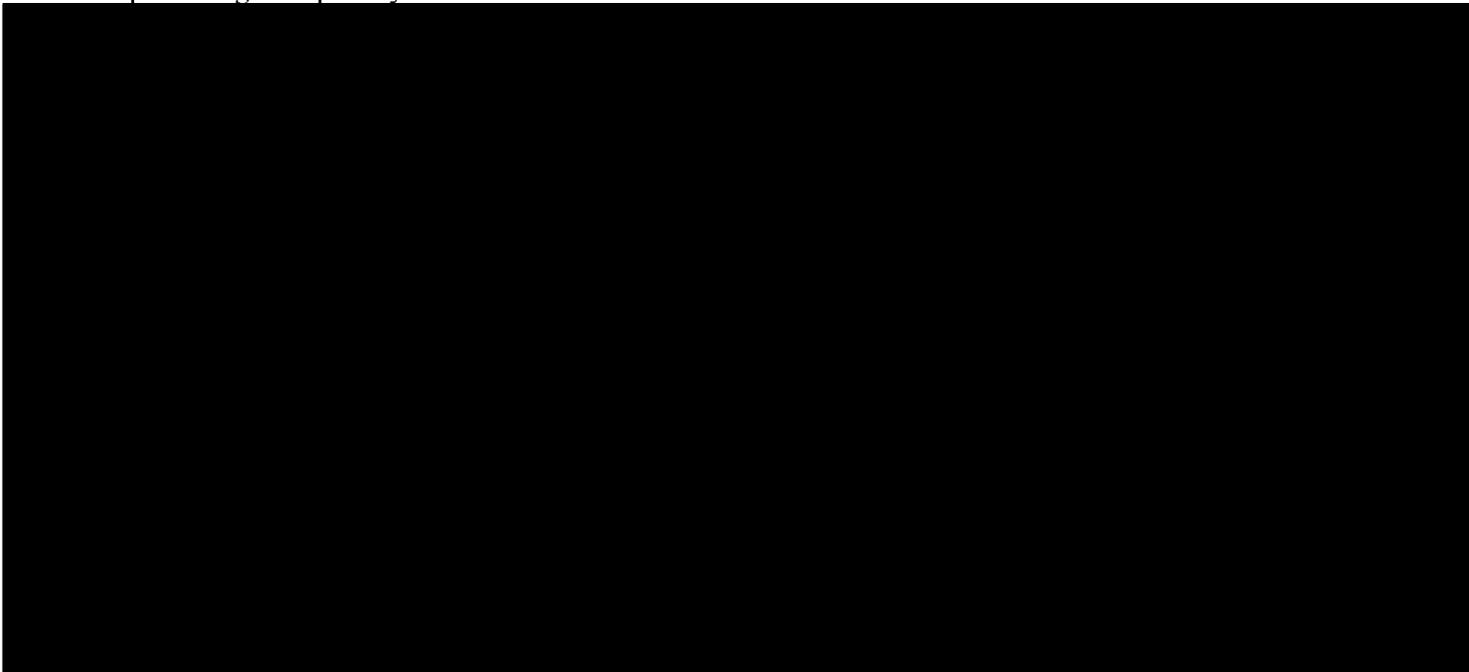
Herbal care is committed to providing access to all eligible members of the patient population. For those that are disabled, in addition to allowing the use of service animals we will provide resources such as braille, phone and or video translation options as applicable.

Herbal Care also recognizes the patient population will likely include members who primarily communicate in English as a second language (ESL). As of 2010 Bristol County has well over 244,500 persons self-identifying as falling into the ESL category. For registered patients of all ESL language groups, we will evaluate the extent of the need for basic translation and plan to use RxTrans.com, a service that specializes in translation for prescription related issues.

Professionals will be brought in at least twice a year to conduct staff trainings on issues of diversity and proper management of all patients.

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



7.11 Describe the RMD's patient record keeping system and planned use of technology to support business operations, including use of the Department's electronic registration and dispensing tracking system. Note that a copy of the patient record keeping policies and procedures will be reviewed as a component of the provisional inspection process.

[Herbal Care Center, Inc. will maintain true and complete business and transaction records on all operational functions. Our CEO Frank Taw brings a strong entrepreneurial background focused on risk management and will be fundamental in enacting protocols and reporting standards designed for thoroughly auditable record keeping. The Patient Recordkeeping, Reporting, and Notifications Plan details procedures for ensuring the maintenance of records that will be available for inspection by the Department or other authorities upon request. We will maintain records in accordance with all regulations and DPH requirements in an effort to both ensure compliance and accountability, while at once establishing a repository of researchable data to enhance our service level for the patient population whenever possible. Measures are established for the maintenance of records relevant to operating procedures, inventory records including seed-to-sale tracking, personnel records, staffing plans, personnel policies and procedures, staffing plans, waste disposal records, product testing and recall records, CORI reports, security records, designated business records, and additional required Department reporting.

Business records that will be maintained include: assets and liabilities; insurance and escrow requirements; monetary transactions; books of accounts; sales records that indicate the name of the registered qualifying patient or personal caregiver to whom marijuana has been dispensed including the quantity, form, and cost; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value to any individual affiliated with our company including members of the non-profit. Provisions are established to ensure confidentiality and prevent disclosure of information about registered qualifying patients, personal caregivers, and dispensary agents. All patient records will be handled in a manner similar to protected medical records.

Herbal Care's software suite shall be used as an integral component of business management operations for tracking of all marijuana related items. The system will track and record plant assignments, movements, and changes in state; batch dates of creation, yield weights, and created packages; nutrients used; test results; MIP ingredients; creation, movement, and sale of finished goods; and employee system access. The system breaks down inventory by location and stage of the 'manufacturing' process, and stores the operation's gross inventory in sub-locations as appropriate. Inventory may be assigned down to employee level.

Herbal Care commits to enacting operating protocols to adopt and utilize the State of Massachusetts tracking system once the system is established. The Department has advised through their application feedback that this system will be a stand-alone web based portal, accessible through a secure URL. We will evaluate and integrate the state system to the fullest extent possible as soon as it becomes available.

Measures for addressing and reporting any loss or unauthorized alteration of records related to marijuana are detailed in the full plan. Information held about registered qualifying patients, personal caregivers, and dispensary agents is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required by law or pursuant to an order from a court of competent jurisdiction, provided however DPH may access this information to carry out official duties. Any computerized inventory or point of sale system must offer acceptable levels of data protection equal to that of HIPAA protection. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents must be reported to the general manager immediately who will report any incidents to the Department and law enforcement.

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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.

[Herbal Care's Financial Assistance Program is a sliding scale program which will provide support to the greatest number of patients possible based on income. We project that this community need may reach 15% of our production. Additionally, we will ensure that any patient within our county has access to our delivery program to prevent any lack of access. Patients who qualify for our Financial Hardship Assistance Program will receive access to free delivery service at least twice per month and in any emergency situation. Proof of assistance from another income based support program will serve as sufficient evidence for enrollment in our Financial Assistance Program. Should the patient submit financial data for consideration, we will not retain copies of their personal information. The program utilizes a voucher system based on patient need and use.

The value of the monthly voucher amount awarded will be based on income level and sixty day supply limits determined by the recommending physician. The program provides vouchers for purchases to program participants. Vouchers allow patients access to all forms of medical marijuana and does not limit them to a

restricted selection of discounted product. The point of sale system will be utilized to track the program including voucher amounts and expiration dates.

The program budget and number of patients awarded access to the program will grow as the company grows. Our Financial Assistance Program aims to assist as many patients as possible while maintaining sufficient assets to achieve financial stability and provide for growth. Additionally, funding for the program must be balanced with other community support initiatives and directed by the board of directors. The board of directors must authorize the program budget annually. The general manager will oversee the program and may authorize any operational program changes.

A patient does not need financial hardship status from DPH to qualify for our program. A patient must provide proof of receipt of assistance from an approved program or provide certified copies of their federal or state tax returns in order to qualify for assistance. The dispensary manager will have the authority to grant financial assistance approval to a patient for reasons other than proven financial hardship including: recent unemployment or injury; active duty or veteran status; hospice status; disability status; or senior citizen status. A patient may provide an award letter (issued within the previous 12 months) from any of the assistance programs listed below as proof of eligibility. Additionally, a patient may at their discretion submit a certified copy of a federal or state income tax return for verification if they cannot otherwise provide proof of assistance.

Patients receiving the following aid or with certified tax return adjusted gross income between 200% and 300% of federal household poverty, receiving Mass Health, or Supplemental Security Income guidelines will automatically qualify for the standard voucher level (equivalent to a 33% discount): 1) Any unemployment benefits; 2) Worker's compensation benefits; 3) SNAP; and 4) Medicaid or MassHealth.

Patients with income between 100% and 199% of federal household poverty guidelines will qualify for the plus voucher level (equivalent to a 66% discount).

Patients receiving EAEDC or TAFDC or with income under federal poverty guidelines will qualify for the maximum voucher level (equivalent to a 100% discount).

During initial operations, we will issue vouchers in a total program amount equivalent to 13% of projected annual gross income. This is equal to the current percentage of Massachusetts households receiving food assistance benefits. Once we have a cash flow positive status, the voucher program will increase to 25% of the previous years' gross income (or month's if in the first year of operations) – this approximately represents the population of MA residents on MassHealth.

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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.

[Herbal Care's Patient Education Plan is a comprehensive plan that includes an allotment of educational materials developed by Americans for Safe Access, a prominent national non-profit, that are in compliance with Department regulations. We believe that through our highly accredited board members and Medical Director, Dr. Mayer, we are poised to provide a superior level of counseling and educational opportunities for our staff, patient population and the public at large. They will drive the materials and protocols for staff and to our registered qualifying patients and their personal caregivers. An adequate supply of up-to-date educational materials will be maintained and made available for distribution upon request. The educational materials will be

available in languages accessible to all patients we serve, including for the visually and hearing impaired. All educational materials will be available, upon request, for inspection by the Department.

Patient education materials will include verbal and written direction that: Department required warnings pertaining to marijuana's lack of FDA approval; a warning that it should be kept away from children; potential health risks; driving and machinery operation prohibitions; information to assist in the selection of marijuana; materials for tracking strains used and their associated effects; information on dosage, the impact of potency, titration, and methods of administration with an emphasis on using the smallest amount possible to achieve desired effects; facts regarding substance abuse signs, symptoms and referral information for substance abuse treatment programs; a discussion of tolerance, dependence, and withdrawal; and a statement that patients may not distribute marijuana to any other individual and must return unused, excess or contaminated product must be returned to the RMD from which they purchased the product for disposal. These patient educational materials will include information from the Americans for Safe Access Patient Resource Program.

The dispensary manager is responsible for providing and maintaining patient education materials in accordance with Department regulations. We may engage the services of a third-party for translation services if needed. The dispensary manager and medical director may also coordinate and schedule quarterly educational events for patients and caregivers free of charge covering in-depth topics relevant to our community. All new patients and caregivers visiting our RMD for the first time will receive a new patient guide. The guide will be updated semi-annually by the general manager and only include information from credible sources.

ASA

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

Patient Hotline

As HCCI operations mature to scale, we will endeavor to provide around the clock support through our web presence and also recorded messages relating to the most common patient issues including dosing and over consumption relief for playback availability off hours, as well as emergency directives and contact points for those patients in need. These common responses will be included on our secure website with expanded definitions and 3rd party resources. We will also provide an on-line chat feature during hours of operation where patients and caregivers with secured access may submit anonymous questions answered by our patient coordinator in real time.

Free Patient Seminars

Medical Director, Dr. Mayer will present quarterly, free patient seminars about emerging science and applications of medical marijuana. Having instructed at Harvard and other top-notch institutions, Dr. Mayer is well-qualified to design and present information in this dynamic and important area.

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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.

[Herbal Care's Marketing and Advertising Plan details how to use printed advertising to market health and wellness services and products offered in compliance with state laws and regulations. We will never promote the recreational use of marijuana, and will always emphasize our medicinal mission. We will never use medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana in our logo pursuant to 105 CMR 725.105(L). We will never produce any items for sale or promotional gifts bearing a reference to marijuana or MIPs, including in our logo.

The company logo will be approved by the board of directors and general manager to ensure appropriateness and consistency of use. We prohibit the use of any statement, design, representation, picture, or illustration that: encourages or represents the use of marijuana for any purpose other than to treat a debilitating medical condition or related symptoms; encourages or represents the recreational use of marijuana; is related to the safety or efficacy of marijuana unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor, which shall be made available upon the request of the Department; and portrays anyone under 18 years of age.

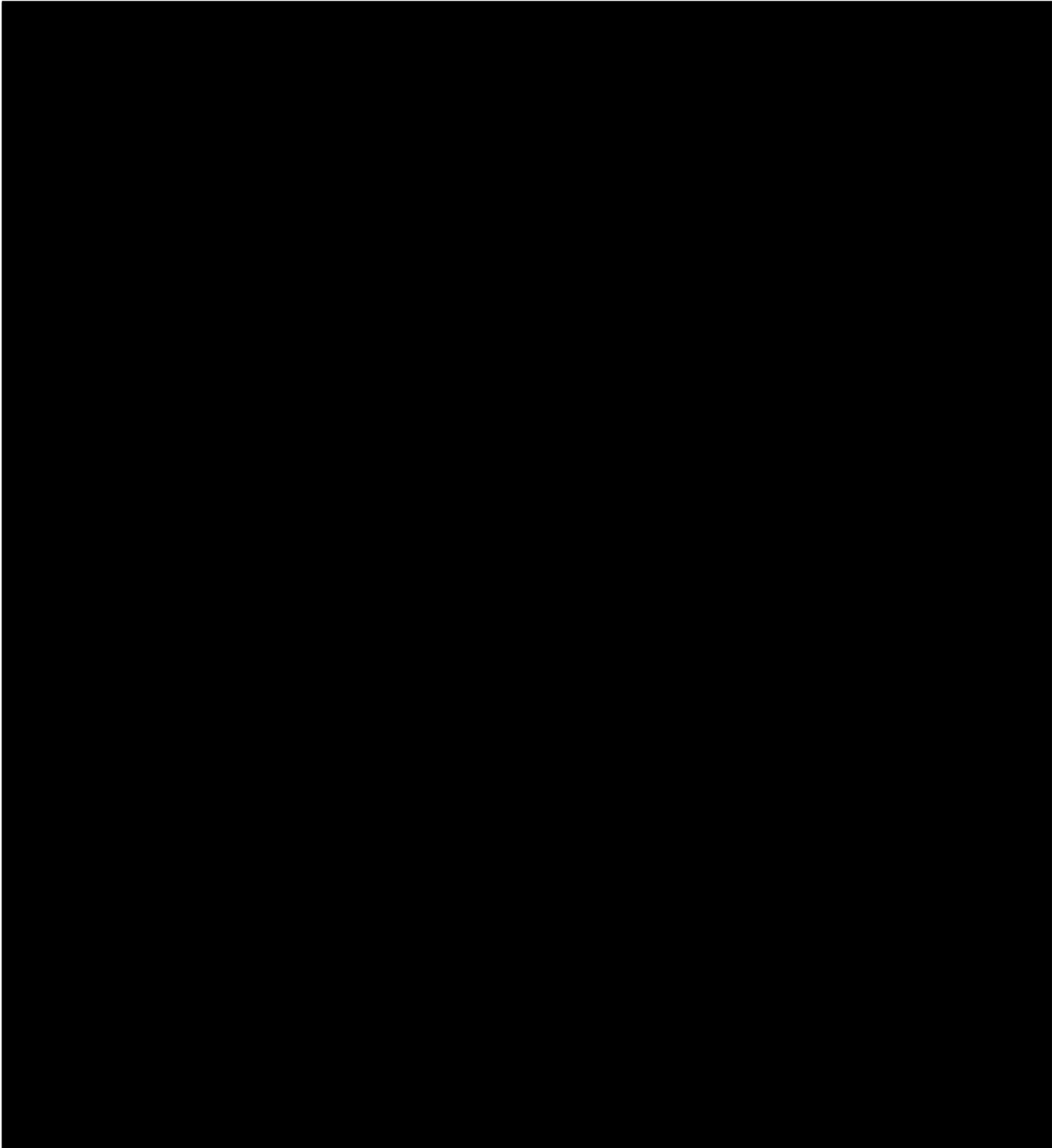
We plan to use print advertising to market the health and wellness focus of our company, as well as products available and the associated benefits. We will only pursue advertisement opportunities among adult readership in alternative medicine, pain management, or similarly focused industry publications to promote our company in a responsible manner to an intended audience of qualifying patients. We will provide a website with basic information to assist patients in contacting us and with general information on medical marijuana and the law. Once established and verified as a qualified patient, we will provide a patient and their caregiver with access to a secure web based ordering system that provides pricing, specific product information, and pre-ordering capability. All web orders for delivery will be confirmed by telephone and comply with all policies outlined in the Product Storage and Transportation Plan.

We will use print and email media pieces to promote community integration events to include newsletters, patient-centric publications, social media, in-store signage and a secure web portal for personalized offers and related educational opportunities. External signage will only display the registered company name and address to assist qualifying patients and their caregivers in locating the business. Separate cultivation facilities will not display the company name associated with the dispensary facilities. External signage will only be illuminated 30 minutes before sundown until closing and comply with all local requirements regarding signage. A phone number and website may also be displayed to provide a resource for patients to obtain additional information about our company.

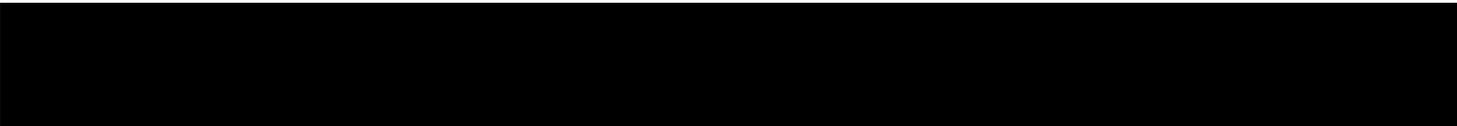
Herbal Care will ensure that all medical marijuana, products, and associated products are not visible to a person from the exterior of our facility. Our advertising practices will promote our company and the medical marijuana program in a respectful, educational, and medically toned manner. We are committed to preventing diversion to minors and will add safeguards on all websites and social media pages to deter under-age access.

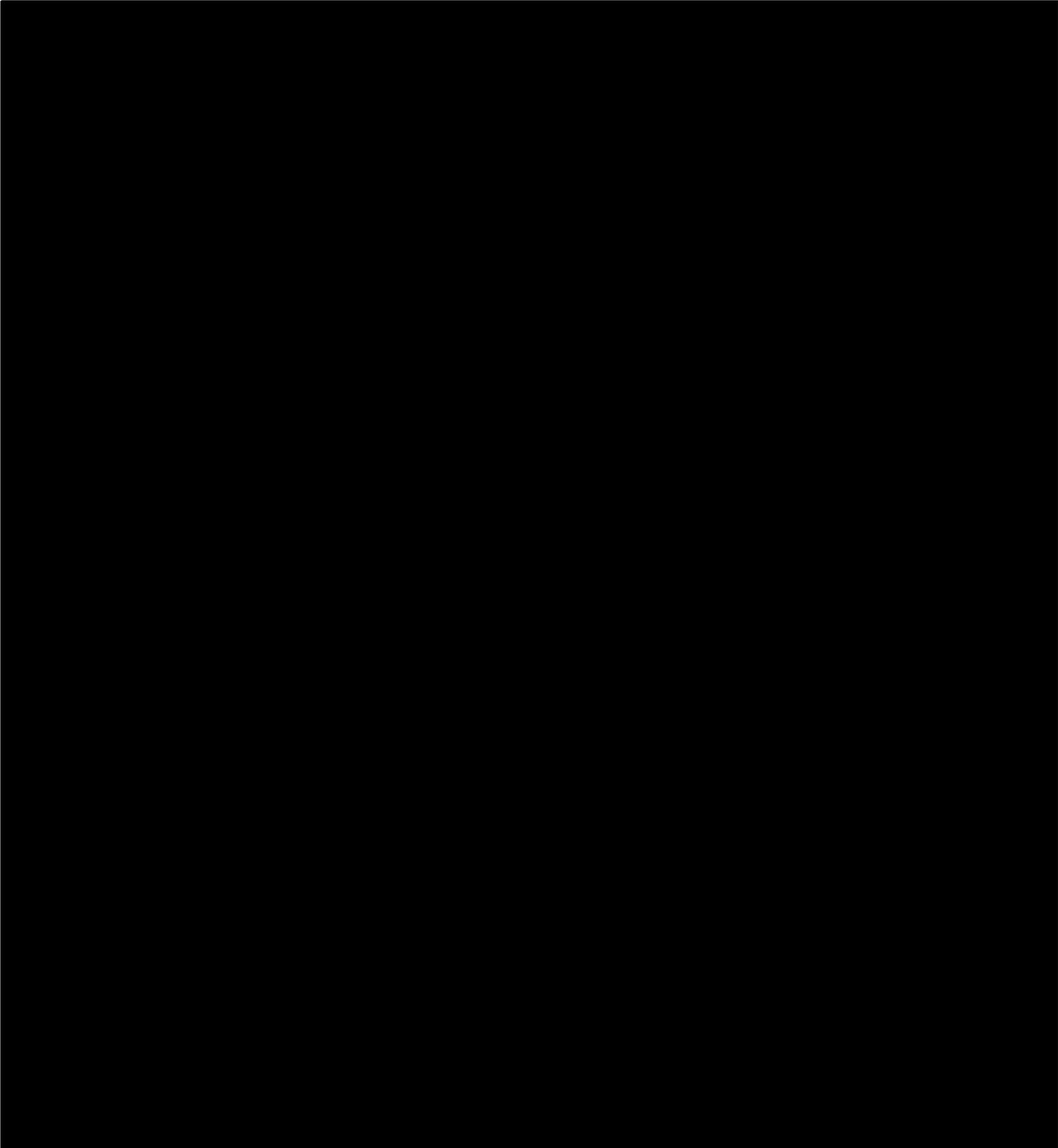
]

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



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





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

[Herbal Care Centers, Inc. has developed detailed Emergency and Incident Response Plan and training program that prepares staff to handle any type of incident. Complaints regarding the safety or quality of a product are handled in accordance with the Quality Control and Recall Plan. Incidents regarding physical emergencies, theft, and other security risks are governed by our Emergency and Incident Management Plan. Operational complaints from patients or neighbors are managed in accordance with our Community and Patient Relations Plan. As such, these complaints will be forwarded to the Dispensary Manager who will address the issue, with the input of the General Manager, as needed. All theft, diversion, and unlawful product destruction is reported to DPH and local authorities by the general manager as required.

The software platform will have batch tracking functionality that enables operators to track where product ends up on an end user basis. This functionality enables recall of finished goods by batch number should the need arise. A report may be run on a given batch to identify where all product associated with that batch is located, including who purchased product related to the batch. Patient data will enable contact with the patient to notify of recall. Herbal Care will require features to record patient symptomology, medical recommendations, purchase history, and ability to record symptoms based on medicines purchased.

The Emergency and Incident Response Plan establishes procedures for addressing any occurrence including natural disaster, unauthorized access, theft, disclosure of confidential information, or any other adverse incident in accordance with applicable legal and regulatory requirements. Primary and alternate contact lists are contained therein, in addition to a notification tree and Incident Assessment Checklist. The general manager is assigned responsibility for confirming the occurrence of an Incident requiring the execution of this protocol, and for ensuring the response protocol is followed.

Herbal Care will immediately notify appropriate law enforcement authorities and the Department within 24 hours after the discovery of a reportable Incident as defined by Department regulations. Measures for Incident reporting in accordance with state law and regulations are comprehensively detailed. Any adverse incident will be documented and will contain full descriptions of all related parties and their actions. Incident reports will be maintained for no less than one year and made available, upon request, to the Department and to law enforcement authorities acting within their lawful jurisdiction. Adverse incidents will be used as a training opportunity once resolved, as appropriate.

Product recall procedures are addressed in Herbal Care Center, Inc.'s Product Recall Plan. The Quality Control and Recall Plan outlines RMD procedures for quality control that will ensure the production and processing of marijuana is in full compliance with Department regulations and mandatory testing requirements. The provisions contained therein are established to ensure all marijuana produced by Herbal Care is tested for contaminants and cannabinoid profile in compliance with testing guidelines published by the Department, and to ensure that the results of all testing are maintained for no less than one year. Upon receipt of executive approval, the general manager will notify legal counsel and maintain communication with counsel throughout the withdrawal or recall procedures.

Utilizing the dispensary and community relations experience of William Leahy, the services industry expertise of Frank Taw, the experience in serving the public of former Boston police officer Jay Groob, Todd Perruccio our general manager will coordinate the handling of adverse incidents and address complaints of all types.

]



ORIGINAL

ORGANIZATIONAL CHART (Exhibit 1.3)

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

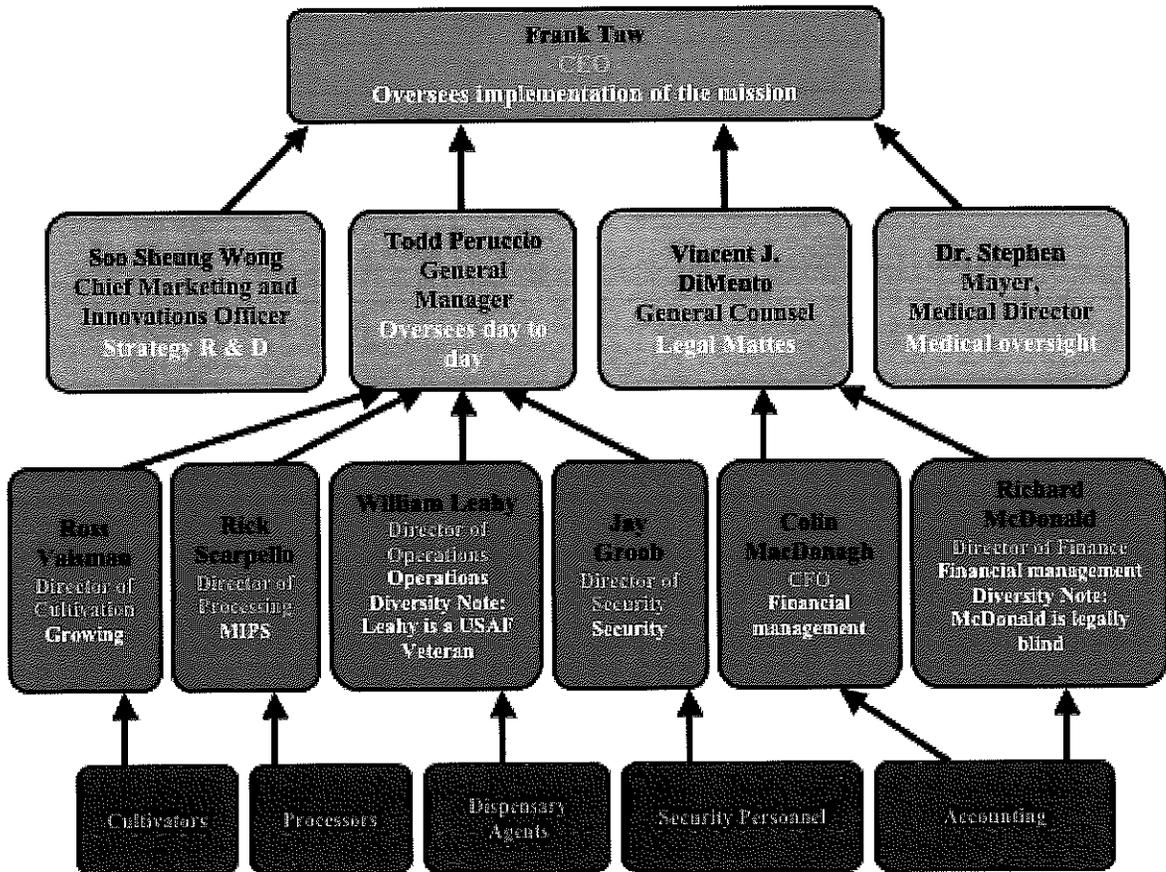
Corporation Name: Herbal Care Center, Inc.

Application # (if more than one): _____

Attach organizational chart.

**Frank J. DiMento, Vincent J. DiMento, Anne Lynch, Stephen A. Meyer,
Linda Foxworth, Todd Peruccio, Gregory Bevil, Francis Lee, Soo Sheung Wong**
 Sets the policies and oversees the governance of the not-profit

 Diversity note: The Board is majority Massachusetts residents, has two Asian
 Americans (Francis and Soo Sheung), and two women.



**BOARD OF DIRECTORS
(Exhibit 1.4)**

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

Corporation Name: Herbal Care Center, Inc. Application # (if more than one): _____

Board Role	Name	Date of Birth	Business Email	Business Address
1	Frank Taw		franktaw@hotmail.com	1651 Beacon Street Brookline, MA 02445
2	Todd Perruccio		toddperruccio@comcast.net	9 Crosshill Road West Hartford, CT 06107
3	Vincent J. DiMento		vid@dimentosullivan.com	7 Faneuil Hall Marketplace Boston, MA 02109
4	Francis J. DiMento		fid@dimentosullivan.com	7 Faneuil Hall Marketplace Boston, MA 02109
5	Gregory Revil		grevill@aol.com	4 Smith St. Salem, MA 01970
6	Soo Sheung Wong		soosheung@alum.mit.edu	168 Alden St Duxbury, MA 02332
7	Anne H. Litwin		annelitwin@earthlink.net	86 RockView Street Jamaica Plain, MA 02130
8	Stephen A. Mayer, MD		smayermd@gmail.com	225 Quincy Ave Brockton, MA 02302
9	Linda P. Passanisi		lindapass4@yahoo.com	276 Prout Hill Rd, Middletown, CT 06457

ORIGINAL

MEMBERS OF THE CORPORATION
(Exhibit 1.5)

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

Corporation Name: Herbal Care Center, Inc.

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

A. Member as Individuals

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

ORIGINAL

CORPORATE BYLAWS
(Exhibit 1.6)

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

Corporation Name: Herbal Care Center, Inc.

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

Attach bylaws.

BYLAWS
Of
HERBAL CARE CENTER, INC.
November 15, 2013

 ORIGINAL

BYLAWS
Of
HERBAL CARE CENTER, INC.

November 15, 2013

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 ORIGINAL

BYLAWS
Of
HERBAL CARE CENTER, INC.

November 15, 2013

ARTICLE 1

General Provisions

Section 1.1 Name. The name of this corporation is Herbal Care Center, Inc. and shall herein be referred to as "the corporation."

Section 1.2 Offices. The principal business office of the corporation shall be at 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109. The corporation may also have offices at such other places as the corporation may require.

Section 1.3 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on the following December 31 of each year.

Section 1.4 No Voting Members. The corporation shall have no voting members. All powers of the corporation shall be held by the board of directors. Any action or vote required or permitted by any law, rule, or regulation to be taken by members shall be taken by action or vote of the same percentage of the board of directors of the corporation. No person now or hereafter designated by the corporation as a "member" for fundraising or other purposes shall be or be deemed to be a member for purposes of the Articles of Organization or bylaws of the corporation nor shall such person have any voting or fiduciary rights or responsibilities of the corporation.

ARTICLE 2

Statement of Purposes

The corporation is organized for nonprofit purposes including, but not limited to, providing patients with knowledgeable, dedicated, compassionate herbal medicine expertise, and high quality, affordable medicine. 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. Any revenue from the corporation shall be used solely in furtherance of the corporation's nonprofit purposes.

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ARTICLE 3

Board of Directors

Section 3.1 Authority. The business and affairs of the corporation shall be controlled and governed by the board of directors, which shall have the right to exercise all powers of the corporation as permitted by law.

Section 3.2 Composition. The number of directors and the manner by which new directors are nominated and appointed shall be determined by the directors.

Section 3.3 Terms of Office. The board of directors shall determine the length and number of terms to be served by directors.

Section 3.4 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, of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

Section 3.5 Quorum and Voting. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board. At any meeting of the board of directors at which a quorum is present, a majority of those directors present shall decide any matter, unless a different vote is specified by law, the Articles of Organization, or these bylaws.

Section 3.6 Meetings by Remote Communication. One or more directors may attend any annual, regular, special, or committee meeting of the board through telephonic, electronic, or other means of communication by which all directors have the ability to fully and equally participate in all discussions and voting on a substantially simultaneous basis. Such participation shall constitute presence in person at such meeting.

Section 3.7 Action Without a Meeting. Any action required or permitted to be taken at any board meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors with respect to such subject matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a vote of the board of directors.

Section 3.8 Waiver of Notice for Meetings. Whenever any notice of a meeting is required to be given to any director under the Articles of Organization, these bylaws, or the laws of Massachusetts, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

Section 3.9 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.

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Section 3.10 Compensation. Directors as such shall not receive any salaries for their services on the board, but directors shall not be precluded from serving the corporation in any other capacity and receiving reasonable compensation.

Section 3.11 Resignation. Any director may resign by delivering a written resignation to the corporation at its principal office or to the president or clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

Section 3.12 Removal. Any director may be removed, with or without assignment of cause, by a vote of two-thirds of the entire board of directors at any meeting of the board of directors. No member of the board shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the director whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

Section 3.13 Vacancies. Any vacancy occurring in the board of directors shall be filled by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE 4

Officers

Section 4.1 Officers. The officers of the corporation shall be a chairman, a president, a treasurer, and a clerk of the board of directors and such other officers as may be elected in accordance with the provisions of this Article.

Section 4.2 Election. The officers of the corporation shall be elected annually by the board of directors at the annual meeting. Each officer shall hold office until a successor shall have been elected and qualified.

Section 4.3 Vacancies. A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

Section 4.4 Removal. Any officer may be removed, with or without assignment of cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors. No officer shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the officer whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

Section 4.5 Chairman. The chairman shall preside at all meetings of the board of directors, and shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.



ORIGINAL

Section 4.6 President. The president shall preside at all meetings of the board of directors in the chairman's absence. The president, or other proper officer or agent of the corporation authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 4.7 Treasurer. The treasurer, or other proper officer or agent of the corporation authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipt for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors.

Section 4.8 Clerk. The clerk shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these bylaws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

ARTICLE 5

Corporate Transactions

Section 5.1 Contracts. The board of directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined by specific instances.

Section 5.2 Indebtedness. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by the president or treasurer, or such other officer or agent of the corporation as from time to time may be determined by the board of directors. In the absence of such determination of the board, such instruments shall be signed by the president or treasurer of the corporation.

Section 5.3 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, brokerages, or other depositories as the board of directors shall select.

ARTICLE 6

Books and Records

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

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ARTICLE 7

Restrictions on Activities

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

ARTICLE 8

Dissolution

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

ARTICLE 9

Conflicts of Interest

Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

ARTICLE 10

Personal Liability

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

 ORIGINAL

ARTICLE 11

Indemnification

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

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

ARTICLE 12

Amendments to Bylaws

These bylaws may be amended or repealed by a majority vote of the entire board of directors.

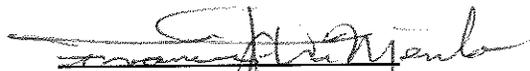
ARTICLE 13

Policies

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

- Appendix 1: Conflict of Interest Policy
- Appendix 2: Whistleblower Policy
- Appendix 3: Document Retention and Destruction Policy
- Appendix 4: Compensation Setting Policy
- Appendix 5: Comprehensive Information Security Policy

I, Francis J. DiMento, the Clerk of the Board attest that these Bylaws with the incorporated Appendices were adopted by Herbal Care Center, Inc. on November 15, 2013, by a duly authorized vote of the Board.


Francis J. DiMento
Clerk of the Board

 ORIGINAL

Appendix 1

**Herbal Care Center, Inc.
CONFLICT OF INTEREST POLICY**

I. Definitions

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

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

II. Policy

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

1. The interest of such director, officer or key employee is fully disclosed to the board of directors prior to its entering into the transaction.
2. No interested director, officer or key employee may vote or lobby (lobbying shall not include presenting to the board or a director about the benefits of the transaction) on the matter or be counted in determining the existence of a quorum at the meeting of the board of directors at which such matter is voted upon.
3. Any transaction in which a director, officer or key employee has an interest shall be duly approved by the disinterested directors as being in the best interest of the Non-profit. The disinterested directors shall seek and examine comparison data, showing the availability and price of alternative transactions, in making such determination.
4. Payments to the interested director, officer, or key employee shall be reasonable and shall not exceed fair market value.
5. The minutes of the meeting at which the disinterested directors vote on the transaction shall reflect that disclosure of the potential conflict was made, that the interested director(s) abstained from voting, the rationale for approval, and how each disinterested director voted. The minutes shall be prepared and finalized within 30 days of such meeting.

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

Adopted November 15, 2013,  Francis J. DiMento, Clerk, Herbal Care Center, Inc.

 ORIGINAL

Appendix 2

**Herbal Care Center, Inc.
WHISTLEBLOWER POLICY**

I. Expectation

Herbal Care Center, Inc. (the "Non-profit") expects directors, officers and employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

II. Open Door Policy

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

III. Requirement of Investigation

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

IV. Confidentiality

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

V. Protection from Retaliatory Action

Neither the Non-profit nor its managers may take any negative employment or other retaliatory action against any director, officer or employee who in good faith reports a violation of a law or regulatory requirement. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline including, but not limited to, termination of employment.

VI. General Policy

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

Adopted November 15, 2013,  Francis J. DiMento, Clerk, Herbal Care Center, Inc.



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Appendix 3

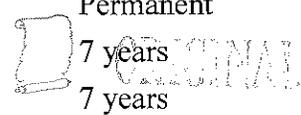
Herbal Care Center, Inc.
DOCUMENT RETENTION AND DESTRUCTION POLICY

I. Retention Policy

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

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

File Category	Item	Retention Period
Corporate Records	<i>Bylaws and Articles of Incorporation</i>	Permanent
	<i>Corporate resolutions</i>	Permanent
	<i>Board and committee meeting agendas and minutes</i>	Permanent
	<i>Conflict-of-interest disclosure forms</i>	4 years
Finance and Administration	<i>Financial statements (audited)</i>	7 years
	<i>Auditor management letters</i>	7 years
	<i>Payroll records</i>	7 years
	<i>Check register and checks</i>	7 years
	<i>Bank deposits and statements</i>	7 years
	<i>Chart of accounts</i>	7 years
	<i>General ledgers and journals (includes bank reconciliations)</i>	7 years
	<i>Investment performance reports</i>	7 years
	<i>Equipment files and maintenance records</i>	7 years after disposition
	<i>Contracts and agreements</i>	7 years after all obligations end
<i>Correspondence — general</i>	3 years	
Insurance Records	<i>Policies — occurrence type</i>	Permanent
	<i>Policies — claims-made type</i>	Permanent
	<i>Accident reports</i>	7 years
	<i>Safety (OSHA) reports</i>	7 years

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	<i>Claims (after settlement)</i>	7 years
	<i>Group disability records</i>	7 years after end of benefits
Real Estate	<i>Deeds</i>	Permanent
	<i>Leases (expired)</i>	7 years after all obligations end
	<i>Mortgages, security agreements</i>	7 years after all obligations end
Tax	<i>IRS Tax returns and related correspondence</i>	Permanent
	<i>IRS Form 1120s</i>	7 years
	<i>State Tax returns</i>	7 years
Human Resources	<i>Employee personnel files</i>	Permanent
	<i>Retirement plan benefits (plan descriptions, plan documents)</i>	Permanent
	<i>Employee handbooks</i>	Permanent
	<i>Workers comp claims (after settlement)</i>	7 years
	<i>Employee orientation and training materials</i>	7 years after use ends
	<i>Employment applications</i>	3 years
	<i>IRS Form I-9 (store separate from personnel file)</i>	Greater of 1 year after end of service, or three years
	<i>Withholding tax statements</i>	7 years
	<i>Timecards</i>	3 years
Technology	<i>Software licenses and support agreements</i>	7 years after all obligations end

II. Electronic Documents and Records

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

III. Emergency Planning

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

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IV. Document Destruction

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

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

V. Compliance

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

Adopted November 15, 2013,  Francis J. DiMento, Clerk, Herbal Care Center, Inc.



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Appendix 4

**Herbal Care Center, Inc.
COMPENSATION SETTING POLICY**

I. Introduction

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

II. Policy

The board of directors shall oversee the setting of executive compensation and shall (1) determine compensation of all directors, top management officials, officers and key employees, and (2) review, assess and approve the reasonableness of such compensation on a regular basis. In order to be approved as reasonable, compensation must be an amount that would ordinarily be paid for comparable work by similarly situated organizations under like circumstances. The particular education, experience and skill of the compensated individual may also be taken into account.

III. Guidelines

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

- i. In setting and determining the reasonableness of executive compensation, the board shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.
- ii. Board members involved in setting and approving executive compensation, as well as any third parties providing professional advice to the board members in connection with setting and approving executive compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Board members shall have no conflict of interest for these purposes if they (i) will not economically benefit from the compensation arrangement, (ii) are not family members of a person who will economically benefit, (iii) have no material financial interest affected by the compensation arrangement, and (iv) are not family members of a person who has a material financial interest affected by the compensation arrangement.
- iii. Timely and accurate minutes of all final actions by the board regarding the setting and approval of executive compensation will be recorded and held with board records. Such minutes will include (1) the terms of the approved compensation arrangement and the date approved, (2) a list of the board members present during discussion, showing those who approved the arrangement, those who rejected it and those who recused themselves due to conflicts of interest, (3) the comparability data relied upon and how such data was obtained, and (4) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.

Adopted November 15, 2013,  Francis J. DiMento, Clerk, Herbal Care Center, Inc.



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**Herbal Care Center, Inc.
COMPREHENSIVE INFORMATION SECURITY POLICY**

I. OBJECTIVE

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

II. PURPOSE

The purpose of the CISP is to:

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

III. DATA SECURITY COORDINATOR

RMD appoints the Treasurer to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:

- Initial implementation of the CISP;
- Regular testing of the CISP's safeguards;

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

IV. HANDLING PERSONAL INFORMATION

A. Paper Records

All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with Non-profit's document destruction policy using an office-grade shredder as permitted by and 105 CMR 725.00. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible employee, and if hand delivered, will not be left unattended at any point in the transition.

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

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

B. Electronically Held Records

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

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

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;

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- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

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

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

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

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

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

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

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

C. Vendors

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

V. Training

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

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VI. PERSONS SEPARATING FROM NON-PROFIT

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

VII. SECURITY BREACH AND NOTIFICATION

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

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

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

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

- A general description of the incident;
- Identification of the personal information that may be at risk;
- A description of Non-profit's security program;
- A phone number to call within Non-profit for further information;
- Suggestion of extra caution, to review account statements, and to obtain a credit report; and
- Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

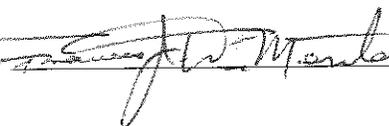
 ORIGINAL

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

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

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

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

Adopted November 15, 2013,  Francis J. DiMento, Clerk, Herbal Care Center, Inc.



ORIGINAL

AMENDED ARTICLES OF ORGANIZATION
(Exhibit 1.7)

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

Corporation Name: Herbal Care Center, Inc.

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

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

	Corporation Name	Chief Executive Officer	CEO Business Phone & Email	Corporation's Board Officers	Corporate Relationship to Applicant
1	HCC Holdings LLC	Frank Taw	Franktaw@hotmail.com	Single Member: Frank Taw	HCC Holdings LLC is likely related to Herbal Care Center, Inc. because they share a nexus of control and HCC Holdings LLC will be the landlord. The purpose of this relation is to follow commonly understood models of real estate development to separate the liability related to the property from the liability related to the operations of a business. Therefore, in addition to HCC Holdings LLC acquiring the property, HCC Holdings LLC will also build out the facility to be a turn-key medical marijuana establishment. Finally, HCC Holdings LLC will lease the property to Herbal Care Center, Inc. on fair and reasonable terms, including deferment of rent until Herbal Care is up and operational. This structure is commonly seen with non-profit medical facilities around the country.
2				President/Chair: Treasurer: Clerk/Secretary:	
3				President/Chair: Treasurer: Clerk/Secretary:	

4				President/Chair: Treasurer: Clerk/Secretary:	
5				President/Chair: Treasurer: Clerk/Secretary:	



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RMD-Phase 2 application- November 21, 2013

**REFERENCES
(Exhibit 1.9)**

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

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

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Leif J. Ostberg sarl	<u>nils@hioeurope.com</u> +33 4 42 52 90 04	Business associate	1994-present
2	Edward Rosenberg	<u>loisgr@yahoo.com</u> 781-507-3320	Financial consultant	1984-present
3	Edwin P. Whittemore, Esq.	<u>ewhittemore@epwlaw.com</u> (978) 369-1118	Legal counsel, business partner & trustee	1976-present



ORIGINAL

EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: Herbal Care Center, Inc.

Application # (if more than one): _____

Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1 Chief Executive Officer	Frank Taw		frank@hotmail.com 617-739-7717	1651 Beacon St Brookline, MA 02445
2 Chief Financial Officer	Colin P. MacDonagh		colinmacdonagh@comcast.net 508-954-8299	6 Mill River Road Norfolk, MA 02056
3 Director of Finance	Richard McDonald		richardmcdonald@gmail.com 310-597-3986	1955 Butler Ave Los Angeles, CA 90025
4 Director of Operations	William Leahy III		Billme@shcglobal.net 323-556-1505	8208 Santa Monica Blvd West Hollywood, CA 90046
5 General Counsel	Vincent J. DiMento		vid@dimentosullivan.com 617-523-2345	7 Faneuil Hall Marketplace Boston, MA 02109
6 General Manager	Todd Perruccio		toddperruccio@comcast.net (617) 519-4839	9 Crosshill Road West Hartford, CT 06107
7 Chief Marketing and Innovation Officer	Soo Sheung Wong		soosheung@alum.mit.edu 617-734-6128	168 Alden St Duxbury, MA 02332

8	Medical Director	Dr. Stephen Mayer		smayermd@gmail.com 508-857-8831	225 Quiney Ave Brookton, MA 02302
9	Director of Cultivation	Ross Vaisman		rossvaisman@qwest.net 303-902-8799	285 S. Pearl St Denver, CO 80209
10	Director of Processing	Rick D. Scarpello		rickscarpello@yahoo.com 303-623-6060	777 Canosa Ct #103 Denver, CO 80204
11	Director of Security	Jay Groob		jgroob@americainvestigative.com 617-739-6060	1 University Row Brookline, MA 02445



ORIGINAL

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

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

Corporation Name: Herbal Care Center, Inc.

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

List the résumés attached:

	Title	Name
1	Chief Executive Officer	Frank Taw
2	Chief Financial Officer	Colin P. MacDonagh
3	Director of Finance	Richard McDonald
4	Director of Operations	William Leahy III
5	General Counsel	Vincent J. DiMento
6	General Manager	Todd Perruccio
7	Chief Marketing and Innovation Officer	Soo Sheung Wong
8	Medical Director	Dr. Stephen Mayer
9	Director of Cultivation	Ross Vaisman
10	Director of Processing	Rick D. Scarpello
11	Director of Security	Jay Groob

Resume of Frank Taw
Chief Executive Officer of Herbal Care Center, Inc.

FRANK TAW

[REDACTED] franktaw@hotmail.com

SUMMARY

Real estate acquisition, negotiation, management of commercial properties. Experience in management and development in restaurant and bar. Design and operation experience in the retail operations. Development and operation of service and delivery to the consumer.

EXPERIENCE

ALT Trust Properties 1984 - present
Property Management and Consulting business for all aspects of Commercial Real Estate

Managing Partner and General Partner to Multiple Real Estate Entities

- Sourced properties, negotiated purchase, financing and leasing for properties ranging from \$100,000. - \$10 million
- Managed design and construction
- Managed Office Administration

Golden Temple | The E Room 1976 - present
Family owned 230 seat Restaurant and Bar/Lounge specializing in Asian cuisine, night time entertainment with a large delivery and take out business

President, CEO 2011 - present
VP, COO 1986 - 2010
VP, General Manager 1982 - 1985
Manager/Host/Reception 1976 - 1981

- Learned the operations of my family's restaurant business
- 1989 - Redesigned and rebuilt the complete property including new company identity which doubled the annual sales
- 1998 - Expanded and developed the E Room which is the restaurants signature lounge and dining area; again increasing sales by 25%
- Developed an in-house delivery program with company owned delivery vehicles

West Coast Video | Movieworks 1991-2012
Video rentals and sales with 2 retail locations and \$1.7 million in peak annual sales

Co-founder, President

- 1991 Purchased West Coast Video Franchise for Brookline location. Increased sales 250%
- 1996 Opened second location in Danvers, MA
- In 2003 went from being a West Coast Video franchisee to a store owner. Rebranded and remodeled the two locations and launched them as Movieworks.

IntraVision 1993-1999
Parent company of Dining In, Cheap Eats and Eat In Free which specialized in delivering area restaurant food for home delivery

Co-founder, COB

- Increased sales from \$500,000. - \$8 million in a six year period
- Introduced automation to the business by setting up a team of departments which included: Customer Service, IT, Operations, Graphic Design and Human Resources



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Resume of Colin MacDonagh
Chief Financial Officer of Herbal Care Center, Inc.

Colin P. MacDonagh, CPA

6 Mill River Road
Norfolk, MA 02056

(508) 954-8299 (c)

colinmacdonagh@comcast.net

Highly accomplished global tax director with more than twenty years of diverse tax experience managing domestic and global restructurings, mergers and acquisitions, federal and state tax compliance, governmental audits, Sarbanes-Oxley compliance and financial tax reporting. Successful team builder and focused leader who thrives in dynamic environments. Proven track record of profitability, remediation, tax planning, budget management and attention to business operations.

Professional Experience

BearingPoint, Inc. Liquidating Trust	2010 - 2012
BearingPoint, Inc., Foxborough, MA	2006
Managing Director, Global Taxes	2008
Global Corporate Tax Director	2007
Assistant Corporate Tax Director	2006

- Member of Finance leadership team
- Assistant Treasurer
- Responsible for management and planning of global tax department
- Remediated tax material weakness
- Adopted FIN 48
- Led IRS audit with significant positive results
- Restructured tax and legal foreign subsidiaries
- Assisted with cash repatriation
- Implemented intercompany cash settlement
- Transitioned to new audit firm
- Implemented global expat settlement
- Led transfer pricing study including corporate services charge out
- Partnered with business leadership
- Provided substantial due diligence support
- Settled employment tax audit
- Developed process to comply with Section 1441 requirements
- Completed historical 1120-F filings
- Implemented bankruptcy processes
- Resolved federal and state tax claims filed with bankruptcy court
- Instituted tax internship program

Deloitte Tax LLP, Boston, MA and New York, NY
Senior Tax Manager

1992 - 2005

- Focus primarily on local office's multinational corporate clients specializing in Consumer Business
- Significant SEC/Sarbanes-Oxley experience
- Actively manage numerous public equity offerings, mergers & acquisitions, IRS and

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Resume of Colin MacDonagh
Chief Financial Officer of Herbal Care Center, Inc.

- state audits, and corporate restructurings
 - Broad knowledge of federal corporate, partnership, and individual income taxes, state income tax, state sales & use tax, global effective tax rate management and SFAS 109
 - Extensive research and writing experience, including IRS letter rulings, protests, tax opinions and memoranda
 - Substantial corporate tax compliance experience
 - Significant training experience as an instructor in monthly local office presentations, including development of training materials
 - Significant counseling, career development and mentoring responsibilities demonstrated by management of a business unit and primary advisor role to client service staff professionals
-

Affiliations

- Certified Public Accountant
 - Licensed in Maryland and Massachusetts
 - American Institute of Certified Public Accountants, member
 - Massachusetts Society of Certified Public Accountants, member
-

Education University of Massachusetts at Boston, Boston, MA

- Bachelor of Science, Accounting Concentration, Economics Minor, May 1992
- Summa Cum Laude
- Accounting Concentration Award
- GPA 3.8/4.0

Fordham University, New York, NY

- Master of Science in Taxation, February 1996
 - Dean's Award for Academic Excellence
 - Beta Gamma Sigma
 - GPA 4.0/4.0
-

Representative Managed Clients at Deloitte

- | | |
|--------------------------------|---------------------------------------|
| • AEON(U.S.A.) Inc. | • Hills Department Stores |
| • The Art Store | • Integrated Resources |
| • Chestnut Hill Ventures | • Kinkisharyo |
| • ChildrenFirst | • LoJack Corporation |
| • DAKA/Fuddruckers/Champps | • Rossignol Ski Company Entertainment |
| • Decision Resources Inc. | • Tweeter Home Entertainment Group |
| • Eaton Vance Corporation | • Skis Dynastar |
| • Foodmaster Super Markets | • The Talbots Company |
| • Financial Publishing Company | • The Timberland Company |
| • FineHost Corporation | • Vermont Teddy Bear |
| • IE-Engine | |



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Resume of Richard McDonald
Director of Operations of Herbal Care Center, Inc.

RICHARD B. MCDONALD
(310) 597-3986
richardbmcdonald@gmail.com

EXPERIENCE

PRESIDENT & CFO (2011 - Present); *Golden State Collective M.B.C.* (www.gscmbc.com)

- Design and implement laboratory protocols for health and safety testing of medical marijuana for third-party dispensary customers
- Implement accounting policies and procedures for nonprofit corporation (Mutual Benefit Corporation) in compliance with State regulations
- Develop practices and procedures for potency (THC, CBD, CBN), purity (presence of harmful pesticides) and contamination (molds, fungus, etc.) in compliance with State agricultural standards
- Develop indications for medical applications of various medical marijuana strains for particular ailments
- Design and Develop sophisticated computerized database statistical tracking and reporting system across numerous differing strains, growers and medical ailments
- Develop and implement practices and procedures for third-party dispensary customers to ensure their compliance with testing regulations

CHIEF EXECUTIVE OFFICER (2005 - Present); *Citadel Holdings, LLC*

- Advisory services on equity, commodity and sophisticated derivative hedging investment transactions
- Consulting related to Trust & Estate planning, taxation and litigation support
- Research and representation in connection with federal and state tax disputes for high-net-worth individuals and corporate entities
- Design and implementation of corporate IT accounting infrastructure

CHIEF FINANCIAL OFFICER (2001 - 2005); *Trident Dental Laboratories*

- Responsible for all financial reporting matters including supervision of CPA-prepared audited financial statements
- Strategic planning with lenders and investment bankers for IPO considerations
- In-house tax planning and compliance related to all federal, state and foreign taxing authorities for various entities including corporate, partnership, international taxation reporting and personal income tax matters for the Company's CEO.
- Strategic design, implementation and management of global computer infrastructure including global roll-out of Microsoft Dynamics throughout Mexican, Philippine and Chinese subsidiaries
- Responsible for major real estate acquisitions and holdings for both operational facilities and investment
- Initial legal assessment of financial; tax; patent and trademark and employment issues and coordination with corporate General Counsel

TAX MANAGER (1997 - 2001); *Parks, Palmer, Turner & Yemenidjian, LLP*

- Manage large tax consulting and compliance engagements, including largest client in the Firm with \$1 billion in real estate assets under ownership and management
- Tax, financial and operational planning, consulting and deal structuring in the real estate, high net worth individual, investment banking, professional services, entertainment and international arenas
- Negotiate and resolve tax controversies with both federal and state taxing authorities
- Supervise staff, senior staff and junior manager's working on tax consulting and compliance engagements

SENIOR TAX ACCOUNTANT (1994 - 1997); *Ernst & Young, LLP*

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Resume of Richard McDonald
Director of Operations of Herbal Care Center, Inc.

- Staff supervision relating to preparation of individual, partnership, corporate, trust, and estate tax returns
- Tax research and planning, including federal and state tax controversy resolution
- Industry concentrations include real estate, financial institutions, manufacturing, professional service organizations, and entertainment

TAX ACCOUNTANT (1991 - 1994); *Arthur Andersen & Co.*

EDUCATION

California State University, Northridge; B.S., Business Administration - 1991 (*Cum Laude*)

REFERENCES

See accompanying letter from former CEO at Trident Dental Laboratories.

 ORIGINAL

WILLIAM W. LEAHY III
Tel.: (323) 556-1505
e-Mail: billme@sbcglobal.net

EXPERIENCE

2012 - Present; Chief Public Relations Officer

Santa Monicans for Safe Access (Santa Monica, CA [www.facebook.com/santamonicansforsafeaccess])

- Chief liaison between a coalition of local Santa Monica residents and civic leaders to implement safe, local access to medical marijuana within the City
- Meet and confer with City Council and City Planning Commission members to design ordinance for medical marijuana collectives within the City
- Analyze City zoning districts and confer with City's Principal Planner to develop specific rules for permissible collective locations
- Represent Santa Monicans for Safe Access (SAMOSA) at public hearings and before the City Council
- Manage all aspects of SAMOSA lobbying including social media, coordination with other organizations (e.g., MPP, ASA, LEAP, etc) and orchestrate grassroots campaigning

2007 - Present; General Manager

The Farmacy (West Hollywood, Westwood & Venice CA)

- Manage community relations among neighbors, businesses and charities and City officials for all three locations
- Secure and direct build-out of West Hollywood, Westwood and Venice locations
- Develop and implement policies and procedures for the non-diversion of medical marijuana to non-patients
- Develop and implement practices and procedures for security within stores and surrounding neighborhood
- Develop and implement seed-to-sale tracking procedures and inventory management policies to ensure compliance with local rules

1976 - 2007; Owner/Operator

Pacific Printing (Los Angeles, California)

- Founded citywide printing company
- Served small to large sized individual and corporate customers
- Designed and managed print media marketing campaigns for customers

1970 - 1975; National Field Representative

Sir Speedy (Los Angeles, CA)

- Assisted startup turnkey printing franchises for company throughout US

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1966 - 1970; Honorable Discharge

United States Air Force (MacDill AFB, Strike Command HQ)

- Deployments included Israel/Egypt "Six Day War" (1967) and Vietnam (1968)

NATIONAL MEDIA APPEARANCES

- Drew Carey, Reason TV
- Al Roker, Marijuana Inc.
- Lisa Ling, Nightline
- Anderson Cooper, 360
- 60 Minutes

EDUCATION

- Andover College, 1966
- Saint Andrews Prep School (Barrington, RI)

ADDITIONAL COMMUNITY ACTIVITIES

- Commissioner; *East Pac Committee* (West Hollywood City Council appointment)
- Board of Trustees; *Congregational Church of Northridge*
- International Chairman 2005 - 2006; *International Association of Printing House Craftsman*
- Awarded "International Craftsman of the Year"; 2000, 2002, and 2003



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Resume of Vincent J. DiMento
General Counsel to Herbal Care Center, Inc.

VINCENT J. DIMENTO, ESQ
DiMento & Sullivan
7 Faneuil Hall Marketplace
Boston, MA 02109
(617) 523-2345

PROFESSIONAL EXPERIENCE

1987 – Present Managing Partner, DiMento & Sullivan
1981 – 1987 Associate, DiMento & Sullivan

Engaged principally in business law including, but not limited to, transactional, contract, corporate, real estate and licensing matters.

OTHER NOTABLE EXPERIENCE

2003– Present Treasurer and Director of MobileSphere, Ltd, a leading-edge provider of global wireless communications solutions leveraging the migration from fixed to mobile communications. MobileSphere develops innovative mobile communications solutions for service providers, enterprises, universities and consumers reaching revenues in excess of 10 Million Dollars.

1996- Present Active in various youth sports organizations in the town of Westwood, Massachusetts and the Hockomock Region of Southeastern Massachusetts including roles and Director, President, and Director of Operations. Responsible for raising and allocating hundreds of thousands of dollars.

EDUCATION

University of Toledo, A.B. (c.l.) '78, JD '81

 ORIGINAL

Resume of Todd Perruccio
General Manager of Herbal Care Center, Inc.

TODD A. PERRUCCIO

(617) 519-4839 • toddperruccio@comcast.net

**SUMMARY OF
QUALIFICATIONS**

10 Years of experience in Stadium and Arena Management

20 Years in Managerial roles (staffs of up to 600)

Experienced in specialized areas of:

Training Development

Conflict Resolution

Logistics & Event Planning

Leadership Skills

Financial /Budget Management

Contract Negotiation

EXPERIENCE

7/2013 to present

STAFF PRO, Huntington Beach, California/Seattle, Washington

Scheduling System Implementation Manager

Responsible for implementing the ABI scheduling system in all Staff Pro locations.

- Conduct system installation and setup
- Collect and coordinate system field data and data upload
- Provided logistical support for all events to internal and external guests
- Oversee system integration with support systems
- Developed and conducted user training
- Establish company-wide policies and procedures for use of the system

7/2011 to 7/2012

TAMPA BAY LIGHTNING/ST. PETE TIMES FORUM, Tampa, Florida

Director, Front of House Operations

Oversaw Guest Services, Suite Services, Security and Parking Departments.

- Inspired, mentored and developed staff to provide World Class Service to Guests, Clients and Employees
- Planned and directed all game day and special event operations and associated parking areas
- Provided logistical support for all events to internal and external guests
- Developed event cost estimates and event settlements
- Oversaw secret shopper program including evaluating performance scores
- Established policies and procedures for all operations in Guest Services, Suite Services, Security and Parking
- Developed and monitored staff training
- Coordinated law enforcement, fire and medical needs for the building
- Ensured the safety and security of guests, employees and property
- Oversaw emergency management procedures/drills
- Evaluated and improved service levels for all departments
- Engaged in positive leadership development of managers to align with culture of organization
- Developed and administered budget of \$3 million

2010 to 2011

ARAMARK CORP., Philadelphia, Pennsylvania

Business Systems Implementation Consultant

Responsible for the on-site technical management of system upgrades and implementations for ABI Mastermind software at field sites nationally.

- Developed, implemented and conducted regional classroom style user training sessions
- Conducted individual site follow up training sessions and specialized individual training

ORIGINAL

Resume of Todd Perruccio
General Manager of Herbal Care Center, Inc.

- Established and maintained standard configurations for each system while entering employee pay rates and codes in accordance with state Wage & Hour laws
- Coordinated and supervised "Go Live" system implementation and system provider personnel at sites to ensure smooth transition to the ABI/MM system
- Worked with system providers to ensure that systems were implemented correctly
- Provided status reports to supervisor regarding progress of each system implementation
- Evaluated and tested system upgrades during the implementation process

2006 to 2009

TD GARDEN, Boston, Massachusetts

Event & Guest Relations Manager

- Determined all logistical and functional needs for assigned events
- Developed and implemented all front of house policies and procedures
- Hired, trained, and evaluated event staff of 235
- Developed and implemented comprehensive guest relations training program, including manuals, handbooks and training classes Arena Skills, and Dealing with Guests with Disabilities
- Prepared written details and requirements for each event
- Provided information and direction to operations and support staff including housekeeping, conversions, maintenance, security, and guest relations personnel
- Supervised all front of house staff during events
- Managed CBA for event staff; fostered positive employer/employee relations
- Oversaw operation of 96 executive suites, premium seating areas and 2 private clubs
- Answered and resolved guest questions and complaints
- Served as GuestPath Facility Coordinator for all employees of the TD Garden

2005 to 2006

IFG STOCKTON ARENA, Stockton, California

Guest Relations Manager-and member of management team responsible for opening the 10,000 seat Stockton Arena

- Designed Guest Relations training programs for all staff
- Developed and monitored standard operating procedures and event policies
- Prepared estimated cost and staffing models
- Integrated facility events with outside contractors including catering, concessionaires and other services
- Hired, trained and supervised event staff of 125

2004 to 2006

SACRAMENTO RIVER CATS, Sacramento, California

Guest Services Supervisor

- Coordinated, hired, supervised, and evaluated event staff
- Handled complaints, disturbances, and related problems with the public and staff
- Served as Security/Volunteer/Transportation Director for 2005 Triple-A All Star Game

2002 to 2005

CALIFORNIA STATE UNIVERSITY, SACRAMENTO, Sacramento, California:

Director, Athletic Event Operations

Co-Facility Director 2003 & 2005 NCAA Division I Track & Field Championships

Facility Director 2004 USA Olympic Track and Field Trials

- Managed a variety of events in support of: Football, Men's Soccer, Women's Soccer, Men's Basketball, Women's Basketball, Gymnastics, Baseball and Softball
- Hired, trained and supervised game day staffs of up to seventy
- Developed and administered budget of \$200,000
- Coordinated all phases of game operations and facility activity, including facility

Resume of Todd Perruccio
General Manager of Herbal Care Center, Inc.

upgrades and repairs, facility scheduling and usage including change-overs

1991 to 2000

BROOKLINE HIGH SCHOOL, Brookline, Massachusetts
Assistant Athletic Director, Equipment Manager-grades 6-12

EDUCATION

OLD DOMINION UNIVERSITY, Norfolk, Virginia:
Masters of Science in Sports Management, July **2002**

NORTHEASTERN UNIVERSITY, Boston, Massachusetts:
Bachelor of Science in Recreation Management, June **1995**

 ORIGINAL

Resume of Soo Sheung Wong
Chief Marketing and Innovation Officer of Herbal Care Center, Inc.

168 Alden Street
Duxbury, MA
USA 02332

Cell 617.734.6128
E-Mail:
soosheung@alum.mit.edu

Soo Sheung Wong

An experienced leader with years of cross- industry entrepreneurial success, consistent innovative approaches to idea generation & industry challenges. Strategic thinker with the ability to develop and execute plans. Track record in technology, education, health care, services and consumer product sectors.

- Entrepreneur
- Early Stage venture
- Articulate communicator
- Decision maker
- Innovation in Education
- Major gifts fundraising
- Customer orientation & focus
- Consultative and Collaborative
- Analytical & creative problem solver
- Staff development & recruiting
- Marketing Research
- Team builder & player
- Non Profit healthcare
- Board Governance experience

Professional Interests

- Innovative technology tools and best practices that impact on individuals, corporations and society. E-education and technology to enhance learning. High performing collaborative teams, globalization and corporate competitive advantage across borders, women and innovation, nexus between commercialization and applied research

Professional Experience

Present
1983 – 1998 **Pareto International, Inc.** Vancouver, BC
2006 – 2009 and Boston, MA
2012 - present

Founder and President

- Built a cutting edge international marketing consulting and strategic partnership development business specializing in Asia Pacific, Europe and North America .
- Please contact for information on current projects.

2010 – 2012 **Boston Collegiate Charter School** Boston, MA

Chief Development Officer

Assess the fundraising potential of the school and identify opportunities to increase unrestricted and restricted funds from all constituencies to support BCCS's short- and long-term capital and programmatic funding needs. Bring together development staff, Board members, and other personnel and volunteers as a cohesive, cooperative unit.

- Maintain and build upon the BCCS's base of support. Provide insights, research, and develop new strategies and tailored cases for support to enhance the organization's relationships with individuals, and the corporate and foundation communities at local and national levels.
- Serve as a key architect in designing and implementing a future multi-million dollar campaign that will enable BCCS to fund its capital projects and programmatic needs.

ORIGINAL

Resume of Soo Sheung Wong
Chief Marketing and Innovation Officer of Herbal Care Center, Inc.

- Establish strategies to cultivate a pool of major gift prospects, and identify and cultivate the next generation of donors.
- Guide and support the Executive Director, Board members, and other volunteers in ways that inspire them to action and make their experience productive, as well as positive and satisfying. Utilize key leadership's time and talents appropriately with respect to cultivation, solicitation, and stewardship efforts.
- Enhance communication on all levels of the organization: keeping donors and the public informed, thanked, and involved; providing vehicles for more effective Board and staff communications; and ensuring increased giving opportunities.
- Develop and implement a plan for alumni and parent relations, recognizing a wide array of audiences, who are positively disposed and looking for mechanisms to stay involved with the School, to the families of graduates and current students who may wish to support and nurture BCCS and ultimately encourage the commitment and contribution of both a greater number of gifts to the School and greater levels per gift.

2009

Children's Hospital Trust

Boston, MA

Senior Major Gifts Officer

- Identify international prospects (\$100,000+) and collaborate with senior Trust staff to develop cultivation and solicitation strategies.
- Work with senior major gifts team to develop a case, assess fundraising potential, identify major gifts prospects, cultivate, solicit and close gifts at the \$50,000+ level for the newly merged Program for Cellular and Molecular Medicine/Immunology Disease Institute.
- Analyzed opportunities for international fundraising at Children's Hospital Boston.
- Developed business plan to launch international fundraising program for Children's Hospital Trust.
- Develop "pilot" programs targeting two global regions.
- Develop strategic implementation plans for international cultivation events for major gifts donors (\$100K+).

1983 – 1998
2006 - 2009

Pareto International, Inc.

Vancouver, BC
and Boston, MA

Founder and President

- Built a cutting edge international marketing consulting and strategic partnership development business specializing in Asia Pacific and North America .
- Responsible for business development (brought in 95% of all clients), strategic planning, strategic partnering, creating and managing the network between clients, industry and government.

 ORIGINAL

Resume of Soo Sheung Wong

Chief Marketing and Innovation Officer of Herbal Care Center, Inc.

- Market research, marketing strategy, corporate innovation and general business consulting to manufacturers, service companies, government agencies and crown corporations. (Client list on request)
- Developed, organized and implemented corporate seminars, board-level presentations, industry conferences, high profile cultural and sports special events for Fortune 500 organizations.

2004 – 2006

Buckingham Browne & Nichols School Cambridge, MA

Director of Development

- Supervised and managed overall operations of the External Affairs Department. Built department consisting of 6 people to 22 staff members in the first year of \$65 Million Capital Campaign. Developed new organizational structure for department and oversaw hiring of new staff; which streamlined functions and increased functional efficiencies across the department.
- Managed and cultivated 125 major gifts portfolio (Campaign and Annual). Identified, cultivated, solicited and closed four major gifts from new families in the first 14 months.
- Managed the annual \$3 Million dollar budget for the department.
- Designed and implemented department controls and processes for research, data base management, department and development handbooks and policies.
- Spearheaded future program development, implementation strategies and supervision of employees staffing Annual Giving, Alumni/ae Affairs, Capital Giving, Communications, Constituent Relations, Leadership Gifts, Capital Campaign, Special Events and Advancement Services.
- Facilitated collaboration and developed programs to enhance community among faculty, staff, alumni, parents and students.
- Staffed Trustee Development Committees such as the Annual Fund Steering Committee, Capital Campaign Steering Committee and serve as a resource for the Alumni/ae Council and Parent's Association.

2003 – 2004

Bay Farm Montessori Academy

Duxbury, MA

Interim Director of Development and Communications

- Collaborated with the Head of School and Board of Trustees in planning and implementing development and communications strategies, policies, events and programs.
- Managed and implemented daily development and communications activities.

 ORIGINAL

Resume of Soo Sheung Wong
Chief Marketing and Innovation Officer of Herbal Care Center, Inc.

- Grew the Annual Fund program by a factor of 3 and developed an Alumni Program. Managed Special Events, Annual Auction, Capital Campaign, Annual Report, Newsletter, Website development and content writing, Parents Association.
- Responsible for major gifts and donor identification, cultivation and stewardship. Developed E-Philanthropy and prospect research processes.

1998 – 2001 **SUN Technology Investors, Inc.** Cambridge, MA
and London, UK

Managing Director

- Responsible for new business development, sourcing and evaluating early stage deals, portfolio management, strategic analysis. Reported to an off-shore Head Office and collaborated with other global subsidiaries.
- Built and managed the growth of three in-house startups (early stage VC, software company, business incubator); developed proof of concept, organizational structure, recruiting, training, managing start-up staff of 30. Created valuation of over \$12 million in less than 12 months for one startup.
- Established accounting and business processes and systems, developed processes to track investment activities, financial reporting, strategy development, marketing activities and staff development. Managed 8 figure budgets, P & L accountability and corporate governance.

2001 – 2007 **SUN Group of Companies** USA and
London, UK

Advisor

- Maintained USA market intelligence and network, evaluated business and investment opportunities. Including oversight and advice on corporate reporting activities.
- Monitored and provided advice to portfolio companies.

Education **Massachusetts Institute of Technology** **Cambridge, MA**
MIT Sloan Fellows Program in Innovation and Global Leadership

- **Master of Science in Management of Technology.**

British Columbia Institute of Technology **Vancouver, BC**
● **Diploma in International Marketing Management**

Professional Memberships ● MIT Sloan Club of Boston, Women in International Business, New England
Canada Business Council, Hong Kong Canada Business Council,
Women in Technology International, Association of Fundraising Professionals



Resume of Soo Sheung Wong
Chief Marketing and Innovation Officer of Herbal Care Center, Inc.

- Volunteer**
- Board of Governors of the Society of Sloan Fellows of MIT
 - President of H.O.A. and Strata Council for Fairmont Heritage Place Whistler, Canada
 - New England Canada Business Council Technology Committee
 - Active contributor to development efforts for secondary and post secondary educational non-profits
 - Appointed to City of Vancouver Economic Commission
 - Past trustee of the Dr. Sun Yat-Sen Classical Chinese Garden
 - Past director of the Hong Canada Business Council
 - Past director of S.U.C.C.E.S.S (Chinese Canadian social service agency)
- Languages**
- Cantonese, Mandarin
 - Basic French and German



ORIGINAL

Resume of Dr. Stephen Mayer
Medical Director of Herbal Care Center, Inc.

STEPHEN A. MAYER MD, PHD
MEDICAL ONCOLOGY AND HEMATOLOGY, P.C.
225 QUINCY AVENUE
BROCKTON, MA 02302
[REDACTED]

Professional and Teaching Activities

- 7/06-present Consultant Physician, Private Practice
Attending Physician, Brockton Hospital, Brockton MA
Attending Physician, Caritas Good Samaritan Medical Center, Brockton MA
Attending Physician, New England Sinai Rehabilitation Hospital, Stoughton, MA
- 6/01-6/06 Clinical Teaching Fellow in Medicine. Harvard Medical School
- 1/04-5/04 Chief Medical Resident. Veterans Association Medical Center West Roxbury, Harvard Medical School
- 5/94-12/95 Instructor in Pediatrics. Harvard Medical School
- 5/91-5/94 Postdoctoral Research Fellow. Harvard Medical School
- 12/90-5/91 Postdoctoral Research Fellow. Howard Hughes Medical Institute, Boston Children's Hospital
- 8/84-12/90 Graduate Teaching Assistant. Department of Biochemistry, University of Arizona
- 1/85-6/85 Biology Instructor. Central Arizona College, Arizona State Prison Campus

Board Certification

- 2004 Internal Medicine
- 2006 Medical Oncology

Education

- 2001 M.D. Boston University School of Medicine
- 1990 Ph.D. The University of Arizona (Biochemistry)
- 1983 B.S. Loyola Marymount University (Biology)

Postdoctoral Training

- 7/04-6/06 Clinical Fellow in Oncology. Beth Israel Deaconess Medical Center, Harvard Medical School
- 7/02-6/04 Residency in Internal Medicine. Beth Israel Deaconess Medical Center, Harvard Medical School
- 6/01-6/02 Internship in Internal Medicine. Beth Israel Deaconess Medical Center, Harvard Medical School

Research Fellowships

- 6/98-9/98 Medical Student Research Fellow. Division of Neurogenetics, Department of Neurology, Beth Israel Deaconess Medical Center
- 12/95-8/97 Research Associate. Vascular Research Laboratory, Beth Israel Deaconess Medical Center

 ORIGINAL

Resume of Dr. Stephen Mayer
Medical Director of Herbal Care Center, Inc.

12/90-12/95 Postdoctoral Research Fellow, Department of Cardiology, Boston Children's Hospital

Honors

2000 Alpha Omega Alpha
1992 Sidney Blackmer Award for Excellence in Neuromuscular Disease Research, Muscular Dystrophy Association

Committees

Medical Executive Committee, Good Samaritan Medical Center, 2011-present
Oncology Committee, Brockton Hospital, 2007-present
Board of Directors, Massachusetts Society of Clinical Oncologists, 2007-2010
Transfusion Committee, Brockton Hospital, 2006-2010

Research Funding

1998 Epilepsy Foundation of America Medical Student Research Fellowship: "Signal Transduction Pathway Defects In Lissencephaly."
1991-1994 Muscular Dystrophy Association Neuromuscular Disease Research Fellowship: "Alternative Splicing Of Contractile Protein Genes."

Membership in Professional Societies

2004-present Massachusetts Society of Clinical Oncologists
2004-present American Society of Clinical Oncologists
1999-present American College of Physicians
American Society of Internal Medicine
1997 American Medical Association
Massachusetts Medical Society

Publications

1. Mayer, S.A., A.M. Cypess, O.N. Kocher, S.M. Berman, M.S. Huberman, P.I. Hartzband and B. Halmos. **2005**. Sequential paraneoplastic endocrine syndromes in small cell lung cancer. *J. Clin. Oncology*. 23:1312-1313.
2. Mayer, S.A., M.S. Eller, and B.A. Gilchrist. **2001**. The S.O.S. Response in Human Skin. *Curr. Probl. Dermatol.* 13:153-158
3. Dye, B.T., M. Buvoli, S.A. Mayer, C.H. Lin, J.G. Patton. **1998**. Enhancer elements activate the weak 3' splice site of α -tropomyosin exon 2. *RNA* 4:1523-1536
4. Buvoli, M., S.A. Mayer and J.G. Patton. **1997**. Functional crosstalk between exon enhancers, polypyrimidine tracts and branchpoint sequences. *EMBO J.* 16: 7174-7183
5. Sparks, K.A., S.A. Mayer and C.L. Dieckmann. **1997**. Premature 3' end formation of *CBP1* mRNA results in the downregulation of cytochrome *b* mRNA during the induction of respiration in *Saccharomyces cerevisiae*. *Mol. Cell. Biol.* 17:4199-4207
6. Patton, J.G., S.A. Mayer, P. Tempst and B. Nadal-Ginard. **1991**. Characterization and molecular cloning of polypyrimidine tract-binding protein: a component of a complex necessary for pre-mRNA splicing. *Genes & Dev.* 5:1237-1251
7. Mayer, S.A. and C.L. Dieckmann. **1991**. *CBP1* mRNA 3' end formation is regulated during carbon catabolite repression. *Mol. Cell. Biol.* 11:813-821.
8. Mayer, S.A. and C.L. Dieckmann. **1989**. The yeast *CBP1* gene produces two differentially regulated transcripts by alternative 3' end formation. *Mol. Cell. Biol.* 9:4161-4169

 ORIGINAL

Resume of Dr. Stephen Mayer
Medical Director of Herbal Care Center, Inc.

9. Miller, L.P., S.A. Mayer, L.D. Braun, P. Geiger and W.H. Oldendorf. 1988. The effect of pretreatment with pentobarbital on the extent of [¹⁴C] incorporation from [U-¹⁴C] glucose into various rat brain glycolytic intermediates: relevance to regulation at hexokinase and phosphofructokinase. *J. Neurochem. Res.* 13:377-382

Invited Oral Presentations:

1. Mark G. Kris, MD, Stephen A. Mayer, MD, PhD. 2012. Peer-Based Strategies in Preventing Chemotherapy-Induced Nausea and Vomiting. Medscape Education Oncology <http://www.medscape.org/viewarticle/760679>
2. Mayer, S.A., J.G. Patton and B. Nadal-Ginard. 1993. □-tropomyosin alternative 3' splice site selection is based on U1 snRNP-pyrimidine tract interactions in an ATP independent complex. *Cold Spring Harbor Laboratory Symposium on RNA Processing.* Cold Spring Harbor, NY. May 17-21, 1993.
3. Mayer, S.A., J.G. Patton and B. Nadal-Ginard. 1992. U1 snRNP is associated with the branchpoint-polypyrimidine tract of mammalian introns in an ATP independent complex. *RNA Society Symposium on RNA Processing.* Keystone, CO. May 27-31, 1992.

Abstracts

1. Jiang, Y, S. Mayer and V. Gurewich. 1996. Isolation of a novel U-PA binding protein from human platelet membrane. *XIIIth International Congress on Fibrinolysis and Thrombolysis* Barcelona, Spain June 24-28, 1996
2. Mayer, S.A., M. Buvoli and B. Nadal-Ginard. 1994. Purine sequence elements in smooth muscle-specific □-tropomyosin exon 2 bind a novel 120kD protein and activate 3' splice-site selection. *Keystone Symposia on Molecular and Cellular Biology: The Eukaryotic Nucleus.* Tamarron, CO. February 13-20, 1994.
3. Mayer, S.A., J.G. Patton and B. Nadal-Ginard. 1991. U1 snRNP interacts with the branchpoint-polypyrimidine tract of mammalian introns. *Cold Spring Harbor Laboratory Symposium on RNA Processing.* Cold Spring Harbor, NY. May 15-19, 1991.
4. Mayer, S.A., W. Hable and C.L. Dieckmann. 1991. Differential 3' processing of *CBP1* mRNA. *Cold Spring Harbor Laboratory Symposium on RNA Processing.* Cold Spring Harbor, NY. May 15-19, 1991.
5. Mayer, S.A. and C.L. Dieckmann. 1990. Alternative 3' end formation of yeast *CBP1* mRNA is differentially regulated by carbon source. RNA Processing Meeting, Cold Spring Harbor Laboratory. Cold Spring Harbor, NY. May 16-May 20, 1990
6. Mayer, S. A., Y. Liu and C.L. Dieckmann. 1989. Characterization of transcripts encoded by the *URF-CBP1-NUC1* gene cluster of *S. cervisiae*. Yeast Genetics and Molecular Biology Meeting, Atlanta, GA June 27-July 1, 1989.
7. Mayer, S. A. and C.L. Dieckmann. 1989. Two differentially regulated transcripts are formed from the yeast *CBP1* gene by alternative 3' end formation. Fourth ICN/UCI Symposium on Protein-Nucleic Acid Interactions in Gene Expression, Dana Point, CA March 30-April 2, 1989.

 ORIGINAL

Ross Vaisman

◆ 303.902.8799 ◆ rossvaisman@qwest.net

Trusted consultant for the development and management of legally compliant cannabis businesses with over three years' experience. Exceptional abilities to perform and effectively accomplish strategic management protocols while maintaining ethical, collaborative and professional standards.

EDUCATION & APPLICABLE SKILLS

Bachelor of Science in Business Administration, University of Colorado - Denver
Languages - fluency in Russian and Ukrainian

1986

PROFESSIONAL EXPERTISE

- Managed successful medical marijuana retail operations and cultivation facilities since 2010 with long term commercial potential.
- Consultant to investors with cutting edge marketing and partnership strategies yielding the highest possible return on their investments.
- Knowledgeable in the financial and regulatory requirements unique to the cannabis industry.
- Skilled in the recruitment, training, and advancement of marijuana cultivation personnel and teams.
- Proficiency in the preemptive identification and resolution of cannabis industry issues.

PROFESSIONAL EXPERIENCE

Founder and CEO, BRR Consulting, LLC – Denver, Colorado

2013 to present

BRR Consulting, LLC is a Colorado based business focusing on managing, developing and growing compliant cannabis operations.

- Consulting and managing a successful cannabis facility in a metropolitan setting with a strong community support network.
- Operations management including, but not limited to, marketing, branding, training, compliance, entity finances and leadership.
- Maintaining strict compliance with state and local regulatory agencies and providing expertise on successfully running a compliant business.
- Providing guidance on cultivation systems, marketing strategies and industry standards.

Founder and CEO, Cannabis for Health – Denver, Colorado

2010 to present

Cannabis for Health is a Colorado state licensed medical cannabis dispensary with large-scale cultivation facilities.

- Management of multiple indoor cannabis cultivation facilities subject to strict state and local regulations and requirements.
- Creating sustainable growth while building market share over the past two years in a rapidly evolving industry.
- Establishing and maintaining safe access to high quality medicine for patients.



ORIGINAL

RICK DOUGLAS SCARPELLO

~ rickscarpello@yahoo.com

Experience

MEDICALLY CORRECT/INCREDIBLES

Partner/ Manager

Denver, Colorado

June 2010 to present

Partner and co-founder and operations manager of a medical cannabis company. Presently distributed to 400 dispensaries in Colorado. Leader of a team of 30 employees to make this happen. Responsibilities: payroll, bookkeeping, distribution, manufacturing, marketing, R&D, brand creation, product creation, hiring and more.

UDI'S HANDCRAFTED FOODS

Director of Bakery Operations/Plant Manager

Denver, Colorado

April 2008 to August 2012

Director of the operational and financial activities of a wholesale bakery including; monthly P&L, production, invoicing, customer service and all sales. Oversee the staff; 5 direct reports (QA Mgr, Sales Mgr, Production Mgr, Distribution Mgr, Packaging Mgr), office manager and 80 employees. We created a new frozen business line for the company, which led to over 150% increase in sales.

WEBOLUTIONS, INC.

Project Manager/Operations Manager

Greenwood Village, Colorado

September 2007 to April 2008

Director of all operational and financial activities of a full-service marketing agency in that is able to offer its client's a fully integrated marketing solution. Leader of the sales-team, marketing analysis team, project management and all application/web design team members. Identified core personnel, responsible for all recruitment and hiring, quarterly and year-end reviews.

II FORNAIO (AMERICA) CORP.

Regional Business Manager/Plant Manager

Denver, Colorado

June 2002 to August 2007

Regional Sales Manager

December 2003 to August 2007

Direct the operational and financial activities of a wholesale bakery including; monthly P&L presentation to the board, production, invoicing, A/P and A/R. Supervised the sales department. Oversee the distribution department, which includes frozen par-baked LTL/TL and DSD staff. Over 27 million in sales for the division.

CREATIVE SERVICE CONCEPTS, INC.

Operations Manager/Partner

Multiple Locations, Colorado

September 1995 to June 2002

Responsible for all operational decisions for this multi-unit company. Successfully opened 5 locations from site selection, to build-out and grand opening. Direct marketing strategies within budget. Perform all daily, monthly and quarterly accounting. Responsible for creating new products, developing, marketing and training for new product. Over \$4 million in sales per year.

BRUNSWICK RECREATIONAL CENTERS

General Manager

Lakewood, Colorado

Feb 1991 to September 1995

Supervised eight different department managers and employees, total of 60. Won an Executive Award in 1993, performance based on budget and previous year. Won manager of the month four times, Manager of the year in 1994 against 24 locations. Over \$5 million dollar sales per year.

Corporate Awards

II FORNAIO (AMERICA) CORP.

"Business Manager of the Year"

2005

"Business Manager of the Year"

2004

BRUNSWICK RECREATIONAL CENTERS

"Executive Award"

1993

 ORIGINAL

Resume of Jay Groob
Director of Security of Herbal Care Center, Inc.



Jay L. Groob
Curriculum Vitae

CERTIFICATIONS

Certified International Investigator
Licensed Private Investigator in Massachusetts since 1983
Licensed Private Investigator in New Hampshire since 1989
Licensed Private Investigator in New York since 2002
U.S. Department of Homeland Security
Certified Chemical Terrorism Vulnerability Information User - 2010

EDUCATION

B.S., *cum laude*, Criminal Justice, 1980
Northeastern University, Boston, MA

Interviewing and Interrogation Seminar, 1990
Reid College, Chicago, IL

Vehicle Theft Investigation Seminar
Montgomery Community College, PA

Insurance Fraud Bureau of Massachusetts Course, 1994
Office of the Attorney General Scott Harshbarger

Arson Task Force/Interview & Interrogation Seminar, 1994
International Association of Arson Investigators

Basic & Advanced Kinesic Interview & Interrogation Techniques Seminar, 1996
International Association of Arson Investigators
Licensed Private Detectives Association of Massachusetts

Advanced Investigative Skills & Techniques, 1996
ION Scottsdale, AZ

Behind the Scenes -Effective Investigation, 1997
ION Scottsdale, AZ

A handwritten stamp consisting of a rectangular box with a checkmark inside, followed by the word "ORIGINAL" in a bold, sans-serif font.

Resume of Jay Groob
Director of Security of Herbal Care Center, Inc.

Licensed Private Detectives Association of Massachusetts, 1998
16 Hours of Specialized Fields in Insurance Fraud/ Motor Vehicle Collisions

Licensed Private Detectives Association of Massachusetts, 1998
16 Hours of Specialized Fields in the Public & Private Investigation Industry
for the Commonwealth of Massachusetts 1999

The Insurance Fraud Bureau of Massachusetts, 1999
Automobile Insurance Fraud from Collision to Prosecution

International Privacy Symposium, 1999
WAD enGIN NCISS

Council of International Investigators, 1999
12 Hours of Specialized Fields in the Private Investigation Industry

Northeast Super Conference, 1999
12 Hours of Specialized Fields in the Public & Private Investigation Industry

- Criminal Defense Fraud Investigation
- The Statement as a Crime Scene
- Criminal Aspects of Domestic Investigations
- Criminal and Civil Forensic Death Investigation

Council of International Investigators
Training Seminar, March 22-March 26, 2000
Sydney, Australia

- International Investigative Training

Council of International Investigators
Training Seminar, August 22-26, 2000
Berlin, Germany

- Financial Fraud
- Due Diligence & Competitor Intelligence
- The Changing Relationship Between the Police and Private Investigators
- Disclaimer for Background Search
- Disclaimer for Assets Search

Licensed Private Detectives Association of Massachusetts, 2001
16 Hours of Specialized Fields in the Public & Private Investigation Profession
for the Commonwealth of Massachusetts

Council of International Investigators
Training Seminar, August 22-25, 2001
Toronto, Canada

- DNA as an Investigative Tool in the Private Sector
- Defending & Investigating Cases of Wrongful Conviction
- Civil Prosecution of International Frauds, Tracing E-Mail & Internet Profiling

 ORIGINAL

Resume of Jay Groob
Director of Security of Herbal Care Center, Inc.

Completed over 300 hours of Continuing Education in Specialized Fields in the Private Investigation Industry, including privacy legislative issues.

Council of International Investigators
Training Seminar, February 12-17, 2002
Chiang Mai, Thailand

- Economic Crime: the New Age of Crime
- Money Laundering
- International Terrorism
- Financial Fraud; the Cheating Game

Council of International Investigators
Training Seminar, August 18-24, 2002
New Orleans, LA

- Uncovering Reasonable Doubt -the Role of the Criminal Defense Investigator
- Employment Investigation and FCRA
- Difficult Interviews: Children/Elderly/Incarcerated
- Wrongful Convictions: Our National Disgrace

Council of International Investigators
Training Seminar, September 6-10, 2005
Cascais, Portugal

- Advance Fee Fraud
- Money Laundering
- Cybercrime
- Cross-Border Contracts
- International Criminal Prosecutions

Council of International Investigators
Training Seminar, August 2008
Halifax, Nova Scotia

- Child Exploitation Tracking
- Reading Between the Lies: How Investigators Can Use Psychology to Find the Truth
- Identity Theft
- Terrorism: A Global Update
- Conducting Investigations in Third World Countries

Licensed Private Detectives Association of Massachusetts, 2009
Digital Photography for Court and Legal Proceedings
27th Annual Intellenet Seminar, March 24-27, 2010
New Orleans, LA

 ORIGINAL

Resume of Jay Groob
Director of Security of Herbal Care Center, Inc.

- Ethics in Forensic Science
- Investigating Mortgage Fraud
- Counterfeit Goods - The Risks and Links to Terrorism Funding
- Professional Electronic Update
- Workplace Violence
- E-mail Tracing

PROFESSIONAL AFFILIATIONS

Council of International Investigators
President 2005-2006
First Vice President 2004-2005
Second Vice President 2003-2004
Third Vice President, Northeast Regional Director 2002-2003
Executive Board and Strategic Plan Chairman 2000-2002

Intellenet
National Association of Legal Investigators
American Society for Industrial Security
International Association of Auto Theft Investigators
International Association of Arson Investigators
National Council of Investigation and Security Services
International Detective Network
National Association of Investigative Specialists
Licensed Private Detectives Association of Massachusetts
Investigators On-Line Network

SUMMARY OF EXPERIENCE

- 25 years experience conducting investigations including criminal defense, white collar crimes, due diligence, auto, liability and workers' compensation fraud;
- 20+ years management experience including the supervision of field agents and management of thousands of investigative case files;
- Testimony provided in various Federal, State and Local courts including the Department of Industrial Accidents;
- Participation on legal teams preparing testimony and evidence for trial in Federal and State Courts;
- Special Police Officer for Boston Police Department; 7 years

 ORIGINAL

Resume of Jay Groob
Director of Security of Herbal Care Center, Inc.

Chronology of Experience

- 1983 -present Managing Director
American Investigative Services, Inc., Brookline, MA
Supervise, manage and direct all aspects of investigations from Homicide Investigations to automobile theft/bodily injury claims. Responsible for direction, management and resolution of hundreds of files per year. On call as Keeper of the Records for all files currently in the office.
- 1979 – 1983 Senior Investigator
Creative Security, Inc., Providence, RI
Conducted investigations into fraudulent insurance claims. Consulted on issues of fraud, misrepresentation and Covert Undercover assignments.
- 1977 – 1979 Director of Investigations
Prime Security Systems, Brookline, MA
Conducted and directed the investigation of arson, Automobile, Workers' Compensation and liability fraud cases.
- 1973 – 1977 Staff Investigator
Creative Security, Inc., Brighton, MA
Investigated all types of cases developing skills from basic surveillance to interrogating witnesses and accident reconstruction.

CONSULTING and EXPERT TESTIMONY

- Testified as expert in many automobile fraud cases for major carriers in MA
- Testified as expert witness in insurance fraud cases ranging from workers' compensation claims to personal injury/liability cases
- Testimony given as both expert witness and investigator in charge of the case for criminal trials ranging from drug possession/trafficking to rape and homicide
- Classified as expert witness for Massachusetts Committee for Public Counsel

MEDIA

August 25, 2013 The Boston Globe
"Private detectives see holes in Patriots' path"
Local private investigators question efficacy of Patriots' background checks in light of the Aaron Hernandez arrest.

November 9, 2009 ABC (40) / Fox (6)
"Spotting a liar and finding the truth"
Eric Fisher is put in the hot seat as Private Investigator Jay Groob attempts to determine if he is lying.

 ORIGINAL

Resume of Jay Groob
Director of Security of Herbal Care Center, Inc.

- February 5, 2009 PBS
"Renewed Interest in the Tylenol Deaths"
Jay Groob, Managing Director of AIS, discusses the Tylenol case with Emily Rooney on PBS *Greater Boston*.
- August 6, 2008 WBZ Channel 4
"How Does A Person Become Untraceable?"
Jay L. Groob, Managing Director of American Investigative Services, provides his expert opinion on the notorious Clarke Rockefeller case.
- November, 2003 Boston Herald
"If the gumshoe fits; 20-somethings spy opportunities in career as PI."
Jay Groob, Managing Director of American Investigative Services, is the subject of this article by Christopher Cox
- June, 2003 Boston Magazine
"There Goes The Neighborhood"
Jay Groob, Managing Director of American Investigative Services, is the subject of this article regarding racism in Newton, MA.
- May 2003 Northeastern University Magazine
Interview of Alumnus Jay Groob, Managing Director of American Investigative Services, Inc.
- October 2001 Hartford Courant
"Man Sentenced For 25 years"
Jay Groob, owner of American Investigative Services, discusses his plan to review the case and make recommendations regarding a new trial.
- 1999
Participated in research and filming of the documentary *Punitive Damage*
- 1998
Featured in article on private detectives in the *Brookline Tab*
- 1991 WBZ Channel 4
Appeared in "People Are Talking" and "The Eye Team" investigative report on workers' compensation fraud and public employee abuses in Massachusetts
- August 3, 1990 Brookline Citizen
"Local Gumshoe"
Interview of Jay Groob, Managing Director of American Investigative Services, Inc.
- 1989 Boston Phoenix
"Jay Groob, Private Eye"
In depth interview of Jay Groob, Managing Director of American Investigative Services, Inc.

 ORIGINAL

Resume of Jay Groob
Director of Security of Herbal Care Center, Inc.

PUBLICATIONS

2004

Author of Chapter 30: *Background Investigations for Corporate Investigations (Second Edition)* by Reginald J. Montgomery and William J. Majeski.

1991

Lawyer's Weekly

Authored article on *Workers' Compensation Fraud in the 90's*

INSTRUCTION

Instructor for *Basic Investigation* for Adult Continuing Education in Boston, MA

LECTURES

LPDAM Conferences

Boston University School of Law

NESC NALi Conference (2003): *Special Investigative Unit Insurance Investigations*

Boston Bar Association (2011): *Discovery in the Electronic Age*

MCLE Family Law (2011): *The Impact of Social Media and Other Electronic Evidence on Your Domestic Relations Practice*

AWARDS

International Investigator of the Year

2002

Council of International Investigators' Annual General Meeting New Orleans, LA

This award is presented by the Council each year to a member who best exemplifies the high professional and moral standards of the Council, and is considered the most prestigious worldwide recognition of a professional investigator.

Security Association of Singapore

2006

Jay Groob, Managing Director of American Investigative Services, Inc. was honored with a commemorative plaque in recognition for his promotion of international investigations and security at the 30th Anniversary Celebration of the Security Association of Singapore.

SPECIAL SECURITY DETAIL

Jay Groob was instrumental in conducting a comprehensive risk assessment for a national firearms manufacturer that included review of written policies, government compliance, vulnerability assessment, evaluation of effectiveness of existing security program, countermeasures, and recommendation of cost-effective, operationally efficient solutions to enhance security and meet or exceed regulatory requirements.



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**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: Herbal Care Center, Inc.

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

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

Attach one-page bank statement.



Bank

America's Most Convenient Bank®

TD Bank, N.A.

1641 Beacon Street

Brookline, MA 02135

T: 617-739-2666 F: 617-739-1487

www.tdbank.com

November 19, 2013

Herbal Care Center INC
7 Faneuil Hall Place, FL 3
Boston, MA 02109

To Whom It May Concern:

This is to certify that The Herbal Care Center INC has a business account with TD Bank, N.A. The account [REDACTED] has a balance of \$ 500,185 as of November 19, 2013.

If you have any further questions please feel free to contact the Brookline Store at (617) 739-2666.

Sincerely,

Rulx D Marseille
Financial Service Representative
1641 Beacon Street
Brookline, Ma 02445



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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: Herbal Care Center, Inc.

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

Individual Name	Business Address	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1 Frank Taw	1651 Beacon St Brookline, MA 02445	\$ 912,000 100%	Cash/Line of Credit	Chief Executive Officer	Sixty monthly payments commencing 90 days after operations amortized over ten years. Interest at 8% per annum.
2		\$ %			
3		\$ %			

Entity Name/ Business Address	Leadership Names	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
ORIGINAL HCC Holdings I LLC	Sole Member: Frank Taw	\$ Est. \$3,250,000 100%	Building, build out	Landlord	Lease: Landlord finish (\$2.95 million for 35K sq. ft. fully equipped, \$300k reserve). Lease deferred for 9 months after occupancy. Base rent equal \$15/ft (\$525k annually).

CAPITAL EXPENSES
(Exhibit 4.3)

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

Corporation Name: Herbal Care Center, Inc.

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

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$0	Landlord provided as part of a turnkey lease
2	Environmental survey	\$0	Landlord provided as part of a turnkey lease
3	Permits and Fees	\$0	Landlord provided as part of a turnkey lease
4	Security assessment	\$5,000	Third-party security advisor
5	Land/building cost	\$0	Landlord provided as part of a turnkey lease
6	Site clean-up and preparation	\$0	Landlord provided as part of a turnkey lease
7	Other- describe	\$0	Landlord provided as part of a turnkey lease
8	_____	\$	
9	_____	\$	
	Build-out Costs		
1	Construction expenses	\$0	Landlord provided as part of a turnkey lease
2	Painting and finishes	\$0	Landlord provided as part of a turnkey lease
3	Security system	\$0	Landlord provided as part of a turnkey lease
4	Landscape work	\$0	Landlord provided as part of a turnkey lease
5	Parking facility	\$0	Landlord provided as part of a turnkey lease
6	Other- describe	\$0	Landlord provided as part of a turnkey lease
7	_____	\$	
8	_____	\$	
9	_____	\$	
	Equipment Costs		
1	Vehicles and transportation	\$79,500	3 delivery vehicles w/ transport safe and GPS
2	Cultivation equipment	\$35,002	Consumables – trays, pots, meters, etc.
3	Furniture and storage needs	\$20,000	Shelving and trays
4	Computer equipment	\$15,000	POS, laptops, printers, etc.
5	HVAC	\$0	Landlord provided as part of a turnkey lease
6	Kitchen/food prep equipment	\$17,500	Packaging equipment
7	Other- describe	\$0	Landlord provided as part of a turnkey lease
8	Contingency	\$16,700	
9	_____	\$	
	TOTAL	\$ 188,702	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

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

Corporation Name: Herbal Care Center, Inc.

Application # (if more than one): _____

Budget Period: 9/2014 to 8/2015

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

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

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

Enter short explanation of expenses

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THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

Corporation Name: Herbal Care Center, Inc. Application # (if more than one): _____

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

	FIRST FULL FISCAL YEAR PROJECTIONS 2015	SECOND FULL FISCAL YEAR PROJECTIONS 2016	THIRD FULL FISCAL YEAR PROJECTIONS 2017
Projected Revenue	\$5,353,704	\$8,600,514	\$13,818,718
Projected Expenses	\$4,275,202	\$5,718,100	\$9,530,150
TOTAL :	\$1,078,502	\$2,882,414	\$4,288,568
Number of Patients	1,390	2,383	3,971
Number of Patient Visits	66,710	114,362	190,603
Projected % of growth rate annually		242.9%	66.7%
Total FTE in staffing	44.5 FTE	53.5 FTE	65.5 FTE
Projected Medical Marijuana Inventory	1,769 Lbs. Cumulative	1,802 Lbs. Cumulative	2,008 Lbs. Cumulative



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**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: Herbal Care Center, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
South Coast Life Science and Technology Park, Innovation Way, Fall River, MA (exact address not yet assigned)	Bristol	Land Disposition Agreement with Option to Purchase; Binding LOI



ORIGINAL

HERBAL CARE CENTER, INC.

c/o DiMento & Sullivan

7 Faneuil Hall Marketplace

3rd Floor

Boston, Massachusetts 02109

November 19, 2013

Mr. Francis W. Taw, Manager
HCC Holdings LLC
5 University Road
Brookline, MA 02445

RE: Binding Letter of Intent to Enter into Commercial Lease

Dear Mr. Taw:

This Letter of Intent ("LOI") outlines the salient terms of our intent to enter into a lease agreement between HCC Holdings LLC, a duly organized Massachusetts limited liability company ("Landlord") and Herbal Care Center, Inc., a duly organized Massachusetts corporation ("Tenant") for commercial space at the SouthCoast Life Science and Technology Park of Fall River, Innovation Way, Fall River, Massachusetts. The following terms and conditions will serve as an outline of a lease agreement and as the basis for preparation and negotiation of a final lease agreement acceptable to both parties.

1) LANDLORD

Francis W. Taw, Manager
HCC Holdings LLC
5 University Road
Brookline, MA 02445

2) TENANT

Herbal Care Center, Inc.
7 Faneuil Hall MarketPlace, 3rd Floor
Boston, MA 02109

3) PREMISES

The leased commercial real estate (the "Premises") consists of an area to be agreed upon by Landlord and Tenant of up to 35,000 rentable square feet and ancillary parking as required by Tenant, to be built to suit at the SouthCoast Life Science and



ORIGINAL

Technology Park of Fall River as further identified in a Land Disposition Agreement With Option to Purchase with the Fall River Redevelopment Authority of even date herewith in which Landlord is identified as Tenant's nominee limited liability company (the "LDA").

4) EFFECTIVE DATE

The lease shall be effective as of the date of execution said lease (the "Effective Date").

5) COMMENCEMENT DATE

The term of the lease and rent thereunder shall commence on the sooner of: (a) tenant opens the Premises for business to the public; and (b) 30 days after the Delivery Date, below ("the Commencement Date").

6) DELIVERY DATE

Landlord shall deliver the Premises, in a condition suitable for Tenant's commencement of fitting of its tenant fixtures as of the date of the execution of the lease which shall take place no later than one hundred and twenty (120) days from the date of the satisfaction of all licensing and permitting contingencies set forth herein ("Delivery Date").

7) LEASE TERM AND USE OF PREMISES

The term of the Lease will consist of an initial term of five (5) years, plus one (1) renewal period of five (5) years, exercisable at Tenant's option, for a total term of ten years (10). The Premises shall be used as a registered medical marijuana dispensary and/or cultivation facility and infused products kitchen and any activities ancillary thereto.

8) RENT

- i) Base Rent. The base annual rent shall as set forth below per square foot of rented space paid in equal monthly installments:
Year 1: \$15.00/s.f. Gross
Years 2-3: \$15.50/s.f. NNN.
Years 4-5: \$16/s.f. NNN.
- ii) Increase in Base Rent in Option Years. The Base Rent shall be increased by 2% or CPI annual increases to base rent whichever is greater on each anniversary following Year 5. CPI will have a cap of 6%.

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The rent for up to the first nine (9) months of the lease term shall be deferred at Tenant's option and payments spread out of the following ten (10) months after such deferral together with the regularly scheduled rent. The lease will be a "Triple Net" Lease from Year 2 forward which means that rent shall be net to the Landlord. Tenant shall be responsible and pay property taxes, maintenance costs and insurance.

9) SECURITY DEPOSIT

The amount of the security deposit shall be \$21,000.00.

10) BUILD OUT OF THE PREMISES

Tenant and Landlord shall, at Landlord's expense which shall not exceed \$75.00 per square foot, obtain all necessary approvals and permits for, and complete the build-out of the Premises for a registered medical marijuana dispensary, cultivation facility and infused products kitchen in a good and workmanlike manner. Plans and specifications for the Tenant's use shall be subject to the approval of the Landlord which shall not be unreasonably withheld, conditioned or delayed and such plans, specifications and construction activities shall be subject to any other required approvals by, state and local officials and any other applicable laws and construction codes. The parties shall reasonably cooperate with all governmental officials in the procurement of necessary permits for the build out of the Premises.

11) UTILITIES AND SERVICES

Landlord shall bring all utilities to the Premises. Tenant shall furnish and pay for all utilities and make provisions for all other utilities (including, but not limited to, water, heating, ventilation, air conditioning, telephone and cable service and other services) which Tenant requires with respect to the Premises.

12) TAXES

Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Tenant's use of the Premises, and all Taxes on Tenant's personal property located on the Premises.

13) REPAIRS AND MAINTENANCE

The Landlord will be responsible for structural and roof repairs for the first 5 years of the lease unless the Tenant is the cause of damage to the roof in which case Tenant shall make such repairs at Tenant's cost. Thereafter, structural and roof repairs shall be apportioned. Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make

 ORIGINAL

LOI

all repairs and replacements necessary to keep the Premises safe and in good condition.

14) ALTERATIONS

The Landlord will build a facility of up to 35,000 square foot with parking facilities pursuant to tenant's specifications and as provided herein in Section 10. Tenant shall only make additional alterations, additions or improvements to the Premises with the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

15) ASSIGNMENT AND SUBLETTING

Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in the Lease or any part of the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

16) SIGNAGE

The Landlord agrees to allow Tenant to have signage on the front of the building and on a street front pylon sign. Tenant's signage must conform to and abide by all signage criteria as promulgated by the applicable governing board of the City of Fall River and restrictions and covenants of the SouthCoast Life Science and Technology Park at Fall River.

17) CONTINGENCIES AND ASSIGNMENT OF LDA

Tenant has this day entered into LDA. This LOI and the lease shall be contingent upon Tenant obtaining all state and local licenses and permits necessary to construct and operate a retail medical marijuana dispensary, cultivation facility and infused products kitchen and any and all appeal periods have expired. Upon satisfaction of these contingencies, Tenant shall assign its rights under the LDA to Landlord as consideration of lease contemplated herein. Landlord shall assist Tenant in seeking all approvals of the City of Fall River necessary to allow such activities to be conducted on the Premises.

18) ADDITIONAL PROVISIONS

- i) The lease shall provide a provision that essentially states that in the event the Federal Government closes down the facility after it is open for business the Tenant, at its option, may buy out the remaining term of lease for prepayment of one year's rent plus any unamortized expenses to the Landlord;

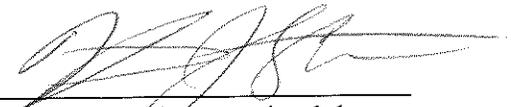
 ORIGINAL

- ii) The lease shall provide a provision to allow Tenant to expand the premises. The Tenant shall notify Landlord in writing that the Tenant intends to expand and its requirements. Provided that Landlord has maintained the option to purchase additional property as set forth in the LDA, the parties shall negotiate in good faith the terms of such expansion.
- iii) The parties represent and warrant to each other that there are no brokers involved in this transaction.
- iv) This agreement is a binding letter of intent and is a legally enforceable contract, subject only to the parties signing a mutually acceptable lease containing the terms contained herein and such other customary terms negotiated by the parties in good faith, which when executed shall be the only agreement between the parties. The parties shall have a right to specific performance hereunder.

If these conditions are acceptable to you, please place your signature on the bottom of the page where indicated.

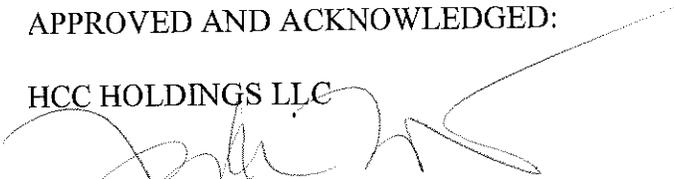
Sincerely yours,

Herbal Care Center, Inc., a Massachusetts corporation

By: 
Vincent J. DiMento, its duly
authorized Treasurer

APPROVED AND ACKNOWLEDGED:

HCC HOLDINGS LLC


Francis W. Taw, its duly authorized Manager

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LAND DISPOSITION AGREEMENT
With Option to Purchase
By and Between
THE FALL RIVER REDEVELOPMENT AUTHORITY
and
Herbal Care Center, Inc. and its nominee HCC Holdings LLC
Dated: Nov. 19, 2013

This LAND DISPOSITION AGREEMENT (hereinafter "LDA" or "Agreement"), is made as of this 19th day of Nov., 2013 by and between the FALL RIVER REDEVELOPMENT AUTHORITY, a public body politic and corporate, having an office at One Government Center, Fall River, Massachusetts 02722 (hereinafter with its successors and assigns, the "Authority" and/or "Seller"); and Herbal Care Center, Inc., a Massachusetts nonprofit corporation and its nominee HCC Holdings LLC, a Massachusetts limited liability company, both of 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109 or its nominee (hereinafter, with its successors and assigns and/or nominee, the "Buyer").

RECITALS

Whereas, the Authority is the owner of land containing approximately 4 acres, more or less, and more particularly described in "Exhibit A" hereto (hereinafter, the "Property"); and

Whereas, said Property is located within the SouthCoast Life Science and Technology Park at Fall River (hereinafter the "SouthCoast Life Science and Technology Park at Fall River"); and

Whereas, (i) it is Buyer's intent to secure a Massachusetts Department of Public Health license as a Registered Marijuana Dispensary (RMD) in accordance with regulations set forth in the Massachusetts Laws Chapter 369 of the Acts of 2012 an Act for the Humanitarian Medical Use of Marijuana and implemented under 105 CMR 725.000 and (ii) acquire Property to construct thereon an expandable building of approximately 35,000 s/f inclusive of education, research and development, cultivation, processing, sale and distribution of medical marijuana, the manufacture and sale of marijuana infused products and other services, accessories and appurtenances related thereto (the "Project"), and the parties hereto intend that this LDA shall set forth the parties' respective obligations related to said purchase and sale and new construction, as more fully set forth herein; and

Whereas, the Authority has determined that the sale of the Property to Buyer pursuant to the terms of this LDA, as well as the general fulfillment of the terms of this LDA, are consistent with the goals and objectives of the SouthCoast Life Science and Technology Park at Fall River, and are in furtherance thereof.

NOW THEREFORE, each of the parties hereto, for and in consideration of Ten Dollars (\$10.00) paid and the promises and the mutual obligations herein contained, and for other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, does hereby covenant and agree with the other as follows:

ARTICLE I – OPTION TO PURCHASE

Subject to all of the terms, covenants, and conditions of this LDA, the Buyer shall have an option to purchase the Property as described herein.

GRANT OF OPTION. For good and valuable consideration the Seller hereby grants to Buyer an option ("Option") to acquire the Property upon the terms and conditions set forth in this LDA.

TERM. The term of the option ("Option Term") shall commence on November 20, 2013 and full execution of this LDA ("Commencement Date") and shall terminate at 5:00 p.m., E.S.T., on, December 1, 2014, being eleven (11) months after the first day of the calendar month following the full execution of this LDA.

EXERCISE OF OPTION. Buyer may exercise the Option contained in this LDA at any time on or before the expiration of the Option Term, provided each of the conditions set forth in this LDA have been satisfied. Buyer shall exercise the Option contained in this LDA by giving written notice thereof to the Authority no later than the expiration of the Option Term (the "Notice of Exercise"). Upon exercise of this Option pursuant to a Notice of Exercise, as set forth herein, Buyer shall be bound to purchase the Property and Seller shall be bound to convey the Property on the terms and conditions set forth in this LDA.

EXPIRATION. The failure of Buyer to exercise the Option contained in this LDA in the manner required by this LDA prior to the expiration of the Option Term (or during any extension period(s)) shall cause Buyer's rights under this LDA to automatically become void and of no further force or effect, except that:

- (a) The Authority shall be entitled to retain all payments made under this LDA.
- (b) Upon the Authority's request, Buyer shall execute and deliver to Authority in recordable form any necessary documents as may be necessary to eliminate, as a matter of record, all of Buyer's rights hereunder, and to eliminate any liens against the Property caused, or allowed by Buyer, or any employee, agent, or representative, of Buyer.

SECONDARY OPTION. Within 120 days after execution of this Agreement, Buyer and Authority shall enter into negotiations for a second option to purchase on an abutting 10 +/- acre parcel of land for expansion purposes. Said terms and price per acre of second option to purchase are to be comparable to the initial option and subject to approval by both parties.

ARTICLE II - CONDITION OF LAND TO BE CONVEYED

The Authority and Buyer agree that full possession of the Property shall be conveyed free and clear of all tenants and occupants and personal property, and otherwise in accordance with the provisions of this LDA.

ARTICLE III - PURCHASE PRICE

Section 301 – Purchase Price.

Subject to all the terms, covenants and conditions of this LDA, upon the exercise of the Option the Buyer agrees to buy and the Seller agrees to sell the Property at a purchase price of \$80,000.00 acre of useable land. The price for the 4 acre site is Three Hundred Twenty Thousand Dollars and 00/100 (\$320,000.00) payable in cash, or by certified, cashier's, treasurer's or bank check(s) or wire transfer.

Section 302 – Due Diligence and Permitting Period/Termination.

Upon the execution of this LDA, the Buyer shall be granted a four month (4) month due diligence and permitting period (“Due Diligence and Permitting Period”) to inspect the Property and perform other tasks necessary to determine the feasibility of the Project including, without limitation:

- Having received all applicable state permits and/or approvals
- Site assessment
- Title review and survey
- Environmental site assessment
- Geotechnical testing, and
- Any other permits and/or approvals required by the City of Fall River

The four month (4) month Due Diligence and Permitting Period shall commence as of the first day of the calendar month following the full execution hereof.

If the Buyer does not terminate this LDA within the first four (4) full calendar months as of the commencement date of the Due Diligence and Permitting Period, then the Buyer shall pay the Authority the following non-refundable (unless Seller is in default hereunder), monthly payments:

For months 5 through 6	\$15,000 per month
For months 7 through 9	\$20,000 per month
For months 10 through 11	\$25,000 per month

The Buyer shall have the right to one, six (6) month extension of the Due Diligence and Permitting Period by paying the Authority an additional non-refundable \$50,000.00 (unless Seller is in default) option extension payment. This extension payment shall be made on or before the expiration of the Due Diligence and Permitting Period.

All of the above payments shall be applied towards the purchase price at the Closing.

Section 303 – Termination of LDA

At any time during the Due Diligence and Permitting Period (and including any extension of the Due Diligence and Permitting Period) the Buyer shall be entitled to terminate this LDA at any time in its sole discretion if it determines that the Project is not feasible at the Property. Upon such termination the Authority shall be entitled to retain any payments made up to the date of said termination (pro-rated for any partial month) as liquidated damages, which shall be the Authority's sole and exclusive remedy, at law or in equity, for any termination or default by the Buyer under this LDA.

If the Buyer shall fail to fulfill the Buyer's agreements herein prior to Closing then any payments retained hereunder by the Authority shall be considered liquidated damages and all other obligations of the parties shall cease, and this LDA shall be void without recourse to the parties hereto, and this shall be the Authority's sole and exclusive remedy, at law or in equity, for any termination or default by the Buyer under this LDA. The parties acknowledge and agree that, in the event of a termination or default by the Buyer, the Authority's damages would be difficult, if not impossible to ascertain. Accordingly, the parties have agreed upon the foregoing amount of liquidated damages in an attempt to make the Authority's damages more certain.

Should the Authority terminate this Agreement with the Buyer, for any reason other than a breach of this LDA by the Buyer, then any and all of the option payments will be returned to the Buyer and the refund of said option payments shall be the Buyer's sole and exclusive remedy, at law or in equity, for any termination or default by the Authority under this LDA.

Section 304 – Site Access

The Authority agrees to cooperate with Buyer in all respects in connection with this LDA including, without limitation, permitting Buyer to access the Property in connection with Buyer's on-going due diligence activities and in obtaining all necessary governmental and other regulatory licenses, permits, approvals, and agreements required to develop, construct and operate a registered medical marijuana dispensary and/or cultivation and infused products facilities where cannabis will be cultivated, processed and dispensed and other appurtenances related thereto ("Approvals") prior to Closing. In addition, the parties agree that up to and after the date of Closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this LDA. So long as this LDA is in effect, Buyer shall have the right to take any and all actions which Buyer, in its sole discretion, deems necessary or appropriate to enable Buyer to obtain the Approvals including, without limitation, the right to file site plan review, zoning code approvals, variances, changes or other appropriate relief, environmental, interconnect agreements, or other related approvals. The Authority agrees to execute and deliver to Buyer any and all instruments as Buyer may reasonably request and otherwise to cooperate (at no cost to the Authority) with Buyer in connection with the exercise of its rights pursuant to this LDA.

The Buyer shall be granted reasonable access to the Property by the Authority for purpose of conducting its due diligence at Buyer's sole cost and expense. The Buyer shall exercise due care to ensure that its employees, consultants, representatives and/or agents retained to access the

Property take all necessary and proper safeguards to prevent damage to persons or property at the Property, and, before any entry upon the Property occurs the Buyer shall provide to Authority certificates of insurance evidencing public liability, motor vehicle and worker's compensation insurance coverage in amounts reasonably acceptable to Authority and showing Authority as an additional named insured, as may be appropriate. All access and activities performed at the Property pursuant to this LDA shall be done in accordance with all applicable federal, state and local laws, rules and regulations. The Buyer shall provide notice to the Authority prior to accessing the Property and shall allow the Authority or its representatives to observe any activities conducted on the Property. The Buyer shall, at its sole cost and expense, promptly repair any physical damage to the Property and return the Property to substantially the same condition it was in prior to any access of the Property by the Buyer. Copies of all written reports obtained, generated or prepared in connection with or as part of the access to the Property shall promptly be provided to Authority and the Buyer shall maintain all such information as confidential and not disclose such information to any other person or entity without prior approval of the Authority, which approval shall not be unreasonably withheld, other than (i) to its employees, agents, consultants, contractors, and affiliates who need to know such information, (ii) to third parties in connection with the financing, development, and approval process relating to the Property, or (iii) as required by law. The provisions hereof relating to confidentiality shall not survive Closing under this LDA.

The Buyer shall defend, indemnify and hold harmless the Authority from and against any claims, costs, losses, damages, or expenses, including reasonable attorneys and expert fees, incurred by, filed against or asserted against Authority resulting or arising from acts or omission of Buyer in accessing the Property pursuant to this LDA. The provisions of this indemnity shall survive any termination of this LDA.

Section 305 – Tax Adjustment.

There shall be no real estate tax adjustment at closing in favor of Buyer or the Authority because the Authority presently does not pay real estate taxes to the City of Fall River for the Property. The Authority warrants that it shall be liable for any real estate taxes due and payable at or before or for the period prior to the date of delivery of the Deed.

ARTICLE IV - CONVEYANCE OF THE PROPERTY

Section 401 - Form of Deed.

The Authority shall convey to Buyer good and clear record and marketable title to the Property, free of all liens and encumbrances (except as provided in the "Exhibit B-1" attached hereto) by quitclaim deed (the "Deed") substantially in the form attached hereto and incorporated herein as "Exhibit B". Buyer expressly acknowledges that the conveyance and title of the Property shall be subject to the terms and conditions of this LDA and said Deed. The Buyer shall review and approve or disapprove the condition of title to the Property in the following manner:

During the Due Diligence and Permitting Period (as may be extended) the Buyer shall obtain, at Buyer's expense, a title report ("Title Report") on the Property, together with copies of all documents underlying any encumbrances to title ("Exceptions") shown on the Title Report, other

than those encumbrances already listed in Exhibit B-1 herein. On or before the expiration of the Due Diligence and Permitting Period and any extension period(s), the Buyer shall give notice to the Authority of Buyer's approval of the Title Report or Buyer's disapproval of any Exceptions. The Buyer's failure to give any notice within the Due Diligence and Permitting Period (or any extension period(s)) shall be deemed approval of the Title Report and the title to the Property shall be deemed to be in conformity with the provisions of this Section 401. In the event the Buyer provides the Authority with the notice hereinabove required of disapproval of any Exceptions, the Authority shall within thirty (30) days remove or cure any such Exceptions or notify the Buyer that it is unable or unwilling to so remove or cure any such Exceptions at which time the Buyer may elect within fifteen (15) days to accept title notwithstanding such Exceptions or terminate this LDA with a refund of all payments made to Seller hereunder by the Buyer.

The Buyer shall also have the right to approve or disapprove any additional Exceptions to the title that become of record after the date of the Title Report by providing notice to the Authority as provided above and the Authority shall within thirty (30) days remove or cure any such additional Exceptions or notify the Buyer that it is unable or unwilling to so remove or cure any such additional Exceptions at which time the Buyer may elect within fifteen (15) days to accept title notwithstanding such additional Exceptions or terminate this LDA with a refund of all payments made to Seller hereunder by the Buyer. Notwithstanding the foregoing, the Authority shall remove all monetary liens including, without limitation, mortgages and related instruments, mechanics' liens, and tax liens, if any, without the requirement that Buyer object to same and the Authority shall remove such other matters as the Authority has agreed or is obligated to remove.

Section 402 - Time and Place for Delivery of Deed.

The time and place for delivery of the Deed (the "Closing") shall be December 1, 2014 at 11:00 AM in the Bristol County Fall River District Registry of Deeds or such earlier date or time or other location as may be agreed to by the parties.

ARTICLE V - REDEVELOPMENT OF THE PROPERTY

Section 501 - Permitted Uses.

The Authority does hereby amend its Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River recorded at the Bristol County Fall River District Registry of Deeds in Book 8229, Page 110, to the extent necessary, to specifically allow for the use of the Property as a Registered Marijuana Dispensary and/or marijuana cultivation facilities as well as marijuana infused products facilities and other appurtenances related thereto in accordance with the Buyer's Developmental Proposal including, but not limited to, up to 5,000 square feet of retail space. Said Covenants shall otherwise remain in full force and effect and shall be enforceable by the Authority.

Buyer covenants and agrees that (i) it shall devote the Property only for such uses and in such a manner as is permitted pursuant to the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River, as amended herein, for so long as such shall remain in effect, and as the same may be amended from time to time as provided herein; (ii) in accordance with the Declaration of Restrictive Covenants by the Authority attached hereto as

“Exhibit D”; (iii) in accordance with this LDA and the Fall River Zoning Ordinances; and (iv) it is Buyer’s intention as of the date hereof to utilize said Property for a Registered Marijuana Dispensary and/or marijuana cultivation and infused products facilities and other appurtenances related thereto (“Primary Use”).

Section 502 - Approval of the Project.

Buyer has submitted for Authority review and approval a preliminary development proposal (“Preliminary Development Proposal”) for the construction of a Registered Marijuana Dispensary and/or marijuana cultivation and infused products facilities other appurtenances related thereto (“Project”). The Authority hereby acknowledges and agrees that if constructed substantially in accordance with the Development Proposal, the Project will comply with the provisions of the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River, as amended herein.

Prior to exercising the Option contained herein, the Buyer shall submit for Authority review and approval, which approval shall be in the reasonable discretion of the Authority, a final development proposal (“Development Proposal”) to be attached hereto as “Exhibit C” including, but not limited to:

- (i) Narrative summary of project and construction schedule; and
- (ii) Site plans and architectural plans with exterior views of the proposed facility which shall be incorporated into this LDA. The Authority shall review and approve said Final Development Proposal prior to the Buyer’s exercise of the Option contained herein; and
- (iii) Architectural floor plan of the premises of the proposed Registered Marijuana Dispensary (RMD) that identifies interior square footage available and describes the functional areas of the facility, including area for preparation of MIPs and cultivation of medical marijuana; and
- (iv) A description of the security measures, including employee security policies, approved by DPH for the RMD; and
- (v) A copy of the emergency procedures approved by DPH and the for the RMD; and
- (vi) A copy of the policies and procedures for patient or personal caregiver home-delivery approved by DPH for the RMD; and
- (vii) A copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between RMD s approved by DPH; and
- (viii) A copy of proposed waste disposal procedures; and

- (ix) A description of any waivers from DPH regulations issued for the RMD.
- (x) Hours of operation, including dispatch of home deliveries.
- (xi) Buyer shall also be required to file a copy of any Incident Report required under 105 CMR 725.110(F) with the Building Commissioner, Police Chief, and the Planning Board within 24 hours of creation by the RMD. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations
- (xii) Buyer shall also be required to file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by DPH or the Division of Administrative Law Appeals, as applicable, regarding the RMD with the Building Commissioner, Fire Chief, City Department of Public Health Director, and Police Chief within 48 hours of receipt by the RMD.
- (xiii) The permit holder shall provide the Building Commissioner, Fire Chief and Police Chief, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
- (xiv) The special permit shall lapse within five (5) years of its issuance. If the permit holder wishes to renew the special permit, an application to renew the special permit must be submitted at least 120 days prior to the expiration of the special permit.
- (xv) The special permit shall be limited to the current applicant and shall lapse if the permit holder ceases operating the RMD and/or marijuana cultivation and infused products facilities other appurtenances related thereto.
- (xvi) The special permit shall lapse upon the expiration or termination of the applicant's registration by DPH.
- (xvii) Buyer shall also be required to file a copy with the Building Commission, Police Chief, and City of Fall River Public Health Director in writing within 48 hours of the cessation of operation of the RMD or the expiration or termination of the permit holder's registration with DPH.

Section 503 - Development Obligations

The Buyer shall be obligated to commence construction of the Project within one (1) year after the Closing and shall complete construction of the Project in accordance with the Development Proposal within two (2) years after the Closing. The Buyer shall provide the Authority with written notice of the completion of construction of the Project at which time the Authority shall have the right to inspect the Project to confirm such completion and if satisfied shall issue the Buyer a Certificate of Completion.

Section 504 - Authority's Right of Reversion of Title

(a) If at any time following the Closing and prior to the issuance of a Certificate of Completion for the Project the Buyer shall fail to perform its obligations under Section 503 of this LDA with respect to the commencement or completion of construction of the Project then, in either such event, the Authority shall have the right to notify Buyer in writing of such failure or violation, whereupon Buyer shall have ninety (90) days from its receipt of such notice to cure such failure or violation.

(b) In the event that the Buyer does not cure such failure or violation within the ninety day period, as applicable (or within such extended period of time as may be established by the Authority in its reasonable discretion), and if the holders of record of loan agreements with respect to the Property or mortgages securing such loans do not exercise their rights to cure such violation or failure (as provided in Section 903 herein), the Authority shall have the right, upon thirty (30) days' notice to Buyer, to re-enter and take possession of the Property in exchange for a simultaneous refund of the purchase price paid under this LDA plus the value of any then improvements made to the Property by Buyer, and to terminate (and revert in the Authority within thirty (30) days of said notice and upon payment to Buyer), the estate conveyed by the Deed, it being the intent of this Section, together with other provisions of this LDA, that the conveyance of the Property to Buyer shall be made upon a condition subsequent to the effect that in the event of such failure to cure, the Authority at its option may declare a termination in favor of the Authority of the title and of all the rights and interests in the Property, and that such title and all rights and interest of Buyer and any assigns or successors in interest in the Property shall revert to the Authority; provided, however, that such condition subsequent and any reversion of title as a result thereof in the Authority shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way, the lien of any mortgage on the Property, or any rights or interests provided herein for the protection of the holders of such mortgages.

(d) In the event of any such repurchase of the property as provided in this section the Authority shall have the right to apply all or a portion of the refund of the purchase price paid under this LDA towards any mortgages, liens or other encumbrances on the Property with the remaining balance, if any, to be paid to the Buyer.

Section 505 - Substantial Changes to the Project.

(a) In the event that the Buyer intends to make any substantial changes (as hereinafter defined) to the Project, the Buyer shall submit to the Authority for its review and approval, an amended development proposal substantially similar in content to the Development Proposal, setting forth the proposed changes to the Project. Any substantial changes to the Project shall require the Authority's approval therefore, which approval shall not be unreasonably withheld, conditioned or delayed, however, the Authority's approval is not binding upon any other City agencies with a review authority over such plans. For purposes of this Section, "substantial changes" shall be deemed to include only changes to the Property that would involve a material and adverse change in use, or cause a material or materially adverse change in the external appearance of the Project, or in the design, dimensions, or finishes of the Project.

Section 506 - Prompt Payment of Obligations.

Prior to the Closing, the Buyer shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to Buyer or any of its contractors or subcontractors in connection with construction of the Project, except where Buyer is disputing its obligation to so pay.

Section 507 - Access to the Property by Authority Personnel.

Upon reasonable prior written notice, Buyer shall from time to time until the issuance of the Certificate of Completion give to duly authorized representatives of the Authority, access for inspection purposes to any and all improvements constructed on the Property by Buyer, and to all open areas surrounding the same, for the purpose of ascertaining Buyer's compliance with the provisions of this LDA; provided, however, that (i) all such inspections pursuant to this Section shall take place in the presence of a Buyer representative during normal business hours, (ii) all such inspections pursuant to this Section shall be subject to reasonable restrictions of the Buyer and (iii) the Authority shall defend, indemnify and hold harmless Buyer from and against any claims, costs, losses, damages, or expenses, including reasonable attorneys and expert fees, incurred by, filed against or asserted against Buyer resulting or arising from acts or omission of the Authority in accessing the Property pursuant to this section. The provisions of this indemnity shall survive any termination of this LDA.

ARTICLE VI – RIGHTS OF MORTGAGEE

Section 601 - Mortgage of the Property.

(a) Notwithstanding any other provisions of this LDA, Buyer or any owner of the Property or any portion thereof, shall at all times have the right, without the consent of the Authority, to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, by way of a bona fide mortgage to secure the payment of any loan or loans obtained to finance the acquisition of the Property and/or the development, construction, repair or reconstruction of the Project or any part thereof required to be constructed on the Property pursuant to this LDA, or to refinance any outstanding loan or loans therefore obtained for any such purpose.

(b) The holder of any such mortgage (including a holder who obtains title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this LDA to construct or complete the Project or to guarantee such construction or completion, but shall have the options described in Section 603 hereof.

Section 602 – Reserved.

Section 603 - Rights and Duties of Mortgagee upon Acquisition Prior to Completion.

(a) If a mortgagee of Buyer or any owner of the Property or any portion thereof, through the operation of its contract to finance the Project or a part thereof required by this LDA to be constructed by Buyer, by foreclosure or otherwise, acquires title to the Property or any part thereof that was covered by the mortgagee's mortgage prior to the issuance of a Certificate of Completion in accordance with the provisions of this LDA, such mortgagee shall have the following options:

(i) to complete construction of Project in accordance with the Development Proposal and the provisions of this LDA; or

(ii) to sell, assign, or transfer title to the Property or any part thereof, whether at a foreclosure sale or otherwise, to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of Buyer under this LDA in respect of the Property, by written instrument recorded forthwith in the Bristol County Registry of Deeds.

(b) In the event that a mortgagee elects to complete construction pursuant to Section 603(a)(i) above, or sells, assigns or transfers the Property pursuant to Section 603(a)(ii) above, the Authority shall extend the time limits set forth in Section 503 herein as shall be reasonably necessary to complete construction of the Project, and upon such completion, the mortgagee, purchaser, assignee or transferee, as the case may be, shall be entitled to a Certificate of Completion.

Section 604 - Rights and Duties of a Mortgagee After Completion.

If a mortgagee of Buyer or any owner of the Property or any portion thereof, through the operation of its contract to finance the acquisition of the Property and/or the development of the Project or a part thereof required by this LDA to be constructed by Buyer, by foreclosure or otherwise, acquires title to the Property or any part thereof that was covered by the mortgagee's mortgage after the issuance of a Certificate of Completion in accordance with the provisions of this LDA, such mortgagee, and anyone claiming by, through or under such mortgagee, shall comply with any applicable provisions of this LDA for the period during which said mortgagee, or anyone claiming by, through or under such mortgagee, holds such title.

ARTICLE VII - OPERATION AND MAINTENANCE

Buyer or its successors or assigns (as the case may be) shall at all times keep the Property in good and safe condition and repair and, in the occupancy, maintenance and operation of the Property, comply with all laws, ordinances, codes and regulations applicable thereto.

Buyer or its successors or assigns (as the case may be) shall not create, or cause to create, any nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, peaceful enjoyment of any property, structure or dwelling in the area.

Buyer or its successors or assigns (as the case may be) shall develop and operate the Project in accordance with the Declaration of Restrictive Covenants attached hereto as "Exhibit D" which Declaration shall be a covenant running with the land and shall be recorded herewith at the Bristol County Fall River District Registry of Deeds.

ARTICLE VIII - INSURANCE

Section 801 - Insurance Coverage.

- (a) Until the issuance of the Certificate of Completion the Buyer shall:
 - (i) keep the Project insured by fire and extended insurance and additional risk insurance in such amounts as Buyer shall reasonably determine. Such insurance may be part of a so-called "blanket" insurance policy; and
 - (ii) provide a certificate of insurance and any renewals thereof with respect to the Property to the Authority within twenty-one (21) days after a written request therefore from the Authority; and
 - (iii) provide ten (10) days' written notice to the Authority of any cancellation, substantial change, or termination of the insurance policies required pursuant to this Section.

ARTICLE IX - RECOURSE AND MORTGAGEES RIGHTS

Section 901 - Recourse.

- (a) No member, official, employee, agent, or consultant of the Authority shall be personally liable to Buyer, or any successor in interest, or person claiming by, through or under Buyer, in the event of any default or breach, or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this LDA.
- (b) No officer, director, shareholder, employee, agent or consultant of Buyer or of its subsidiaries or affiliates shall be personally liable to the Authority, or any successor in interest or person claiming by, through or under the Authority, in the event of any default or breach, or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this LDA.
- (c) Nothing herein shall affect any non-monetary remedies of the Authority or of Buyer under this LDA or the Deed.

Section 902 - Notices of Breaches to Mortgagees.

If the Authority gives written notice to Buyer of a default under this LDA, the Authority shall simultaneously furnish a copy of such notice to each of the mortgagees of record of the Property or any portion thereof. Any such mortgagee or holder may notify the Authority of its address

and request that the provisions of this LDA as they relate to notices, apply to such mortgagee or holder.

Section 903 - Mortgagee May Cure Breach of Buyer.

If Buyer has received notice from the Authority of a default under this LDA and such breach is not cured by Buyer before the expiration of the cure period provided therefore, any holder of record of a loan agreement with respect to the Property or any mortgage on the Property may (but shall not be obligated to) cure any such breach upon giving written notice of its intention to do so to the Authority within ninety (90) days, or thirty (30) days for a monetary breach, after such holder receives such notice of breach, and shall thereupon proceed with due diligence to cure such breach.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 1001 - Representatives.

Each party shall be entitled to rely upon any action taken in writing on behalf of the other party by any individual at the time designated by the other party with specific reference to this Section as authorized to act on its behalf under this LDA prior to the receipt by either of written notice from the other that such designation has been revoked. For all purposes hereof, the Authority has initially designated the Executive Vice President of the Fall River Office of Economic Development as its representative and the Buyer has initially designated Vincent J. DiMento as its representative.

Section 1002 - Standards for Performance.

The Authority shall have the right, at its sole election, to waive any of the requirements respecting Buyer's performance of its obligations hereunder, provided such waiver is provided in written form.

Section 1003 - Reimbursement of Authority in Respect of Certain Litigation.

Buyer shall pay all reasonable costs and expenses, including reasonable attorneys' fees and costs, which may be incurred by the Authority in any proceedings brought to enforce compliance with the provisions of this LDA, to the extent the Authority prevails. However, the holder of any mortgage on the Property or any portion thereof shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against Buyer, whether or not such holder shall subsequently acquire title to all or a portion of the Property.

Section 1004 - Agreement Binding on Successors and Assigns.

The respective provisions of this LDA shall be binding upon, and shall inure to the benefit of, the successors and assigns of Buyer and the public body or bodies succeeding to the interests of the Authority, and to any subsequent grantees of all or any portion of the Property; but Buyer, and its successors and assigns, shall, with respect to any breaches under this LDA or the Deed occurring

after the Closing, be liable (and any mortgagee shall in any event be liable) only for breaches occurring during its or their respective ownership of an interest in the Property and only with respect to and only for breaches occurring in respect of that portion of the Property as to which Buyer, its successors or assigns, or mortgagee, as the case may be, at the time of the breach, holds an ownership interest.

Section 1005 - Non-Discrimination.

Buyer agrees for itself, and its successors and assigns, and every successor in interest to the Property and/or Buyer, that Buyer and its successors and assigns shall:

(a) at no time cause the acquisition, development, construction, installation, reconstruction, disposal or conveyance by sale or lease, management, or maintenance of a part of the Property or of improvements thereon, to or by any person, to be denied, restricted, or abridged, nor his or her employment thereon, or his or her use, occupancy, or possession thereof preferred, discriminated against, segregated, or refused because of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability;

(b) not effect or execute, or knowingly permit any contractors, lessees, sub-lessees, or assigns, to effect or execute, any covenant, agreement, contract, lease, conveyance or other instrument, whereby the disposition of any rights, title or interests, in whole or in part in the Property shall be restricted because of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, marital status or other illegal basis;

(c) in connection with construction of the Project, not discriminate against any construction worker or applicant for construction work employment at the Property because of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, disability or marital status; and

(d) comply with the provisions of all State and local laws, ordinances and regulations prohibiting discrimination in connection with the construction, use and occupancy of the Property.

Section 1006 - Notice; Waiver; Time of the Essence.

(a) All notices, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this LDA shall be in writing and shall be deemed to have been properly given if delivered by hand (which shall be deemed given upon delivery), sent by telecopier (which shall be deemed given upon transmittal), sent by overnight courier (which shall be deemed given upon delivery by the overnight courier), or sent by registered or certified mail, postage prepaid, return receipt requested (which shall be deemed given three business days after deposit in the mails), and

(i) if directed to the Authority, address it to:

 ORIGINAL

Chairman, Fall River Redevelopment Authority
One Government Center
Fall River, MA 02722

with copies to:

BOGLE, DeASCENTIS & COUGHLIN, P.C.
57 North Main Street
Fall River, MA 02720-2129

Attorney Kenneth Fiola, Jr.
Executive Vice President
Fall River Office of Economic Development
One Government Center
Fall River, MA 02722

(ii) if directed to Buyer/, address it to:

Vincent J. DiMento, Treasurer
Herbal Care Center, Inc.
7 Faneuil Hall MarketPlace, 3rd Floor
Boston, MA 02109

with a copy to:

Vicente Sederberg
77 Franklin Street, 3rd Floor
Boston, MA 02110

or to such other address and addressee for any party as may from time to time be specified in a notice given by such party to the other party.

(b) No assent, express or implied, by either party to any breach of or any default under any provision of this LDA to be performed or observed by the other party shall constitute a waiver of or assent to any succeeding breach of or default under such provision or any other provision of this LDA.

(c) Time is of the essence of this LDA, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually attempt to fulfill the conditions applicable to each of them. No action shall be taken to enforce any of the obligations hereunder against Buyer, other than monetary obligations, unless Buyer shall have first been given written notice in which event Buyer shall have ninety (90) days from its receipt of such notice to cure such failure or violation. In the event of a monetary breach hereunder, no action shall be taken to enforce said monetary breach against Buyer unless Buyer shall have first been given written notice in which event Buyer shall have thirty (30) days from its receipt of such notice to cure such monetary breach.

 ORIGINAL

Section 1007 - Provisions Not Merged with Deed.

None of the provisions of this LDA are intended to or shall be merged by reason of the Deed, and such Deed shall not be deemed to affect or impair the provisions and covenants of this LDA.

Section 1008 - Excusable Delays.

For the purposes of the provisions of this LDA, Buyer shall not be considered to be in breach of or default in its obligations herein in the event of unavoidable delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God or of the public enemy, acts of the Federal or State government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

Section 1009 - Amendment of Urban Renewal Plan or Covenants.

(a) Until the expiration of the term of the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River, the Authority agrees that no modification or amendment to any provision of the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River proposed or made effective subsequent to the execution hereof shall be effective with respect to the Property unless such modification or amendment has been consented to in writing by Buyer.

(b) The Authority covenants and agrees that the Authority will not initiate or support any proposed zoning or other action or grant any consents or approvals that would have the effect of (i) making any use of the Property which is permitted hereunder pursuant to Section 501 herein a non-conforming, forbidden, or conditional use, or (ii) materially and adversely affecting the use, operation or occupancy of the Project or the Property in the reasonable opinion of the Buyer.

Section 1010 – Covenant by Authority

The Authority hereby covenants and agrees not to authorize any other facility in the SouthCoast Life Science and Technology Park at Fall River from operating an RMD and/or marijuana cultivation facility and from operating a facility where children congregate such as a school within 1,000 feet, or such lesser distance as may be allowed by Federal and/or State law, of the site conveyed herein and as further described in the deed attached hereto as Exhibit B.

Section 1011 – Public Transportation

Prior to the completion of the proposed Project the Fall River Redevelopment Authority will work with the Southeastern Regional Transit Authority to extend public bus transportation from the abutting Fall River Industrial Park into the SouthCoast Life Science and Technology Park. The proposed service will be designed to accommodate the public transit needs of the proposed facility and other businesses within the SouthCoast Life Science and Technology Park.

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Section 1012 – Real Estate Brokers

Each party shall be responsible for paying any commission or compensation due to its own real estate broker, if any.

Section 1013 – Affidavits and Certificates.

At the Closing, the Authority shall execute and deliver to Buyer the following documents:

In addition to the deed and any title clearing instruments required for Seller to convey good and record marketable title in accordance herewith, Seller shall execute and deliver affidavits, documents and certificates customarily required by Buyer's title insurance company, mortgagee and/or banks in the greater Fall River area in connection with purchases and mortgage loans for transactions of this type.

Section 1014 – Construction of Agreement.

This LDA 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 modified or amended only by a written instrument executed by both the Authority and the Buyer.

Section 1015 – Reserved.

Section 1016 – Reserved.

Section 1017 - Severability.

The invalidity or unenforceability of any provision of this LDA shall not affect any other provision hereof, and this LDA shall be construed as if the invalid or unenforceable provision had never been a part of this LDA.

Section 1018 - Governing Law; Enforceability of Covenants.

This LDA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 1019 - Captions.

The headings set forth in this LDA are for convenience only and shall in no way be deemed to affect construction or interpretation thereof

Section 1020 - Counterparts.

This LDA may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties hereto have not signed the same counterpart.

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WITNESS the execution hereof under seal as of the day and year first above written.

Fall River Redevelopment
Authority:



William G. Kenney,
Chairman

{BD062724}



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Buyer:
Herbal Care Center, Inc.

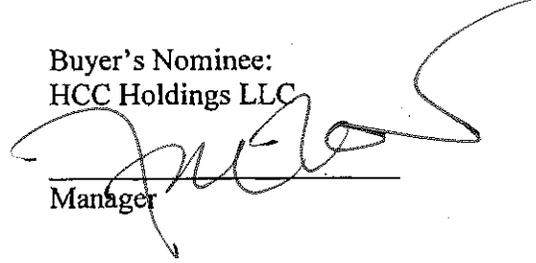


President



Treasurer

Buyer's Nominee:
HCC Holdings LLC



Manager

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Approved as to form:


Counsel to the Fall River
Redevelopment Authority

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“EXHIBIT A”
LAND DISPOSITION AGREEMENT

Legal Description

See attached Deed (“Exhibit B”)

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"EXHIBIT B"
LAND DISPOSITION AGREEMENT

DRAFT

QUITCLAIM DEED

Property Address: Innovation Way, Fall River, Massachusetts

Fall River Redevelopment Authority, a public body politic and corporate, having its office at One Government Center, Fall River, Bristol County, Massachusetts ("Grantor"), in consideration of (\$230,000.00) Dollars paid, grants to Herbal Care Center, Inc., a Massachusetts nonprofit corporation and/or its nominee HCC Holdings LLC, a Massachusetts limited liability company, both of 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109 ("Grantee"), with quitclaim covenants, the land in the City of Fall River described as follows:

Being shown as Parcel _____ on a plan entitled " _____ " and recorded with the Bristol County Fall River District Registry of Deeds in Plan Book _____, Page _____ (see plan attached hereto).

This conveyance is made subject to and with the benefit of all rights, restrictions, covenants, easements and encumbrances and other matters of record in said registry of deeds, including, but not limited to, the following:

Subject to the provisions of Chapter 266 of the Acts of Massachusetts 2002.

Subject to an Affidavit by David B. Perini, Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 107.

Subject to a Declaration of Restrictive Covenants by the Commonwealth of Massachusetts recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 126.

Subject to all restrictions, reservations, conditions and other matters as described in a Release Deed of the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95.

Subject to a Restriction from the Fall River Redevelopment Authority to The Trustees of Reservations recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 137.

Subject to those matters shown and noted on the following plans recorded at the Bristol County Fall River District Registry of Deeds in Plan Book 147, Page 34; Plan Book 147, Page 35; Plan Book 150, Page 36 and Plan Book 150, Page 78.

Subject to the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River recorded at the Fall River District Registry of Deeds in Book 8229, Page 110.

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Subject to terms, conditions and covenants of a Land Disposition Agreement ("LDA") dated as of _____, 2013 entered into by the Grantor and Grantee (the original of which is being recorded with said Deeds contemporaneously herewith, and a copy of which is on file with the Authority). The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantee, and its successors and assigns shall devote the Premises to, and only to, and in accordance with the uses specified in the LDA.

Subject to a Declaration of Restrictive Covenants by the Fall River Redevelopment Authority to be recorded herewith.

Being a portion of the premises conveyed to the Grantor by Release Deed of the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95.

The Grantor of this deed as a municipal entity is exempt from the transfer tax as set forth in M.G.L. c. 64D, § 1.

Executed under seal this ____ day of _____, 2013.

Approved as to form:

GRANTOR:
Fall River Redevelopment Authority

Counsel to the Fall River
Redevelopment Authority

William G. Kenney,
Chairman

COMMONWEALTH OF MASSACHUSETTS

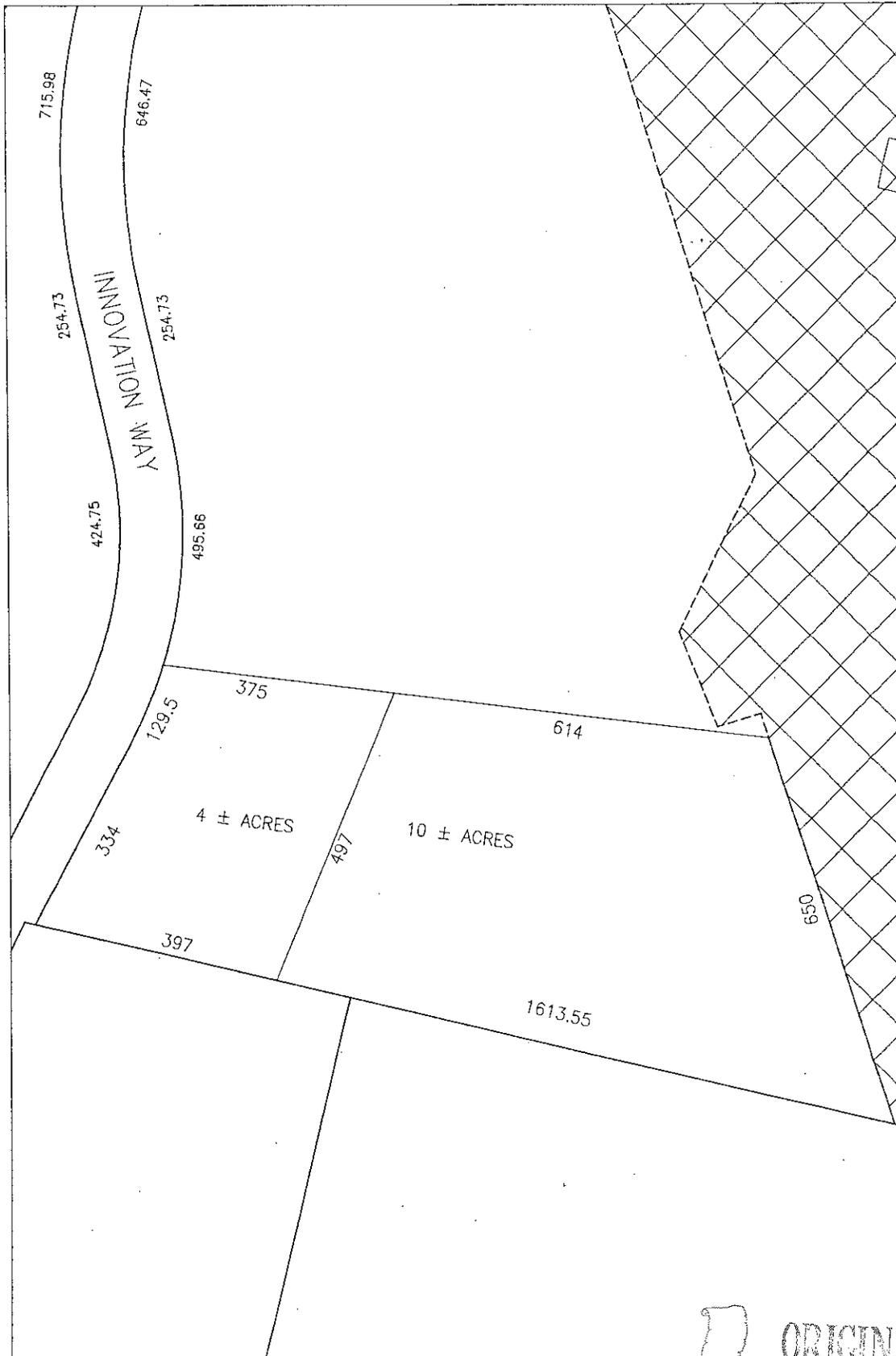
Bristol, ss:

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared William G. Kenney, as Chairman for the Fall River Redevelopment Authority (the "Authority") and proved to me through satisfactory evidence of identification, which was/were driver's license(s) or [] _____, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and acknowledged the foregoing to be the free act and deed of said Authority.

Notary Public:
My Commission Expires:

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Plan of Land for
LAND DISPOSITION AGREEMENT
By and Between THE FALL RIVER REDEVELOPMENT AUTHORITY
and
Herbal Care Center, Inc. and its nominee HCC Holdings LLC



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“EXHIBIT B-1”
LAND DISPOSITION AGREEMENT
Permitted Encumbrances

Subject to the provisions of Chapter 266 of the Acts of Massachusetts 2002.

Subject to an Affidavit by David B. Perini, Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 107.

Subject to a Declaration of Restrictive Covenants by the Commonwealth of Massachusetts recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 126.

Subject to all restrictions, reservations, conditions and other matters as described in a Release Deed of the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95.

Subject to a Restriction from the Fall River Redevelopment Authority to The Trustees of Reservations recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 137.

Subject to those matters shown and noted on the following plans recorded at the Bristol County Fall River District Registry of Deeds in Plan Book 147, Page 34; Plan Book 147, Page 35; Plan Book 150, Page 36 and Plan Book 150, Page 78.

Subject to the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River recorded at the Fall River District Registry of Deeds in Book 8229, Page 110.

Land Disposition Agreement by and between the Fall River Redevelopment Authority and the Buyer and recorded in said Registry, herewith.

Subject to a Declaration of Restrictive Covenants by the Fall River Redevelopment Authority to be recorded herewith.

Easements, covenants, restrictions and other matters set forth in a deed from the Fall River Redevelopment Authority to the Buyer and recorded in said Registry, herewith.

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**“EXHIBIT C”
Buyer’s Development Proposal**

To be submitted to the Authority by the Buyer pursuant to Section 502 of the LDA.

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“EXHIBIT D”

DRAFT

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the FALL RIVER REDEVELOPMENT AUTHORITY, a public body politic and corporate, having an office at One Government Center, Fall River, Massachusetts 02722 (hereinafter with its successors and assigns, the “Declarant” and/or “FRRA”) is the owner of land containing approximately 4 acres, more or less, and more particularly described as follows

Being shown as Parcel _____ on a plan entitled " _____ " and recorded with the Bristol County Fall River District Registry of Deeds in Plan Book _____, Page _____. (hereinafter the “Property”) (see plan attached hereto).

WHEREAS, Herbal Care Center, Inc., a Massachusetts nonprofit corporation and/or its nominee HCC Holdings LLC, a Massachusetts limited liability company, both of 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109 (hereinafter, with its successors and assigns, the “Buyer”) intends to acquire the Property in order to construct thereon a Registered Marijuana Dispensary and other appurtenances related thereto (hereinafter “Facility” and/or “Site”).

WHEREAS, said Property is located within the SouthCoast Life Science and Technology Park at Fall River (hereinafter the “SouthCoast Life Science and Technology Park at Fall River”) which SouthCoast Life Science and Technology Park at Fall River is further described in a deed to the Fall River Redevelopment Authority from the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95; and

WHEREAS, Declarant wishes to impose restrictions upon said Property for the benefit of the FRRA and all the owners of lots within said SouthCoast Life Science and Technology Park at Fall River;

THEREFORE, the Declarant hereby imposes the following restrictive covenants:

Permitted Uses

a. Permitted Uses. The use of the Site shall be for a Registered Marijuana Dispensary and/or marijuana cultivation and infused products facilities and other appurtenances related thereto. The term “Registered Marijuana Dispensary” is defined herein as follows:

Registered Marijuana Dispensary (RMD) means a not for profit entity registered under 105 CMR 725.000, that acquires, cultivates, possesses (including development of related products such as edible marijuana infused products (MIPs), tinctures, aerosol, oils, or ointments) processes, transfers, transports, sells, distributes dispenses or administers marijuana, products containing marijuana, related supplies or educational materials to registered qualifying patients or their caregivers, who have designated such entity as the patient’s registered RMD. Unless otherwise specified, RMD refers to the site of dispensing, cultivation, and preparation of any marijuana, marijuana products and MIPs, if any.

 ORIGINAL

b. Prohibited Uses. Any use other than a RMD use is prohibited, including any sale of marijuana or associated products for recreational use which is specifically prohibited.

Enforcement

Enforcement of the terms and provisions of this Declaration may be at law or in equity, against any person or party violating or attempting to violate same, either to restrain the violation or to recover payments or damages. Such enforcement actions may be prosecuted by the FRRA (in accordance with M.G.L. c. 121B, § 46(d) or any other applicable law) or by any other party owning a lot subject to or benefited by this Declaration. The failure of any party to enforce the terms and provisions of this Declaration shall in no event be deemed a waiver of the right to do so in any instance thereafter. In the event of a successful action to enforce the terms and provisions hereof the party successfully seeking enforcement shall be entitled to recover his, her or its reasonable attorneys' fees and costs.

Duration of Restrictions

This Declaration shall be deemed a restriction held by a governmental body and not subject to the time limitations imposed on restrictions pursuant to M.G.L. c. 184 and shall be enforceable pursuant to M.G.L. c. 121B, § 46(d). To the extent that this Declaration is deemed limited in duration pursuant to M.G.L. c. 184 then the provisions of this Declaration shall remain in effect for 30 years from the date of recording, and shall thereafter be extended for one or more extension terms of 20 years each by the recording at the Registry of Deeds of an instrument signed by the FRRA, or as otherwise provided by law.

Severability

The invalidation of any provision of this Declaration by judgment or a court order shall in no way affect any other provision of this Declaration, which shall thereafter remain in full force and effect.

Executed with the effect of a sealed instrument this _____ day of _____, 2013.

Approved as to form:

Fall River Redevelopment
Authority:

Counsel to the Fall River
Redevelopment Authority

William G. Kenney,
Chairman

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COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

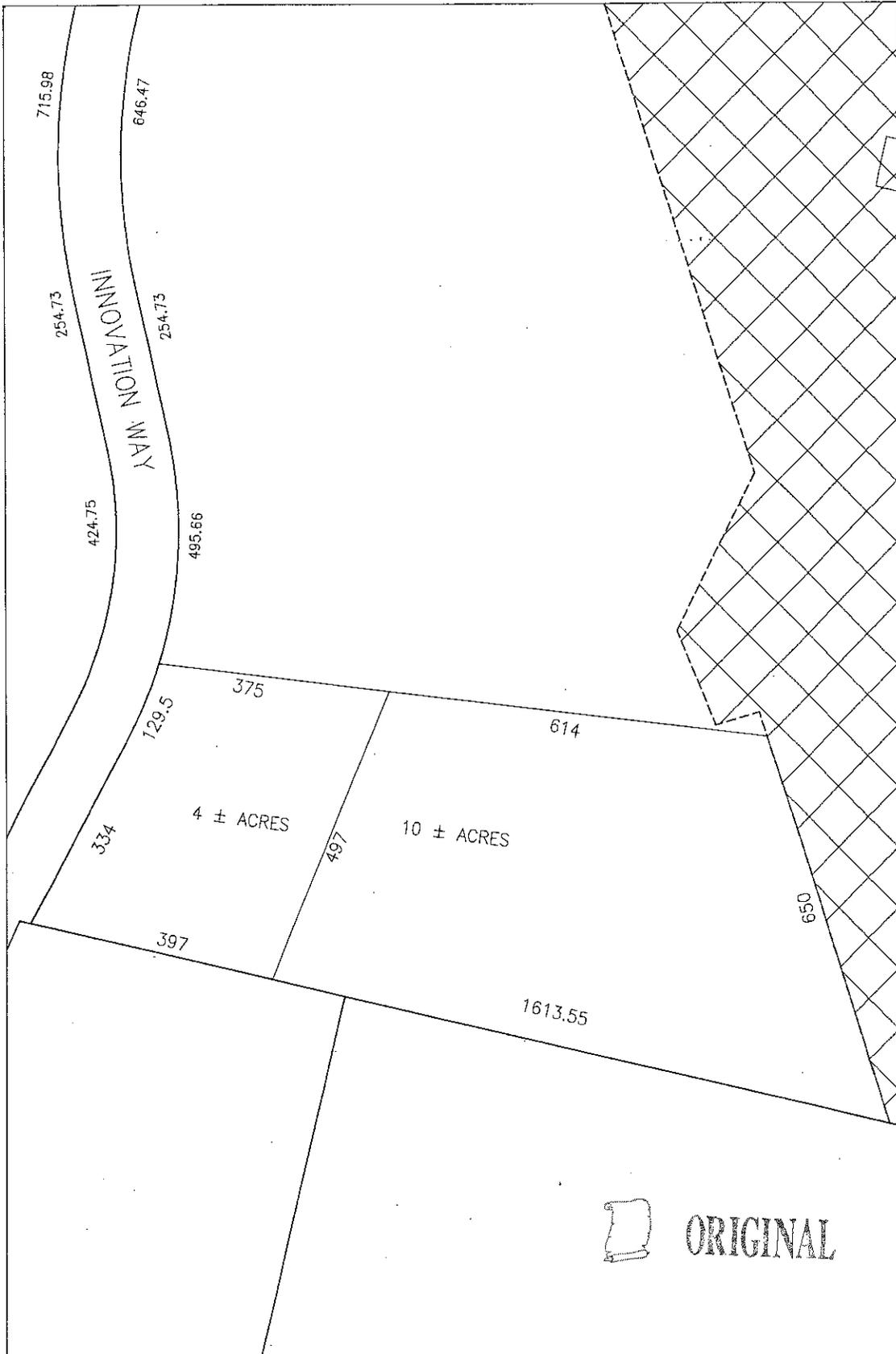
On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared William G. Kenney, as Chairman for the Fall River Redevelopment Authority (the "Authority") and proved to me through satisfactory evidence of identification, which was/were driver's license(s) or [] , to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and acknowledged the foregoing to be the free act and deed of said Authority.

Notary Public:

My Commission Expires:

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Plan of Land for
LAND DISPOSITION AGREEMENT
By and Between THE FALL RIVER REDEVELOPMENT AUTHORITY
and
Herbal Care Center, Inc. and its nominee HCC Holdings LLC



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**EVIDENCE OF INTEREST IN CULTIVATION SITE
(Exhibit 5.2)**

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

Corporation Name: _____ Herbal Care Center, Inc. _____ Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
South Coast Life Science and Technology Park, Innovation Way, Fall River, MA (exact address not yet assigned)	Bristol	Land Disposition Agreement with Option to Purchase; Binding LOI



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HERBAL CARE CENTER, INC.

c/o DiMento & Sullivan

7 Faneuil Hall Marketplace

3rd Floor

Boston, Massachusetts 02109

November 19, 2013

Mr. Francis W. Taw, Manager
HCC Holdings LLC
5 University Road
Brookline, MA 02445

RE: Binding Letter of Intent to Enter into Commercial Lease

Dear Mr. Taw:

This Letter of Intent ("LOI") outlines the salient terms of our intent to enter into a lease agreement between HCC Holdings LLC, a duly organized Massachusetts limited liability company ("Landlord") and Herbal Care Center, Inc., a duly organized Massachusetts corporation ("Tenant") for commercial space at the SouthCoast Life Science and Technology Park of Fall River, Innovation Way, Fall River, Massachusetts. The following terms and conditions will serve as an outline of a lease agreement and as the basis for preparation and negotiation of a final lease agreement acceptable to both parties.

1) LANDLORD

Francis W. Taw, Manager
HCC Holdings LLC
5 University Road
Brookline, MA 02445

2) TENANT

Herbal Care Center, Inc.
7 Faneuil Hall Marketplace, 3rd Floor
Boston, MA 02109

3) PREMISES

The leased commercial real estate (the "Premises") consists of an area to be agreed upon by Landlord and Tenant of up to 35,000 rentable square feet and ancillary parking as required by Tenant, to be built to suit at the SouthCoast Life Science and

Technology Park of Fall River as further identified in a Land Disposition Agreement With Option to Purchase with the Fall River Redevelopment Authority of even date herewith in which Landlord is identified as Tenant's nominee limited liability company (the "LDA").

4) **EFFECTIVE DATE**

The lease shall be effective as of the date of execution said lease (the "Effective Date").

5) **COMMENCEMENT DATE**

The term of the lease and rent thereunder shall commence on the sooner of: (a) tenant opens the Premises for business to the public; and (b) 30 days after the Delivery Date, below ("the Commencement Date").

6) **DELIVERY DATE**

Landlord shall deliver the Premises, in a condition suitable for Tenant's commencement of fitting of its tenant fixtures as of the date of the execution of the lease which shall take place no later than one hundred and twenty (120) days from the date of the satisfaction of all licensing and permitting contingencies set forth herein ("Delivery Date").

7) **LEASE TERM AND USE OF PREMISES**

The term of the Lease will consist of an initial term of five (5) years, plus one (1) renewal period of five (5) years, exercisable at Tenant's option, for a total term of ten years (10). The Premises shall be used as a registered medical marijuana dispensary and/or cultivation facility and infused products kitchen and any activities ancillary thereto.

8) **RENT**

i) Base Rent. The base annual rent shall as set forth below per square foot of rented space paid in equal monthly installments:

Year 1: \$15.00/s.f. Gross
Years 2-3: \$15.50/s.f. NNN.
Years 4-5: \$16/s.f. NNN.

ii) Increase in Base Rent in Option Years. The Base Rent shall be increased by 2% or CPI annual increases to base rent whichever is greater on each anniversary following Year 5. CPI will have a cap of 6%.

 ORIGINAL

The rent for up to the first nine (9) months of the lease term shall be deferred at Tenant's option and payments spread out of the following ten (10) months after such deferral together with the regularly scheduled rent. The lease will be a "Triple Net" Lease from Year 2 forward which means that rent shall be net to the Landlord. Tenant shall be responsible and pay property taxes, maintenance costs and insurance.

9) SECURITY DEPOSIT

The amount of the security deposit shall be \$21,000.00.

10) BUILD OUT OF THE PREMISES

Tenant and Landlord shall, at Landlord's expense which shall not exceed \$125.00 per square foot, obtain all necessary approvals and permits for, and complete the build-out of the Premises for a registered medical marijuana dispensary, cultivation facility and infused products kitchen in a good and workmanlike manner. Plans and specifications for the Tenant's use shall be subject to the approval of the Landlord which shall not be unreasonably withheld, conditioned or delayed and such plans, specifications and construction activities shall be subject to any other required approvals by, state and local officials and any other applicable laws and construction codes. The parties shall reasonably cooperate with all governmental officials in the procurement of necessary permits for the build out of the Premises.

11) UTILITIES AND SERVICES

Landlord shall bring all utilities to the Premises. Tenant shall furnish and pay for all utilities and make provisions for all other utilities (including, but not limited to, water, heating, ventilation, air conditioning, telephone and cable service and other services) which Tenant requires with respect to the Premises.

12) TAXES

Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Tenant's use of the Premises, and all Taxes on Tenant's personal property located on the Premises.

13) REPAIRS AND MAINTENANCE

The Landlord will be responsible for structural and roof repairs for the first 5 years of the lease unless the Tenant is the cause of damage to the roof in which case Tenant shall make such repairs at Tenant's cost. Thereafter, structural and roof repairs shall be apportioned. Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make



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LOI

all repairs and replacements necessary to keep the Premises safe and in good condition.

14) ALTERATIONS

The Landlord will build a facility of up to 35,000 square foot with parking facilities pursuant to tenant's specifications and as provided herein in Section 10. Tenant shall only make additional alterations, additions or improvements to the Premises with the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

15) ASSIGNMENT AND SUBLETTING

Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in the Lease or any part of the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

16) SIGNAGE

The Landlord agrees to allow Tenant to have signage on the front of the building and on a street front pylon sign. Tenant's signage must conform to and abide by all signage criteria as promulgated by the applicable governing board of the City of Fall River and restrictions and covenants of the SouthCoast Life Science and Technology Park at Fall River.

17) CONTINGENCIES AND ASSIGNMENT OF LDA

Tenant has this day entered into LDA. This LOI and the lease shall be contingent upon Tenant obtaining all state and local licenses and permits necessary to construct and operate a retail medical marijuana dispensary, cultivation facility and infused products kitchen and any and all appeal periods have expired. Upon satisfaction of these contingencies, Tenant shall assign its rights under the LDA to Landlord as consideration of lease contemplated herein. Landlord shall assist Tenant in seeking all approvals of the City of Fall River necessary to allow such activities to be conducted on the Premises.

18) ADDITIONAL PROVISIONS

- i) The lease shall provide a provision that essentially states that in the event the Federal Government closes down the facility after it is open for business the Tenant, at its option, may buy out the remaining term of lease for prepayment of one year's rent plus any unamortized expenses to the Landlord;



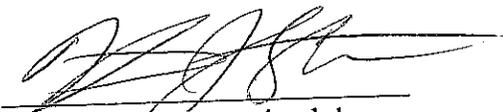
ORIGINAL LOI

- ii) The lease shall provide a provision to allow Tenant to expand the premises. The Tenant shall notify Landlord in writing that the Tenant intends to expand and its requirements. Provided that Landlord has maintained the option to purchase additional property as set forth in the LDA, the parties shall negotiate in good faith the terms of such expansion.
- iii) The parties represent and warrant to each other that there are no brokers involved in this transaction.
- iv) This agreement is a binding letter of intent and is a legally enforceable contract, subject only to the parties signing a mutually acceptable lease containing the terms contained herein and such other customary terms negotiated by the parties in good faith, which when executed shall be the only agreement between the parties. The parties shall have a right to specific performance hereunder.

If these conditions are acceptable to you, please place your signature on the bottom of the page where indicated.

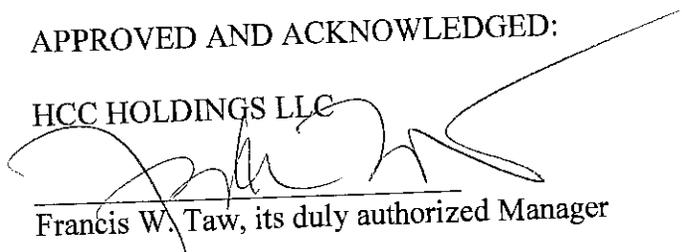
Sincerely yours,

Herbal Care Center, Inc., a Massachusetts corporation

By: 
Vincent J. DiMento, its duly
authorized Treasurer

APPROVED AND ACKNOWLEDGED:

HCC HOLDINGS LLC


Francis W. Taw, its duly authorized Manager



LAND DISPOSITION AGREEMENT
With Option to Purchase
By and Between
THE FALL RIVER REDEVELOPMENT AUTHORITY
and
Herbal Care Center, Inc. and its nominee HCC Holdings LLC
Dated: Nov. 19, 2013

This LAND DISPOSITION AGREEMENT (hereinafter "LDA" or "Agreement"), is made as of this 19th day of Nov., 2013 by and between the FALL RIVER REDEVELOPMENT AUTHORITY, a public body politic and corporate, having an office at One Government Center, Fall River, Massachusetts 02722 (hereinafter with its successors and assigns, the "Authority" and/or "Seller"); and Herbal Care Center, Inc., a Massachusetts nonprofit corporation and its nominee HCC Holdings LLC, a Massachusetts limited liability company, both of 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109 or its nominee (hereinafter, with its successors and assigns and/or nominee, the "Buyer").

RECITALS

Whereas, the Authority is the owner of land containing approximately 4 acres, more or less, and more particularly described in "Exhibit A" hereto (hereinafter, the "Property"); and

Whereas, said Property is located within the SouthCoast Life Science and Technology Park at Fall River (hereinafter the "SouthCoast Life Science and Technology Park at Fall River"); and

Whereas, (i) it is Buyer's intent to secure a Massachusetts Department of Public Health license as a Registered Marijuana Dispensary (RMD) in accordance with regulations set forth in the Massachusetts Laws Chapter 369 of the Acts of 2012 an Act for the Humanitarian Medical Use of Marijuana and implemented under 105 CMR 725.000 and (ii) acquire Property to construct thereon an expandable building of approximately 35,000 s/f inclusive of education, research and development, cultivation, processing, sale and distribution of medical marijuana, the manufacture and sale of marijuana infused products and other services, accessories and appurtenances related thereto (the "Project"), and the parties hereto intend that this LDA shall set forth the parties' respective obligations related to said purchase and sale and new construction, as more fully set forth herein; and

Whereas, the Authority has determined that the sale of the Property to Buyer pursuant to the terms of this LDA, as well as the general fulfillment of the terms of this LDA, are consistent with the goals and objectives of the SouthCoast Life Science and Technology Park at Fall River, and are in furtherance thereof.

NOW THEREFORE, each of the parties hereto, for and in consideration of Ten Dollars (\$10.00) paid and the promises and the mutual obligations herein contained, and for other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, does hereby covenant and agree with the other as follows:

{BD062724}

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ARTICLE I – OPTION TO PURCHASE

Subject to all of the terms, covenants, and conditions of this LDA, the Buyer shall have an option to purchase the Property as described herein.

GRANT OF OPTION. For good and valuable consideration the Seller hereby grants to Buyer an option (“Option”) to acquire the Property upon the terms and conditions set forth in this LDA.

TERM. The term of the option ("Option Term") shall commence on November 20, 2013 and full execution of this LDA ("Commencement Date") and shall terminate at 5:00 p.m., E.S.T., on, December 1, 2014, being eleven (11) months after the first day of the calendar month following the full execution of this LDA.

EXERCISE OF OPTION. Buyer may exercise the Option contained in this LDA at any time on or before the expiration of the Option Term, provided each of the conditions set forth in this LDA have been satisfied. Buyer shall exercise the Option contained in this LDA by giving written notice thereof to the Authority no later than the expiration of the Option Term (the “Notice of Exercise”). Upon exercise of this Option pursuant to a Notice of Exercise, as set forth herein, Buyer shall be bound to purchase the Property and Seller shall be bound to convey the Property on the terms and conditions set forth in this LDA.

EXPIRATION. The failure of Buyer to exercise the Option contained in this LDA in the manner required by this LDA prior to the expiration of the Option Term (or during any extension period(s)) shall cause Buyer’s rights under this LDA to automatically become void and of no further force or effect, except that:

- (a) The Authority shall be entitled to retain all payments made under this LDA.
- (b) Upon the Authority’s request, Buyer shall execute and deliver to Authority in recordable form any necessary documents as may be necessary to eliminate, as a matter of record, all of Buyer's rights hereunder, and to eliminate any liens against the Property caused, or allowed by Buyer, or any employee, agent, or representative, of Buyer.

SECONDARY OPTION. Within 120 days after execution of this Agreement, Buyer and Authority shall enter into negotiations for a second option to purchase on an abutting 10 +/- acre parcel of land for expansion purposes. Said terms and price per acre of second option to purchase are to be comparable to the initial option and subject to approval by both parties.

ARTICLE II - CONDITION OF LAND TO BE CONVEYED

The Authority and Buyer agree that full possession of the Property shall be conveyed free and clear of all tenants and occupants and personal property, and otherwise in accordance with the provisions of this LDA.

ARTICLE III - PURCHASE PRICE

Section 301 – Purchase Price.

Subject to all the terms, covenants and conditions of this LDA, upon the exercise of the Option the Buyer agrees to buy and the Seller agrees to sell the Property at a purchase price of \$80,000.00 acre of useable land. The price for the 4 acre site is Three Hundred Twenty Thousand Dollars and 00/100 (\$320,000.00) payable in cash, or by certified, cashier's, treasurer's or bank check(s) or wire transfer.

Section 302 – Due Diligence and Permitting Period/Termination.

Upon the execution of this LDA, the Buyer shall be granted a four month (4) month due diligence and permitting period (“Due Diligence and Permitting Period”) to inspect the Property and perform other tasks necessary to determine the feasibility of the Project including, without limitation:

- Having received all applicable state permits and/or approvals
- Site assessment
- Title review and survey
- Environmental site assessment
- Geotechnical testing, and
- Any other permits and/or approvals required by the City of Fall River

The four month (4) month Due Diligence and Permitting Period shall commence as of the first day of the calendar month following the full execution hereof.

If the Buyer does not terminate this LDA within the first four (4) full calendar months as of the commencement date of the Due Diligence and Permitting Period, then the Buyer shall pay the Authority the following non-refundable (unless Seller is in default hereunder), monthly payments:

For months 5 through 6	\$15,000 per month
For months 7 through 9	\$20,000 per month
For months 10 through 11	\$25,000 per month

The Buyer shall have the right to one, six (6) month extension of the Due Diligence and Permitting Period by paying the Authority an additional non-refundable \$50,000.00 (unless Seller is in default) option extension payment. This extension payment shall be made on or before the expiration of the Due Diligence and Permitting Period.

All of the above payments shall be applied towards the purchase price at the Closing.

Section 303 – Termination of LDA

At any time during the Due Diligence and Permitting Period (and including any extension of the Due Diligence and Permitting Period) the Buyer shall be entitled to terminate this LDA at any time in its sole discretion if it determines that the Project is not feasible at the Property. Upon such termination the Authority shall be entitled to retain any payments made up to the date of said termination (pro-rated for any partial month) as liquidated damages, which shall be the Authority's sole and exclusive remedy, at law or in equity, for any termination or default by the Buyer under this LDA.

If the Buyer shall fail to fulfill the Buyer's agreements herein prior to Closing then any payments retained hereunder by the Authority shall be considered liquidated damages and all other obligations of the parties shall cease, and this LDA shall be void without recourse to the parties hereto, and this shall be the Authority's sole and exclusive remedy, at law or in equity, for any termination or default by the Buyer under this LDA. The parties acknowledge and agree that, in the event of a termination or default by the Buyer, the Authority's damages would be difficult, if not impossible to ascertain. Accordingly, the parties have agreed upon the foregoing amount of liquidated damages in an attempt to make the Authority's damages more certain.

Should the Authority terminate this Agreement with the Buyer, for any reason other than a breach of this LDA by the Buyer, then any and all of the option payments will be returned to the Buyer and the refund of said option payments shall be the Buyer's sole and exclusive remedy, at law or in equity, for any termination or default by the Authority under this LDA.

Section 304 – Site Access

The Authority agrees to cooperate with Buyer in all respects in connection with this LDA including, without limitation, permitting Buyer to access the Property in connection with Buyer's on-going due diligence activities and in obtaining all necessary governmental and other regulatory licenses, permits, approvals, and agreements required to develop, construct and operate a registered medical marijuana dispensary and/or cultivation and infused products facilities where cannabis will be cultivated, processed and dispensed and other appurtenances related thereto ("Approvals") prior to Closing. In addition, the parties agree that up to and after the date of Closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this LDA. So long as this LDA is in effect, Buyer shall have the right to take any and all actions which Buyer, in its sole discretion, deems necessary or appropriate to enable Buyer to obtain the Approvals including, without limitation, the right to file site plan review, zoning code approvals, variances, changes or other appropriate relief, environmental, interconnect agreements, or other related approvals. The Authority agrees to execute and deliver to Buyer any and all instruments as Buyer may reasonably request and otherwise to cooperate (at no cost to the Authority) with Buyer in connection with the exercise of its rights pursuant to this LDA.

The Buyer shall be granted reasonable access to the Property by the Authority for purpose of conducting its due diligence at Buyer's sole cost and expense. The Buyer shall exercise due care to ensure that its employees, consultants, representatives and/or agents retained to access the

Property take all necessary and proper safeguards to prevent damage to persons or property at the Property, and, before any entry upon the Property occurs the Buyer shall provide to Authority certificates of insurance evidencing public liability, motor vehicle and worker's compensation insurance coverage in amounts reasonably acceptable to Authority and showing Authority as an additional named insured, as may be appropriate. All access and activities performed at the Property pursuant to this LDA shall be done in accordance with all applicable federal, state and local laws, rules and regulations. The Buyer shall provide notice to the Authority prior to accessing the Property and shall allow the Authority or its representatives to observe any activities conducted on the Property. The Buyer shall, at its sole cost and expense, promptly repair any physical damage to the Property and return the Property to substantially the same condition it was in prior to any access of the Property by the Buyer. Copies of all written reports obtained, generated or prepared in connection with or as part of the access to the Property shall promptly be provided to Authority and the Buyer shall maintain all such information as confidential and not disclose such information to any other person or entity without prior approval of the Authority, which approval shall not be unreasonably withheld, other than (i) to its employees, agents, consultants, contractors, and affiliates who need to know such information, (ii) to third parties in connection with the financing, development, and approval process relating to the Property, or (iii) as required by law. The provisions hereof relating to confidentiality shall not survive Closing under this LDA.

The Buyer shall defend, indemnify and hold harmless the Authority from and against any claims, costs, losses, damages, or expenses, including reasonable attorneys and expert fees, incurred by, filed against or asserted against Authority resulting or arising from acts or omission of Buyer in accessing the Property pursuant to this LDA. The provisions of this indemnity shall survive any termination of this LDA.

Section 305 – Tax Adjustment.

There shall be no real estate tax adjustment at closing in favor of Buyer or the Authority because the Authority presently does not pay real estate taxes to the City of Fall River for the Property. The Authority warrants that it shall be liable for any real estate taxes due and payable at or before or for the period prior to the date of delivery of the Deed.

ARTICLE IV - CONVEYANCE OF THE PROPERTY

Section 401 - Form of Deed.

The Authority shall convey to Buyer good and clear record and marketable title to the Property, free of all liens and encumbrances (except as provided in the "Exhibit B-1" attached hereto) by quitclaim deed (the "Deed") substantially in the form attached hereto and incorporated herein as "Exhibit B". Buyer expressly acknowledges that the conveyance and title of the Property shall be subject to the terms and conditions of this LDA and said Deed. The Buyer shall review and approve or disapprove the condition of title to the Property in the following manner:

During the Due Diligence and Permitting Period (as may be extended) the Buyer shall obtain, at Buyer's expense, a title report ("Title Report") on the Property, together with copies of all documents underlying any encumbrances to title ("Exceptions") shown on the Title Report, other

than those encumbrances already listed in Exhibit B-1 herein. On or before the expiration of the Due Diligence and Permitting Period and any extension period(s), the Buyer shall give notice to the Authority of Buyer's approval of the Title Report or Buyer's disapproval of any Exceptions. The Buyer's failure to give any notice within the Due Diligence and Permitting Period (or any extension period(s)) shall be deemed approval of the Title Report and the title to the Property shall be deemed to be in conformity with the provisions of this Section 401. In the event the Buyer provides the Authority with the notice hereinabove required of disapproval of any Exceptions, the Authority shall within thirty (30) days remove or cure any such Exceptions or notify the Buyer that it is unable or unwilling to so remove or cure any such Exceptions at which time the Buyer may elect within fifteen (15) days to accept title notwithstanding such Exceptions or terminate this LDA with a refund of all payments made to Seller hereunder by the Buyer.

The Buyer shall also have the right to approve or disapprove any additional Exceptions to the title that become of record after the date of the Title Report by providing notice to the Authority as provided above and the Authority shall within thirty (30) days remove or cure any such additional Exceptions or notify the Buyer that it is unable or unwilling to so remove or cure any such additional Exceptions at which time the Buyer may elect within fifteen (15) days to accept title notwithstanding such additional Exceptions or terminate this LDA with a refund of all payments made to Seller hereunder by the Buyer. Notwithstanding the foregoing, the Authority shall remove all monetary liens including, without limitation, mortgages and related instruments, mechanics' liens, and tax liens, if any, without the requirement that Buyer object to same and the Authority shall remove such other matters as the Authority has agreed or is obligated to remove.

Section 402 - Time and Place for Delivery of Deed.

The time and place for delivery of the Deed (the "Closing") shall be December 1, 2014 at 11:00 AM in the Bristol County Fall River District Registry of Deeds or such earlier date or time or other location as may be agreed to by the parties.

ARTICLE V - REDEVELOPMENT OF THE PROPERTY

Section 501 - Permitted Uses.

The Authority does hereby amend its Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River recorded at the Bristol County Fall River District Registry of Deeds in Book 8229, Page 110, to the extent necessary, to specifically allow for the use of the Property as a Registered Marijuana Dispensary and/or marijuana cultivation facilities as well as marijuana infused products facilities and other appurtenances related thereto in accordance with the Buyer's Developmental Proposal including, but not limited to, up to 5,000 square feet of retail space. Said Covenants shall otherwise remain in full force and effect and shall be enforceable by the Authority.

Buyer covenants and agrees that (i) it shall devote the Property only for such uses and in such a manner as is permitted pursuant to the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River, as amended herein, for so long as such shall remain in effect, and as the same may be amended from time to time as provided herein; (ii) in accordance with the Declaration of Restrictive Covenants by the Authority attached hereto as

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“Exhibit D”; (iii) in accordance with this LDA and the Fall River Zoning Ordinances; and (iv) it is Buyer’s intention as of the date hereof to utilize said Property for a Registered Marijuana Dispensary and/or marijuana cultivation and infused products facilities and other appurtenances related thereto (“Primary Use”).

Section 502 - Approval of the Project.

Buyer has submitted for Authority review and approval a preliminary development proposal (“Preliminary Development Proposal”) for the construction of a Registered Marijuana Dispensary and/or marijuana cultivation and infused products facilities other appurtenances related thereto (“Project”). The Authority hereby acknowledges and agrees that if constructed substantially in accordance with the Development Proposal, the Project will comply with the provisions of the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River, as amended herein.

Prior to exercising the Option contained herein, the Buyer shall submit for Authority review and approval, which approval shall be in the reasonable discretion of the Authority, a final development proposal (“Development Proposal”) to be attached hereto as “Exhibit C” including, but not limited to:

- (i) Narrative summary of project and construction schedule; and
- (ii) Site plans and architectural plans with exterior views of the proposed facility which shall be incorporated into this LDA. The Authority shall review and approve said Final Development Proposal prior to the Buyer’s exercise of the Option contained herein; and
- (iii) Architectural floor plan of the premises of the proposed Registered Marijuana Dispensary (RMD) that identifies interior square footage available and describes the functional areas of the facility, including area for preparation of MIPs and cultivation of medical marijuana; and
- (iv) A description of the security measures, including employee security policies, approved by DPH for the RMD; and
- (v) A copy of the emergency procedures approved by DPH and the for the RMD; and
- (vi) A copy of the policies and procedures for patient or personal caregiver home-delivery approved by DPH for the RMD; and
- (vii) A copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between RMD s approved by DPH; and
- (viii) A copy of proposed waste disposal procedures; and

- (ix) A description of any waivers from DPH regulations issued for the RMD.
- (x) Hours of operation, including dispatch of home deliveries.
- (xi) Buyer shall also be required to file a copy of any Incident Report required under 105 CMR 725.110(F) with the Building Commissioner, Police Chief, and the Planning Board within 24 hours of creation by the RMD. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations
- (xii) Buyer shall also be required to file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by DPH or the Division of Administrative Law Appeals, as applicable, regarding the RMD with the Building Commissioner, Fire Chief, City Department of Public Health Director, and Police Chief within 48 hours of receipt by the RMD.
- (xiii) The permit holder shall provide the Building Commissioner, Fire Chief and Police Chief, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
- (xiv) The special permit shall lapse within five (5) years of its issuance. If the permit holder wishes to renew the special permit, an application to renew the special permit must be submitted at least 120 days prior to the expiration of the special permit.
- (xv) The special permit shall be limited to the current applicant and shall lapse if the permit holder ceases operating the RMD and/or marijuana cultivation and infused products facilities other appurtenances related thereto.
- (xvi) The special permit shall lapse upon the expiration or termination of the applicant's registration by DPH.
- (xvii) Buyer shall also be required to file a copy with the Building Commission, Police Chief, and City of Fall River Public Health Director in writing within 48 hours of the cessation of operation of the RMD or the expiration or termination of the permit holder's registration with DPH.

Section 503 - Development Obligations

The Buyer shall be obligated to commence construction of the Project within one (1) year after the Closing and shall complete construction of the Project in accordance with the Development Proposal within two (2) years after the Closing. The Buyer shall provide the Authority with written notice of the completion of construction of the Project at which time the Authority shall have the right to inspect the Project to confirm such completion and if satisfied shall issue the Buyer a Certificate of Completion.

Section 504 - Authority's Right of Reversion of Title

(a) If at any time following the Closing and prior to the issuance of a Certificate of Completion for the Project the Buyer shall fail to perform its obligations under Section 503 of this LDA with respect to the commencement or completion of construction of the Project then, in either such event, the Authority shall have the right to notify Buyer in writing of such failure or violation, whereupon Buyer shall have ninety (90) days from its receipt of such notice to cure such failure or violation.

(b) In the event that the Buyer does not cure such failure or violation within the ninety day period, as applicable (or within such extended period of time as may be established by the Authority in its reasonable discretion), and if the holders of record of loan agreements with respect to the Property or mortgages securing such loans do not exercise their rights to cure such violation or failure (as provided in Section 903 herein), the Authority shall have the right, upon thirty (30) days' notice to Buyer, to re-enter and take possession of the Property in exchange for a simultaneous refund of the purchase price paid under this LDA plus the value of any then improvements made to the Property by Buyer, and to terminate (and revert in the Authority within thirty (30) days of said notice and upon payment to Buyer), the estate conveyed by the Deed, it being the intent of this Section, together with other provisions of this LDA, that the conveyance of the Property to Buyer shall be made upon a condition subsequent to the effect that in the event of such failure to cure, the Authority at its option may declare a termination in favor of the Authority of the title and of all the rights and interests in the Property, and that such title and all rights and interest of Buyer and any assigns or successors in interest in the Property shall revert to the Authority; provided, however, that such condition subsequent and any reversion of title as a result thereof in the Authority shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way, the lien of any mortgage on the Property, or any rights or interests provided herein for the protection of the holders of such mortgages.

(d) In the event of any such repurchase of the property as provided in this section the Authority shall have the right to apply all or a portion of the refund of the purchase price paid under this LDA towards any mortgages, liens or other encumbrances on the Property with the remaining balance, if any, to be paid to the Buyer.

Section 505 - Substantial Changes to the Project.

(a) In the event that the Buyer intends to make any substantial changes (as hereinafter defined) to the Project, the Buyer shall submit to the Authority for its review and approval, an amended development proposal substantially similar in content to the Development Proposal, setting forth the proposed changes to the Project. Any substantial changes to the Project shall require the Authority's approval therefore, which approval shall not be unreasonably withheld, conditioned or delayed, however, the Authority's approval is not binding upon any other City agencies with a review authority over such plans. For purposes of this Section, "substantial changes" shall be deemed to include only changes to the Property that would involve a material and adverse change in use, or cause a material or materially adverse change in the external appearance of the Project, or in the design, dimensions, or finishes of the Project.

Section 506 - Prompt Payment of Obligations.

Prior to the Closing, the Buyer shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to Buyer or any of its contractors or subcontractors in connection with construction of the Project, except where Buyer is disputing its obligation to so pay.

Section 507 - Access to the Property by Authority Personnel.

Upon reasonable prior written notice, Buyer shall from time to time until the issuance of the Certificate of Completion give to duly authorized representatives of the Authority, access for inspection purposes to any and all improvements constructed on the Property by Buyer, and to all open areas surrounding the same, for the purpose of ascertaining Buyer's compliance with the provisions of this LDA; provided, however, that (i) all such inspections pursuant to this Section shall take place in the presence of a Buyer representative during normal business hours, (ii) all such inspections pursuant to this Section shall be subject to reasonable restrictions of the Buyer and (iii) the Authority shall defend, indemnify and hold harmless Buyer from and against any claims, costs, losses, damages, or expenses, including reasonable attorneys and expert fees, incurred by, filed against or asserted against Buyer resulting or arising from acts or omission of the Authority in accessing the Property pursuant to this section. The provisions of this indemnity shall survive any termination of this LDA.

ARTICLE VI – RIGHTS OF MORTGAGEE

Section 601 - Mortgage of the Property.

(a) Notwithstanding any other provisions of this LDA, Buyer or any owner of the Property or any portion thereof, shall at all times have the right, without the consent of the Authority, to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, by way of a bona fide mortgage to secure the payment of any loan or loans obtained to finance the acquisition of the Property and/or the development, construction, repair or reconstruction of the Project or any part thereof required to be constructed on the Property pursuant to this LDA, or to refinance any outstanding loan or loans therefore obtained for any such purpose.

(b) The holder of any such mortgage (including a holder who obtains title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this LDA to construct or complete the Project or to guarantee such construction or completion, but shall have the options described in Section 603 hereof.

Section 602 – Reserved.

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Section 603 - Rights and Duties of Mortgagee upon Acquisition Prior to Completion.

(a) If a mortgagee of Buyer or any owner of the Property or any portion thereof, through the operation of its contract to finance the Project or a part thereof required by this LDA to be constructed by Buyer, by foreclosure or otherwise, acquires title to the Property or any part thereof that was covered by the mortgagee's mortgage prior to the issuance of a Certificate of Completion in accordance with the provisions of this LDA, such mortgagee shall have the following options:

(i) to complete construction of Project in accordance with the Development Proposal and the provisions of this LDA; or

(ii) to sell, assign, or transfer title to the Property or any part thereof, whether at a foreclosure sale or otherwise, to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of Buyer under this LDA in respect of the Property, by written instrument recorded forthwith in the Bristol County Registry of Deeds.

(b) In the event that a mortgagee elects to complete construction pursuant to Section 603(a)(i) above, or sells, assigns or transfers the Property pursuant to Section 603(a)(ii) above, the Authority shall extend the time limits set forth in Section 503 herein as shall be reasonably necessary to complete construction of the Project, and upon such completion, the mortgagee, purchaser, assignee or transferee, as the case may be, shall be entitled to a Certificate of Completion.

Section 604 - Rights and Duties of a Mortgagee After Completion.

If a mortgagee of Buyer or any owner of the Property or any portion thereof, through the operation of its contract to finance the acquisition of the Property and/or the development of the Project or a part thereof required by this LDA to be constructed by Buyer, by foreclosure or otherwise, acquires title to the Property or any part thereof that was covered by the mortgagee's mortgage after the issuance of a Certificate of Completion in accordance with the provisions of this LDA, such mortgagee, and anyone claiming by, through or under such mortgagee, shall comply with any applicable provisions of this LDA for the period during which said mortgagee, or anyone claiming by, through or under such mortgagee, holds such title.

ARTICLE VII - OPERATION AND MAINTENANCE

Buyer or its successors or assigns (as the case may be) shall at all times keep the Property in good and safe condition and repair and, in the occupancy, maintenance and operation of the Property, comply with all laws, ordinances, codes and regulations applicable thereto.

Buyer or its successors or assigns (as the case may be) shall not create, or cause to create, any nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, peaceful enjoyment of any property, structure or dwelling in the area.

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Buyer or its successors or assigns (as the case may be) shall develop and operate the Project in accordance with the Declaration of Restrictive Covenants attached hereto as "Exhibit D" which Declaration shall be a covenant running with the land and shall be recorded herewith at the Bristol County Fall River District Registry of Deeds.

ARTICLE VIII - INSURANCE

Section 801 - Insurance Coverage.

- (a) Until the issuance of the Certificate of Completion the Buyer shall:
- (i) keep the Project insured by fire and extended insurance and additional risk insurance in such amounts as Buyer shall reasonably determine. Such insurance may be part of a so-called "blanket" insurance policy; and
 - (ii) provide a certificate of insurance and any renewals thereof with respect to the Property to the Authority within twenty-one (21) days after a written request therefore from the Authority; and
 - (iii) provide ten (10) days' written notice to the Authority of any cancellation, substantial change, or termination of the insurance policies required pursuant to this Section.

ARTICLE IX - RECOURSE AND MORTGAGEES RIGHTS

Section 901 - Recourse.

- (a) No member, official, employee, agent, or consultant of the Authority shall be personally liable to Buyer, or any successor in interest, or person claiming by, through or under Buyer, in the event of any default or breach, or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this LDA.
- (b) No officer, director, shareholder, employee, agent or consultant of Buyer or of its subsidiaries or affiliates shall be personally liable to the Authority, or any successor in interest or person claiming by, through or under the Authority, in the event of any default or breach, or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this LDA.
- (c) Nothing herein shall affect any non-monetary remedies of the Authority or of Buyer under this LDA or the Deed.

Section 902 - Notices of Breaches to Mortgagees.

If the Authority gives written notice to Buyer of a default under this LDA, the Authority shall simultaneously furnish a copy of such notice to each of the mortgagees of record of the Property or any portion thereof. Any such mortgagee or holder may notify the Authority of its address

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and request that the provisions of this LDA as they relate to notices, apply to such mortgagee or holder.

Section 903 - Mortgagee May Cure Breach of Buyer.

If Buyer has received notice from the Authority of a default under this LDA and such breach is not cured by Buyer before the expiration of the cure period provided therefore, any holder of record of a loan agreement with respect to the Property or any mortgage on the Property may (but shall not be obligated to) cure any such breach upon giving written notice of its intention to do so to the Authority within ninety (90) days, or thirty (30) days for a monetary breach, after such holder receives such notice of breach, and shall thereupon proceed with due diligence to cure such breach.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 1001 - Representatives.

Each party shall be entitled to rely upon any action taken in writing on behalf of the other party by any individual at the time designated by the other party with specific reference to this Section as authorized to act on its behalf under this LDA prior to the receipt by either of written notice from the other that such designation has been revoked. For all purposes hereof, the Authority has initially designated the Executive Vice President of the Fall River Office of Economic Development as its representative and the Buyer has initially designated Vincent J. DiMento as its representative.

Section 1002 - Standards for Performance.

The Authority shall have the right, at its sole election, to waive any of the requirements respecting Buyer's performance of its obligations hereunder, provided such waiver is provided in written form.

Section 1003 - Reimbursement of Authority in Respect of Certain Litigation.

Buyer shall pay all reasonable costs and expenses, including reasonable attorneys' fees and costs, which may be incurred by the Authority in any proceedings brought to enforce compliance with the provisions of this LDA, to the extent the Authority prevails. However, the holder of any mortgage on the Property or any portion thereof shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against Buyer, whether or not such holder shall subsequently acquire title to all or a portion of the Property.

Section 1004 - Agreement Binding on Successors and Assigns.

The respective provisions of this LDA shall be binding upon, and shall inure to the benefit of, the successors and assigns of Buyer and the public body or bodies succeeding to the interests of the Authority, and to any subsequent grantees of all or any portion of the Property; but Buyer, and its successors and assigns, shall, with respect to any breaches under this LDA or the Deed occurring

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after the Closing, be liable (and any mortgagee shall in any event be liable) only for breaches occurring during its or their respective ownership of an interest in the Property and only with respect to and only for breaches occurring in respect of that portion of the Property as to which Buyer, its successors or assigns, or mortgagee, as the case may be, at the time of the breach, holds an ownership interest.

Section 1005 - Non-Discrimination.

Buyer agrees for itself, and its successors and assigns, and every successor in interest to the Property and/or Buyer, that Buyer and its successors and assigns shall:

- (a) at no time cause the acquisition, development, construction, installation, reconstruction, disposal or conveyance by sale or lease, management, or maintenance of a part of the Property or of improvements thereon, to or by any person, to be denied, restricted, or abridged, nor his or her employment thereon, or his or her use, occupancy, or possession thereof preferred, discriminated against, segregated, or refused because of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability;
- (b) not effect or execute, or knowingly permit any contractors, lessees, sub-lessees, or assigns, to effect or execute, any covenant, agreement, contract, lease, conveyance or other instrument, whereby the disposition of any rights, title or interests, in whole or in part in the Property shall be restricted because of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, marital status or other illegal basis;
- (c) in connection with construction of the Project, not discriminate against any construction worker or applicant for construction work employment at the Property because of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, disability or marital status; and
- (d) comply with the provisions of all State and local laws, ordinances and regulations prohibiting discrimination in connection with the construction, use and occupancy of the Property.

Section 1006 - Notice; Waiver; Time of the Essence.

- (a) All notices, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this LDA shall be in writing and shall be deemed to have been properly given if delivered by hand (which shall be deemed given upon delivery), sent by telecopier (which shall be deemed given upon transmittal), sent by overnight courier (which shall be deemed given upon delivery by the overnight courier), or sent by registered or certified mail, postage prepaid, return receipt requested (which shall be deemed given three business days after deposit in the mails), and
- (i) if directed to the Authority, address it to:

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Chairman, Fall River Redevelopment Authority
One Government Center
Fall River, MA 02722

with copies to:

BOGLE, DeASCENTIS & COUGHLIN, P.C.
57 North Main Street
Fall River, MA 02720-2129

Attorney Kenneth Fiola, Jr.
Executive Vice President
Fall River Office of Economic Development
One Government Center
Fall River, MA 02722

(ii) if directed to Buyer/, address it to:

Vincent J. DiMento, Treasurer
Herbal Care Center, Inc.
7 Faneuil Hall MarketPlace, 3rd Floor
Boston, MA 02109

with a copy to:

Vicente Sederberg
77 Franklin Street, 3rd Floor
Boston, MA 02110

or to such other address and addressee for any party as may from time to time be specified in a notice given by such party to the other party.

(b) No assent, express or implied, by either party to any breach of or any default under any provision of this LDA to be performed or observed by the other party shall constitute a waiver of or assent to any succeeding breach of or default under such provision or any other provision of this LDA.

(c) Time is of the essence of this LDA, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually attempt to fulfill the conditions applicable to each of them. No action shall be taken to enforce any of the obligations hereunder against Buyer, other than monetary obligations, unless Buyer shall have first been given written notice in which event Buyer shall have ninety (90) days from its receipt of such notice to cure such failure or violation. In the event of a monetary breach hereunder, no action shall be taken to enforce said monetary breach against Buyer unless Buyer shall have first been given written notice in which event Buyer shall have thirty (30) days from its receipt of such notice to cure such monetary breach.

Section 1007 - Provisions Not Merged with Deed.

None of the provisions of this LDA are intended to or shall be merged by reason of the Deed, and such Deed shall not be deemed to affect or impair the provisions and covenants of this LDA.

Section 1008 - Excusable Delays.

For the purposes of the provisions of this LDA, Buyer shall not be considered to be in breach of or default in its obligations herein in the event of unavoidable delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God or of the public enemy, acts of the Federal or State government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

Section 1009 - Amendment of Urban Renewal Plan or Covenants.

(a) Until the expiration of the term of the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River, the Authority agrees that no modification or amendment to any provision of the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River proposed or made effective subsequent to the execution hereof shall be effective with respect to the Property unless such modification or amendment has been consented to in writing by Buyer.

(b) The Authority covenants and agrees that the Authority will not initiate or support any proposed zoning or other action or grant any consents or approvals that would have the effect of (i) making any use of the Property which is permitted hereunder pursuant to Section 501 herein a non-conforming, forbidden, or conditional use, or (ii) materially and adversely affecting the use, operation or occupancy of the Project or the Property in the reasonable opinion of the Buyer.

Section 1010 – Covenant by Authority

The Authority hereby covenants and agrees not to authorize any other facility in the SouthCoast Life Science and Technology Park at Fall River from operating an RMD and/or marijuana cultivation facility and from operating a facility where children congregate such as a school within 1,000 feet, or such lesser distance as may be allowed by Federal and/or State law, of the site conveyed herein and as further described in the deed attached hereto as Exhibit B.

Section 1011 – Public Transportation

Prior to the completion of the proposed Project the Fall River Redevelopment Authority will work with the Southeastern Regional Transit Authority to extend public bus transportation from the abutting Fall River Industrial Park into the SouthCoast Life Science and Technology Park. The proposed service will be designed to accommodate the public transit needs of the proposed facility and other businesses within the SouthCoast Life Science and Technology Park.

Section 1012 – Real Estate Brokers

Each party shall be responsible for paying any commission or compensation due to its own real estate broker, if any.

Section 1013 – Affidavits and Certificates.

At the Closing, the Authority shall execute and deliver to Buyer the following documents:

In addition to the deed and any title clearing instruments required for Seller to convey good and record marketable title in accordance herewith, Seller shall execute and deliver affidavits, documents and certificates customarily required by Buyer's title insurance company, mortgagee and/or banks in the greater Fall River area in connection with purchases and mortgage loans for transactions of this type.

Section 1014 – Construction of Agreement.

This LDA 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 modified or amended only by a written instrument executed by both the Authority and the Buyer.

Section 1015 – Reserved.

Section 1016 – Reserved.

Section 1017 - Severability.

The invalidity or unenforceability of any provision of this LDA shall not affect any other provision hereof, and this LDA shall be construed as if the invalid or unenforceable provision had never been a part of this LDA.

Section 1018 - Governing Law; Enforceability of Covenants.

This LDA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 1019 - Captions.

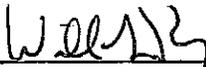
The headings set forth in this LDA are for convenience only and shall in no way be deemed to affect construction or interpretation thereof

Section 1020 - Counterparts.

This LDA may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties hereto have not signed the same counterpart.

WITNESS the execution hereof under seal as of the day and year first above written.

Fall River Redevelopment
Authority:



William G. Kenney,
Chairman

{BD062724}

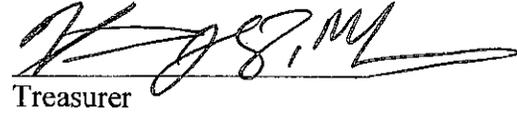


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Buyer:
Herbal Care Center, Inc.

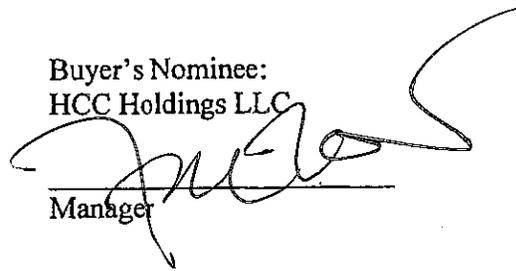


President



Treasurer

Buyer's Nominee:
HCC Holdings LLC



Manager

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Approved as to form:


Counsel to the Fall River
Redevelopment Authority

"EXHIBIT A"
LAND DISPOSITION AGREEMENT

Legal Description

See attached Deed ("Exhibit B")

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"EXHIBIT B"
LAND DISPOSITION AGREEMENT

DRAFT

QUITCLAIM DEED

Property Address: Innovation Way, Fall River, Massachusetts

Fall River Redevelopment Authority, a public body politic and corporate, having its office at One Government Center, Fall River, Bristol County, Massachusetts ("Grantor"), in consideration of (\$230,000.00) Dollars paid, grants to Herbal Care Center, Inc., a Massachusetts nonprofit corporation and/or its nominee HCC Holdings LLC, a Massachusetts limited liability company, both of 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109 ("Grantee"), with quitclaim covenants, the land in the City of Fall River described as follows:

Being shown as Parcel _____ on a plan entitled " _____ " and recorded with the Bristol County Fall River District Registry of Deeds in Plan Book _____, Page _____ (see plan attached hereto).

This conveyance is made subject to and with the benefit of all rights, restrictions, covenants, easements and encumbrances and other matters of record in said registry of deeds, including, but not limited to, the following:

Subject to the provisions of Chapter 266 of the Acts of Massachusetts 2002.

Subject to an Affidavit by David B. Perini, Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 107.

Subject to a Declaration of Restrictive Covenants by the Commonwealth of Massachusetts recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 126.

Subject to all restrictions, reservations, conditions and other matters as described in a Release Deed of the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95.

Subject to a Restriction from the Fall River Redevelopment Authority to The Trustees of Reservations recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 137.

Subject to those matters shown and noted on the following plans recorded at the Bristol County Fall River District Registry of Deeds in Plan Book 147, Page 34; Plan Book 147, Page 35; Plan Book 150, Page 36 and Plan Book 150, Page 78.

Subject to the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River recorded at the Fall River District Registry of Deeds in Book 8229, Page 110.

{BD062724}

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Subject to terms, conditions and covenants of a Land Disposition Agreement ("LDA") dated as of _____, 2013 entered into by the Grantor and Grantee (the original of which is being recorded with said Deeds contemporaneously herewith, and a copy of which is on file with the Authority). The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantee, and its successors and assigns shall devote the Premises to, and only to, and in accordance with the uses specified in the LDA.

Subject to a Declaration of Restrictive Covenants by the Fall River Redevelopment Authority to be recorded herewith.

Being a portion of the premises conveyed to the Grantor by Release Deed of the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95.

The Grantor of this deed as a municipal entity is exempt from the transfer tax as set forth in M.G.L. c. 64D, § 1.

Executed under seal this ___ day of _____, 2013.

Approved as to form:

GRANTOR:
Fall River Redevelopment Authority

Counsel to the Fall River
Redevelopment Authority

William G. Kenney,
Chairman

COMMONWEALTH OF MASSACHUSETTS

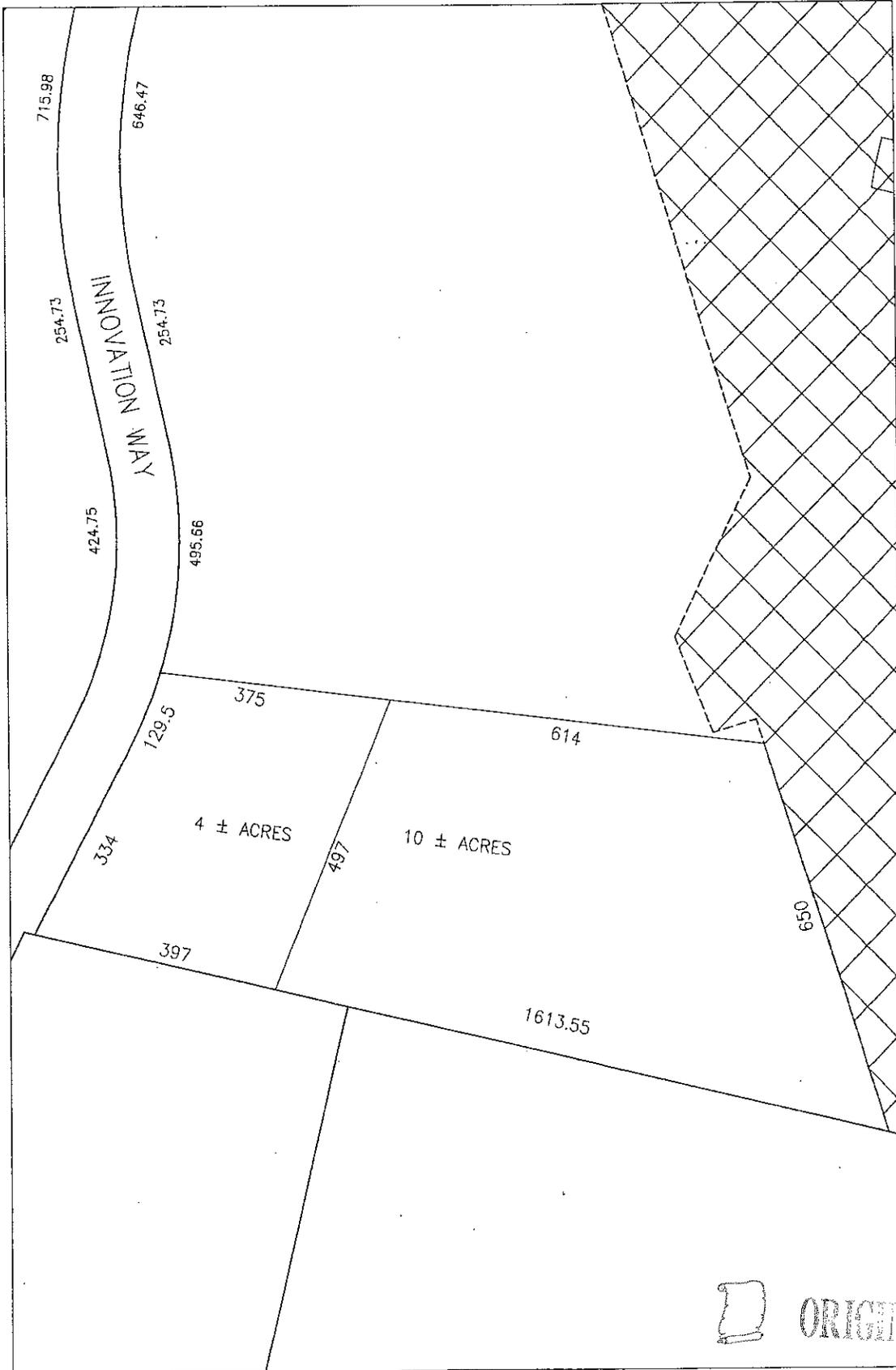
Bristol, ss:

On this ___ day of _____, 2013, before me, the undersigned notary public, personally appeared William G. Kenney, as Chairman for the Fall River Redevelopment Authority (the "Authority") and proved to me through satisfactory evidence of identification, which was/were driver's license(s) or [] _____, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and acknowledged the foregoing to be the free act and deed of said Authority.

Notary Public:
My Commission Expires:

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Plan of Land for
LAND DISPOSITION AGREEMENT
By and Between THE FALL RIVER REDEVELOPMENT AUTHORITY
and
Herbal Care Center, Inc. and its nominee HCC Holdings LLC



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"EXHIBIT B-1"
LAND DISPOSITION AGREEMENT
Permitted Encumbrances

Subject to the provisions of Chapter 266 of the Acts of Massachusetts 2002.

Subject to an Affidavit by David B. Perini, Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 107.

Subject to a Declaration of Restrictive Covenants by the Commonwealth of Massachusetts recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 126.

Subject to all restrictions, reservations, conditions and other matters as described in a Release Deed of the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95.

Subject to a Restriction from the Fall River Redevelopment Authority to The Trustees of Reservations recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 137.

Subject to those matters shown and noted on the following plans recorded at the Bristol County Fall River District Registry of Deeds in Plan Book 147, Page 34; Plan Book 147, Page 35; Plan Book 150, Page 36 and Plan Book 150, Page 78.

Subject to the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River recorded at the Fall River District Registry of Deeds in Book 8229, Page 110.

Land Disposition Agreement by and between the Fall River Redevelopment Authority and the Buyer and recorded in said Registry, herewith.

Subject to a Declaration of Restrictive Covenants by the Fall River Redevelopment Authority to be recorded herewith.

Easements, covenants, restrictions and other matters set forth in a deed from the Fall River Redevelopment Authority to the Buyer and recorded in said Registry, herewith.

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“EXHIBIT C”
Buyer’s Development Proposal

To be submitted to the Authority by the Buyer pursuant to Section 502 of the LDA.

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"EXHIBIT D"

DRAFT

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the FALL RIVER REDEVELOPMENT AUTHORITY, a public body politic and corporate, having an office at One Government Center, Fall River, Massachusetts 02722 (hereinafter with its successors and assigns, the "Declarant" and/or "FRRA") is the owner of land containing approximately 4 acres, more or less, and more particularly described as follows

Being shown as Parcel _____ on a plan entitled " _____ " and recorded with the Bristol County Fall River District Registry of Deeds in Plan Book _____, Page _____. (hereinafter the "Property") (see plan attached hereto).

WHEREAS, Herbal Care Center, Inc., a Massachusetts nonprofit corporation and/or its nominee HCC Holdings LLC, a Massachusetts limited liability company, both of 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109 (hereinafter, with its successors and assigns, the "Buyer") intends to acquire the Property in order to construct thereon a Registered Marijuana Dispensary and other appurtenances related thereto (hereinafter "Facility" and/or "Site").

WHEREAS, said Property is located within the SouthCoast Life Science and Technology Park at Fall River (hereinafter the "SouthCoast Life Science and Technology Park at Fall River") which SouthCoast Life Science and Technology Park at Fall River is further described in a deed to the Fall River Redevelopment Authority from the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95; and

WHEREAS, Declarant wishes to impose restrictions upon said Property for the benefit of the FRRA and all the owners of lots within said SouthCoast Life Science and Technology Park at Fall River;

THEREFORE, the Declarant hereby imposes the following restrictive covenants:

Permitted Uses

a. Permitted Uses. The use of the Site shall be for a Registered Marijuana Dispensary and/or marijuana cultivation and infused products facilities and other appurtenances related thereto. The term "Registered Marijuana Dispensary" is defined herein as follows:

Registered Marijuana Dispensary (RMD) means a not for profit entity registered under 105 CMR 725.000, that acquires, cultivates, possesses (including development of related products such as edible marijuana infused products (MIPs), tinctures, aerosol, oils, or ointments) processes, transfers, transports, sells, distributes dispenses or administers marijuana, products containing marijuana, related supplies or educational materials to registered qualifying patients or their caregivers, who have designated such entity as the patient's registered RMD. Unless otherwise specified, RMD refers to the site of dispensing, cultivation, and preparation of any marijuana, marijuana products and MIPs, if any.

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b. Prohibited Uses. Any use other than a RMD use is prohibited, including any sale of marijuana or associated products for recreational use which is specifically prohibited.

Enforcement

Enforcement of the terms and provisions of this Declaration may be at law or in equity, against any person or party violating or attempting to violate same, either to restrain the violation or to recover payments or damages. Such enforcement actions may be prosecuted by the FRRA (in accordance with M.G.L. c. 121B, § 46(d) or any other applicable law) or by any other party owning a lot subject to or benefited by this Declaration. The failure of any party to enforce the terms and provisions of this Declaration shall in no event be deemed a waiver of the right to do so in any instance thereafter. In the event of a successful action to enforce the terms and provisions hereof the party successfully seeking enforcement shall be entitled to recover his, her or its reasonable attorneys' fees and costs.

Duration of Restrictions

This Declaration shall be deemed a restriction held by a governmental body and not subject to the time limitations imposed on restrictions pursuant to M.G.L. c. 184 and shall be enforceable pursuant to M.G.L. c. 121B, § 46(d). To the extent that this Declaration is deemed limited in duration pursuant to M.G.L. c. 184 then the provisions of this Declaration shall remain in effect for 30 years from the date of recording, and shall thereafter be extended for one or more extension terms of 20 years each by the recording at the Registry of Deeds of an instrument signed by the FRRA, or as otherwise provided by law.

Severability

The invalidation of any provision of this Declaration by judgment or a court order shall in no way affect any other provision of this Declaration, which shall thereafter remain in full force and effect.

Executed with the effect of a sealed instrument this _____ day of _____, 2013.

Approved as to form:

Fall River Redevelopment
Authority:

Counsel to the Fall River
Redevelopment Authority

William G. Kenney,
Chairman

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COMMONWEALTH OF MASSACHUSETTS

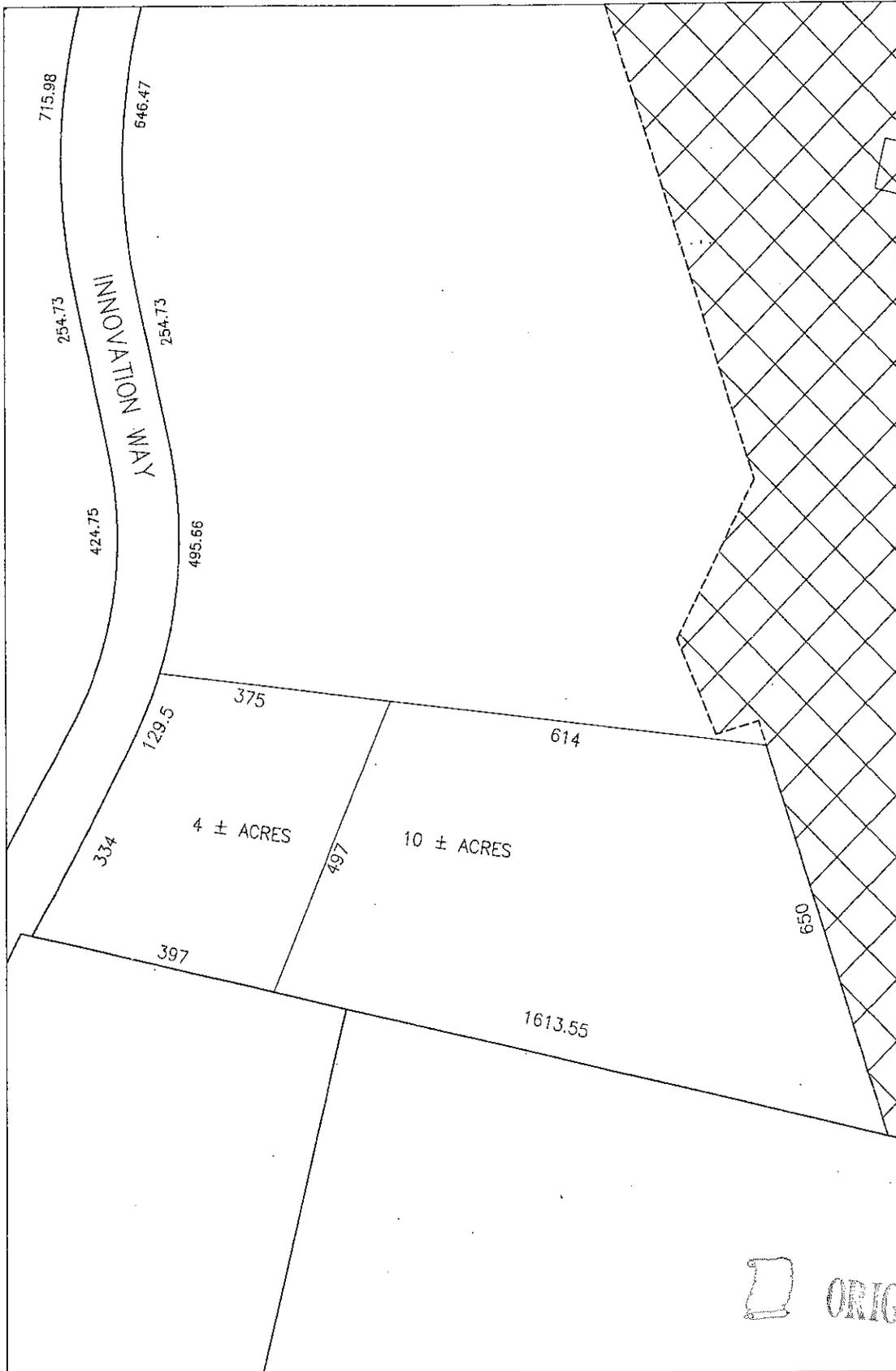
Bristol, ss:

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared William G. Kenney, as Chairman for the Fall River Redevelopment Authority (the "Authority") and proved to me through satisfactory evidence of identification, which was/were driver's license(s) or [] , to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and acknowledged the foregoing to be the free act and deed of said Authority.

Notary Public:
My Commission Expires:

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Plan of Land for
LAND DISPOSITION AGREEMENT
By and Between THE FALL RIVER REDEVELOPMENT AUTHORITY
and
Herbal Care Center, Inc. and its nominee HCC Holdings LLC



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**EVIDENCE OF INTEREST IN PROCESSING SITE
(Exhibit 5.3)**

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

Corporation Name: Herbal Care Center, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
South Coast Life Science and Technology Park, Innovation Way, Fall River, MA (exact address not yet assigned)	Bristol	Land Disposition Agreement with Option to Purchase; Binding LOI



HERBAL CARE CENTER, INC.

c/o DiMento & Sullivan

7 Faneuil Hall Marketplace

3rd Floor

Boston, Massachusetts 02109

November 19, 2013

Mr. Francis W. Taw, Manager
HCC Holdings LLC
5 University Road
Brookline, MA 02445

RE: Binding Letter of Intent to Enter into Commercial Lease

Dear Mr. Taw:

This Letter of Intent ("LOI") outlines the salient terms of our intent to enter into a lease agreement between HCC Holdings LLC, a duly organized Massachusetts limited liability company ("Landlord") and Herbal Care Center, Inc., a duly organized Massachusetts corporation ("Tenant") for commercial space at the SouthCoast Life Science and Technology Park of Fall River, Innovation Way, Fall River, Massachusetts. The following terms and conditions will serve as an outline of a lease agreement and as the basis for preparation and negotiation of a final lease agreement acceptable to both parties.

1) LANDLORD

Francis W. Taw, Manager
HCC Holdings LLC
5 University Road
Brookline, MA 02445

2) TENANT

Herbal Care Center, Inc.
7 Faneuil Hall Marketplace, 3rd Floor
Boston, MA 02109

3) PREMISES

The leased commercial real estate (the "Premises") consists of an area to be agreed upon by Landlord and Tenant of up to 35,000 rentable square feet and ancillary parking as required by Tenant, to be built to suit at the SouthCoast Life Science and

Technology Park of Fall River as further identified in a Land Disposition Agreement With Option to Purchase with the Fall River Redevelopment Authority of even date herewith in which Landlord is identified as Tenant's nominee limited liability company (the "LDA").

4) EFFECTIVE DATE

The lease shall be effective as of the date of execution said lease (the "Effective Date").

5) COMMENCEMENT DATE

The term of the lease and rent thereunder shall commence on the sooner of: (a) tenant opens the Premises for business to the public; and (b) 30 days after the Delivery Date, below ("the Commencement Date").

6) DELIVERY DATE

Landlord shall deliver the Premises, in a condition suitable for Tenant's commencement of fitting of its tenant fixtures as of the date of the execution of the lease which shall take place no later than one hundred and twenty (120) days from the date of the satisfaction of all licensing and permitting contingencies set forth herein ("Delivery Date").

7) LEASE TERM AND USE OF PREMISES

The term of the Lease will consist of an initial term of five (5) years, plus one (1) renewal period of five (5) years, exercisable at Tenant's option, for a total term of ten years (10). The Premises shall be used as a registered medical marijuana dispensary and/or cultivation facility and infused products kitchen and any activities ancillary thereto.

8) RENT

i) Base Rent. The base annual rent shall as set forth below per square foot of rented space paid in equal monthly installments:

Year 1: \$15.00/s.f. Gross
Years 2-3: \$15.50/s.f. NNN.
Years 4-5: \$16/s.f. NNN.

ii) Increase in Base Rent in Option Years. The Base Rent shall be increased by 2% or CPI annual increases to base rent whichever is greater on each anniversary following Year 5. CPI will have a cap of 6%.

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The rent for up to the first nine (9) months of the lease term shall be deferred at Tenant's option and payments spread out of the following ten (10) months after such deferral together with the regularly scheduled rent. The lease will be a "Triple Net" Lease from Year 2 forward which means that rent shall be net to the Landlord. Tenant shall be responsible and pay property taxes, maintenance costs and insurance.

9) SECURITY DEPOSIT

The amount of the security deposit shall be \$21,000.00.

10) BUILD OUT OF THE PREMISES

Tenant and Landlord shall, at Landlord's expense which shall not exceed \$125.00 per square foot, obtain all necessary approvals and permits for, and complete the build-out of the Premises for a registered medical marijuana dispensary, cultivation facility and infused products kitchen in a good and workmanlike manner. Plans and specifications for the Tenant's use shall be subject to the approval of the Landlord which shall not be unreasonably withheld, conditioned or delayed and such plans, specifications and construction activities shall be subject to any other required approvals by, state and local officials and any other applicable laws and construction codes. The parties shall reasonably cooperate with all governmental officials in the procurement of necessary permits for the build out of the Premises.

11) UTILITIES AND SERVICES

Landlord shall bring all utilities to the Premises. Tenant shall furnish and pay for all utilities and make provisions for all other utilities (including, but not limited to, water, heating, ventilation, air conditioning, telephone and cable service and other services) which Tenant requires with respect to the Premises.

12) TAXES

Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Tenant's use of the Premises, and all Taxes on Tenant's personal property located on the Premises.

13) REPAIRS AND MAINTENANCE

The Landlord will be responsible for structural and roof repairs for the first 5 years of the lease unless the Tenant is the cause of damage to the roof in which case Tenant shall make such repairs at Tenant's cost. Thereafter, structural and roof repairs shall be apportioned. Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make

 ORIGINAL

all repairs and replacements necessary to keep the Premises safe and in good condition.

14) ALTERATIONS

The Landlord will build a facility of up to 35,000 square foot with parking facilities pursuant to tenant's specifications and as provided herein in Section 10. Tenant shall only make additional alterations, additions or improvements to the Premises with the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

15) ASSIGNMENT AND SUBLETTING

Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in the Lease or any part of the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

16) SIGNAGE

The Landlord agrees to allow Tenant to have signage on the front of the building and on a street front pylon sign. Tenant's signage must conform to and abide by all signage criteria as promulgated by the applicable governing board of the City of Fall River and restrictions and covenants of the SouthCoast Life Science and Technology Park at Fall River.

17) CONTINGENCIES AND ASSIGNMENT OF LDA

Tenant has this day entered into LDA. This LOI and the lease shall be contingent upon Tenant obtaining all state and local licenses and permits necessary to construct and operate a retail medical marijuana dispensary, cultivation facility and infused products kitchen and any and all appeal periods have expired. Upon satisfaction of these contingencies, Tenant shall assign its rights under the LDA to Landlord as consideration of lease contemplated herein. Landlord shall assist Tenant in seeking all approvals of the City of Fall River necessary to allow such activities to be conducted on the Premises.

18) ADDITIONAL PROVISIONS

- i) The lease shall provide a provision that essentially states that in the event the Federal Government closes down the facility after it is open for business the Tenant, at its option, may buy out the remaining term of lease for prepayment of one year's rent plus any unamortized expenses to the Landlord;

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LOI

- ii) The lease shall provide a provision to allow Tenant to expand the premises. The Tenant shall notify Landlord in writing that the Tenant intends to expand and its requirements. Provided that Landlord has maintained the option to purchase additional property as set forth in the LDA, the parties shall negotiate in good faith the terms of such expansion.
- iii) The parties represent and warrant to each other that there are no brokers involved in this transaction.
- iv) This agreement is a binding letter of intent and is a legally enforceable contract, subject only to the parties signing a mutually acceptable lease containing the terms contained herein and such other customary terms negotiated by the parties in good faith, which when executed shall be the only agreement between the parties. The parties shall have a right to specific performance hereunder.

If these conditions are acceptable to you, please place your signature on the bottom of the page where indicated.

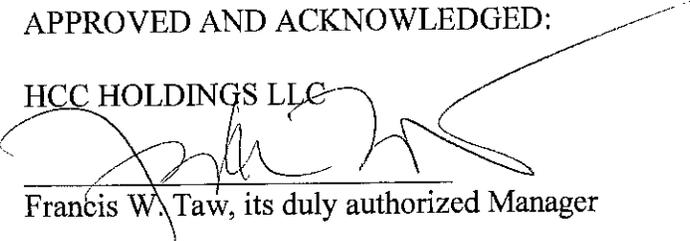
Sincerely yours,

Herbal Care Center, Inc., a Massachusetts corporation

By: 
Vincent J. DiMento, its duly
authorized Treasurer

APPROVED AND ACKNOWLEDGED:

HCC HOLDINGS LLC


Francis W. Taw, its duly authorized Manager

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LAND DISPOSITION AGREEMENT
With Option to Purchase
By and Between
THE FALL RIVER REDEVELOPMENT AUTHORITY
and
Herbal Care Center, Inc. and its nominee HCC Holdings LLC
Dated: Nov. 19, 2013

This LAND DISPOSITION AGREEMENT (hereinafter "LDA" or "Agreement"), is made as of this 19th day of Nov., 2013 by and between the FALL RIVER REDEVELOPMENT AUTHORITY, a public body politic and corporate, having an office at One Government Center, Fall River, Massachusetts 02722 (hereinafter with its successors and assigns, the "Authority" and/or "Seller"); and Herbal Care Center, Inc., a Massachusetts nonprofit corporation and its nominee HCC Holdings LLC, a Massachusetts limited liability company, both of 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109 or its nominee (hereinafter, with its successors and assigns and/or nominee, the "Buyer").

RECITALS

Whereas, the Authority is the owner of land containing approximately 4 acres, more or less, and more particularly described in "Exhibit A" hereto (hereinafter, the "Property"); and

Whereas, said Property is located within the SouthCoast Life Science and Technology Park at Fall River (hereinafter the "SouthCoast Life Science and Technology Park at Fall River"); and

Whereas, (i) it is Buyer's intent to secure a Massachusetts Department of Public Health license as a Registered Marijuana Dispensary (RMD) in accordance with regulations set forth in the Massachusetts Laws Chapter 369 of the Acts of 2012 an Act for the Humanitarian Medical Use of Marijuana and implemented under 105 CMR 725.000 and (ii) acquire Property to construct thereon an expandable building of approximately 35,000 s/f inclusive of education, research and development, cultivation, processing, sale and distribution of medical marijuana, the manufacture and sale of marijuana infused products and other services, accessories and appurtenances related thereto (the "Project"), and the parties hereto intend that this LDA shall set forth the parties' respective obligations related to said purchase and sale and new construction, as more fully set forth herein; and

Whereas, the Authority has determined that the sale of the Property to Buyer pursuant to the terms of this LDA, as well as the general fulfillment of the terms of this LDA, are consistent with the goals and objectives of the SouthCoast Life Science and Technology Park at Fall River, and are in furtherance thereof.

NOW THEREFORE, each of the parties hereto, for and in consideration of Ten Dollars (\$10.00) paid and the promises and the mutual obligations herein contained, and for other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, does hereby covenant and agree with the other as follows:

ARTICLE I – OPTION TO PURCHASE

Subject to all of the terms, covenants, and conditions of this LDA, the Buyer shall have an option to purchase the Property as described herein.

GRANT OF OPTION. For good and valuable consideration the Seller hereby grants to Buyer an option (“Option”) to acquire the Property upon the terms and conditions set forth in this LDA.

TERM. The term of the option (“Option Term”) shall commence on November 20, 2013 and full execution of this LDA (“Commencement Date”) and shall terminate at 5:00 p.m., E.S.T., on, December 1, 2014, being eleven (11) months after the first day of the calendar month following the full execution of this LDA.

EXERCISE OF OPTION. Buyer may exercise the Option contained in this LDA at any time on or before the expiration of the Option Term, provided each of the conditions set forth in this LDA have been satisfied. Buyer shall exercise the Option contained in this LDA by giving written notice thereof to the Authority no later than the expiration of the Option Term (the “Notice of Exercise”). Upon exercise of this Option pursuant to a Notice of Exercise, as set forth herein, Buyer shall be bound to purchase the Property and Seller shall be bound to convey the Property on the terms and conditions set forth in this LDA.

EXPIRATION. The failure of Buyer to exercise the Option contained in this LDA in the manner required by this LDA prior to the expiration of the Option Term (or during any extension period(s)) shall cause Buyer’s rights under this LDA to automatically become void and of no further force or effect, except that:

- (a) The Authority shall be entitled to retain all payments made under this LDA.
- (b) Upon the Authority’s request, Buyer shall execute and deliver to Authority in recordable form any necessary documents as may be necessary to eliminate, as a matter of record, all of Buyer’s rights hereunder, and to eliminate any liens against the Property caused, or allowed by Buyer, or any employee, agent, or representative, of Buyer.

SECONDARY OPTION. Within 120 days after execution of this Agreement, Buyer and Authority shall enter into negotiations for a second option to purchase on an abutting 10 +/- acre parcel of land for expansion purposes. Said terms and price per acre of second option to purchase are to be comparable to the initial option and subject to approval by both parties.

ARTICLE II - CONDITION OF LAND TO BE CONVEYED

The Authority and Buyer agree that full possession of the Property shall be conveyed free and clear of all tenants and occupants and personal property, and otherwise in accordance with the provisions of this LDA.

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ARTICLE III - PURCHASE PRICE

Section 301 – Purchase Price.

Subject to all the terms, covenants and conditions of this LDA, upon the exercise of the Option the Buyer agrees to buy and the Seller agrees to sell the Property at a purchase price of \$80,000.00 acre of useable land. The price for the 4 acre site is Three Hundred Twenty Thousand Dollars and 00/100 (\$320,000.00) payable in cash, or by certified, cashier's, treasurer's or bank check(s) or wire transfer.

Section 302 – Due Diligence and Permitting Period/Termination.

Upon the execution of this LDA, the Buyer shall be granted a four month (4) month due diligence and permitting period (“Due Diligence and Permitting Period”) to inspect the Property and perform other tasks necessary to determine the feasibility of the Project including, without limitation:

- Having received all applicable state permits and/or approvals
- Site assessment
- Title review and survey
- Environmental site assessment
- Geotechnical testing, and
- Any other permits and/or approvals required by the City of Fall River

The four month (4) month Due Diligence and Permitting Period shall commence as of the first day of the calendar month following the full execution hereof.

If the Buyer does not terminate this LDA within the first four (4) full calendar months as of the commencement date of the Due Diligence and Permitting Period, then the Buyer shall pay the Authority the following non-refundable (unless Seller is in default hereunder), monthly payments:

For months 5 through 6	\$15,000 per month
For months 7 through 9	\$20,000 per month
For months 10 through 11	\$25,000 per month

The Buyer shall have the right to one, six (6) month extension of the Due Diligence and Permitting Period by paying the Authority an additional non-refundable \$50,000.00 (unless Seller is in default) option extension payment. This extension payment shall be made on or before the expiration of the Due Diligence and Permitting Period.

All of the above payments shall be applied towards the purchase price at the Closing.

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Section 303 – Termination of LDA

At any time during the Due Diligence and Permitting Period (and including any extension of the Due Diligence and Permitting Period) the Buyer shall be entitled to terminate this LDA at any time in its sole discretion if it determines that the Project is not feasible at the Property. Upon such termination the Authority shall be entitled to retain any payments made up to the date of said termination (pro-rated for any partial month) as liquidated damages, which shall be the Authority's sole and exclusive remedy, at law or in equity, for any termination or default by the Buyer under this LDA.

If the Buyer shall fail to fulfill the Buyer's agreements herein prior to Closing then any payments retained hereunder by the Authority shall be considered liquidated damages and all other obligations of the parties shall cease, and this LDA shall be void without recourse to the parties hereto, and this shall be the Authority's sole and exclusive remedy, at law or in equity, for any termination or default by the Buyer under this LDA. The parties acknowledge and agree that, in the event of a termination or default by the Buyer, the Authority's damages would be difficult, if not impossible to ascertain. Accordingly, the parties have agreed upon the foregoing amount of liquidated damages in an attempt to make the Authority's damages more certain.

Should the Authority terminate this Agreement with the Buyer, for any reason other than a breach of this LDA by the Buyer, then any and all of the option payments will be returned to the Buyer and the refund of said option payments shall be the Buyer's sole and exclusive remedy, at law or in equity, for any termination or default by the Authority under this LDA.

Section 304 – Site Access

The Authority agrees to cooperate with Buyer in all respects in connection with this LDA including, without limitation, permitting Buyer to access the Property in connection with Buyer's on-going due diligence activities and in obtaining all necessary governmental and other regulatory licenses, permits, approvals, and agreements required to develop, construct and operate a registered medical marijuana dispensary and/or cultivation and infused products facilities where cannabis will be cultivated, processed and dispensed and other appurtenances related thereto ("Approvals") prior to Closing. In addition, the parties agree that up to and after the date of Closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this LDA. So long as this LDA is in effect, Buyer shall have the right to take any and all actions which Buyer, in its sole discretion, deems necessary or appropriate to enable Buyer to obtain the Approvals including, without limitation, the right to file site plan review, zoning code approvals, variances, changes or other appropriate relief, environmental, interconnect agreements, or other related approvals. The Authority agrees to execute and deliver to Buyer any and all instruments as Buyer may reasonably request and otherwise to cooperate (at no cost to the Authority) with Buyer in connection with the exercise of its rights pursuant to this LDA.

The Buyer shall be granted reasonable access to the Property by the Authority for purpose of conducting its due diligence at Buyer's sole cost and expense. The Buyer shall exercise due care to ensure that its employees, consultants, representatives and/or agents retained to access the

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Property take all necessary and proper safeguards to prevent damage to persons or property at the Property, and, before any entry upon the Property occurs the Buyer shall provide to Authority certificates of insurance evidencing public liability, motor vehicle and worker's compensation insurance coverage in amounts reasonably acceptable to Authority and showing Authority as an additional named insured, as may be appropriate. All access and activities performed at the Property pursuant to this LDA shall be done in accordance with all applicable federal, state and local laws, rules and regulations. The Buyer shall provide notice to the Authority prior to accessing the Property and shall allow the Authority or its representatives to observe any activities conducted on the Property. The Buyer shall, at its sole cost and expense, promptly repair any physical damage to the Property and return the Property to substantially the same condition it was in prior to any access of the Property by the Buyer. Copies of all written reports obtained, generated or prepared in connection with or as part of the access to the Property shall promptly be provided to Authority and the Buyer shall maintain all such information as confidential and not disclose such information to any other person or entity without prior approval of the Authority, which approval shall not be unreasonably withheld, other than (i) to its employees, agents, consultants, contractors, and affiliates who need to know such information, (ii) to third parties in connection with the financing, development, and approval process relating to the Property, or (iii) as required by law. The provisions hereof relating to confidentiality shall not survive Closing under this LDA.

The Buyer shall defend, indemnify and hold harmless the Authority from and against any claims, costs, losses, damages, or expenses, including reasonable attorneys and expert fees, incurred by, filed against or asserted against Authority resulting or arising from acts or omission of Buyer in accessing the Property pursuant to this LDA. The provisions of this indemnity shall survive any termination of this LDA.

Section 305 – Tax Adjustment.

There shall be no real estate tax adjustment at closing in favor of Buyer or the Authority because the Authority presently does not pay real estate taxes to the City of Fall River for the Property. The Authority warrants that it shall be liable for any real estate taxes due and payable at or before or for the period prior to the date of delivery of the Deed.

ARTICLE IV - CONVEYANCE OF THE PROPERTY

Section 401 - Form of Deed.

The Authority shall convey to Buyer good and clear record and marketable title to the Property, free of all liens and encumbrances (except as provided in the "Exhibit B-1" attached hereto) by quitclaim deed (the "Deed") substantially in the form attached hereto and incorporated herein as "Exhibit B". Buyer expressly acknowledges that the conveyance and title of the Property shall be subject to the terms and conditions of this LDA and said Deed. The Buyer shall review and approve or disapprove the condition of title to the Property in the following manner:

During the Due Diligence and Permitting Period (as may be extended) the Buyer shall obtain, at Buyer's expense, a title report ("Title Report") on the Property, together with copies of all documents underlying any encumbrances to title ("Exceptions") shown on the Title Report, other

than those encumbrances already listed in Exhibit B-1 herein. On or before the expiration of the Due Diligence and Permitting Period and any extension period(s), the Buyer shall give notice to the Authority of Buyer's approval of the Title Report or Buyer's disapproval of any Exceptions. The Buyer's failure to give any notice within the Due Diligence and Permitting Period (or any extension period(s)) shall be deemed approval of the Title Report and the title to the Property shall be deemed to be in conformity with the provisions of this Section 401. In the event the Buyer provides the Authority with the notice hereinabove required of disapproval of any Exceptions, the Authority shall within thirty (30) days remove or cure any such Exceptions or notify the Buyer that it is unable or unwilling to so remove or cure any such Exceptions at which time the Buyer may elect within fifteen (15) days to accept title notwithstanding such Exceptions or terminate this LDA with a refund of all payments made to Seller hereunder by the Buyer.

The Buyer shall also have the right to approve or disapprove any additional Exceptions to the title that become of record after the date of the Title Report by providing notice to the Authority as provided above and the Authority shall within thirty (30) days remove or cure any such additional Exceptions or notify the Buyer that it is unable or unwilling to so remove or cure any such additional Exceptions at which time the Buyer may elect within fifteen (15) days to accept title notwithstanding such additional Exceptions or terminate this LDA with a refund of all payments made to Seller hereunder by the Buyer. Notwithstanding the foregoing, the Authority shall remove all monetary liens including, without limitation, mortgages and related instruments, mechanics' liens, and tax liens, if any, without the requirement that Buyer object to same and the Authority shall remove such other matters as the Authority has agreed or is obligated to remove.

Section 402 - Time and Place for Delivery of Deed.

The time and place for delivery of the Deed (the "Closing") shall be December 1, 2014 at 11:00 AM in the Bristol County Fall River District Registry of Deeds or such earlier date or time or other location as may be agreed to by the parties.

ARTICLE V - REDEVELOPMENT OF THE PROPERTY

Section 501 - Permitted Uses.

The Authority does hereby amend its Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River recorded at the Bristol County Fall River District Registry of Deeds in Book 8229, Page 110, to the extent necessary, to specifically allow for the use of the Property as a Registered Marijuana Dispensary and/or marijuana cultivation facilities as well as marijuana infused products facilities and other appurtenances related thereto in accordance with the Buyer's Developmental Proposal including, but not limited to, up to 5,000 square feet of retail space. Said Covenants shall otherwise remain in full force and effect and shall be enforceable by the Authority.

Buyer covenants and agrees that (i) it shall devote the Property only for such uses and in such a manner as is permitted pursuant to the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River, as amended herein, for so long as such shall remain in effect, and as the same may be amended from time to time as provided herein; (ii) in accordance with the Declaration of Restrictive Covenants by the Authority attached hereto as

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“Exhibit D”; (iii) in accordance with this LDA and the Fall River Zoning Ordinances; and (iv) it is Buyer’s intention as of the date hereof to utilize said Property for a Registered Marijuana Dispensary and/or marijuana cultivation and infused products facilities and other appurtenances related thereto (“Primary Use”).

Section 502 - Approval of the Project.

Buyer has submitted for Authority review and approval a preliminary development proposal (“Preliminary Development Proposal”) for the construction of a Registered Marijuana Dispensary and/or marijuana cultivation and infused products facilities other appurtenances related thereto (“Project”). The Authority hereby acknowledges and agrees that if constructed substantially in accordance with the Development Proposal, the Project will comply with the provisions of the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River, as amended herein.

Prior to exercising the Option contained herein, the Buyer shall submit for Authority review and approval, which approval shall be in the reasonable discretion of the Authority, a final development proposal (“Development Proposal”) to be attached hereto as “Exhibit C” including, but not limited to:

- (i) Narrative summary of project and construction schedule; and
- (ii) Site plans and architectural plans with exterior views of the proposed facility which shall be incorporated into this LDA. The Authority shall review and approve said Final Development Proposal prior to the Buyer’s exercise of the Option contained herein; and
- (iii) Architectural floor plan of the premises of the proposed Registered Marijuana Dispensary (RMD) that identifies interior square footage available and describes the functional areas of the facility, including area for preparation of MIPs and cultivation of medical marijuana; and
- (iv) A description of the security measures, including employee security policies, approved by DPH for the RMD; and
- (v) A copy of the emergency procedures approved by DPH and the for the RMD; and
- (vi) A copy of the policies and procedures for patient or personal caregiver home-delivery approved by DPH for the RMD; and
- (vii) A copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between RMD s approved by DPH; and
- (viii) A copy of proposed waste disposal procedures; and

- (ix) A description of any waivers from DPH regulations issued for the RMD.
- (x) Hours of operation, including dispatch of home deliveries.
- (xi) Buyer shall also be required to file a copy of any Incident Report required under 105 CMR 725.110(F) with the Building Commissioner, Police Chief, and the Planning Board within 24 hours of creation by the RMD. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations
- (xii) Buyer shall also be required to file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by DPH or the Division of Administrative Law Appeals, as applicable, regarding the RMD with the Building Commissioner, Fire Chief, City Department of Public Health Director, and Police Chief within 48 hours of receipt by the RMD.
- (xiii) The permit holder shall provide the Building Commissioner, Fire Chief and Police Chief, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
- (xiv) The special permit shall lapse within five (5) years of its issuance. If the permit holder wishes to renew the special permit, an application to renew the special permit must be submitted at least 120 days prior to the expiration of the special permit.
- (xv) The special permit shall be limited to the current applicant and shall lapse if the permit holder ceases operating the RMD and/or marijuana cultivation and infused products facilities other appurtenances related thereto.
- (xvi) The special permit shall lapse upon the expiration or termination of the applicant's registration by DPH.
- (xvii) Buyer shall also be required to file a copy with the Building Commission, Police Chief, and City of Fall River Public Health Director in writing within 48 hours of the cessation of operation of the RMD or the expiration or termination of the permit holder's registration with DPH.

Section 503 - Development Obligations

The Buyer shall be obligated to commence construction of the Project within one (1) year after the Closing and shall complete construction of the Project in accordance with the Development Proposal within two (2) years after the Closing. The Buyer shall provide the Authority with written notice of the completion of construction of the Project at which time the Authority shall have the right to inspect the Project to confirm such completion and if satisfied shall issue the Buyer a Certificate of Completion.

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Section 504 -Authority's Right of Reversion of Title

(a) If at any time following the Closing and prior to the issuance of a Certificate of Completion for the Project the Buyer shall fail to perform its obligations under Section 503 of this LDA with respect to the commencement or completion of construction of the Project then, in either such event, the Authority shall have the right to notify Buyer in writing of such failure or violation, whereupon Buyer shall have ninety (90) days from its receipt of such notice to cure such failure or violation.

(b) In the event that the Buyer does not cure such failure or violation within the ninety day period, as applicable (or within such extended period of time as may be established by the Authority in its reasonable discretion), and if the holders of record of loan agreements with respect to the Property or mortgages securing such loans do not exercise their rights to cure such violation or failure (as provided in Section 903 herein), the Authority shall have the right, upon thirty (30) days' notice to Buyer, to re-enter and take possession of the Property in exchange for a simultaneous refund of the purchase price paid under this LDA plus the value of any then improvements made to the Property by Buyer, and to terminate (and re-vest in the Authority within thirty (30) days of said notice and upon payment to Buyer), the estate conveyed by the Deed, it being the intent of this Section, together with other provisions of this LDA, that the conveyance of the Property to Buyer shall be made upon a condition subsequent to the effect that in the event of such failure to cure, the Authority at its option may declare a termination in favor of the Authority of the title and of all the rights and interests in the Property, and that such title and all rights and interest of Buyer and any assigns or successors in interest in the Property shall revert to the Authority; provided, however, that such condition subsequent and any re-vesting of title as a result thereof in the Authority shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way, the lien of any mortgage on the Property, or any rights or interests provided herein for the protection of the holders of such mortgages.

(d) In the event of any such repurchase of the property as provided in this section the Authority shall have the right to apply all or a portion of the refund of the purchase price paid under this LDA towards any mortgages, liens or other encumbrances on the Property with the remaining balance, if any, to be paid to the Buyer.

Section 505 - Substantial Changes to the Project.

(a) In the event that the Buyer intends to make any substantial changes (as hereinafter defined) to the Project, the Buyer shall submit to the Authority for its review and approval, an amended development proposal substantially similar in content to the Development Proposal, setting forth the proposed changes to the Project. Any substantial changes to the Project shall require the Authority's approval therefore, which approval shall not be unreasonably withheld, conditioned or delayed, however, the Authority's approval is not binding upon any other City agencies with a review authority over such plans. For purposes of this Section, "substantial changes" shall be deemed to include only changes to the Property that would involve a material and adverse change in use, or cause a material or materially adverse change in the external appearance of the Project, or in the design, dimensions, or finishes of the Project.

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Section 506 - Prompt Payment of Obligations.

Prior to the Closing, the Buyer shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to Buyer or any of its contractors or subcontractors in connection with construction of the Project, except where Buyer is disputing its obligation to so pay.

Section 507 - Access to the Property by Authority Personnel.

Upon reasonable prior written notice, Buyer shall from time to time until the issuance of the Certificate of Completion give to duly authorized representatives of the Authority, access for inspection purposes to any and all improvements constructed on the Property by Buyer, and to all open areas surrounding the same, for the purpose of ascertaining Buyer's compliance with the provisions of this LDA; provided, however, that (i) all such inspections pursuant to this Section shall take place in the presence of a Buyer representative during normal business hours, (ii) all such inspections pursuant to this Section shall be subject to reasonable restrictions of the Buyer and (iii) the Authority shall defend, indemnify and hold harmless Buyer from and against any claims, costs, losses, damages, or expenses, including reasonable attorneys and expert fees, incurred by, filed against or asserted against Buyer resulting or arising from acts or omission of the Authority in accessing the Property pursuant to this section. The provisions of this indemnity shall survive any termination of this LDA.

ARTICLE VI – RIGHTS OF MORTGAGEE

Section 601 - Mortgage of the Property.

(a) Notwithstanding any other provisions of this LDA, Buyer or any owner of the Property or any portion thereof, shall at all times have the right, without the consent of the Authority, to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, by way of a bona fide mortgage to secure the payment of any loan or loans obtained to finance the acquisition of the Property and/or the development, construction, repair or reconstruction of the Project or any part thereof required to be constructed on the Property pursuant to this LDA, or to refinance any outstanding loan or loans therefore obtained for any such purpose.

(b) The holder of any such mortgage (including a holder who obtains title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this LDA to construct or complete the Project or to guarantee such construction or completion, but shall have the options described in Section 603 hereof.

Section 602 – Reserved.

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Section 603 - Rights and Duties of Mortgagee upon Acquisition Prior to Completion.

(a) If a mortgagee of Buyer or any owner of the Property or any portion thereof, through the operation of its contract to finance the Project or a part thereof required by this LDA to be constructed by Buyer, by foreclosure or otherwise, acquires title to the Property or any part thereof that was covered by the mortgagee's mortgage prior to the issuance of a Certificate of Completion in accordance with the provisions of this LDA, such mortgagee shall have the following options:

(i) to complete construction of Project in accordance with the Development Proposal and the provisions of this LDA; or

(ii) to sell, assign, or transfer title to the Property or any part thereof, whether at a foreclosure sale or otherwise, to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of Buyer under this LDA in respect of the Property, by written instrument recorded forthwith in the Bristol County Registry of Deeds.

(b) In the event that a mortgagee elects to complete construction pursuant to Section 603(a)(i) above, or sells, assigns or transfers the Property pursuant to Section 603(a)(ii) above, the Authority shall extend the time limits set forth in Section 503 herein as shall be reasonably necessary to complete construction of the Project, and upon such completion, the mortgagee, purchaser, assignee or transferee, as the case may be, shall be entitled to a Certificate of Completion.

Section 604 - Rights and Duties of a Mortgagee After Completion.

If a mortgagee of Buyer or any owner of the Property or any portion thereof, through the operation of its contract to finance the acquisition of the Property and/or the development of the Project or a part thereof required by this LDA to be constructed by Buyer, by foreclosure or otherwise, acquires title to the Property or any part thereof that was covered by the mortgagee's mortgage after the issuance of a Certificate of Completion in accordance with the provisions of this LDA, such mortgagee, and anyone claiming by, through or under such mortgagee, shall comply with any applicable provisions of this LDA for the period during which said mortgagee, or anyone claiming by, through or under such mortgagee, holds such title.

ARTICLE VII - OPERATION AND MAINTENANCE

Buyer or its successors or assigns (as the case may be) shall at all times keep the Property in good and safe condition and repair and, in the occupancy, maintenance and operation of the Property, comply with all laws, ordinances, codes and regulations applicable thereto.

Buyer or its successors or assigns (as the case may be) shall not create, or cause to create, any nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, peaceful enjoyment of any property, structure or dwelling in the area.

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Buyer or its successors or assigns (as the case may be) shall develop and operate the Project in accordance with the Declaration of Restrictive Covenants attached hereto as "Exhibit D" which Declaration shall be a covenant running with the land and shall be recorded herewith at the Bristol County Fall River District Registry of Deeds.

ARTICLE VIII - INSURANCE

Section 801 - Insurance Coverage.

- (a) Until the issuance of the Certificate of Completion the Buyer shall:
 - (i) keep the Project insured by fire and extended insurance and additional risk insurance in such amounts as Buyer shall reasonably determine. Such insurance may be part of a so-called "blanket" insurance policy; and
 - (ii) provide a certificate of insurance and any renewals thereof with respect to the Property to the Authority within twenty-one (21) days after a written request therefore from the Authority; and
 - (iii) provide ten (10) days' written notice to the Authority of any cancellation, substantial change, or termination of the insurance policies required pursuant to this Section.

ARTICLE IX – RECOURSE AND MORTGAGEES RIGHTS

Section 901 - Recourse.

- (a) No member, official, employee, agent, or consultant of the Authority shall be personally liable to Buyer, or any successor in interest, or person claiming by, through or under Buyer, in the event of any default or breach, or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this LDA.
- (b) No officer, director, shareholder, employee, agent or consultant of Buyer or of its subsidiaries or affiliates shall be personally liable to the Authority, or any successor in interest or person claiming by, through or under the Authority, in the event of any default or breach, or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this LDA.
- (c) Nothing herein shall affect any non-monetary remedies of the Authority or of Buyer under this LDA or the Deed.

Section 902 - Notices of Breaches to Mortgagees.

If the Authority gives written notice to Buyer of a default under this LDA, the Authority shall simultaneously furnish a copy of such notice to each of the mortgagees of record of the Property or any portion thereof. Any such mortgagee or holder may notify the Authority of its address

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and request that the provisions of this LDA as they relate to notices, apply to such mortgagee or holder.

Section 903 - Mortgagee May Cure Breach of Buyer.

If Buyer has received notice from the Authority of a default under this LDA and such breach is not cured by Buyer before the expiration of the cure period provided therefore, any holder of record of a loan agreement with respect to the Property or any mortgage on the Property may (but shall not be obligated to) cure any such breach upon giving written notice of its intention to do so to the Authority within ninety (90) days, or thirty (30) days for a monetary breach, after such holder receives such notice of breach, and shall thereupon proceed with due diligence to cure such breach.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 1001 - Representatives.

Each party shall be entitled to rely upon any action taken in writing on behalf of the other party by any individual at the time designated by the other party with specific reference to this Section as authorized to act on its behalf under this LDA prior to the receipt by either of written notice from the other that such designation has been revoked. For all purposes hereof, the Authority has initially designated the Executive Vice President of the Fall River Office of Economic Development as its representative and the Buyer has initially designated Vincent J. DiMento as its representative.

Section 1002 - Standards for Performance.

The Authority shall have the right, at its sole election, to waive any of the requirements respecting Buyer's performance of its obligations hereunder, provided such waiver is provided in written form.

Section 1003 - Reimbursement of Authority in Respect of Certain Litigation.

Buyer shall pay all reasonable costs and expenses, including reasonable attorneys' fees and costs, which may be incurred by the Authority in any proceedings brought to enforce compliance with the provisions of this LDA, to the extent the Authority prevails. However, the holder of any mortgage on the Property or any portion thereof shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against Buyer, whether or not such holder shall subsequently acquire title to all or a portion of the Property.

Section 1004 - Agreement Binding on Successors and Assigns.

The respective provisions of this LDA shall be binding upon, and shall inure to the benefit of, the successors and assigns of Buyer and the public body or bodies succeeding to the interests of the Authority, and to any subsequent grantees of all or any portion of the Property; but Buyer, and its successors and assigns, shall, with respect to any breaches under this LDA or the Deed occurring

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after the Closing, be liable (and any mortgagee shall in any event be liable) only for breaches occurring during its or their respective ownership of an interest in the Property and only with respect to and only for breaches occurring in respect of that portion of the Property as to which Buyer, its successors or assigns, or mortgagee, as the case may be, at the time of the breach, holds an ownership interest.

Section 1005 - Non-Discrimination.

Buyer agrees for itself, and its successors and assigns, and every successor in interest to the Property and/or Buyer, that Buyer and its successors and assigns shall:

- (a) at no time cause the acquisition, development, construction, installation, reconstruction, disposal or conveyance by sale or lease, management, or maintenance of a part of the Property or of improvements thereon, to or by any person, to be denied, restricted, or abridged, nor his or her employment thereon, or his or her use, occupancy, or possession thereof preferred, discriminated against, segregated, or refused because of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability;
- (b) not effect or execute, or knowingly permit any contractors, lessees, sub-lessees, or assigns, to effect or execute, any covenant, agreement, contract, lease, conveyance or other instrument, whereby the disposition of any rights, title or interests, in whole or in part in the Property shall be restricted because of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, marital status or other illegal basis;
- (c) in connection with construction of the Project, not discriminate against any construction worker or applicant for construction work employment at the Property because of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, disability or marital status; and
- (d) comply with the provisions of all State and local laws, ordinances and regulations prohibiting discrimination in connection with the construction, use and occupancy of the Property.

Section 1006 - Notice; Waiver; Time of the Essence.

- (a) All notices, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this LDA shall be in writing and shall be deemed to have been properly given if delivered by hand (which shall be deemed given upon delivery), sent by telecopier (which shall be deemed given upon transmittal), sent by overnight courier (which shall be deemed given upon delivery by the overnight courier), or sent by registered or certified mail, postage prepaid, return receipt requested (which shall be deemed given three business days after deposit in the mails), and
- (i) if directed to the Authority, address it to:

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Chairman, Fall River Redevelopment Authority
One Government Center
Fall River, MA 02722

with copies to:

BOGLE, DeASCENTIS & COUGHLIN, P.C.
57 North Main Street
Fall River, MA 02720-2129

Attorney Kenneth Fiola, Jr.
Executive Vice President
Fall River Office of Economic Development
One Government Center
Fall River, MA 02722

(ii) if directed to Buyer/, address it to:

Vincent J. DiMento, Treasurer
Herbal Care Center, Inc.
7 Faneuil Hall MarketPlace, 3rd Floor
Boston, MA 02109

with a copy to:

Vicente Sederberg
77 Franklin Street, 3rd Floor
Boston, MA 02110

or to such other address and addressee for any party as may from time to time be specified in a notice given by such party to the other party.

(b) No assent, express or implied, by either party to any breach of or any default under any provision of this LDA to be performed or observed by the other party shall constitute a waiver of or assent to any succeeding breach of or default under such provision or any other provision of this LDA.

(c) Time is of the essence of this LDA, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually attempt to fulfill the conditions applicable to each of them. No action shall be taken to enforce any of the obligations hereunder against Buyer, other than monetary obligations, unless Buyer shall have first been given written notice in which event Buyer shall have ninety (90) days from its receipt of such notice to cure such failure or violation. In the event of a monetary breach hereunder, no action shall be taken to enforce said monetary breach against Buyer unless Buyer shall have first been given written notice in which event Buyer shall have thirty (30) days from its receipt of such notice to cure such monetary breach.

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Section 1007 - Provisions Not Merged with Deed.

None of the provisions of this LDA are intended to or shall be merged by reason of the Deed, and such Deed shall not be deemed to affect or impair the provisions and covenants of this LDA.

Section 1008 - Excusable Delays.

For the purposes of the provisions of this LDA, Buyer shall not be considered to be in breach of or default in its obligations herein in the event of unavoidable delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God or of the public enemy, acts of the Federal or State government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

Section 1009 - Amendment of Urban Renewal Plan or Covenants.

(a) Until the expiration of the term of the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River, the Authority agrees that no modification or amendment to any provision of the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River proposed or made effective subsequent to the execution hereof shall be effective with respect to the Property unless such modification or amendment has been consented to in writing by Buyer.

(b) The Authority covenants and agrees that the Authority will not initiate or support any proposed zoning or other action or grant any consents or approvals that would have the effect of (i) making any use of the Property which is permitted hereunder pursuant to Section 501 herein a non-conforming, forbidden, or conditional use, or (ii) materially and adversely affecting the use, operation or occupancy of the Project or the Property in the reasonable opinion of the Buyer.

Section 1010 – Covenant by Authority

The Authority hereby covenants and agrees not to authorize any other facility in the SouthCoast Life Science and Technology Park at Fall River from operating an RMD and/or marijuana cultivation facility and from operating a facility where children congregate such as a school within 1,000 feet, or such lesser distance as may be allowed by Federal and/or State law, of the site conveyed herein and as further described in the deed attached hereto as Exhibit B.

Section 1011 – Public Transportation

Prior to the completion of the proposed Project the Fall River Redevelopment Authority will work with the Southeastern Regional Transit Authority to extend public bus transportation from the abutting Fall River Industrial Park into the SouthCoast Life Science and Technology Park. The proposed service will be designed to accommodate the public transit needs of the proposed facility and other businesses within the SouthCoast Life Science and Technology Park.

Section 1012 – Real Estate Brokers

Each party shall be responsible for paying any commission or compensation due to its own real estate broker, if any.

Section 1013 – Affidavits and Certificates.

At the Closing, the Authority shall execute and deliver to Buyer the following documents:

In addition to the deed and any title clearing instruments required for Seller to convey good and record marketable title in accordance herewith, Seller shall execute and deliver affidavits, documents and certificates customarily required by Buyer's title insurance company, mortgagee and/or banks in the greater Fall River area in connection with purchases and mortgage loans for transactions of this type.

Section 1014 – Construction of Agreement.

This LDA 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 modified or amended only by a written instrument executed by both the Authority and the Buyer.

Section 1015 – Reserved.

Section 1016 – Reserved.

Section 1017 - Severability.

The invalidity or unenforceability of any provision of this LDA shall not affect any other provision hereof, and this LDA shall be construed as if the invalid or unenforceable provision had never been a part of this LDA.

Section 1018 - Governing Law; Enforceability of Covenants.

This LDA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 1019 - Captions.

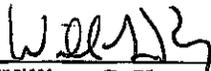
The headings set forth in this LDA are for convenience only and shall in no way be deemed to affect construction or interpretation thereof

Section 1020 - Counterparts.

This LDA may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties hereto have not signed the same counterpart.

WITNESS the execution hereof under seal as of the day and year first above written.

Fall River Redevelopment
Authority:



William G. Kenney,
Chairman

{BD062724}

 ORIGINAL

Buyer:
Herbal Care Center, Inc.

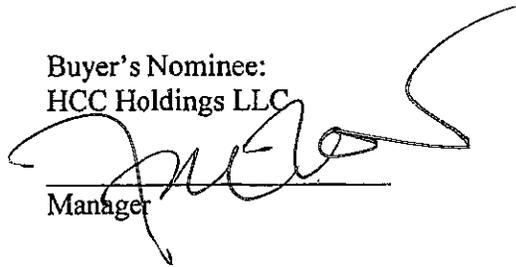


President



Treasurer

Buyer's Nominee:
HCC Holdings LLC



Manager

 ORIGINAL

Approved as to form:


Counsel to the Fall River
Redevelopment Authority

 ORIGINAL

**“EXHIBIT A”
LAND DISPOSITION AGREEMENT**

Legal Description

See attached Deed (“Exhibit B”)

 ORIGINAL

"EXHIBIT B"
LAND DISPOSITION AGREEMENT

DRAFT

QUITCLAIM DEED

Property Address: Innovation Way, Fall River, Massachusetts

Fall River Redevelopment Authority, a public body politic and corporate, having its office at One Government Center, Fall River, Bristol County, Massachusetts ("Grantor"), in consideration of (\$230,000.00) Dollars paid, grants to Herbal Care Center, Inc., a Massachusetts nonprofit corporation and/or its nominee HCC Holdings LLC, a Massachusetts limited liability company, both of 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109 ("Grantee"), with quitclaim covenants, the land in the City of Fall River described as follows:

Being shown as Parcel _____ on a plan entitled " _____ " and recorded with the Bristol County Fall River District Registry of Deeds in Plan Book _____, Page _____ (see plan attached hereto).

This conveyance is made subject to and with the benefit of all rights, restrictions, covenants, easements and encumbrances and other matters of record in said registry of deeds, including, but not limited to, the following:

Subject to the provisions of Chapter 266 of the Acts of Massachusetts 2002.

Subject to an Affidavit by David B. Perini, Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 107.

Subject to a Declaration of Restrictive Covenants by the Commonwealth of Massachusetts recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 126.

Subject to all restrictions, reservations, conditions and other matters as described in a Release Deed of the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95.

Subject to a Restriction from the Fall River Redevelopment Authority to The Trustees of Reservations recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 137.

Subject to those matters shown and noted on the following plans recorded at the Bristol County Fall River District Registry of Deeds in Plan Book 147, Page 34; Plan Book 147, Page 35; Plan Book 150, Page 36 and Plan Book 150, Page 78.

Subject to the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River recorded at the Fall River District Registry of Deeds in Book 8229, Page 110.

 ORIGINAL

Subject to terms, conditions and covenants of a Land Disposition Agreement ("LDA") dated as of _____, 2013 entered into by the Grantor and Grantee (the original of which is being recorded with said Deeds contemporaneously herewith, and a copy of which is on file with the Authority). The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantee, and its successors and assigns shall devote the Premises to, and only to, and in accordance with the uses specified in the LDA.

Subject to a Declaration of Restrictive Covenants by the Fall River Redevelopment Authority to be recorded herewith.

Being a portion of the premises conveyed to the Grantor by Release Deed of the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95.

The Grantor of this deed as a municipal entity is exempt from the transfer tax as set forth in M.G.L. c. 64D, § 1.

Executed under seal this ___ day of _____, 2013.

Approved as to form:

GRANTOR:
Fall River Redevelopment Authority

Counsel to the Fall River
Redevelopment Authority

William G. Kenney,
Chairman

COMMONWEALTH OF MASSACHUSETTS

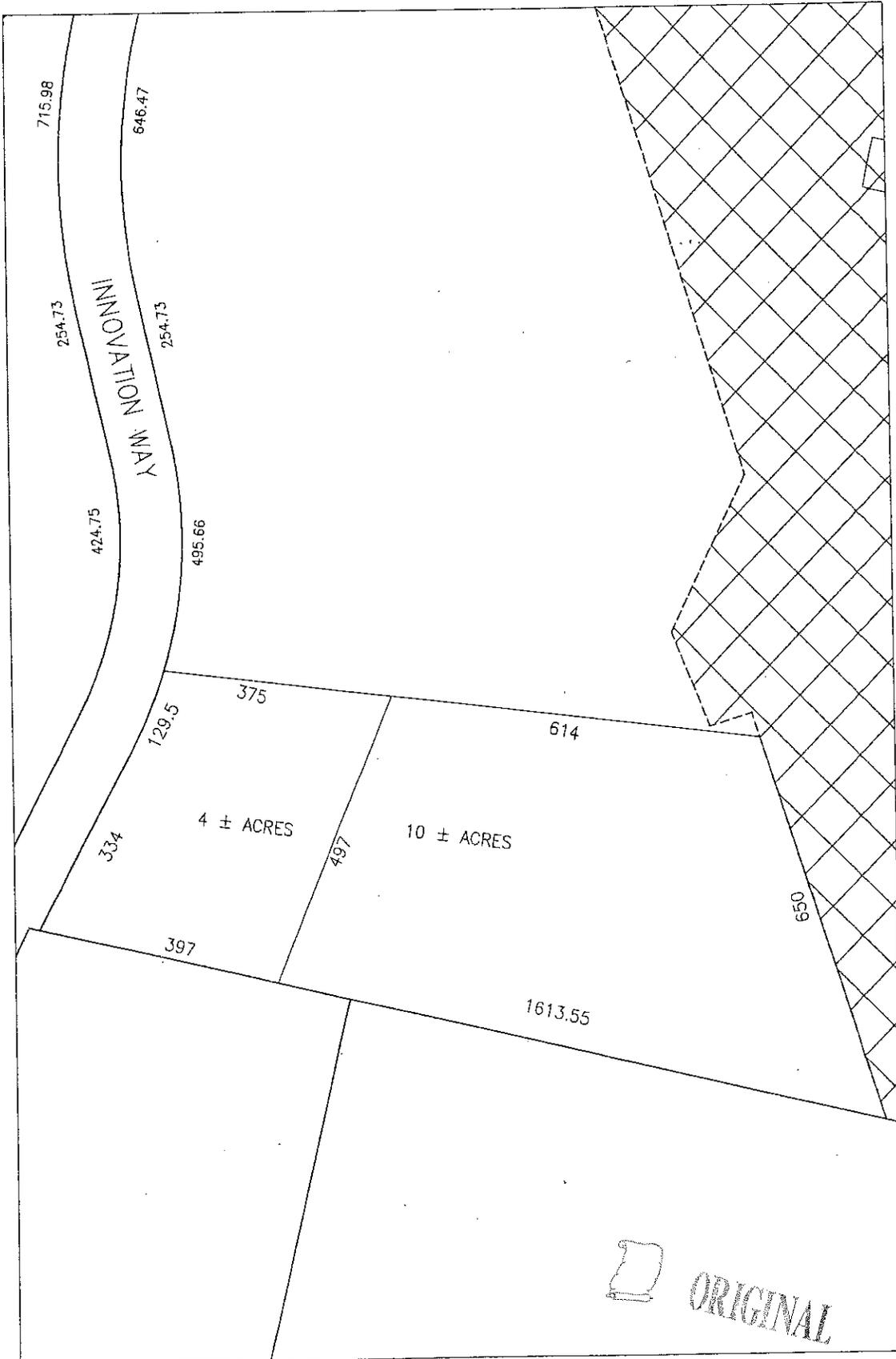
Bristol, ss:

On this ___ day of _____, 2013, before me, the undersigned notary public, personally appeared William G. Kenney, as Chairman for the Fall River Redevelopment Authority (the "Authority") and proved to me through satisfactory evidence of identification, which was/were driver's license(s) or [] _____, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and acknowledged the foregoing to be the free act and deed of said Authority.

Notary Public:
My Commission Expires:

 ORIGINAL

Plan of Land for
LAND DISPOSITION AGREEMENT
By and Between THE FALL RIVER REDEVELOPMENT AUTHORITY
and
Herbal Care Center, Inc. and its nominee HCC Holdings LLC



“EXHIBIT B-1”
LAND DISPOSITION AGREEMENT
Permitted Encumbrances

Subject to the provisions of Chapter 266 of the Acts of Massachusetts 2002.

Subject to an Affidavit by David B. Perini, Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 107.

Subject to a Declaration of Restrictive Covenants by the Commonwealth of Massachusetts recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 126.

Subject to all restrictions, reservations, conditions and other matters as described in a Release Deed of the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95.

Subject to a Restriction from the Fall River Redevelopment Authority to The Trustees of Reservations recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 137.

Subject to those matters shown and noted on the following plans recorded at the Bristol County Fall River District Registry of Deeds in Plan Book 147, Page 34; Plan Book 147, Page 35; Plan Book 150, Page 36 and Plan Book 150, Page 78.

Subject to the Declaration of Covenants for the SouthCoast Life Science and Technology Park at Fall River recorded at the Fall River District Registry of Deeds in Book 8229, Page 110.

Land Disposition Agreement by and between the Fall River Redevelopment Authority and the Buyer and recorded in said Registry, herewith.

Subject to a Declaration of Restrictive Covenants by the Fall River Redevelopment Authority to be recorded herewith.

Easements, covenants, restrictions and other matters set forth in a deed from the Fall River Redevelopment Authority to the Buyer and recorded in said Registry, herewith.

 ORIGINAL

“EXHIBIT C”
Buyer’s Development Proposal

To be submitted to the Authority by the Buyer pursuant to Section 502 of the LDA.

 ORIGINAL

"EXHIBIT D"

DRAFT

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the FALL RIVER REDEVELOPMENT AUTHORITY, a public body politic and corporate, having an office at One Government Center, Fall River, Massachusetts 02722 (hereinafter with its successors and assigns, the "Declarant" and/or "FRRA") is the owner of land containing approximately 4 acres, more or less, and more particularly described as follows

Being shown as Parcel _____ on a plan entitled " _____ " and recorded with the Bristol County Fall River District Registry of Deeds in Plan Book _____, Page _____. (hereinafter the "Property") (see plan attached hereto).

WHEREAS, Herbal Care Center, Inc., a Massachusetts nonprofit corporation and/or its nominee HCC Holdings LLC, a Massachusetts limited liability company, both of 7 Faneuil Hall MarketPlace, 3rd Floor, Boston, MA 02109 (hereinafter, with its successors and assigns, the "Buyer") intends to acquire the Property in order to construct thereon a Registered Marijuana Dispensary and other appurtenances related thereto (hereinafter "Facility" and/or "Site").

WHEREAS, said Property is located within the SouthCoast Life Science and Technology Park at Fall River (hereinafter the "SouthCoast Life Science and Technology Park at Fall River") which SouthCoast Life Science and Technology Park at Fall River is further described in a deed to the Fall River Redevelopment Authority from the Commonwealth of Massachusetts dated January 22, 2009 and recorded at the Bristol County Fall River District Registry of Deeds in Book 7124, Page 95; and

WHEREAS, Declarant wishes to impose restrictions upon said Property for the benefit of the FRRA and all the owners of lots within said SouthCoast Life Science and Technology Park at Fall River;

THEREFORE, the Declarant hereby imposes the following restrictive covenants:

Permitted Uses

a. Permitted Uses. The use of the Site shall be for a Registered Marijuana Dispensary and/or marijuana cultivation and infused products facilities and other appurtenances related thereto. The term "Registered Marijuana Dispensary" is defined herein as follows:

Registered Marijuana Dispensary (RMD) means a not for profit entity registered under 105 CMR 725.000, that acquires, cultivates, possesses (including development of related products such as edible marijuana infused products (MIPs), tinctures, aerosol, oils, or ointments) processes, transfers, transports, sells, distributes dispenses or administers marijuana, products containing marijuana, related supplies or educational materials to registered qualifying patients or their caregivers, who have designated such entity as the patient's registered RMD. Unless otherwise specified, RMD refers to the site of dispensing, cultivation, and preparation of any marijuana, marijuana products and MIPs, if any.

 ORIGINAL

b. Prohibited Uses. Any use other than a RMD use is prohibited, including any sale of marijuana or associated products for recreational use which is specifically prohibited.

Enforcement

Enforcement of the terms and provisions of this Declaration may be at law or in equity, against any person or party violating or attempting to violate same, either to restrain the violation or to recover payments or damages. Such enforcement actions may be prosecuted by the FRRA (in accordance with M.G.L. c. 121B, § 46(d) or any other applicable law) or by any other party owning a lot subject to or benefited by this Declaration. The failure of any party to enforce the terms and provisions of this Declaration shall in no event be deemed a waiver of the right to do so in any instance thereafter. In the event of a successful action to enforce the terms and provisions hereof the party successfully seeking enforcement shall be entitled to recover his, her or its reasonable attorneys' fees and costs.

Duration of Restrictions

This Declaration shall be deemed a restriction held by a governmental body and not subject to the time limitations imposed on restrictions pursuant to M.G.L. c. 184 and shall be enforceable pursuant to M.G.L. c. 121B, § 46(d). To the extent that this Declaration is deemed limited in duration pursuant to M.G.L. c. 184 then the provisions of this Declaration shall remain in effect for 30 years from the date of recording, and shall thereafter be extended for one or more extension terms of 20 years each by the recording at the Registry of Deeds of an instrument signed by the FRRA, or as otherwise provided by law.

Severability

The invalidation of any provision of this Declaration by judgment or a court order shall in no way affect any other provision of this Declaration, which shall thereafter remain in full force and effect.

Executed with the effect of a sealed instrument this _____ day of _____, 2013.

Approved as to form:

Fall River Redevelopment
Authority:

Counsel to the Fall River
Redevelopment Authority

William G. Kenney,
Chairman

 ORIGINAL

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

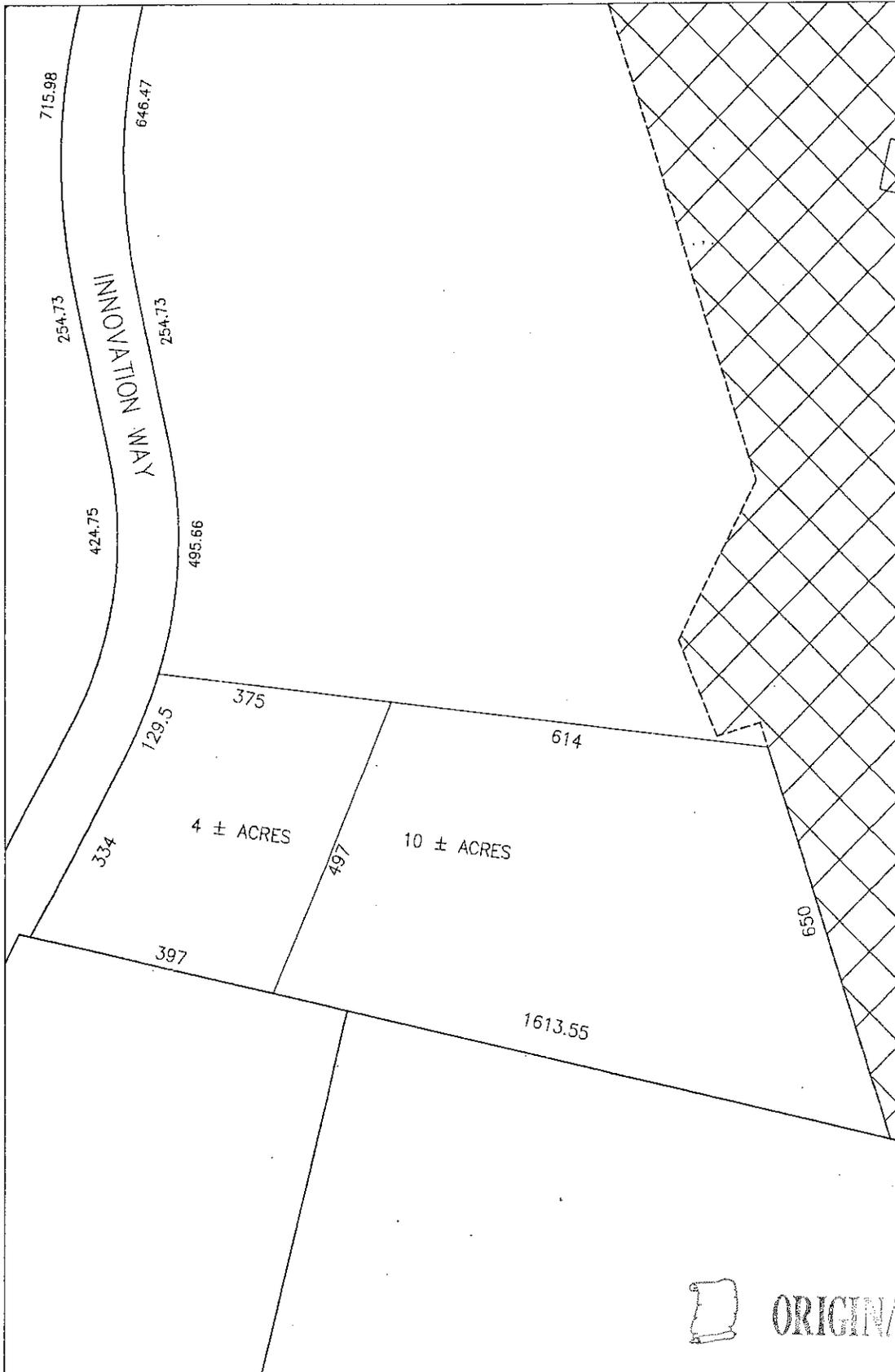
On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared William G. Kenney, as Chairman for the Fall River Redevelopment Authority (the "Authority") and proved to me through satisfactory evidence of identification, which was/were driver's license(s) or [] _____, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and acknowledged the foregoing to be the free act and deed of said Authority.

Notary Public:

My Commission Expires:

 ORIGINAL

Plan of Land for
LAND DISPOSITION AGREEMENT
By and Between THE FALL RIVER REDEVELOPMENT AUTHORITY
and
Herbal Care Center, Inc. and its nominee HCC Holdings LLC

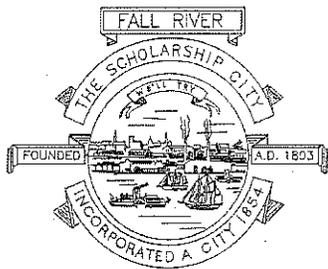


EVIDENCE OF LOCAL SUPPORT
(Exhibit 5.4)

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

Corporation Name: _____ Herbal Care Center, Inc. _____ Application # (if more than one): _____

Site	City/Town	County	Type of Support Attached
1	Fall River	Bristol	Letter of support/non-opposition
2			



City of Fall River
Massachusetts
City Council

LINDA M. PEREIRA
President
City Council

November 21, 2013

Herbal Care Center, Inc
7 Faneuil Hall Market Place, 3rd Floor
Boston, MA 02090

Dear Herbal Care Center:

Regarding your proposal for a Registered Marijuana Dispensary (RMD), the City of Fall River acknowledges that the Fall River Redevelopment Authority has entered into a Land Disposition Agreement and will provide Herbal Care Center Inc. with an option to purchase four (4) acres of land within the SouthCoast Life Science and Technology Park and such a use is allowed in the Research and Overlay District.

Further, upon review of your proposal to site a Registered Marijuana Facility in the municipality, Fall River supports the location of said dispensary and cultivation facility so long as the facility has met all state and local licensure, operation and public safety requirements for such a facility. In addition to the license secured from the Massachusetts of Public Health, the RMD facility will be allowed to operate within Fall River upon approval of operational plan by the Fall River Redevelopment Authority, Fall River Police Department and Ordinances of said city.

Please note that this letter or non-opposition does not constitute permission to violate any applicable local or state law. If you require any further assistance, please feel free to contact me.

Respectfully,

Linda Pereira
President
Fall River City Council



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**SUMMARY CHART OF LOCATIONS AND LOCAL SUPPORT
(Exhibit 5.5)**

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

Corporation Name: Herbal Care Center, Inc. Application # (if more than one): _____

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1 Dispensing	South Coast Life Science and Technology Park, Innovation Way, Fall River, MA	Land Disposition Agreement with Option to Purchase; Binding LOI	Letter of support/non-opposition
2 Cultivation	South Coast Life Science and Technology Park, Innovation Way, Fall River, MA	Land Disposition Agreement with Option to Purchase; Binding LOI	Letter of support/non-opposition
3 Processing	South Coast Life Science and Technology Park, Innovation Way, Fall River, MA	Land Disposition Agreement with Option to Purchase; Binding LOI	Letter of support/non-opposition

 ORIGINAL

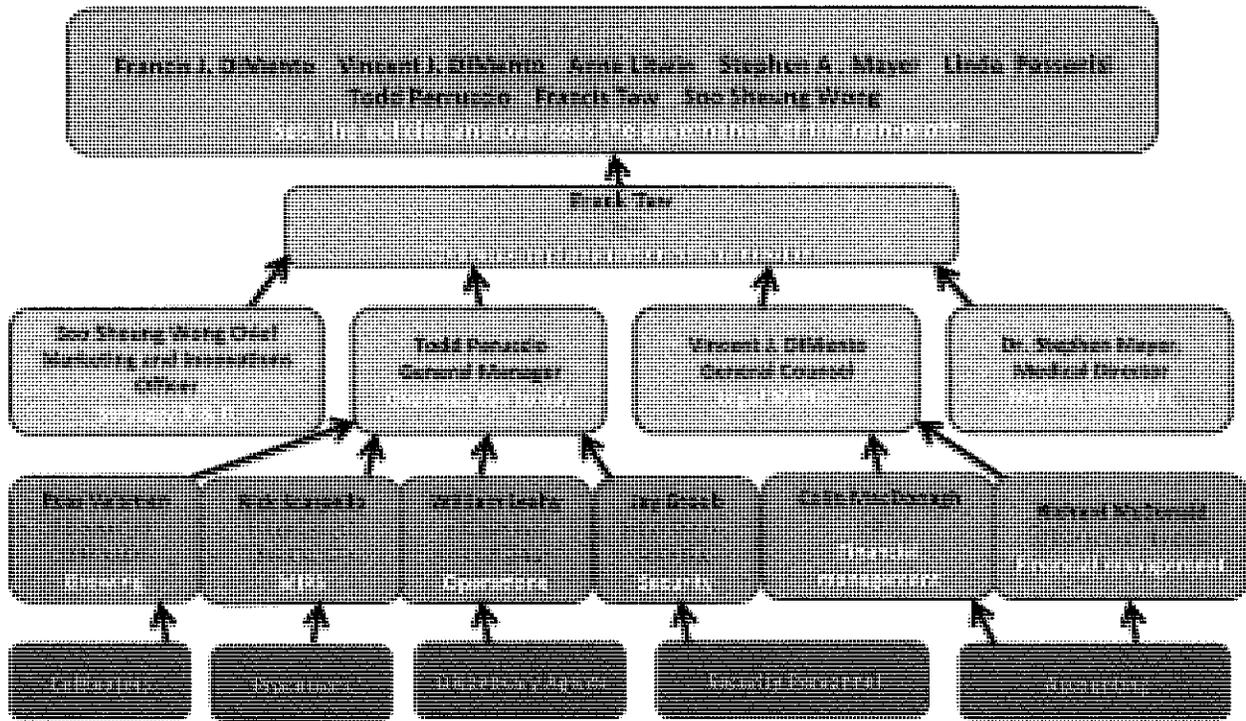
RMD ORGANIZATIONAL CHART (Exhibit 6.1)

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

Corporation Name: Herbal Care Center, Inc.

Application # (if more than one): _____

Attach organizational chart.



**EVIDENCE OF ENROLLMENT WITH DEPARTMENT OF CRIMINAL JUSTICE
INFORMATION SERVICES (DCJIS)
(Exhibit 6.2)**

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

Corporation Name: Herbal Care Center, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.



ICORI
Commonwealth of Massachusetts
Department of Criminal Justice Information Services

Logged in as: HerbalCare | [Home](#) | [Help](#) | [Logout](#)

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

HERBAL CARE CENTER, 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: 11/08/2013 Date Last Renewed:	
Organization Details [Edit] [Change Org Name] [View Org Name History]	
Account Type(s): Employer Organization Name: HERBAL CARE CENTER, INC. Organization ID: XXXXXXXXXX Address: 7 Faneuil Hall Marketpl. 3RD FLOOR, Boston, MA 02109 Phone No.: 617-523-2345, Ext. 104 Website: Federal ID No.: XXXXXXXXXX Secretary of State ID No.: XXXXXXXXXX	

ORIGINAL



[Home](#)

[Add Request](#)

[View CORI Results](#)

[Manage Account](#)

[iCORI Cart \(0\)](#)

HERBAL CARE CENTER, INC.

Status: Active
Account Type(s): Employer

Account

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

CORI Representative Account Details

[\[Back\]](#)

Representative Details

[\[Edit\]](#) [\[Reset Password\]](#) [\[Change Email\]](#)

Username: HerbalCare
Email: vjd@dimentoosullivan.com
Name: DiMento, Vincent J
Date of Birth: [REDACTED]
SSN: [REDACTED]
Address: [REDACTED]
Phone No.: [REDACTED]
Status: Active

Last Updated By: HerbalCare, 11/08/2013

Account History

Row	Account Status	Account Type	Updated By
1	Active	Designated Representative	HerbalCare, 11/08/2013
2	Pending Activation		HerbalCare, 11/08/2013

ORIS

**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	James Lowe	Cultivator
2	Matthew Curran	Cultivator
3	Benjamin Franz	Cultivator
4	Scott Roberts	Dispensary
5	Erica Cohen	Dispensary
6		

 ORIGINAL

RMD START-UP TIMELINE
(Exhibit 7.1)

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

Corporation Name: Herbal Care Facility, Inc.

Application # (if more than one): _____

<u>Key Benchmarks</u> [i]	Due Dates	Person Responsible	Risk Level If Not Completed on Time
Submit Phase 2 Application to DPH	11/21/13	Vicente Sederberg LLC	Critical
Engage architect and engineers to complete construction and permit documents	11/21/13	T. Perruccio	Major
Receive award and notice to proceed from DPH	1/31/14	DPH	Critical
Finalize lease agreement(s)	2/3/14	Vincent J. DiMento	Critical
Exercise LDA option	2/3/14	Vincent J. DiMento	
Submit construction documents to local building department for review	2/3/14	T. Perruccio	Major
Revise construction documents based on building department comments and resubmit for final approval.	2/17/14	T. Perruccio	Major
Obtain permit for construction and notify general contractor to mobilize sub contractors	2/24/14	T. Perruccio	Major
Recruit cultivation and manufacturing staff	2/24/14	T. Perruccio	Minor
Begin construction at RMD (utility service upgrades, site and concrete cutting and subfloor preparation)	3/3/14	General Contractor*	Major
Begin framing at RMD	3/6/14	General Contractor*	Minor
Begin mechanical, electrical and plumbing branch systems installation at RMD	3/13/14	General Contractor*	Minor
Finalize employment agreements for cultivation and manufacturing staff and complete employment paperwork	3/17/14	Vincent J. DiMento	Minor
Begin installation of insulation and sheetrock at RMD	3/20/14	General Contractor*	Minor
Order equipment and supplies for Phase 1	4/4/14	T. Perruccio	Major

Implement MJFreeway's cultivation & processing management software GrowTracker	4/4/14	R. Vaisman	Major
Begin educational training of cultivation and manufacturing staff	4/4/14	R. Vaisman	Major
Begin formal training of cultivation and manufacturing staff	4/11/14	R. Vaisman	Major
Begin painting at cultivation facility	4/11/14	General Contractor*	Minor
Install mechanical and cultivation equipment at RMD	4/14/14	General Contractor*	Minor
Install flooring at cultivation facility	4/18/14	General Contractor*	Minor
Install fixtures and finish hardware at RMD	4/23/14	General Contractor*	Minor
Call for final building department inspections at RMD	4/28/14	General Contractor*	Minor
Assuming some items need to be remedied, call for second and final building inspection	5/5/14	General Contractor*	Minor
Obtain Certificate of Occupancy & ready cultivation facility for operation	5/6/14	T. Perruccio/R. Vaisman	Minor
Begin installing FFE and supplies at cultivation facility for Phase 1	5/7/14	General Contractor*	Minor
Begin operating in cultivation facility by propagating first plants	5/10/14	R. Vaisman	Minor
First crop goes into the vegetative phase	5/24/14	R. Vaisman	Minor
First crop goes into flowering phase	6/27/14	R. Vaisman	Minor
Recruit dispensary staff necessary for opening day	8/1/14	T. Perruccio/W. Leahy	Major
Being painting at dispensary	8/1/14	General Contractor*	Minor
Begin installing flooring at dispensary	8/8/14	General Contractor*	Minor
Begin finish carpentry at dispensary	8/15/14	General Contractor*	Minor
Finalize employment agreements for retail staff and complete employment paperwork	8/15/14	T. Perruccio/W. Leahy	Major
Implement MJFreeway's retail management software GramTracker	8/22/14	T. Perruccio/W. Leahy	Major
Begin installing FFE and supplies at dispensary	8/22/14	General Contractor*	Minor
Begin training dispensary staff	9/1/14	T. Perruccio/W. Leahy	Major
First crop is harvested and put into drying phase	9/1/14	R. Vaisman	Major
First crop is cut off stem and put into curing phase	9/8/14	R. Vaisman	Minor

First extracts and infused products are prepared	9/8/14	R. Vaisman	Major
First crop is sent to licensed testing facility for required testing	9/8/14	R. Vaisman/T. Perruccio	Major
First extracts and infused products are packaged, labeled and ready for sale	9/9/14	R. Scarpello	Major
First crop is placed into its final package, labeled and put in the curing phase	9/15/14	R. Vaisman	Minor
First crop is transferred to retail inventory and ready for sale	9/22/14	R. Vaisman	Minor
First day of retail sales	9/15/14	T. Perruccio	Major
Initial Management and Employee Review	10/1/14	T. Perruccio	Major
* General Contractor shall operate under the supervision of and report to CEO and CFO			



ORIGINAL

PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)

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

Corporation Name: Herbal Care Center, Inc.

Application # (if more than one): _____

Attach sliding price scale.

 ORIGINAL

Fastest Forward Partnership Proposed Sliding Price Scale			
Verified Income Level as % of the Federal Poverty Guidelines	Discount	Maximum Monthly Discount	
200% - 300%	33%	\$	340
100% - 199%	66%	\$	680
<100%	100%	\$	1,030

Discount applies to only medical necessities and medically related products.

The maximum monthly discount is based on clinical recommendations and may be increased by the RMD based on a patient's circumstances.

Patients with temporary emergencies including unemployment or a work related injury may apply for emergency temporary assistance.

 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: [Vincent J.] Last Name: [DiMento]

Title: [Treasurer]

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

