



ORIGINAL

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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 Wellness Center, Inc.

Application # (if more than one): 1 of 2

	Name	Role within the Corporation
1	Jeffrey Rice	Executive Director, President/CEO
2		
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 Wellness Center, Inc.]

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

Address:

[46 Highland Rd.]

[]

City: [Boxford] State: [MA] Zip: [01921]

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

First Name: [Jeffrey] Last Name: [Rice]

FEIN: [463463312]

Contact Person

First Name: [Jeffrey] Last Name: [Rice]

Title: [CEO/ED]

Telephone: (978) 352-8408 FAX: (310) 861-0996 E-Mail: [info@thedispensingsolution.com]

Contact Person Address (if different):

[Same]

[]

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);

Background Check Authorization

The Department will conduct a background check on each member of the **Executive Management Team** (as defined in the definitions section of the Application Response Form) and each member of the **Board of Directors** (as defined in the definitions section of the Application Response Form). 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 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.

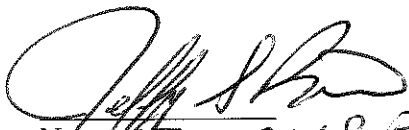
\$30,000 bank/cashier's check attached.

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

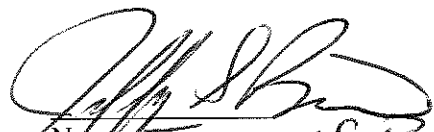
Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.

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: JEFFREY S. RICE
Title: PRESIDENT

11/5/2013
Date

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


Name: JEFFREY S. RICE
Title: PRESIDENT

11/5/2013
Date

APPLICATION RESPONSE FORM

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

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

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

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 Wellness Center, Inc. - Incorporated in Massachusetts on 8/21/2013]

1.2 Describe the organization's mission and vision.

[Herbal Wellness Center, Inc. (hereinafter "us", "we", "entity", "corporation", "organization", or "RMD") is a not-for-profit organization which was founded to provide information regarding alternative

medicine and access to the use of marijuana for medical purposes. Once approved, the entity shall operate a full-service health and wellness facility that will dispense medical marijuana in full compliance with Massachusetts law and under the guidance of the Department of Public Health. In order to ensure the most compliant and transparent operating procedures, the organization has enlisted the help of Medbox, Inc., for industry consulting and dispensing technology aimed at controlling inventory and creating an unalterable record of how medicine is transacted.

Through Medbox, the organization has assembled a Board Advisory Committee (BAC). The committee consists of industry renowned doctors, lawyers, CPAs, culinary experts, security experts, retired law enforcement, and other professionals and industry experts as deemed appropriate. The committee is a “who’s who” of the tightly regulated medical marijuana industry and will serve to add years of experience and knowledge to the organization.]

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.

[N/A]

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.

 ORIGINAL

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.

[Jeffrey Rice (President/CEO):

Mr. Rice is a leader in building excellence in manufacturing operations. He offers a proven record of cutting costs through analyzing, restructuring, consolidating and simplifying processes and procedures. Likewise, he is highly skilled at growing a business, and continuously improving manufacturing and supply chain operations. Further, he has experience interfacing with customers and suppliers to cost-effectively support products manufactured and sold around the world.

This skill set will serve Mr. Rice well as the President/CEO of a nonprofit RMD. He is able to hit the ground running in any area of Operations Management, and lend a seasoned approach to any task at hand. Using Lean techniques (discussed in more detail below), he will be able to ensure that the RMD functions as efficiently as possible, while keeping costs low and maintaining superior patient service.

After graduating from the University of Hartford with a BS in Mechanical Engineering, Jeffrey Rice started his professional career with [then] AT&T in North Andover, Massachusetts. This was a two million square foot manufacturing operation. While working for AT&T Jeff earned a Master's Degree in Mechanical Engineering from Brigham Young University.

Jeff remained with AT&T until 1998. The telecommunications industry transitioned several times and so did the company, first as Lucent Technologies and ultimately, as Alcatel-Lucent. Mr. Rice has been employed with the organization throughout this time.

Senior Manager – Printed Circuit Board Assembly Manufacturing (1998-2001)

Jeffrey led the transition of a new product manufacturing from a Lucent Technologies operation in Little Rock, AR to North Andover, MA. He developed a new Lean Manufacturing Operation to assemble Printed Circuit Board Assemblies (PCBAs). The new manufacturing model included the engineers and design team integrated on the shop floor.

A new production line, an updated MRP system and cutting-edge design tools were all incorporated into this project. The lean production line that Mr. engineered was able to produce 10,000 printed circuit board assemblies per month. Further, Jeff worked with specialized vendors to identify the most optimum equipment and line layout for manufacturing operations.

Director/GM of Remanufactured Products (2001 - 2009)

Jeff was instrumental in developing a sound business model inside of Lucent Technologies to sell remanufactured products to the large customer base. He had full oversight of two customer warehouses, four internal warehouses and four remanufacturing factories.

Mr. Rice had myriad responsibilities as General Manager for all Lucent Remanufactured Products. He was responsible for directing acquisition, manufacturing, QA, logistics, warehousing, Profit and Loss (P&L) and sales.

It was in this role that Jeff obtained a thorough understanding of all aspects required to oversee a business. Jeff was quick to understand the requirements of the customer, and gain their business through honest and direct discussions. Additionally, he developed presentations and business cases for Product Management Executives in order to gain support for collaborative projects.

Jeff was also influential in streamlining the company's Shanghai shipping process in to centralize returns for the Asia Region through single a duty Free Trade Zone facility. This reduced logistics lead time from 30 to 20 days, thereby dramatically increasing efficiency.

Supply Chain Director at Alcatel-Lucent (2011-Present)

Jeff spearheaded a functional unit to provide suppliers with a consolidated forecast worth hundreds of millions for ALU component requirements. He also ran specialized engineering programs designed to consolidate demand.

Additionally, Mr. Rice built high a performance team of six managers and more than 200 staff in China, France, Italy, Poland, Belgium and Mexico. They procured more than 30,000 components for ALU internal factories and Contract Manufacturers.

Director of Engineering Services at Alcatel-Lucent (2011-Present)

Currently, Jeff is leading a cross functional team to improve the relationship and capabilities of the company's contract manufacturers. He has developed a multi-tiered strategy across four Alcatel-Lucent Business Divisions to implement a standard technical agreement for Engineering Services. Further, he has reduced number of Contact Manufacturer Agreements from 19 to 10, with support from Procurement and Business Division Leaders. This decision has successfully centralized business operations.

Throughout his career, Jeff has focused on increasing revenues and making process improvements to streamline processes in this large, dynamic corporate environment. He has consistently been promoted to more complex assignments and increasingly challenging roles. Jeff meets each new goal with confidence. His career has had displayed an impressive forward trajectory for the better part of the past two decades, and he will only continue to advance.

Jeffrey Rice has all the skills necessary to expertly helm a RMD. With the help of a talented staff, he will be able to realize a successful non-profit venture that will enable him to provide top notch patient care. Mr. Rice looks forward to the new role, and the opportunities to utilize his talents on behalf of a venerable goal.]

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.

[While Jeff's professional focus has been Operational Management, he has also taken professional development seminars in Medical Device Regulatory Affairs. As a full-throttle Manager in a large organization, it is essential for him to keep abreast of the latest trends in other burgeoning industries.

Additionally, Jeff has made safety in winter sporting activities a priority in his personal life. He has been a member of the National Ski Patrol for more than 25 years, dedicating many hours to support the activities at Ski Bradford. Ski Patrol is essentially the EMS branch of Bradford Mountain staff, and specializes in emergency care.

Further, Jeff is an instructor in first aid for National Ski Patrol, and currently holds the position of Assistant Patrol Director. As a first aid instructor licensed by the Red Cross, he has received extensive training in multiple aspects of triage medicine in an area where patients are often administered to in the rough terrain and uncertain weather conditions of a ski mountain.

Mr. Rice is well versed with providing health care services in serious situations. Therefore, he will be a "go to" person for policies dealing with Safety, Emergency Response and Incident Management at the RMD.]

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.

[Mr. Rice will be responsible for the financial management and oversight of the nonprofit RMD. Throughout his career at Alcatel-Lucent (previously Lucent Technologies), Jeff has been responsible for operating business units with large budgets, and making sound financial decisions. His professional role depends upon the ability to track and maintain the fiscal health of his organization.

He continually drives process improvement and clear goals for maximizing operational efficiency. Likewise, he has achieved significant overall cost reduction while maintaining quality products and positive customer relations.

Senior Manager – Printed Circuit Board Assembly Manufacturing (1998-2001)

Jeff developed a program at Lucent Technologies, coordinating with Industrial Engineers, to streamline and standardize process flows. This reduced queue times by 23%. During his tenure, the Department exceeded manufacturing volume by 10%, and improved product quality by 100 Parts per Million.

Director/GM of Remanufactured Products (2001 - 2009)

Mr. Rice interfaced directly with Lucent customers to develop a sales & acquisition plan dealing with complex network equipment. During several months of ongoing negotiations, the acquisition channel grew by 25%. He also expanded the business from a \$3M repair support function to garner over \$200M in remanufacturing sales with 40% gross margins, successfully eliminating virtually all of the competition.

Supply Chain Director at Alcatel-Lucent (2011-Present)

Jeff drove forecast negotiations with Procurement Directors and key suppliers in order to determine an action plan for improving supplier delivery. He implemented "pull" and "buffer" strategies that successfully reduced inventory by 17%.

In this role, Jeff also developed a series of reports to track changes in component demand over time. Based on these results, Mr. Rice initiated meetings with key suppliers and effected the necessary changes in the supply chain. This corrective action resulted in 10 key suppliers using an ALU tool to better plan their supply, and reducing shortages by 50%.

Director of Engineering Services at Alcatel-Lucent (2011-Present)

Recently, Mr. Rice has reduced the number of Contract Manufacturers from 19 to 10, with support from Procurement and Business Division Leaders. This has enabled the Department to streamline paperwork, centralize contract operations and cut costs.]

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.

[Jeffrey Rice (President)

Jeff's career illustrates multiple examples of his management of financial corrective measures as the result of operational reviews. Moreover, as discussed in detail below, has uses Lean Six Sigma and ISO techniques to consistently improve process management. Thus, he is adept with creating the very "Operational Reviews" used to track organizational quality, and streamline every aspect of business operations.

Director/GM of Remanufactured Products (2001 - 2009)

During this part of his Lucent tenure, Mr. Rice directed both Union and non-Union workforces to function collaboratively. This required consistent operational reviews in order to maintain conflict avoidance, and address financial issues that could potentially impact workforce relations.

Supply Chain Director at Alcatel-Lucent (2011-Present)

In this role, Jeff developed a series of reports to track changes in component demand over time. Based on these results, Mr. Rice initiated meetings with key suppliers and effected necessary changes in the supply chain. This corrective action resulted in 10 key suppliers using an ALU tool to better plan their supply, which reduced shortages by 50%.

Director of Engineering Services at Alcatel-Lucent (2011-Present)

As an expert in Lean Manufacturing, Jeff has successfully introduced scorecards with standard KPIs (key performance indicators) to measure services of New Product Introduction (NPI), Design for Manufacturing (DFM), and Design for Test (DFT). This enables the organization to easily chart its progress, identify opportunities for improvement, and resolve issues as necessary.

He has also audited and reported on his Contract Manufacturer's capabilities as defined in their ISO9001 documentation. Mr. Rice's ability to analyze ISO reports speaks to his mastery of the most complex, robust schematics governing Quality Assurance and operational improvement.

Jeff has also been working to improve working relationships with Contract Manufacturers. This process requires the ability to decisively evaluate the financial matters faced in these negotiations, and create mutually amenable agreements.

This skill sets Jeff apart from other Applicants. He excels at every part of this process, from authoring corrective action plans to constructing Lean operational reviews.]

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.



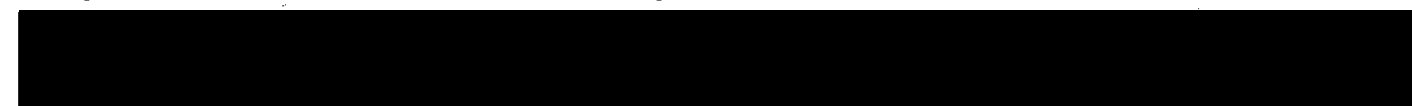
3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but 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.

[Our projected capital expense budget is based on solid figures derived from the experience of a Master Grower and consultants with experience in other states. Both the Dispensary and the Cultivation/Processing Facilities are located onsite at our secured location in Worcester. The total projected capital expense budget for both projects is \$455,000 and is broken down as follows: Planning and Build Costs - \$197,500, Equipment Costs - \$205,000. Broken down another way, the costs are as follows: Cultivation/Processing Facility - \$195,000, Dispensary \$90,000 and Security Systems for both locations and transport - \$65,500.

Developers assisted with build out costs for both the Dispensary and Cultivation/Processing facilities. The organization's Master Grower provided detailed capital expense figures for an expansive cultivation build out area totaling upwards of 5,000 square feet.

The Dispensary has a projected capital expense of \$90,000. The interior build out of the space is estimated at \$14,900. Display cases, cabinets and containers is quoted at \$4,000. Furniture, fixtures, office equipment, computers, website and signage is estimated at \$6,000. Finally, the software including the Medbox POS and dispensing technology costs \$50,000.

The Cultivation & Processing Facility has a projected capital expense of \$195,000. There is a general facility build out of \$24,000 that covers construction, HVAC, and electrical. Site clean-up and preparation is estimated at \$2,500. The summary expenses for the Cultivation & Processing Facility are detailed by Room on internal cost projection spreadsheets. There are four types of cultivation rooms: mother, propagation, vegetative and flower. The projected capital expense for the cultivating room's equipment is \$70,000. Expenses for the cultivation rooms include lighting, ballasts, hoods, fixtures, fans, controllers, dehumidifiers, duct work, charcoal filter ventilation systems, A/C, and water systems.

The processing area has five rooms: the flower separating room, and rooms for drying, curing, MIPs production and storage. The projected capital expense for the processing rooms is \$75,000. The largest line item expense in the MIPs room is for the extraction technology at \$24,995. This equipment will be used to extract the medicinal components from the marijuana that will be infused in edibles and topical medicines. The MIPs will be produced in a commercial kitchen setting, along with an area for creating topical salves and creams.

Security systems for both locations and transport vehicles was quoted at \$62,500. Safes were quoted at \$3,000. Perimeter fencing at cultivation facility is estimated at \$10,000.

Total capital expenses are projected at \$452,500.]

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.

[Total projected revenues for year one are \$1,606,196. Of that amount, \$1,515,280 is for sale of medical marijuana, oil and MIPs. \$90,916 represents supplies sold which we estimate to be 6% of total medicine sales for the year. Based on Massachusetts income data, 16% of the population lives below 300% of the federal poverty rate. The revenue model assumed that 16% of sales will be for hardship. These hardship sales are at a 20 or 50% discount to the retail sale price. Total projected expenses are \$1,518,759. Net operating activity or difference is projected at \$0 due to a \$87,437 payment to local charities and community outreach programs.

Our RMD's revenue forecasting model is based on demographics for the dispensary location. By the end of year one, it is projected that 1,457 patients will be purchasing medicine from the dispensary. The projections assumed that, based on information from California's medical marijuana patient consumption data sets, patients will consume up to one half gram of marijuana per day. The average projected unit sale per patient will be for 3.5 grams of medicine. Based on our revenue model, four hundred ten pounds 132,587 grams of medical marijuana will be purchased through the dispensary during year one at a sale price equivalent to \$11.42 per gram. Thus, total projected medical marijuana revenues for year one are \$1,515,280.

Projected expenses for year one are \$1,518,759. Thirty-three percent, \$500,000, of this expense is for payroll and benefits.

Security monitoring of both facilities and transport vehicles was quoted as \$4,240/month or \$50,880/year. Office supplies, monthly software fees, media expenses and technology are projected at \$16,000 for year one. Finally, Community Outreach Program Support which includes educational sessions, counseling, classes, resources and support services to patients, caregivers and the general public has been budgeted at \$36,000 annually, not including charitable giving.]

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.

[Detailed summary of 3-year business plan.

1. Strategic Planning Assumptions and Goals:

\$452,500 - Capital Expense Budget.

Average price per gram \$11.42 or \$320/ounce equivalent.

Sell all product grown through the RMD.

May 1st, 2014 - Dispensary opens doors for business.

Sell the equivalent of 301 pounds of marijuana in year 1, 635 in year 2, 847 in year 3.

Break-even – January 2015.

Projected expenses are sufficient to cover operations.

2. Utilization Projections

It was important to be conservative in revenue forecasts. Projected revenues are well below actual data derived from states that have medical marijuana, namely California, Arizona and Colorado. This was done to ensure that the company may be viable and sustainable relative to its projected expenses.

A. Average patient usage rate of 11 grams per month (a very conservative at less than 1/2 California's average medical patient usage).

B. Utilization rate among eligible cohort: 6.8% in year 1; 10.5% in year 2; and 14% in year 3.

C. The explanation of utilization and demand are detailed in Section 7.9



3. Growth Projections

The growth projections take into account the cumulative affect resulting from expanding awareness, education, understanding and acceptance of medical marijuana in the health care industry, as well as, amongst the general and eligible patient populations.

Growth Assumptions:

A. Month 1 - 301 customers are projected to purchase from the RMD, increasing to 1,457 customers by the end of year one; 2,258 in year 2; and 3,011 in year 3.

B. 37,882 total customer visits in year 1; 58,708 in year 2; and 78,286 in year 3.]

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).

[Applicant has made inquiries to the following agencies and has received quotes necessary to establish a policy to satisfy the requirements set forth in 105 CMR725.105(Q).

1. A.J. Renner & Associates:

<http://www.ajrenner.com/programs-and-products/medical-marijuana-protection/>

2. GP Insurance:

<http://www.gpinsurancebrokers.com/>

3. Greenpoint Insurance:

<http://www.marijuanadispensaryinsurance.com/mmj-menu/>

4. Cannasure Insurance Services:

<http://www.cannasure.com/products/dispensaries/>]

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.

[170 Prescott St Worcester, MA 01605. Evidence of binding permission to use the premises attached hereto.]

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).

[170 Prescott St Worcester, MA 01605. Evidence of binding permission to use the premises attached hereto.]

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).

[170 Prescott St Worcester, MA 01605. Evidence of binding permission to use the premises attached hereto.]

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.

[We contacted relevant municipal officials to seek local support for our RMD cultivation processing and dispensary sites. Upon request of each municipal official, we submitted documentation describing our operational plan, business plan, and security protocol to be implemented at our RMD. We confirmed that the identified location of our RMD is located in an area of permissive zoning with respect to our permitted use. We did not encounter opposition.

In our discussions, we described and addressed questions as to the location, potential for sensitive neighbors, security arrangements, operational protocols, experience of our team, our proprietary dispensing technology, the experience of our consultant, Medbox, Inc. in other states, and other local concerns.

We obtained the attached letter expressing support/non-opposition.

By way of background, we discussed our proposed RMD with several municipal officials. We recognize that each municipality is unique. As each municipality encounters the change of law embodied in Chapter 369 of the Acts of 2012, its leaders, officials and voters develop a unique reaction. The Massachusetts tradition and law of Home Rule encourages each municipality's leaders to seriously and professionally deliberate as to the potential positive and negative impacts of a RMD on their community. We respect this phenomenon and recognize, just as the varying laws of the fifty (50) states affect change and alter the law of the United States, the varying approaches of the Commonwealth's 351 cities and towns accelerate the learning and focus of the minds of those seeking to operate a RMD within the Commonwealth. We fully understand that the location of a RMD is a sensitive community issue. Our presentations have stressed the secure, controlled, and therapeutic environment under which we will operate our RMD. Our team recognizes, in order to maintain strong, positive community relations, we need to maintain a quality operation for the cultivation and dispensation of medical marijuana in a controlled environment in accordance with the laws of the Commonwealth and the municipality. We commenced our discussions with an openness to learn from the municipal officials, leaders and citizens. As we pursue local zoning and other permits, we will continue to maintain an open and responsive dialogue with officials of the Commonwealth and the municipality. We are confident that

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.

our experience, described at Questions 2.1 to 2.5 of our application, and our ability to draw upon the experience of our consultant, Medbox, Inc., who has served as operational advisor to numerous dispensaries throughout Arizona, California, Washington, Colorado and other states), will provide us with the ability to continue to constructively and proactively address local questions and concerns.]

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.

[Our RMD (combined cultivation, processing and dispensary) will be compliant with local codes, ordinances, zoning and by-laws, as well as state requirements. Our operational team has thoroughly studied the various regulations, as well as the requisite municipal bylaws and ordinances application to the operation of our RMD. We retained an experienced consultant to advise us in all aspects of the application, permitting, design/build and operational aspects of our RMD. We assembled and will maintain a superb team of consultants (including lawyers, architects and engineers) to seek and obtain municipal zoning and building permits and construct a RMD in full compliance with building code and Architectural Access Board Standards (collectively "AAB") and other applicable state and local laws. We will actively communicate with (and listen to feedback from) DPH, other state officials and municipal officials to assure compliance.

We identified that under the applicable Section of the municipal zoning code, a special permit is required to allow the RMD use. In the event we are granted a registration for our RMD, we will work with DPH to provide architectural plans for the rehabilitation of the existing building for use as a RMD pursuant to 105 CMR 725.100(B)(5)(F). We will coordinate the DPH review with municipal review of the architectural plans to identify and resolve as soon as possible any conflicts between DPH requirements and local requirements (zoning, building code, AAB or other). Our experienced team is familiar with the potential for governmental requirements to seemingly conflict and is adept at facilitating prompt, open, and constructive communications amongst architects, engineers, lawyers and government officials. Experience shows that such efforts resolve issues quickly and effectively.

As our team pursues the zoning special permit, we will do so with a similar openness and a spirit of constructive, cooperative communication. We will submit the application in compliance with municipal requirements. We will actively participate in the required public hearing process. We also will actively outreach to the neighbors, the prospective patient community, and to police, fire and Department of Public Works officials. We will solicit input and commentary and actively listen to responses received. We will anticipate questions and concerns from neighbors and others and maintain open communications with the community to address concerns as they arise. We know that engaging the entire community, listening to concerns, providing full and complete responses (and seeking possible common ground) leads to a successful permit process.

We recognize that not all citizens agree with Chapter 369 of the Acts of 2012. Our team will listen and address all legitimate questions and concerns while adhering always to the protocols of the DPH.

In addition, and so as to assure the DPH, we voluntarily intend to provide the DPH with a conventional legal opinion from Massachusetts real estate counsel as to compliance of our RMD with Massachusetts zoning and AAB law prior to commencement of operations. Such opinions often are required by banks when making

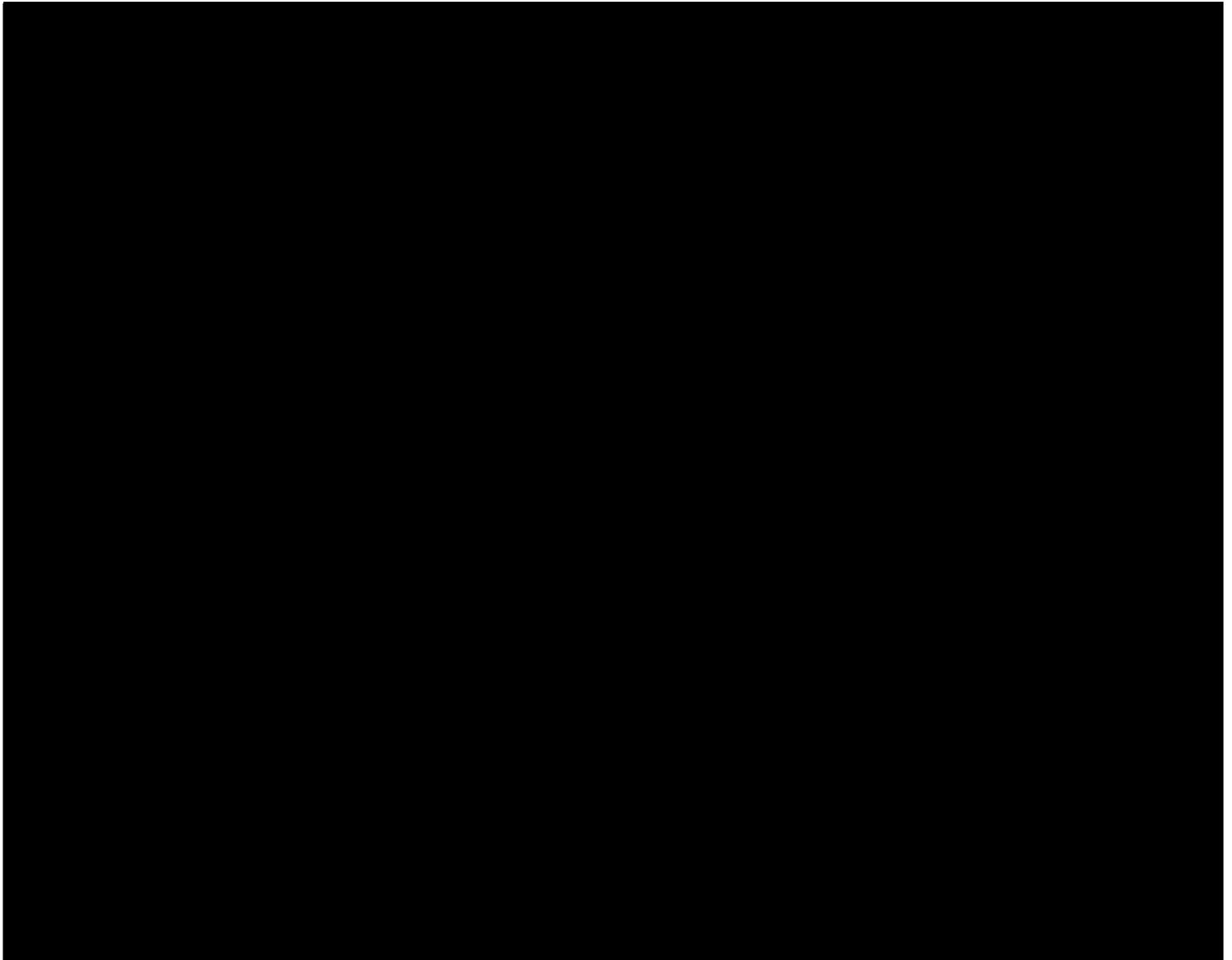
loans and we believe that the tender of such an opinion will assure DPH of the compliance of our RMD with the laws of the Commonwealth and the municipality.]

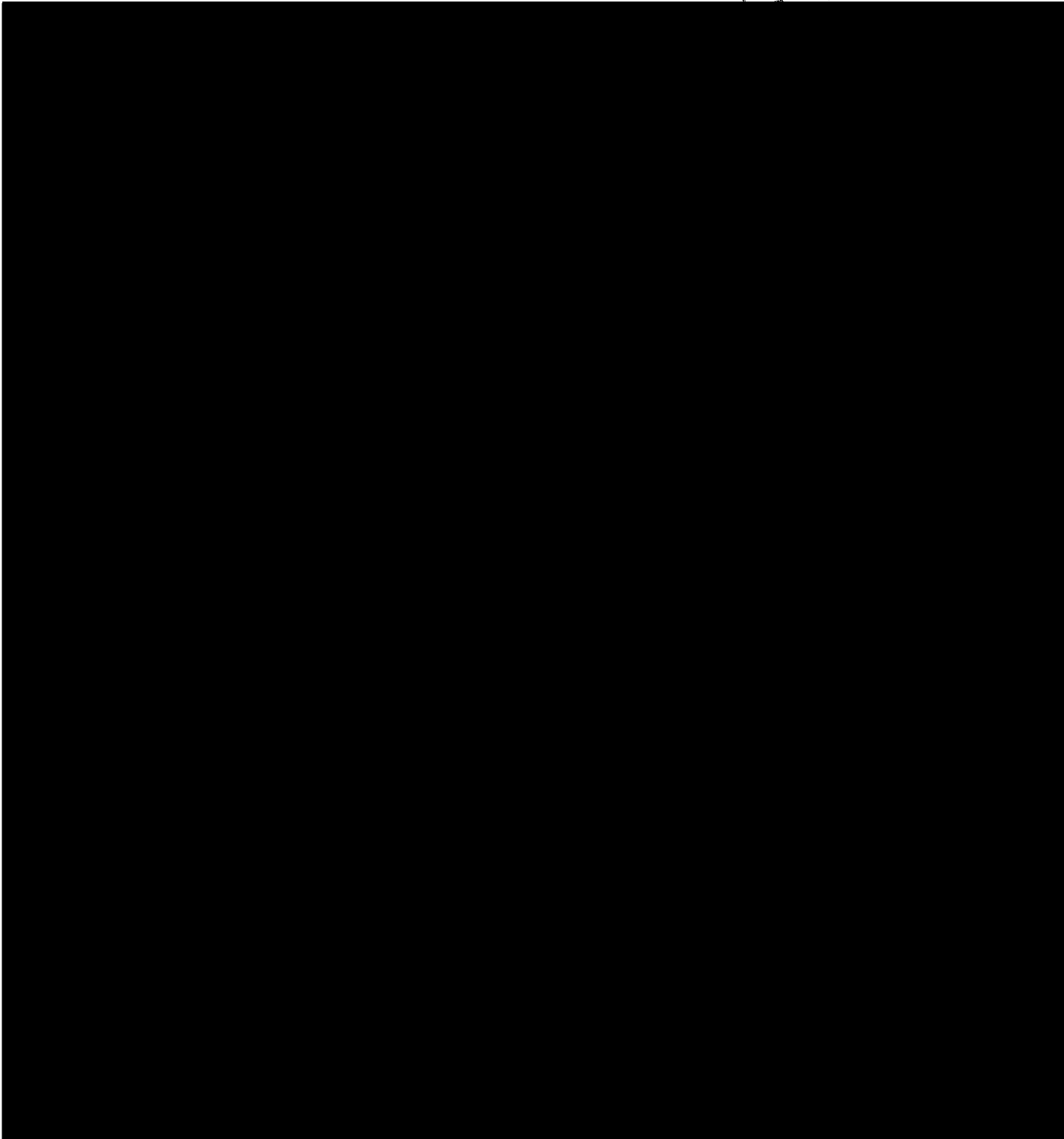
5.7 Describe the applicant's plan to continue to develop and maintain a positive relationship in each community in which the RMD is/will be located.

[Our Organization, a Massachusetts non-profit Corporation, mission is threefold: to provide our qualified patients with the highest quality medicine and care, to give back to our local community and those in need, and to operate securely and in full compliance with the laws of the State of Massachusetts.

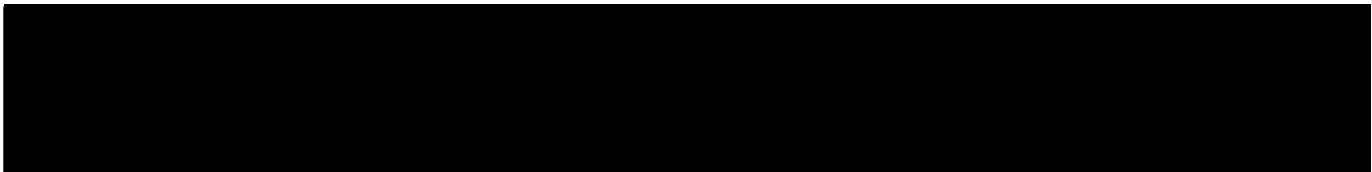
The Corporation will donate 100% of its surplus to causes vetted and approved by its Board of Directors. We have created our organization with the intention of adding members to our Board of Directors that will promote a more collaborative and altruistic work environment with like-minded philanthropic individuals and entities. In particular, we will develop relationships with leaders of local cancer treatment centers as well as nearby Veteran's Hospitals with the goal of optimizing our charitable reach.]

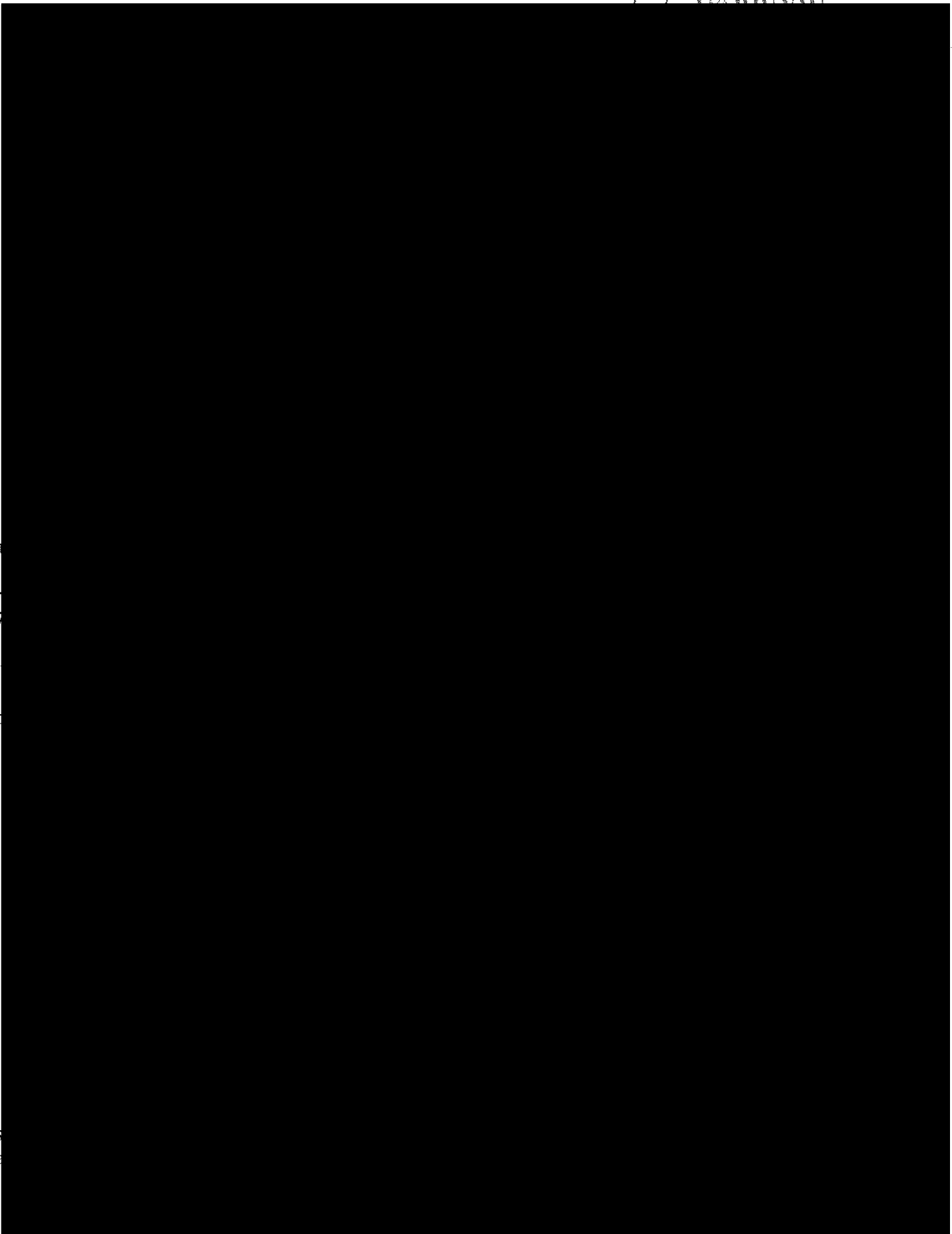
5.8 Provide a description of the proposed enclosed, locked facility that would be used for the cultivation and/or processing of marijuana, including steps to ensure that marijuana production is not visible from the street or other public areas. Note that the security plan will be reviewed as a component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





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





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6. Staffing Plan and Development

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

[The Applicant's proposed Staffing Plan follows below. Preliminarily, all job offers are contingent on candidate's ability to obtain proper credentialing as an RMD Agent per 105 CMR 725.030 et seq.

All positions are full-time, salaried positions. All personnel will be expected to be onsite at all times that the RMD is open. The Applicant proposes to hire: 1 Dispensary Manager, 1 Cultivation Manager, 1 Receptionist, and 2 Wellness Consultants/Cultivation Assistants. In areas with a large Spanish speaking population, at least one Wellness Consultant/Cultivation Assistant will be bilingual in Spanish and English. If not performing dispensing functions, Wellness Coordinators will be expected to assist the Cultivation Manager and Dispensary Manager with any additional duties assigned to them. At least one Wellness Coordinator must be physically present in the RMD dispensing area whenever the facility is open for business.

All positions described herein offer significant room for advancement. The RMD's Operations will be a constant "work in progress," to the extent that new products/services become available, the patient base expands, and relevant laws are revised/updated. Given the fluidity of the job descriptions, every RMD staff member will have the opportunity to be "cross trained" in every aspect of the business, and become "best in class" providers of compassionate care. Finally, please note that salary figures referenced herein are approximate, and subject to modification by the Executive Management Team.]

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.

[CORI registration was completed for the RMD prior to this application submittal.

CORI Background Checks Required for All Prospective Employees:

Any job offers are contingent on candidates successfully passing a CORI background check. The Applicant has completed their enrollment on the "iCORI" system, through the Department of Criminal Justice Information System. This will enable representatives of the Executive Management Team to be able to compile a CORI check on each staff member working at the RMD at hire, and also on an ongoing basis.

Staff Job Descriptions/Experience Required:

Dispensary Manager: 1 Position

Reports to: Executive Management Team

Experience Required:

- Licensed Medical Assistant from an Accredited program or comparable, verifiable, health care industry experience required. RN's will receive priority application status.
- Basic knowledge of MMJ industry at a minimum; willingness to engage in ongoing training and quickly become a "Subject Matter Expert" on the palliative use of cannabis.
- Additional skills required: fluency with Microsoft Office Suite, strict attention to detail, ability to manage multiple projects simultaneously, superior oral and written communication skills. Ability to adapt to constantly changing conditions/priorities.

Job Description:

- Manage all day-to-day Operations of the RMD, including but not limited to: training and overseeing Receptionist and Wellness Consultants, conducting performance evaluations, and performing all duties assigned to Receptionist and/or Wellness Coordinator in case of an unexpected staff shortage.
- Coordinate with patients' physicians to ensure that treatment plans are being adhered to; maintain ongoing up to date knowledge of each patient's medical records.
- Ensure that all record-keeping and record-retention requirements are met.
- Handle confidential information with maturity and discretion and in compliance with all laws and regulations.
- Develop Dispensary Operations budget in coordination with Executive Team and Cultivation Manager.

Wellness Consultant/Cultivation Assistant: 2 Positions

Reports to: Dispensary Manager.

Experience Required:

- Bilingual in English/Spanish (Where applicable; bilingual candidates eligible for upper end of salary range).
- 2-Year Associate Degree (any major) required of all Wellness Coordinators.
- Medical experience preferred but not mandatory.
- Basic understanding of plant genetics and cultivation procedures; non-MMJ home gardening/hydroponic/greenhouse experience is acceptable.
- Prior professional horticulture experience preferred.
- Demonstrated experience working effectively as a member of a team.

Job Description:

- Responsible for the delivering the highest level of compassionate patient care in the MMJ industry from the moment that patients are admitted to the RMD.
- Become a "Subject Matter Expert" on RMD products and services; guide clients to the specific types of medication and related products, per their Certifying Physician's prescription, that will be most therapeutic for their specific conditions and needs.
- Dispense prescriptions from the Medbox machine, per direction of Dispensary Manager.
- Other responsibilities as assigned by Dispensary Manager.
- Assist Cultivation Manager, as directed, in all facets of cultivation process. NOTE: This is a "dual" position; candidates should be ready to perform both dispensing and cultivation functions as required.

Receptionist/HR Coordinator: 1 Position

Reports to: Dispensary Manager

Experience Required:

- 2-Year Associate Degree (any major) required.
- Human Resources Degree/Certificate preferred -- candidates with this skill will be eligible for upper end of salary range.
- Medical experience preferred but not mandatory.
- Computer fluency with MS Office Suite, website/social media updating, and strong internet savvy necessary.

Job Description:

- First point of contact at RMD. "Director of First Impressions" for the facility.
- Greet patients, and perform initial patient verification process in conformance with all provisions with Massachusetts state law.
- Receptionist must confirm that patients have appropriate documentation each time they come to the dispensary, and have first time Caregivers sign compliance statement acknowledging their rights and

responsibilities under the MMJ program.

- Order office supplies, and coordinate with vendors for all professional services required for the dispensary (security companies, repair people, IT consultants, etc).
- Aides in various research and/or special projects; all other duties as assigned.

Cultivation Manager: \$40-50k; one position

Experience Required:

- Mandatory Qualifications: BA or higher in horticulture, floriculture, ecology, botany, natural resources, horticultural/ecological restoration, range management, and/or any other directly related field.
- The educational requirement may be substituted for three (3) years of commercial cultivation and/or horticultural experience with progressively increased Management responsibilities.
- Previous experience with cultivating MMJ is preferred, but not mandatory.
- Prior experience with commercial crop growing, organizing and record keeping.

Job Description:

- Directs all aspects of marijuana production, ensuring the environment remains optimal for plant growth (watering, pruning, planting procedures, fertilization/nutrition etc).
- Manage warehouse logistics, such as the transportation, procurement, and purchasing of materials, and making sure all procedures are compliant with state and local policies.
- Organic Pesticide application, Management including identifying pests and creation of environmentally sound, non-toxic action plans.
- Responsible for compliance with all MA laws governing RMD Production Facilities, including but not limited to Sanitation procedures.]

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.

[All positions described herein offer significant room for advancement. The RMD's Operations will be a constant "work in progress", to the extent that new products/services become available, the patient base expands, and relevant laws are revised/updated. Given the fluidity of the job descriptions, every RMD staff member will have the opportunity to be "cross trained" in every aspect of the business, and become "best in class" providers of compassionate care. The salary figures referenced herein are approximate, and subject to modification by the Executive Management Team.

1 Dispensary Manager \$38-\$45k, 1 Cultivation Manager \$40-50k, 1 Receptionist \$27-\$30k, and 2 Wellness Consultants/Cultivation Assistants \$27-\$30k. All new employees work on an introductory basis for a period of ninety (90) days from the date of hire. If an employee is absent for any significant time during the introductory period, the time may be extended by the length of the absence. If management determines that the introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended.

During the introductory period, the new employee will be given the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The RMD will use this time period to evaluate the employee's capabilities, work habits, and overall performance. It is also a time to get to know their co-workers and the managerial staff. They will learn about company policies and the tasks that are involved in their position. The introductory period does not affect the employment status of an employee being "at will". "At will" means that the employment relationship may be terminated at any time, for any non-discriminatory reason by either party.

ORIGINAL

During the introductory period, the employee will be eligible for benefits that are required by law. All other benefits will become effective after successful completion of the introductory period.

For purposes of salary administration, eligibility for overtime and other benefits, the RMD classifies its employees as follows:

Full-time Regular Employee: An employee that is hired to work 32 hours or more in a normal work week on a regular basis. These employees may be "exempt" or "non-exempt" as defined below.

Part-time Regular Employee: An employee that is hired to work less than 32 hours in a normal work week on a regular basis. The employees may also be "exempt" or "non-exempt". Temporary Employee: An employee that is hired to work either full or part time for the company with the understanding that their employment will be terminated upon completion of a specific assignment.

These employees may be "exempt" or "non-exempt".

Non-exempt Employee: An employee that will be paid at least minimum wage and will be paid overtime for hours worked in excess of 40 hours of a normal work week.

Exempt Employee: An employee that is not required to be paid minimum wage or overtime for hours worked in excess of 40 hours in a normal work week. Managerial and Administrative employees are typically classified as exempt.

EMPLOYMENT REFERENCE

All requests for verification of employment for current or former employees will be referred to the office manager. This includes, but is not limited to, employment verification for credit purposes and background checks. The RMD will verify the dates of employment and the last position held. Any additional information will require a signed release from the employee.

EMPLOYMENT OF RELATIVES

The RMD will permit the employment of relatives of current or former employees if the person meets the qualifications of the position and said employment does not cause an actual or perceived conflict of interest.

EMPLOYEE CONDUCT

It is the policy of the RMD that certain rules and regulations regarding an employee's behavior and performance are necessary for the efficiency and compliance of State regulators. Our rules and regulations are intended to provide a safe and friendly place of business for our employees, patients and their family members, physicians, service providers, and visitors. Conduct that interferes with the operations of this RMD, or may discredit the company, may be offensive to others and cannot be tolerated. Employees engaging in misconduct while on duty or on company property could be subject to disciplinary action and possible termination.

MISCONDUCT

Any act, unintentional or intentional that results in disruption to the daily operations of the company, affects patient care, and/or creates unsafe environment at the facility.

DISCIPLINARY ACTION

Written disciplinary action would be placed in the employee's personnel file and could lead to grounds for dismissal.

EMPLOYEE SAFETY AND HEALTH

It is the policy of this RMD to provide a safe and healthy workplace. Our policies and procedures are aimed at safeguarding all employees.]

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

Completed list of known RMD staff attached as exhibit 6.4

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

[Dispensary Staff Training Procedures:

Following is the Applicant's Staff Training Plan. Training will ensure patient confidentiality, strengthen quality assurance, and mandate compliance with all federal, state, and local recordkeeping requirements.

1. Privacy/Confidentiality:

As a preliminary matter, every RMD agent expected to have contact with, or access to, patient records will be trained on internal policies and procedures regarding recordkeeping, including security, privacy, and HIPAA-compliance, as well as the Department's recordkeeping requirements. Patient privacy training is considered to be one of the most essential pieces of staff training requirements.

All staff with access to patient information in the performance of their duties will be informed of patient confidentiality responsibilities and requirements. They will be provided with written documentation explicitly stating that the privacy of patient information must be preserved and not discussed with unauthorized persons.

Other Confidentiality Training Topics will include (but not limited to):

- Compliance with federal laws such as HIPAA to protect patients against misuse of information identifiable to them.
- Procedures for creation of accurate and complete patient records that can be interpreted by knowledgeable, authorized third parties.
- Standardization of abbreviations, acronyms, and symbols throughout the record for consistency and record integrity
- Every employee with access to patient records is responsible for their proper handling. Each employee is accountable for safeguarding patient confidentiality and privacy; failure to do so may result in disciplinary or other adverse action up to, and including, termination.

2. Additional Training Topics Covered:

Training will also cover (but is not limited to) the following topics:

- Massachusetts Medical marijuana laws and regulations,
- Secure electronic record keeping,
- Procedures for patient reception and registration,
- Procedures dispensing of medicine using the MedBox technology;
- Personal safety, fire safety, and crime prevention;
- Our staff will be trained by appropriate medical personnel to recognize the signs and symptoms of substance abuse, including tolerance, dependency, and withdrawal;
- Security and emergency response training/disaster preparedness

3. Employee Testing to Confirm Certification of Training:

Employees will take written tests on all training content. They must pass each test by their third attempt in order to remain employed with the Dispensary. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic safety drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols.

In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement.

4. Personnel Records Documenting RMD Staff Training:

We will maintain personnel records for each employee, agent, or volunteer that includes:

- application,
- documentation of all required training,
- a signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters, and
- record of any disciplinary action taken against employee at any time during employment.

These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with the RMD.

5. Ongoing Training:

- All staff will be required to participate in "Continuing Education" classes to maintain their familiarity with current regulations, technology, and dispensary practices.
- Such "Continuing Education" will be subject to the same requirement to pass a written test confirming that the Agent has been fully briefed, and understands the relevant content.
- A Handbook, detailing the RMD policies and procedures, will be provided to staff. The Handbook will be constantly updated and revised to ensure on-going regulatory compliance.
- Continual Development of quality improvement strategies, including audits that will help us continually improve patient safety and privacy.]

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.

[A complete line item detail of the RMD's conservative start-up timeline may be found in the attached exhibit. A team of vendors, the general contractor and Master Grower are already in place. The build out capital has been secured. All materials for general build out of the cultivation and processing facility, as well as, the complete grow system components will have been pre-ordered prior to the DPH announcing the recipients of provisional licenses.

1. Cultivation and Processing Location: With the assumption that the DPH will award licenses on January 31, 2014, build out of the Cultivation and Processing Facility's (CPF) walls, insulation, electricity, HVAC and water systems will begin on February 6th followed by the installation of external and internal security systems. In the following week, build out of the cultivation rooms and processing area will commence. The projected completion date based on project timeline from both the general contractor and Master Grower is March 1st. About 30 days from the date that the provisional license is awarded.

2. Dispensary Location: Build out will begin around February 3rd and is projected to take about three weeks to complete. Scheduled completion of the dispensary is set for February 24th

Based on build out of both facilities being completed by March 1st, it is reasonable to assume that the DPH may be able to do its final inspection on March 3rd. Upon receipt of a Certificate of Registration from the DPH, we will begin planting the first seeds during the first week of March. The first harvest, of early blooming marijuana strains, will be close to April 15th. Following a two week drying and curing period, and the subsequent processing and packaging, it is projected that the first medicine will be dispensed on Thursday, May 1st, 2014.

Key Benchmarks:

31-Jan - DPH awards provisional license

24-Feb - Complete build out of dispensary

01-Mar - Complete facility, security and rooms build out at the CPF

03-Mar - DPH's final inspection

03-Mar - Receive DPH approval and Certificate of Registration

04-Mar - First seeds planted

15-Apr - Open dispensary for education, counseling and resources services

15-Apr - Harvest of 1st yield of early blooming strain

01-May - Begin dispensing medical marijuana to patients

Applicant has confidence that every benchmark will be met with ease. The applicant has chosen a consultant in Medbox that has erected over 100 dispensaries for its consulting clients over the last 4 years of operation. Medbox has successfully navigated the following issues on behalf of its consulting clients in other state-regulated dispensary programs:

- Zoning issues with local municipalities threatening to prevent state-approved dispensaries from being erected.
- Challenges to the implementation of state-regulated dispensary programs during and after the registration certificate allocation process had concluded.
- Successfully establishing dispensaries in Arizona for its many clients after all of the foregoing hurdles were cleared through painstaking processes.
- The dispensaries were built, outfitted with security systems, furnished, and possession of the premises was given "turn-key" to Medbox's many consulting clients in Arizona.]

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.

[Our year-one operating goal is to effectively manage all aspects of the operations from cultivation to dispensing; from patient service to positive cash flow. This will be accomplished by tracking, measuring and comparing on a daily basis, actual outcomes versus the operating plan for all phases of operations from cultivation and processing to dispensing, patient access and cash flow. It will be the management team's responsibility to prescribe corrective measures to ensure that the goals are being met.

We have a comprehensive operating plan covering all aspects of daily operations including:

- Cultivating: managing the grow operation, creating high yield harvests, preventing crop failure.
- Processing, packaging and storage: ensuring that the medicine will be processed and stored in a safe manner.

- Dispensing procedures: providing professional, informed services while dispensing to patients.
- Patient access: successfully servicing patients by providing safe and secure access to the medicine.
- Security: maintain a secure environment at all locations and during transport.
- Information technology: maintain the data and information systems, including access, security and back-up.
- Accounting: follow nonprofit accounting guidelines, manage cash flow, timely financials.
- Emergency procedures: ensuring specific protocols are in place in the event that an emergency arises and have a rapid response strategy involving the appropriate personnel and outside authorities.

Business practice improvements will come as a result of analyzing the outcomes occurring from build out, to cultivation and finally dispensing. Cash flow maintenance and meeting deadlines will be key measurements during year-one operations. Actual sales and expense data will be compared to budgeted line items on a weekly basis in the beginning. Variances will be identified, analyzed and proactive measures taken to adjust performance, address issues, improve operations, and then modify budgets and cash flow accordingly. With initial sales projected to begin in May, it has been calculated that the RMD will breakeven during the first 12-months of operation, April 2015.

Key Business Check-In Points

1. Day 1: dispensary opens doors 5/1.
2. End of the 1st Quarter review of patient data versus projections.
3. 1st Quarter financial review: actuals vs. projected.
4. Financial Break-even: April 2015, month 12.
5. Analyze Patient/Customer Visits Break-even figure.

The RMD will succeed by offering patients a safe and secure environment with close personal attention to symptom management. A high quality expertly grown variety of cannabis products will be available with on site medical marijuana counselors who can help guide patients towards a specific type of product and delivery system to manage their medical afflictions.]

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.

[Until recently, there was no option for legal cultivation of marijuana in Massachusetts. Therefore, the Applicant has not directly engaged in this activity in the past. However, the Applicant is committed to establishing and running an RMD that utilizes the most sophisticated production methods possible. To that end, the Applicant has enlisted the consulting assistance of Medbox, Inc., which has facilitated the Applicant's access to expert knowledge in every phase of the MMJ licensing process. The Operational Plan which follows is based on exhaustive research, and represents some of the most cutting-edge industry techniques available.

The cultivation site will employ a "perpetual harvest" growing method that provides small weekly harvests. Based on projectable plant yields and actual growing conditions, harvest projections will be conducted at regular intervals. The RMD's computerized inventory tracking system will then estimate the dry yield of plants currently under cultivation.

Most horticultural experts estimate that one marijuana plant grown in ideal indoor conditions can produce 1 lb. of product per harvest. Based on this information, the dispensary will need to have approximately

125 plants cultivated and harvested every three months. If the patient panel expands over time, the number of cultivated plants will need to expand to meet patient demand. After the first year of operation, an audit of product dispensation will permit the RMD to anticipate future cultivation needs.

The cultivation process itself will be fully compliant with 105 CMR 725.105 (B)(1)(d), which mandates that only organic pesticides may be used in cultivation. Additionally, as required by the aforementioned statutes, all cultivation will be consistent with U.S. Department of Agriculture organic requirements at 7 CFR Part 205. Furthermore, as mandated by 105 CMR 725.105 (B)(1)(e), soil for cultivation shall meet the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels. Finally, in keeping with 725.105 (B)(1)(f), at all times, best practices will be utilized with respect to limiting contaminant agents, as outlined therein.

Crop plants are grown from seeds or cuttings. Seeds and cuttings are normally taken from mother plants. Our original stock of mother plants will come from Department-authorized sources. Mother plants are kept in a separate grow room or area from crop plants. They are recorded in the inventory with their unique identification numbers, (see below), and will remain in inventory as long as they remain useful. Later, they will be used for making processed marijuana products or destroyed (as appropriate).

At maturity, the marijuana is removed from the plants, dried, cured, then weighed and entered into inventory. Trimmings may be separated for use in the processing of marijuana products such as concentrates or designated for disposal. The residual plant stalk (possibly with the trimmings) will be destroyed after the Inventory Control Agent verifies that all usable marijuana has been removed. The destruction of the residual plant material will follow the same rules as the destruction of medically unusable marijuana (See Response to Question 7.5).

Cultivation management will be accomplished via strict inventory control. As soon as a cutting or seed is planted in the cultivation room to become a crop plant, it receives a unique number that identifies it with its source (mother plant) and birth date. Crop plants are grown in trays, usually of 8 plants each. Each crop plant has a unique tray assignment, batch number, and strain type. The plants remain in cultivation inventory until the whole tray is harvested at once.

Every medical marijuana plant in our facility will be tagged with a unique (sequential) identification number. This number is visibly displayed and also encoded in an electronically readable format (a bar code). The inventory control tags will be created using a thermal bar code printing technology.

The inventory tracking software can also provide (at any given time) an accurate snapshot of current production conditions, how many plants are being cultivated, and the stage of each plant in the supply chain. This, in turn, enables the RMD to predict and control production outcome.

For each batch of marijuana cultivated, the inventory tracking system will document the batch and individual plant numbers, whether the batch originated from seeds or cuttings, and the origin and strain of the seeds or cuttings planted. It will also trace the number of seeds or cuttings planted in a given batch, the date the batch was planted, and any additives, including organic pesticides, herbicides, and fertilizers used in the cultivation.



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.

[Per 105 CMR §725.105(3)(q), the following describes the Applicant's proposed quality control procedures. The Applicant strives to produce the highest quality medication available.

To ensure product that is free of organic contaminants, no pesticides will be employed during cultivation and harvesting. The RMD will employ rigorous methods to prevent pest infestation and adulteration of plants with mold, bacteria, or other contaminants.

Creating an environmentally-friendly and user-safe product means avoiding (as much as possible) the use of chemical fertilizers and pesticides. This can be best achieved by using preventive measures and growing conditions, including:

- Limiting human traffic/equipment brought into the facility that can be used as vehicles for pests and contaminants;
- Isolation of compromised plants and quarantining them in a designated mitigation area;
- Abidance with clean room policies and clearances;
- Adherence to site cleanliness and sanitary practices;
- Environmental control to minimize introduction and growth of pests through a closed growing environment;
- Production of products free of heavy metals;
- Separation of cultivation areas to prevent cross-contamination;
- Systematic pruning to prevent accumulation of decaying plant matter that could provide favorable growth conditions for pests;
- Introduction of predator species that naturally prey on unwanted pests; and
- Selecting pest resistant strains.

There are also remediation methods that can avoid or minimize the need for harsh pesticides:

- Application of botanically-based, organic pesticides, fungicides, miticides and insecticides of low toxicity and short environmental persistence;
- Remediation methods that include eradicating mold, bacteria, pests and diseases;
- Ultraviolet disinfection to control biological contaminants; and
- Alternative methods of remediation including CO2 overdose and Radionics.

Whenever possible, the RMD will use non-pesticidal methods of pest control, including natural predators, organic miticides, and co2 enrichment. However, it might sometimes be necessary to utilize small amounts of pesticides in order to ensure an uncontaminated product. In that case, we will use only organic compounds, safe for use on products intended for human consumption.

The RMD will keep strict records of the cultivation history of every batch of medicine, including any pest or disease control measures taken. We will also analyze its cannabinoid profile, and determine its potency.

Any medical marijuana found to be unusable, whether because of compromised quality, excess THC, or any other reason, will be segregated for disposal or (where possible), for alternate use in processing marijuana-infused products. The dispensary will maintain these quality control records in its secure database for five years and make them available for review on request.

Product will be destroyed if it is found by internal quality control assessments to be infected, contaminated or failing to meet other quality control standards. Moreover, if a plant is detected to fails one of our quality assurance/quality control (QA/QC) tests, it will be recycled as compost.

Regarding laboratory testing, we have yet to find a Massachusetts laboratory that offers these services. Therefore, we are in the process of reaching out to CannaSafe Analytics, which describes itself as the "only ISO/IEC accredited cannabinoid profiling laboratory in the nation." This facility is devoted to performing the most technologically advanced quality control tests for medical marijuana that are currently available, and indicates a direct intent to service Massachusetts RMD's.

While ultimately, we would prefer to utilize a Massachusetts-based laboratory for testing, it does not yet appear to be option. Therefore, as of today, the Applicant believes this is the most sophisticated, safest, accurate and reliable avenue for marijuana testing.]

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.

[1) Disposal of cultivated Marijuana/MIP's:

Marijuana may be destroyed if it goes unused, (as when a variety is produced in a quantity that exceeds actual patient demand), if it is found by internal quality control assessments to be infected, contaminated or fail to meet other quality control standards, if it is recalled due to batch-related quality control concerns, if it is returned by a qualified patient or primary caregiver because it was found to be defective, or if it is no longer needed by the patient.

For all marijuana recalled/disposed of during the cultivation process (due to quality control concerns), the inventory tracking system will document:

- Description of and reason for the marijuana being disposed of, including, where applicable, the number of male, failed, contaminated, infested, or otherwise unusable plants;
- Date of disposal;
- Method of disposal, and
- The name and registry identification number of the dispensary agent responsible for the disposal (including signatures).
- The RMD will keep disposal records for at least two years.

Per 105 CMR 725.105(J)(4) the RMD will accept at no charge, unused, excess, or contaminated marijuana from a registered patient or personal caregiver, and destroy it as required by the regulations referenced herein. The RMD will maintain a written record of patient returns, including name of the supplying registered qualifying patient or personal caregiver.

For all marijuana disposed of onsite (via patient returns or for any other reason), the inventory tracking system will document:

- the control numbers associated with the marijuana destroyed;
- the reason it was destroyed;
- the manner in which it was destroyed;
- the amount destroyed;
- the date and time it was destroyed, and
- those present during the destruction (including signatures).
- The RMD will keep disposal records for at least two years.

By tracking product disposal so thoroughly, the Applicant's inventory tracking system provides transparency, which consequently functions as a security measure that will avoid diversion of unused product. Put simply, anything disposed of will be traceable to its electronic control number. The controls that the Applicant will have in place will require written proof that said inventory was, in fact, destroyed in compliance with Massachusetts law.

2) Waste Disposal Procedures:

All waste, including waste composed of or containing finished marijuana and MIPs, shall be stored, secured, and managed in accordance with all applicable state and local statutes/regulations. Thus, the Applicant's Waste Disposal Procedures shall in all respects be compliant with 105 CMR 725.105 (J)(2) and(3) et seq.

As required by statute, liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with requirements for discharge into surface water (314 CMR 3.00), groundwater (314 CMR 5.00), and sewers (314 CMR 7.00). Or, it will be disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00.

Solid waste generated at a RMD will be disposed of as follows:

(a) Incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection (DEP). No fewer than two RMD Agents will witness and document destruction (and document via the process outlined above); or

(b) Disposal in a landfill holding a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located. No fewer than two dispensary agents must witness and document disposal in the landfill (via the process outlined above); or

(c) Grinding and incorporating the medical marijuana waste with solid wastes such that the resulting mixture renders the medical marijuana waste unusable.

Once such medical marijuana waste has been rendered unusable, it may be disposed of as allowed by 105 CMR 725.105 (J).]

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.

[For many patients, consuming medical marijuana orally in food products is a preferable delivery system (versus inhaling the smoke of burned marijuana). It appears that the oral consumption of marijuana has a slower onset of action, but likely has a longer physiological effect.

Edible marijuana is usually baked in brownies or cookies, and sometimes made into a candy. Also, like other herbs, marijuana may be made into a tea, and/or infused into different types of (non-alcoholic) beverages.

The dispensary anticipates producing the following kinds of marijuana-infused edible food products: Baked goods, marijuana infused margarine for cooking marijuana infused juices and beverages, marijuana tea, and powdered marijuana for food seasoning.

The preparation, sale, and dispensing of marijuana-infused edible food products will take place in accordance with applicable regulations for the commercial preparation of food in the State of Massachusetts. MIP production will be compliant, in all aspects, with 105 CMR 725.105 (C)(5)(a) and (b), which prescribe specific mandates for food handling, sanitation requirements, and labeling (Labeling is discussed in further detail below). Furthermore, all food will be prepared in a manner consistent with the requirements of a high-risk population, including (but not limited to) the standards enunciated by 105 CMR 300.000 et al.

Additionally, all aspects of marijuana processing (with respect equally to MIP's and the leaves and flowers of the "female" plant itself) shall comply with the sanitation requirements mandated by 105 CMR 725.105 (C)(6), and all related subsections. The importance of personal cleanliness and the maintenance of a sanitized facility (as defined by the U.S. Environmental Protection Agency) cannot be underestimated, and will be stressed repeatedly throughout RMD Staff Trainings (see Section herein).

Dispensing and inventory tracking of MIP's will be accomplished utilizing the MedBox system. Medical marijuana or marijuana infused food products will be dispensed from a patented Medicine Dispensing System (MDS), called a MedBox. The MedBox utilizes pre-paid member contribution cards. The qualifying patient or designated caregiver registers with the dispensary and obtains a member card that contains patient

information and their unique biometric fingerprint. Information is stored on a software program in the MedBox. Before receiving any medical marijuana, the qualifying patient or designated caregiver must place the member card in a verification module located at the counter and provide their fingerprint to ensure that the individual is a qualifying patient or designated caregiver. The patient information, such as identity, registry identification number, the doctor referral, and the amount of marijuana that has been purchased in a two week period, is verified before the MedBox machine will dispense any product to a dispensary employee, where the medicine is reweighed, then packaged appropriately before given to the patient.

The product is secure in the MedBox and can be dispensed only in designated quantities to qualifying patients or designated caregivers who are registered with the Dispensary and whose identity is verified through fingerprint biometric verification. This ensures that only authorized individuals can receive medical marijuana. The software also ensures that the patient's authorization from a licensed physician to possess and use marijuana is still valid. The transaction will be monitored by a camera system inside the MedBox as well as by a surveillance camera located above the dispensing area. The entire transaction can be observed in real time and recorded in the security system. Access to the dispensing area will be granted only to qualified dispensary agents and to qualifying patients and designated caregivers who have checked in with reception and been verified by a dispensary agent. The inventory tracking of dispensed food products follows the same procedures as other marijuana products discussed herein.

With respect to packaging and labeling, the Applicant will comply with 105 CMR 725.105(C)(5)(b), which requires MIP's to be packaged in an opaque package. Additionally, edible MIP's will not bear any type of reasonable resemblance to

Furthermore, MIP's will be labeled as required by 105 CMR 725.105(E)(3), which mandates:

The RMD shall place 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 at a minimum the following information:

- (a) The registered qualifying patient's name;
- (b) The name and registration number of the RMD that produced the MIP, together with the RMD's telephone number and mailing address, and website information, if any;
- (c) The name of the product;
- (d) The quantity of usable marijuana contained within the product as measured in ounces;
- (e) A list of ingredients, including the cannabinoid profile of the marijuana contained within the product, including the THC level;
- (f) The date of product creation and the recommended "use by" or expiration date;
- (g) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- (h) Directions for use of the product if relevant;
- (i) A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2);
- (j) A warning if nuts or other known allergens are contained in the product; and
- (k) This statement, including capitalization: "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."]

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.

[III. DISPENSING PROCESS:

The physical act of "dispensing" will be accomplished via use of the patented Medbox machine. The Medbox is a secure dispensing vault which enables patients to safely access their medicine through an RMD employee. The system resembles how hospitals use medication dispensing equipment, called Pyxis, to distribute sensitive narcotics to medical staff for administration to the end-user (patient).

Medbox is a patented dispensing system and software program that utilizes pre-paid member contribution cards that are debited once a registered patient receives medicine from the machine through a clinic employee. The Medbox will only be accessible by Dispensary employees. The machine will be stationed behind the counter, where only licensed RMD agents are allowed. Each pre-paid patient card is encoded with the patient's unique fingerprint, and patient information which is kept onsite through the system.

Using Medbox's biometric recognition technology, the RMD agent can easily document that:

1. The patient or caregiver has a valid State of Massachusetts Registry card that allows them to legally obtain medicinal cannabis;
2. The medicine requested is in keeping with the certifying Physician's prescription, based on the patient's particular Debilitating Medical Condition (as defined by 105 CMR 75.004);
3. The qualifying patient is not exceeding the quantity limits established by their physician, and as codified by 105 CMR 725.004, and 105 CMR 725.105 (F)(1)(2) (a)-(c).

The patient will be able to view a selection of sealed, one-gram "sample" jars from which to select the appropriate strain. This display system is compliant with 105 CMR 725.105 (L)(10).

Once the patient indicates which medicine s/he needs, and the amount requested, the RMD agent will enter this information into the Medbox Point of Sale (POS) System. The POS will confirm that the patient's credentials -- and the amount requested is valid -- thereby enabling the vending unit to dispense a "vial" containing the medicine. Thus, the machine ensures that the patient's prescription is being filled with complete precision.

This system virtually eliminates the potential for fraud and diversion. In essence, the machine acts as a virtual "pharmacist," integrating an overlay of security "checks and balances." The Medbox unit constantly monitors individual patients' prescriptions, while simultaneously leveling an electronic barrier against theft and misuse of the medication.

Moreover, the Medbox software allows each transaction to be tracked internally for accounting and compliance purposes. Patient information is all kept securely onsite; the software is completely self-supportive and does not require an internet connection. This ensures that medicine will be dispensed via the safest, securest, most traceable method possible.

Once the transaction is completed, the RMD agent will enter the following into the Medbox software system and the individual patient's record: the amount of medication dispensed; whether the medication was dispensed to the qualifying patient or to the qualifying patient's designated caregiver; the date and time the medical marijuana was dispensed; the RMD agent's registry identification number, and the RMD registry identification number.

While this information will be clearly documented and easily auditable, it shall regardless be kept strictly confidential. All patient records must comply with federal, state, and local privacy laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

IV. INVENTORY CONTROL:

The Applicant's Inventory Control System will satisfy the "Real Time Inventory" requirement, as defined by 105 CMR 725.004, and codified by 105 CMR 725.105(G)(2) et seq. This provides that an RMD shall "[U]se a single electronic system to capture everything that happens to an individual marijuana plant ... [which] shall utilize a unique plant identification and unique batch identification." The technology that the

Applicant will use for Inventory Control will accomplish "seed to sale tracking" methodology, as required by Massachusetts law. 105 CMR 725.105 (G)(5) et seq.

The RMD will designate an Inventory Control Agent responsible for inventory tracking and control. The Inventory Control Agent will have operational oversight over and responsibility for the inventory control system. This individual will be responsible for seeing that this Inventory Control Plan is implemented and operates as intended.

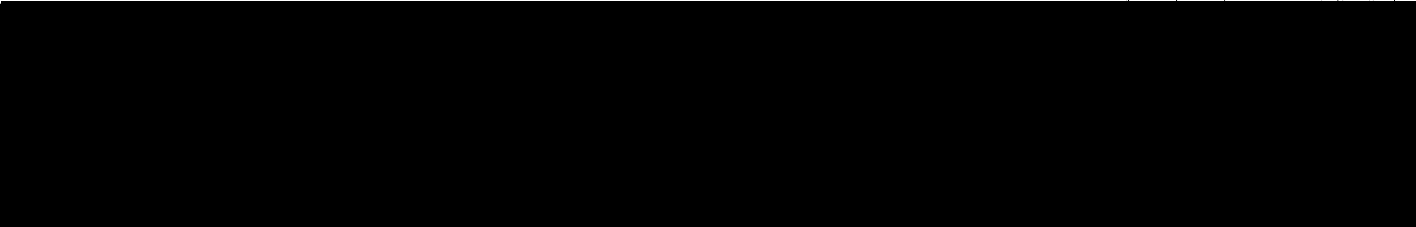
The agent also bears responsibility for ensuring that the electronic tracking system is operating properly, that daily opening and closing inventories are performed as required, and that manual inventory results tally with electronic records. Further, the agent is responsible for performing a full audit of the inventory and inventory records at least once every 30 days and formulating corrective action plans if discrepancies are detected (see below).

"Seed to Sale" Tracking:

The Applicant's inventory tracking system will combine the Quick Books Retail Inventory software system, and the proprietary and MDS-Medbox software technology. The Applicant will limit access to this network to specially designated personnel. All data will be secured, encrypted and backed up automatically every night, not only to a private server on site, but also to a secure, off-site server location, thus safeguarding data against potential loss.

Every medical marijuana plant will be tagged with a unique (sequential) identification number. This number will be visibly displayed and encoded in an electronically readable, "bar code" format. All information and history pertaining to a plant is associated with this number. Every package/processed product made from this plant bears a similar, unique control number that incorporates or cross-references the number of the plant.]

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.

[While exact figures regarding the number/distribution of MMJ patients is not currently available, the Applicant expects that their RMD's service area will comprise one of the largest "projected needs" in the state. All of the surrounding areas mentioned above currently have moratoria in place, which means that Framingham will be the most convenient location for these patients.

Hispanic or Latino residents comprise 13.4% of the total population; foreign-born persons in general make up 26.1%. 35% of residents speak a language other than English at home.

<http://quickfacts.census.gov/qfd/states/25/2524960.html>

Given these statistics, the Applicant has made it a priority to delivery culturally competent and linguistically appropriate services. 105 CMR 725.105(F)(3) provides that RMD shall make interpreter services appropriate to the population served, and the Applicant intends to fully comply with this provision.

However, the Applicant will not simply make translation services available. Initially, all materials will be printed in both English and Spanish, and there will be at least one Spanish speaking RMD Agent on site at all times.


As time goes on, and the RMD gains a more complete sense of patient demographics, all patient materials will be translated into whichever languages patients speak (Mandarin, Farsi, Tagalog, etc). While the RMD may not realistically be able to hire appropriate staff who speak every conceivable language, the Applicant does commit to bringing in translators, as necessary, to ensure that patients can communicate their needs accurately and effectively. Such people will be appropriately licensed as RMD personnel, who can be utilized on an "on call" basis to ensure that every patient has a voice.

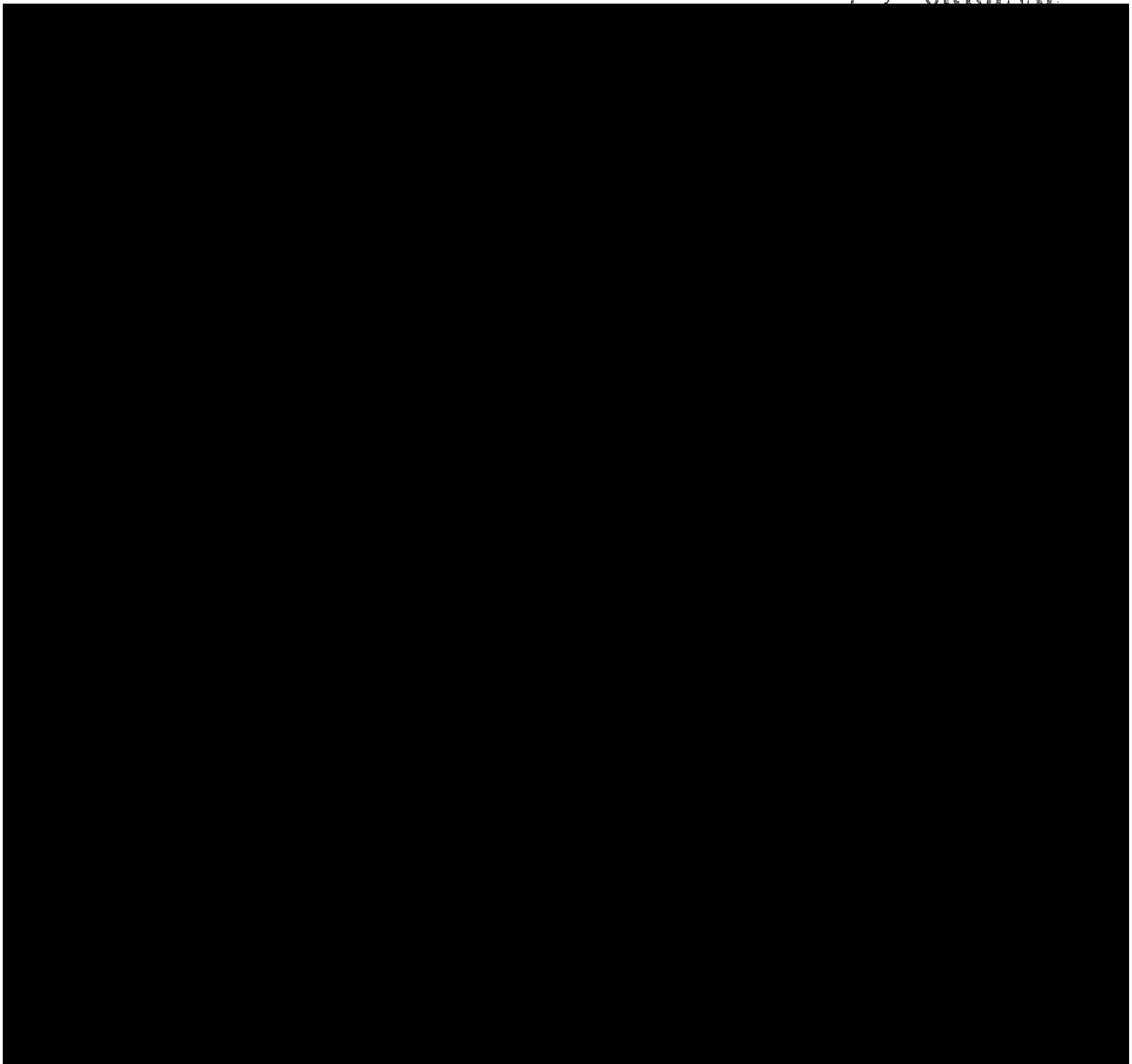
Additionally, the Applicant views "culturally competent" services as those provided with the utmost of discretion and privacy. Many cultures are not comfortable openly discussing medical issues, and may be fearful of asking questions about their treatment. For this reason, a private consultation room will be available for all patients. This will give patients the opportunity to discuss their cases in a comfortable, confidential setting, where they will feel valued and "heard."

The Applicant sees this process as a "work in progress," to the extent that specific patient demographics will become clearer over time. The Applicant intends to be a "hands on" manager, and will continue to research the needs of various patient populations as they present themselves.

Staff will receive cultural sensitivity training, and along with a strict mandate to inform RMD management if they encounter a patient population that they believe requires additional translation services, or enhanced accommodations to respect cultural mores. The Applicant will continue to source bilingual staff, and to do everything in its power to make every patient feel welcome and empowered.]

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.

[Record Keeping

The RMD will keep meticulous records, complying with local, state, and federal laws and regulations regarding patient records.

Information Systems Security

1. Securing Data

The RMD's data and information are as valuable as its products. The RMD will take both ordinary and extraordinary measures to protect its information systems and keep its data secure. Ordinary measures, including use of the Medbox patient record management system, are:

- using virus protection, spam-filtering, and firewalls
- keeping software and OS updated
- using passwords and changing them frequently
- using secure wireless networks
- restricting web browsing
- initiating frequent and secure data backups

The RMD will limit access to its network by using unique user passwords and by restricting IP addresses and MAC addresses to specific computers. The use of third party email, web, and data servers will be avoided. The RMD will provide training on user security procedures.

All data and information from the security system and inventory control system will be secured and encrypted and backed up automatically every night, not only to a private server on site, but also to a secure, off-site server location. Should there be an emergency, natural disaster, or criminal breach at the facility, all data will remain safe and remotely accessible on the remote backup server.

For data backup the RMD will be using a Mac Time-Capsule on site and an encrypted FTP for transfer to secure off-site storage.

2. Patient Health Information

Just as sensitive and important as the RMD's security system data and inventory tracking data are its patient records. The RMD takes patients' privacy very seriously. Consequently, all the safeguards in place to protect and preserve its security and inventory control data will also be employed to preserve patient information and prevent any breach of patient confidentiality, ensuring that the electronic storage, transmission, and retrieval of patient health information is secure.

Patient records will be stored on a database and encrypted at the OS level. All digital records will follow HIPAA and PCI regulations and guidelines.]

- 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.

[105 CMR 725.004 provides the definition of "verified financial hardship:"

Verified financial hardship means that an individual is a recipient of MassHealth, or Supplemental Security Income, or the individual's income does not exceed 300% of the federal poverty level, adjusted for family size.

Thus, the standards for "financial hardship" are clearly laid out by the Massachusetts code. The Applicant proposes the following compliance plan:

Notice(s) will be clearly posted referencing 105 CMR 725.004, encouraging those who feel they may be eligible for "hardship" to privately consult with a RMD staff member. RMD staff will counsel the patient,

review the documentary requirements, and determine whether the patient is able to furnish the proof necessary for "hardship."

In order for a patient to be eligible for the Hardship Program, the Applicant proposes two tiers of "Hardship Patients." "Tier 1" Hardship Patients will be defined as any patient, over the age of 18, who meets the legal definition of "Hardship" above.

"Tier 2" Hardship Patients will meet legal the definition of "Hardship" above, will be under 18 years of age, and meet the requirements of 105 CMR 725.010(J). This provision permits an extremely narrow "window" for patients under the age of 18 to become "qualifying patients," and obtain a physician certification for medical marijuana.

With respect to pricing, the District of Columbia has proposed a new municipal law, that if passed, "would give at least a 20 percent discount on marijuana to low-income people at or below 200 percent of the federal poverty level." We will be tracking the progress of this law. (See <http://news.msn.com/rumors/rumor-government-to-subsidize-marijuana-for-the-poor?stay=1>). Since this is the most applicable analogous statute, we propose to follow the same pricing scheme with respect to "Tier 1" Hardship.

The Applicant commits to offering qualified Tier 1 Hardship Patients at least a 20 percent discount on medical marijuana and MIP's, with exact pricing to be determined once product inventory is confirmed. Additional discounts may be available on a "sliding scale" basis. (The Applicant projects the cost of one ounce of medical marijuana to be approximately \$280-\$320, depending upon strain and/or potency).

The Corporation commits to offering qualified Tier 2 Hardship Patients at least a 50 percent discount on medical marijuana and MIP's, with exact pricing to be determined once product inventory is confirmed. Additional discounts may be available on a "sliding scale" basis.

The establishment of additional "sliding scale" pricing will be balanced with the Applicants' "no restrictions" policy regarding the products eligible for a Hardship discount. Once the appropriate course of treatment is determined utilizing the advice of the Qualifying Patient's Consulting Physicians, both Tier 1 and Tier 2 Hardship Patients will be able to choose whichever strain(s) are determined most appropriate to provide relief of his/her specific condition -- regardless the "market rate" of the strain. The Applicant's primary goal is patient wellness, and as such, patients will not be limited to certain strains in order to receive a discount. Hardship Patients will have access to any products that meet their Doctor's recommendation.]

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.

[The following sections will outline the body of information that will be conveyed to the patient who has been given a recommendation to use medical marijuana. Formal brochures will be available at the dispensary site for patients to read and become informed. The dispensary staff and leadership are committed to providing patients accurate information regarding the health effects of medical marijuana. We believe that patient education and support are essential to achieving overall patient wellness. With our well-designed and well-delivered education and support program, each qualifying patient and caregiver will participate in our orientation process and receive a copy of our Patient Handbook.

Each qualifying patient and their registered caregiver will be required to go through an orientation with one of our trained professional staff members. The orientation includes:

- meeting with one of our professionals to register for the program;
- obtaining registry
- signing a medical records release form for the recommending physician;
- describing products and services available; and
- receiving a new Patient Handbook.

The Patient Handbook includes sections on Patient Guidelines to Staying Safe and Healthy, Patients' Rights, Massachusetts Medical Marijuana Law Overview, Services, Guide to Using Marijuana, Sativa vs. Indica, Understanding Edibles, Applications For Cannabis and Cannabinoids, Ailment Specific Strains, Substance Use Prevention, References and Resources.

Research and medicinal effects tracking are critical components of our educational approach. As part of our education plan, we are developing a tool kit for our patients and caregivers to document pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, or agitation.

The goal of research is two-fold. First, we want to ensure that its role in providing medical marijuana is consistent with accepted medical practices, keeping in mind that our staff should not give medical advice. Second, we want to make sure that we can capture and use patient data from our self-assessment tools that will allow us and our patients to prepare and participate in clinical surveys and reports to refine and further document the effects of medical marijuana. Through our self-assessment tools and partnerships with leading wellness and medical research facilities in the area, we also plan to provide our patients opportunities to participate in ongoing medical studies and clinical research trials regarding pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, or agitation. Public information regarding such studies and trials will be invaluable helping us develop a greater understanding of marijuana strains and form effects on debilitating illnesses.

The dispensary recognizes the need to provide a safe environment that helps patients avoid substance abuse and misuse. Our staff will be trained to recognize the signs and symptoms of substance abuse, including tolerance, dependency, and withdrawal. In our workshops, clinics, and materials, we will emphasize personal responsibility for individual behavior. We also will provide information about the differing strengths of medical marijuana strains and products and the potential drug-to-drug interactions, including interactions with alcohol, prescription drugs, non-prescription drugs, and supplements. Each patient and caregiver will receive a list of substance treatment facilities and counselors located within 50 miles of the dispensary. Finally, working with our medical director, patient education about the potential abuse of medical marijuana will be integrated in all patient visits, materials, and outreach.

Our goal is to provide our medical marijuana patients with a holistic approach to wellness. In the Patient Handbook, we have included information about patient visits, our guidelines, the medical marijuana law, and how to use medical marijuana. Patients will be encouraged to ask any staff member for clarification on handbook information.]

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

[The Applicant's Marketing and Advertising plan shall be fully compliant with the standards outlined in 105 CMR §725.105 (L)(1)-(8). Given that we have been asked not to provide actual visual representations, our written description of these materials follows.

The RMD Logo will, first and foremost, be a classy and stylish rendering of the RMD's name. With respect to visuals, the Applicant will focus on pictorial references to New England's natural beauty. The RMD is a wellness center. Central to the idea of "wellness," particularly in the Boston area, is an appreciation of the outdoors, and the myriad healthy outdoor activities available in Massachusetts.

We may also incorporate, where appropriate, "non medical" representations of "health." For example, the ancient Celts used a symbol depicting interlocking circles to denote "good health." Particularly given the strong Celtic influence in the region, the Applicant feels such images will promote both a love of nature, and a strong respect for the cultural forces that have shaped the city of Boston and surrounding areas. The logo will not use medical symbols (such as a green cross/stethoscope), images of marijuana, related paraphernalia, or

colloquial references to marijuana (such as "420," or images of musicians or other public figures commonly associated with recreational use of cannabis).

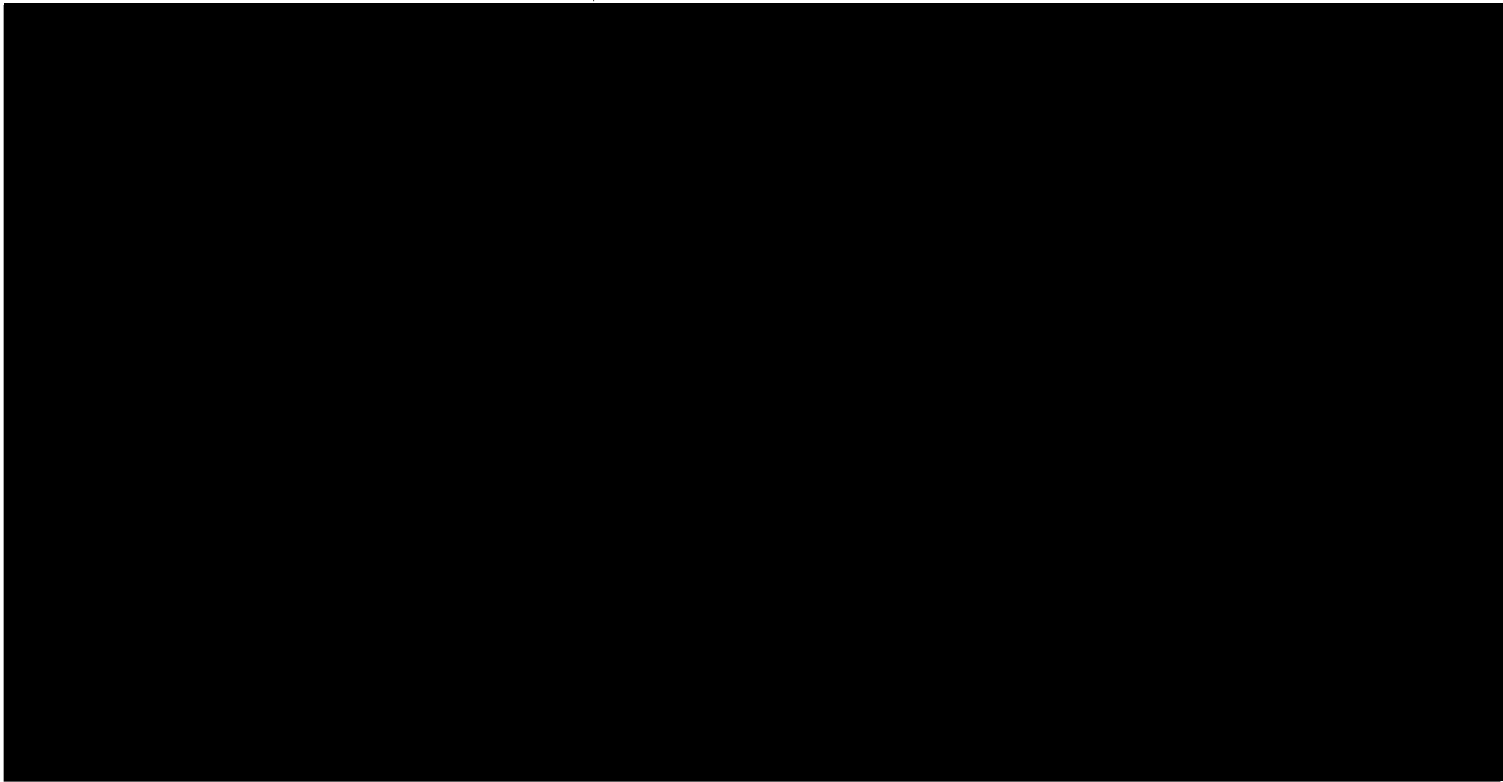
External signage will be subtle, and focus on professionally designating the name of the facility. Signage will be stylistically in keeping with other signage present in the area where the RMD is located. Per above, no images that could reasonably be interpreted as related to marijuana (or paraphernalia) will be utilized. Said signage will not incorporate any type of "neon" lighting, and will not be illuminated except for a period of 30 minutes before sundown until closing.

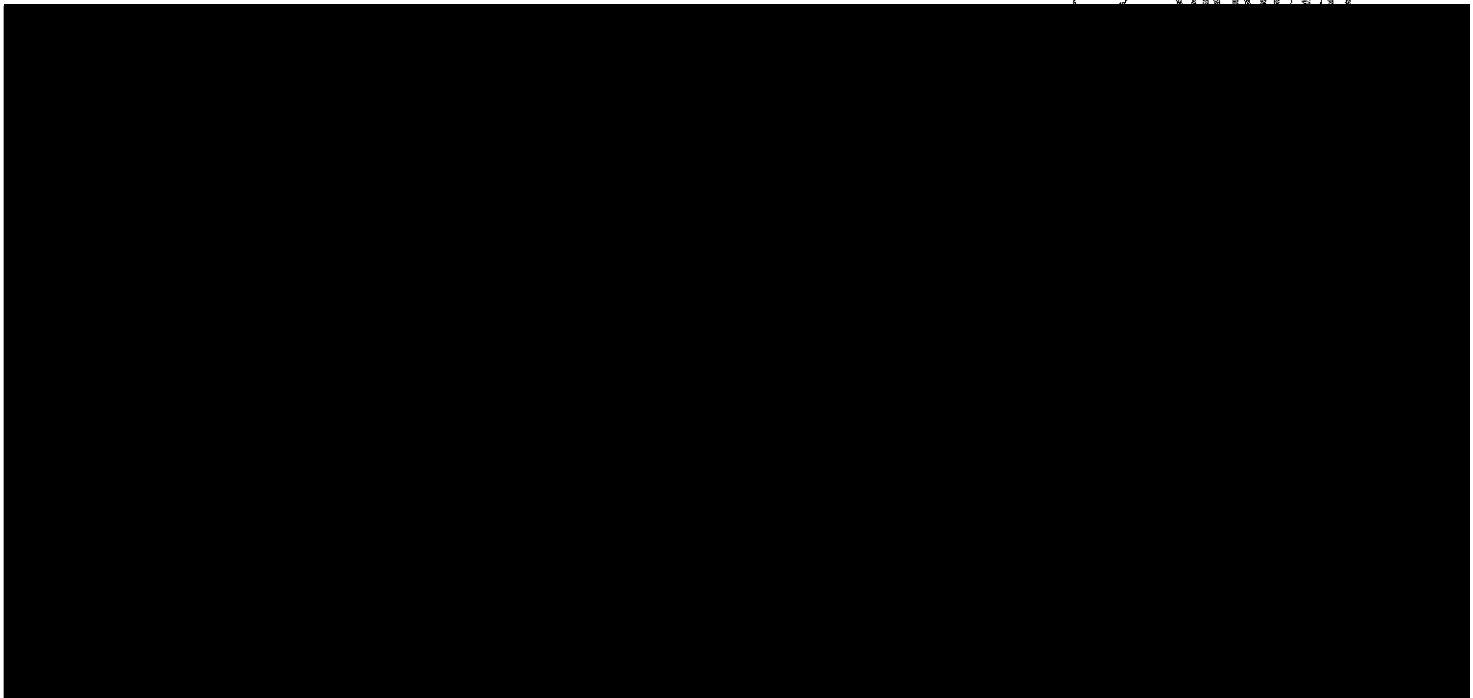
The RMD will of course comply with applicable local requirements regarding signage, and any additional requirements the Department may specify. Marijuana, MIPs, and associated products will not be displayed or clearly visible to a person from the exterior of a RMD.

The RMD will not advertise the price of marijuana on any marketing materials to be circulated outside of the dispensary. The only pricing information will be in the form of a catalogue of the prices and strains of marijuana available only at the RMD, which will only be accessed by registered qualifying patients and personal caregivers -- upon request -- when they are physically present at the facility. Patients will be forbidden from removing the pricing catalogue from the RMD, and/or from reproducing it in any way.

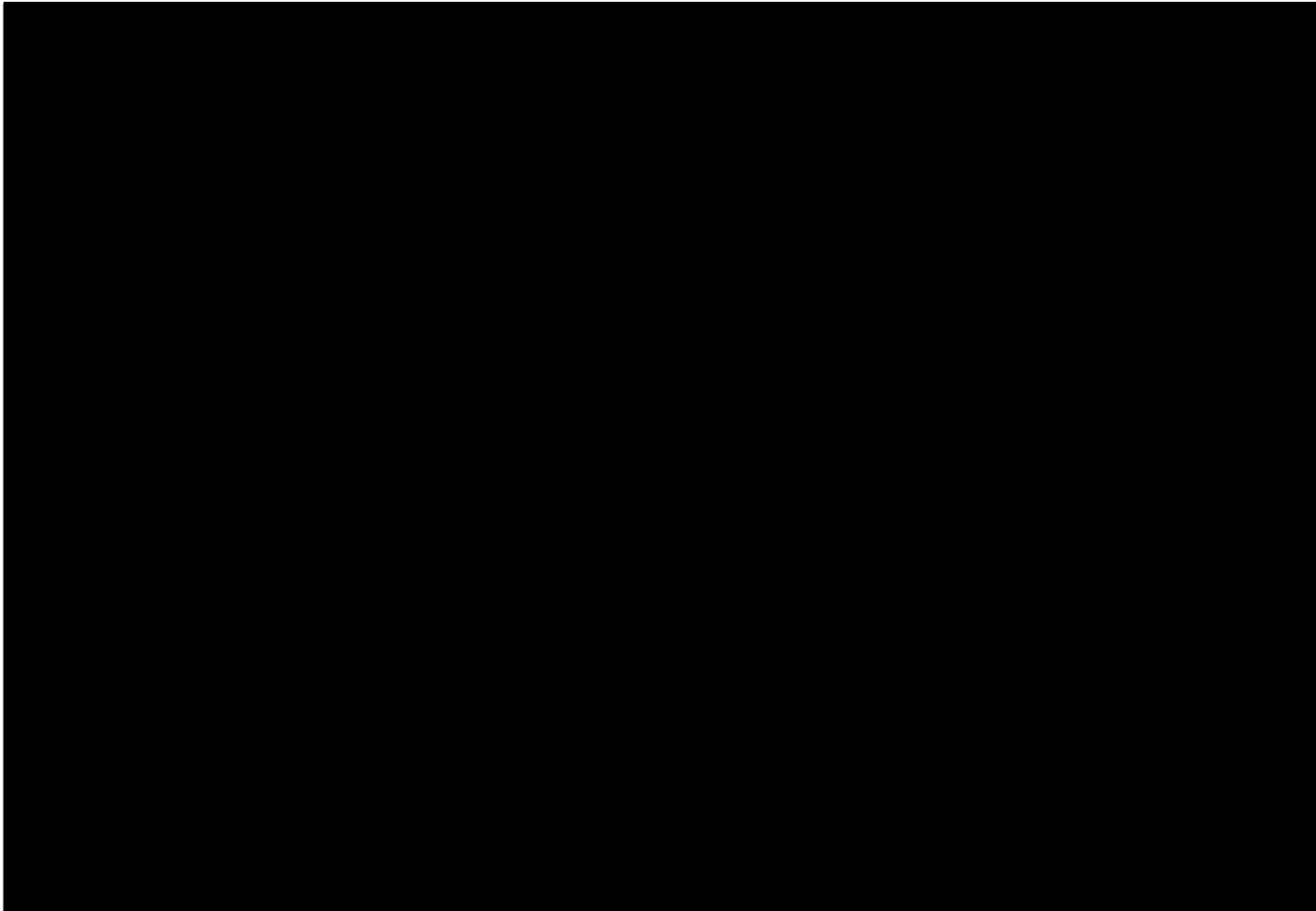
Regarding advertising, the RMD will not produce any "promotional items" (such as key fobs, mugs, or t-shirts) bearing the RMD's name or logo. Instead, all advertising will be restricted to methods the Department deems appropriate. As specifics regarding acceptable forms of advertising have not yet been released, the RMD will not initiate a marketing campaign until such guidelines have been clearly delineated. For example, some states allow Dispensary advertising in free publications, such as Colorado's "Westword," that report on current events and cultural/recreational offerings in Denver. The Applicant hopes to use publications like the Boston Phoenix for a similar purpose, but again, will defer to the Department to determine what will be permitted. All advertising will comply with the specific prohibitions enunciated in 105 CMR §725.105 (L) (8).]

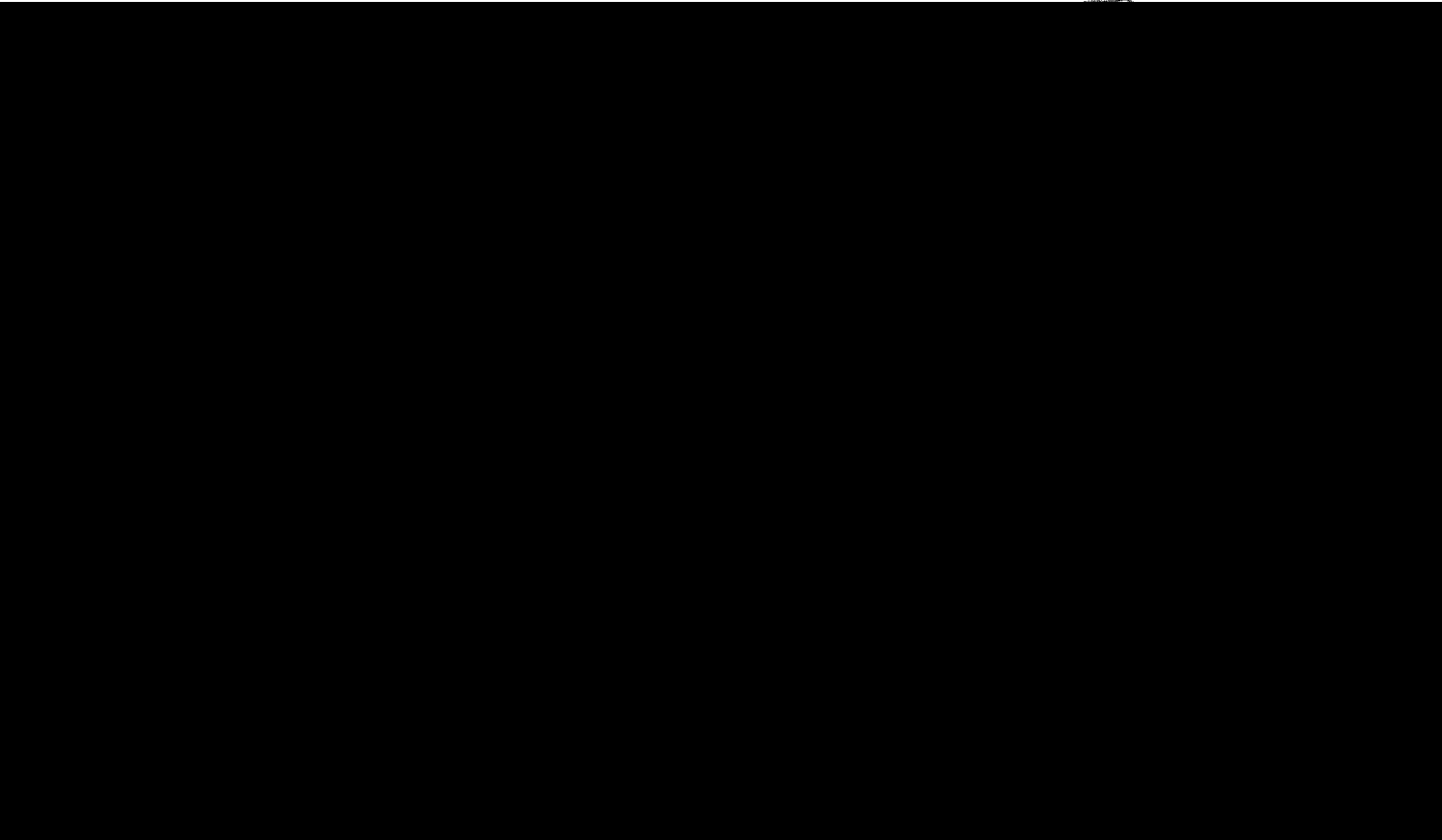
7.15 Describe the RMD's emergency preparedness procedures, including a disaster plan with procedures to be followed in case of fire or other emergency. Note that a copy of the safety and security procedures will be reviewed as a component of the provisional inspection process.





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.

[In addition to the information provided in response to question 7.15, Emergency Preparedness Procedures, the RMD will develop a comprehensive set of guidelines for dealing with Adverse Incident Management and security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies.

Preparedness means all staff members:

- Know how to assess emerging situations to determine the type and level of threat they may pose;
- Know how to respond to different kinds of security threats;
- Know which types of situations warrant the activation of panic buttons; and
- Know how to proceed when a security alarm goes off or a panic buttons has been activated.

Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Patients will be advised orally at their first visit of our no loitering policy as well as be given a patient handbook in which they are shown the policy in writing. Noncompliance will result first in a warning, then in a suspension of purchasing privileges. Loitering by non-patients will result first in a warning from our staff or security guard, and then in notification of local law enforcement.

Local law enforcement and neighbors in close proximity to our facilities will have the name of one or more contact persons on our staff whom they can notify day or night in case there is a problem impacting them or that they feel may impact the RMD. The RMD will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.



Security Procedures will be revised and updated as necessary. They will be reviewed at least one every twelve months. We will invite local law enforcement to offer their input on up-to-date security threat analysis and contingency planning.

Consumer complaints will be handled by the Dispensary Facility Manager who will be accountable to Board of Directors to devise a Corrective Action Plan for same.

Patient service is of utmost concern. "Root cause" analysis will be performed to ascertain the source of the disconnect. From this research, the Dispensary Facility Manager will develop a detailed description of the analytics requiring revision in order to forestall similar incidents from occurring. Root causes could range from individual employee performance to overarching policies that need to be modified in order to better serve all patients. Patient Service Procedures will be revised and updated as necessary, particularly with respect to ensuring that culturally appropriate services are provided to the specific patient base.

Operational issues will be dealt with in group employee staff meetings, and in "one on one" discussions where appropriate. The RMD will be flexible enough to adapt their methods in order to reflect the "real time realities" of facility management. For example, if hours need to be changed in order to better accommodate patient schedules, this is an operational concern that can easily be resolved. Or, if a staff member has an idea for streamlining patient verifications, it can be "vetted" in a group meeting to determine if it will improve the process.

Written "minutes" will be kept of meetings. These minutes will then be posted to the online "Knowledge Base"(described in detail below).

In all cases, the key to overcoming operational concerns is by constantly striving to have open, honest and clear communication among all levels of staff and management. While the RMD will obviously have a "hierarchical" management structure, regardless, this will be a small organization. Therefore, it is essential that everyone is "on the same page" with respect to Incident Management. In order to do this, the RMD will establish an internal, proprietary online "Knowledge Base" (using SharePoint or similar technology), that everyone in the organization can refer to with respect to Operational Procedure.

In essence, this will be a set of "FAQ's" and Answers, covering every aspect of operations, that every RMD staff member can refer to. With equal access to the same source of operational procedures, communication is optimized. Subsequently, Incidents will be minimized -- and if possible -- avoided altogether.]



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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: Jeffrey Last Name: Rice

Title: President

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

CHECKLIST OF REQUIRED DOCUMENTS FOR SUBMISSION IN PHASE 2

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

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



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

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

ORGANIZATIONAL CHART
(Exhibit 1.3)

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

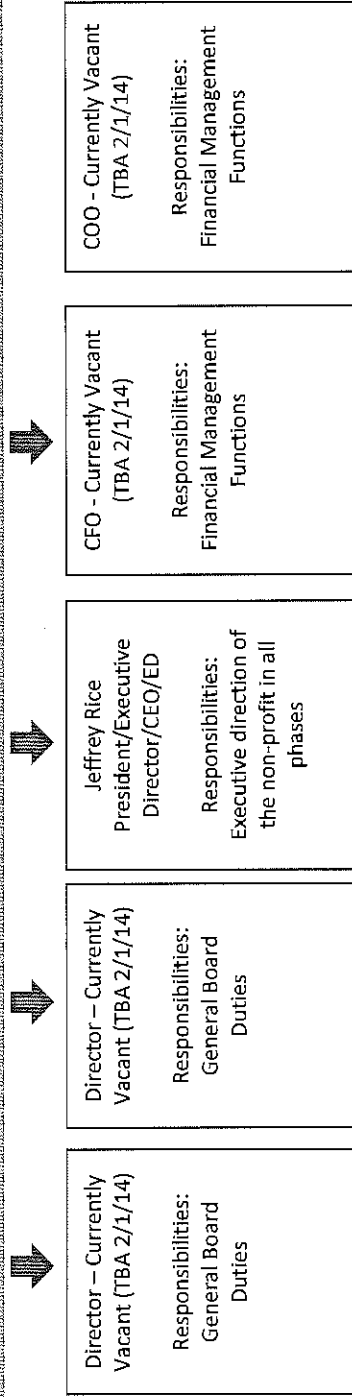
Corporation Name: Herbal Wellness Center, Inc.

Application # (if more than one): 1 of 2

Attach organizational chart.

ORGANIZATIONAL CHART

HERBAL WELLNESS CENTER, INC.



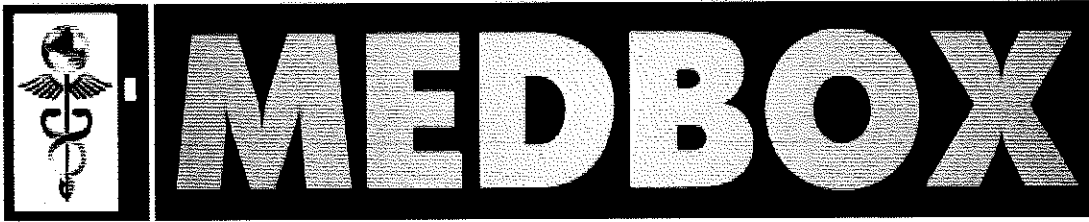
Herbal Wellness Center to hire staff including but not limited to:
 1 Dispensary Manager, 1 Cultivation Manager, 1 Receptionist, and 2 Wellness Consultants/Cultivation Assistants

Medbox Board Advisory Committee (BAC) (No financial interest in the RMD - Not Officers or Directors of RMD) Industry Experts in all aspects of dispensary management:

- Mario Cerreto, CPA; (Accounting expert relative to Medical Marijuana Dispensaries)
- Karen Greenstein, Esq. (Industry advocate and dispensary permit attorney)
- Dr. Yoo Jin Kim, (PHD in Food Science and Technology)
- Dr. Robert Melamede, (Scientist and Industry Expert - PHD in Molecular Biology)
- Dr. Bruce Bedrick, Industry Expert (Industry Expert and CEO of Medbox, Inc.)
- David Trecek, (Security & Surveillance Specialist)
- Edward M. Merrick, Jr., Retired Plainville Massachusetts Police Chief (Summary Attached Hereto)



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Medbox Board Advisory Committee (BAC) for Mass Dispensary Clients

Industry Experienced Attorney:



Karen Greenstein, Esq. (Licensed in MA & CA)
Medbox, Inc. Staff Counsel

Karen Greenstein offers a diverse, well-rounded legal background, ranging from Plaintiff's personal injury litigation to corporate compliance. In particular, her experience with alcoholic beverage licensing has enabled her to navigate the complex dispensary registration process from inception to completion. As a Plaintiff's attorney, Karen has advocated for the rights of seriously ill patients, and continues to do so now. She will act in a purely volunteer capacity on the BAC to assist dispensaries with legal compliance questions, and "best practices" for risk management.

Industry Experienced CPA Firm:



Mario Cerreto, CPA
Founder / New Era CPAs, LLP

A graduate from the University of California Santa Cruz has over 6 years professional experience. Mario launched his career in accounting with Price water house Coopers, LLP an international professional services Firm. There he led financial statement audits and reviews of publicly traded companies, developed and implemented key internal control procedures, and acquired technical accounting exposure to IPOs, debt restructuring, and revenue recognition projects. Mario transitioned to an Internal Audit role within the largest Non-Profit Healthcare Organization in Southern California, where he acquired significant experience in business process analysis and compliance. Then Mario joined a boutique accounting Firm in San Diego where he specialized in consulting and tax planning for small businesses and individuals, including Medical Marijuana dispensaries. Mario then established New Era CPAs, a full service Firm dedicated to the medical marijuana community. Mario specializes in include strategic tax planning and compliance projects while managing the day to day operations of the Firm.

MEDBOX

Tech Food Science Expert:



Dr. Yoo Jin Kim, PHD in Food Science and Technology.

Dr. Yoo Jin Kim holds a PhD in Food Science and Technology from the University of Tokyo Japan. Dr Kim is an Accredited Quality Assurance Scientist and is licensed to conduct scientific experiments with Medical Marijuana. She is currently one of very few scientists authorized to work with Medical Marijuana and has been conducting research primarily in Canada, where it is federally permitted.

Industry Experts:



Dr. Robert Melamede, Scientist and Industry Expert

Dr. Melamede has a Ph.D. in Molecular Biology and Biochemistry from the City University of New York. He retired as Chairman of the Biology Department at University of Colorado, Colorado Springs in 2005, where he continues to teach. Dr. Melamede is recognized as a leading authority on the therapeutic uses of cannabinoids, and has authored or co-authored dozens of papers on a wide variety of scientific subjects. Dr. Melamede also serves on the Scientific Advisory Board of Americans for Safe Access, the Unconventional Foundation for Autism, The World Aids Institute, Board Tim Brown Foundation (The Berlin Patient), Phoenix Tears Foundation, and regularly consults with professional and lay persons around the world regarding cannabis and health issues. He also served as a director of Newellink Inc, a Colorado-based company specializing in cancer research.



Dr. Bruce Bedrick, Industry Expert
CEO of Medbox, Inc.

Dr. Bedrick is a highly accomplished, versatile and respected Physician and business owner with over 15 years of diverse and innovative experience. As a dynamic leader, he consistently achieves outstanding results in challenging environments while building and maintaining strong, loyal relationships with both colleagues and community members. Dr. Bedrick offers the unique combination of hands-on administration that maximizes organizational effectiveness, operations-oriented leadership that ensures efficiency and people oriented guidance that yields productivity.

Dr. Bedrick earned his undergraduate degree from Ithaca College and his Doctorate from Western States Chiropractic College. Today, he is the CEO Medbox inc. (Nasdaq: MDBX). The company blends patented technology with industry specific consulting to assist dispensary operators in a more regulated and transparent fashion. Medbox is the most notable and successful consulting firm in the medical marijuana industry as the company has successfully helped over 300 clients navigate the dispensary licensing process in multiple states nationwide.

**Security Expert:**

David Trecek, Security & Surveillance Specialist

Mr. Trecek is a twelve-year veteran of the security & surveillance industry. He is a seasoned C-Level manager who has designed and deployed enterprise class video surveillance systems for various national gaming providers such as Mandalay Bay, Bellagio, Harrah's, Lakes Entertainment, and multiple Native American tribes. He also managed the contract to deploy smaller footprint systems for the YUM! Brands portfolio: (KFC, Pizza Hut, Taco Bell) and their respective franchisees.

Mr. Trecek is well versed in the areas of video surveillance, access control, alarm monitoring, remote video, voice, data and telecom.

Law Enforcement Liaison:

Edward M. Merrick, Jr., Retired Police Chief

Mr. Merrick has a distinguished 39 year law enforcement career and is a retired Chief of Police for the City of Plainville Massachusetts. Mr. Merrick rounds out the board advisory committee and is Instrumental in developing security protocols in all phases and components of a medical marijuana dispensary operation; including physical perimeter and interior security for grow and dispensary operations, product security to prevent theft or diversion and transportation and delivery security protocols.

BOARD OF DIRECTORS
(Exhibit 1.4)

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

Corporation Name: Herbal Wellness Center, Inc. Application # (if more than one): 1 of 2

	Board Role	Name	Date of Birth	Business Email	Business Address
1	President/Chair	Jeffrey Rice	[REDACTED]	HWCMA@gmail.com	46 Highland Rd.. Boxford, MA 01921
2	Vice President/ Vice Chair	Vacant			
3	Treasurer	Jeffrey Rice		HWCMA@gmail.com	46 Highland Rd.. Boxford, MA 01921
4	Clerk/Secretary	Jeffrey Rice		HWCMA@gmail.com	46 Highland Rd.. Boxford, MA 01921
5	Director	Vacant			
6	Director	Vacant			
7	Director				
8	Director				



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MEMBERS OF THE CORPORATION
(Exhibit 1.5)

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

Corporation Name: Herbal Wellness Center, Inc. Application # (if more than one): 1 of 2

A. Member as Individuals

	Individual Name	Business Address	Type of Membership Rights	If Member of Other RMD, Which One?
1	None. 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	None. 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:		

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CORPORATE BYLAWS
(Exhibit 1.6)

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

Corporation Name: Herbal Wellness Center, Inc.

Application # (if more than one): 1 of 2

Attach bylaws.

CORPORATE BYLAWS
HERBAL WELLNESS CENTER, INC.

ARTICLE I. GENERAL

Section 1. Name. This Corporation shall be known as "HERBAL WELLNESS CENTER, INC."

Section 2. Purposes. This Corporation is organized and will be operated as a non-profit corporation exclusively to carry out the purposes set forth in the Articles of Incorporation of this Corporation.

ARTICLE II. MEMBERSHIP

Section 1. Members. This Corporation shall have members as designated by the Board of Directors. At present there are no members.

Section 2. Members' Meetings. All meetings of members shall be held at the office of the corporation in Massachusetts, or at such other place as may be fixed from time to time by the Board of Directors, or in the absence of direction by the Board of Directors, by the President or Secretary of the corporation, either within or without the State of Massachusetts, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 3. Annual Meetings. Annual meetings of members shall be held on the second Tuesday of December, if not a legal holiday, and if a legal holiday, then on the next secular day following, or at such other date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At the annual meeting, members shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 4. Notice of Annual Meeting. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given by the Secretary of the corporation or the person authorized to call the meeting to each member of record entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days before the date of the meeting. Members entitled to vote at the meeting shall be determined as of 4:00 p.m. in the afternoon on the day before notice of the meeting is sent.

Section 5: List of Members. The corporation shall prepare and make at least ten (10) days before every meeting of members, a complete list of the members entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each member. Such list shall be open to the examination of any members, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where

the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any member present.

Section 6. Special Meetings of Members. Special meetings of the members, for any purpose or purposes, unless otherwise proscribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of a majority of the members entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 7. Notice of Special Meetings. Written notice of a special meeting stating the place, date, and hour of the meeting and the purpose or purposes for which the meeting is called shall be given by the Secretary of the corporation or the person authorized to call the meeting not less than ten (10) days nor more than fifty (50) days before the date of the meeting to each member of record. Business transacted at any special meeting of members shall be limited to the purposes stated in the notice. Members entitled to vote at the meeting shall be determined as of 4:00 p.m. in the afternoon on the day before notice of the meeting is sent.

Section 8. Quorum and Adjournment. A majority of the members entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting to another time or place, without notice other than announcement at the meeting at which adjournment is taken, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting.

Section 9. Majority Required. When a quorum is present at any meeting, the vote of a majority of the members present, whether in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Voting. At every meeting of the members, each member shall be entitled to [one vote] in person or by proxy, but no proxy shall be voted or acted upon after eleven (11) months from its date, unless the proxy provides for a longer period.

Section 11. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter of the action.

Section 12. Waiver of Notice. Attendance of a member at a meeting, either in person or by proxy of a person entitled to notice, shall constitute waiver of notice of such meeting, except when such attendance at the meeting is for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any member may waive notice of any annual or special meeting of members by executing a written notice of waiver either before or after the time of the meeting.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number and Classification. The Board of Directors shall consist of not less than one (1) Director, and no more than five (5) Directors.

Section 2. Election and Term of Office. The Director(s) shall be elected at the annual meeting of the members. A Director shall typically serve for a term of one (1) year and until his or her successor is duly elected and qualified, unless he or she sooner resigns or is removed.

Section 3. Resignation. Any Director of the Corporation may resign at any time, either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Corporation. Such resignation shall take effect at the time specified therefor and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. A Director may be removed, with or without cause, by a two-thirds (2/3) vote of the Board of Directors or a majority vote of the members.

Section 5. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by election by the Board of Directors. A Director elected to fill a vacancy occurring in the Board of Directors shall be elected for the unexpired term of his predecessor in office, unless he sooner resigns or is removed.

Section 6. General Powers. The business and affairs of the Corporation shall be the responsibility of its Board of Directors. Subject to the laws of the State of Massachusetts, and the Articles of Incorporation and Bylaws of this Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of this Corporation.

Section 7. Annual Meetings. The annual meeting of the Board of Directors shall be held on the second Tuesday in December of each year, unless such date shall fall on a legal holiday, in which case the annual meeting shall be held on the next succeeding business day, for the purpose of electing directors and officers and for the transaction of such other business as may come before the meeting. The annual meeting shall be in the place and at the time specified in the notice of said meeting.

Section 8. Special Meetings. Unless otherwise provided by resolution of the Board of Directors, all meetings of the Board of Directors other than annual meetings shall be special meetings. Special meetings of the Board of Directors may be called by or at the request of a majority of the Board of Directors, the President or the Secretary, to be held at such place and time as the person or persons calling such meeting shall specify.

Section 9. Notice. Notice of the annual meeting of the Board of Directors shall be given at least ten (10) days, but not more than fifty (50) days, prior thereto by a writing delivered personally or mailed to each Director, or by telegram. Notice of quarterly and special meetings of the Board of Directors shall be given at least five (5) days, but not more than thirty (30) days, prior thereto by a writing delivered personally or mailed to each Director, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise required by law or specified by the Articles of Incorporation or the Bylaws, neither the business to be transacted nor the purpose of any meeting of the Board of Directors need be specified in the notice or the waiver of notice of any meeting. Notice of any meeting may be waived by any or all of the Directors.

Section 10. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present at the meeting, then the Directors present may take no other action than to adjourn the meeting.

Section 11. Manner of Acting. The act of a majority of the Directors present in person or by conference telephone (or other similar device) at which a quorum is present in person or by conference telephone (or other similar device) shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation, or as otherwise provided in these Bylaws. Each member of the Board of Directors, including the Director presiding at the meeting of the Board of Directors, shall be entitled to one vote.

Section 12. Action by Unanimous Written Consent. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in

writing, setting forth the action so taken, shall be signed by all the Directors of the Corporation.

Section 13. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail, to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 14. Compensation and Expenses. Directors shall serve as such without salary. Expenses incurred in connection with performance of their official duties may be reimbursed to Directors upon approval of the Board of Directors.

ARTICLE IV. OFFICERS

Section 1. Officers. The officers of the Corporation shall be a president, a vice-president, a secretary and a treasurer, each of whom shall be elected by the Board of Directors from its membership. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and accepted office or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Resignation and Removal of Officers. Any officer may resign at any time, either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therefor and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective. Any officer elected by the Board of Directors may be removed by the majority vote of all of the Directors in office whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office due to death, resignation, removal, disqualification or other cause may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President or CEO. The President shall preside at all meetings of the Board of Directors and, subject to the control of the Board of Directors, shall be charged with the general supervision, management and control of all the business and affairs of the Corporation. The President shall sign any contract or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be specifically delegated by the Board of Directors, or by these Bylaws, to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. The President shall perform such other duties as from time to time may be prescribed by the Board of Directors.

Section 6. Vice-President. In the absence of the President or in the event of the death, inability or refusal of the President to serve, the Vice-President shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be prescribed by the President or the Board of Directors.

Section 7. Secretary. The Secretary shall keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws, the Articles of Incorporation or as required by law, be custodian of the Corporation's records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which, on behalf of the corporation under its seal, is duly authorized, and, in general perform all duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the President or the Board of Directors.

Section 8. Treasurer. The Treasurer shall have charge and custody of all Corporation funds and shall keep in books belonging to the Corporation full and accurate accounts of all receipts and disbursements, and shall deposit all money and other valuable effects in the name of the Corporation in such depositories as may be designated for that purpose by the Board of Directors. Such officer shall disburse the funds of the Corporation, taking proper vouchers for such disbursements, and shall render to the President and Directors at the meetings of the Board or whenever requested by them an accounting of all his transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall be an ex officio member of any committee of the Corporation empowered to disburse or commit funds of the Corporation.

Section 9. Additional Officers. Officers and assistant officers, in addition to those hereinabove described, who are elected or appointed by the Board of Directors, shall perform such duties as shall be assigned to them by the President or the Board of Directors.

Section 10. Compensation and Expenses. Officers shall serve without salary unless they are also employees of the Corporation. Expenses incurred in connection with performance of their official duties may be reimbursed to officers upon approval by the Board of Directors.

ARTICLE V. FINANCIAL REPORTS

Section 1. Audit. An independent accountant appointed by the Board of Directors shall at such time as the Board may determine, but at least annually, prepare for the Corporation a financial statement, including a statement of capital assets and liabilities, and a statement of income, expenses and distributions, and such other additional reports or information as may be ordered from time to time by the Board of Directors. The accountant shall also prepare such financial data as may be ordered from time to time by the Board of Directors. The accountant shall also prepare such financial data as may be necessary for returns or reports required by State or Federal government to be filed by the Corporation. The accountant's charges and expenses shall be proper expenses.

Section 2. Distribution of Financial Reports. The Board of Directors shall at least annually make such distribution of a written report of its financial condition, activities and distributions to the members.

ARTICLE VI. AMENDMENTS

The Bylaws of the Corporation may be altered, amended or repealed and new Bylaws adopted by the Board of Directors.

ISI Jeffrey Rice

CEO/President



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 Wellness Center, Inc.

Application # (if more than one): 1 of 2

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 Wellness Center, Inc. Application # (if more than one): 1 of 2

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

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REFERENCES
(Exhibit 1.9)

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

Corporation Name: Herbal Wellness Center, Inc. Application # (if more than one): 1 of 2

Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1 Pat Griffin	978-815-6846 <u>Griffp2011@gmail.com</u>	Sister-in-law	25 years
2 Don Olson	978-621-4594 <u>Don.olson7@verizon.net</u>	Friend	15 years
3 Frances Eason	978-888-3878 <u>Fran_eason@comcast.net</u>	Former Colleague	15 Years

ORIGINAL

EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: Herbal Wellness Center, Inc. Application # (if more than one): 1 of 2

Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1 Chief Executive Officer/Executive Director	Jeffrey Rice	[REDACTED]	HWCMMA@gmail.com 978-352-8408	46 Highland Rd., Boxford, MA 01921
2 Chief Financial Officer/Director of Finance	Vacant – to be filled 2/1/14			
3 Chief Operations Officer/Director of Operations	Vacant – to be filled 2/1/14			
4 Other (specify)				
5 Other(specify)				
6 Other(specify)				

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**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 Wellness Center, Inc.

Application # (if more than one): 1 of 2

List the résumés attached:

	Title	Name
1	Chief Executive Officer/ Executive Director	Jeffrey Rice
2	Chief Financial Officer/Director of Finance	Vacant – to be filled 2/1/14
3	Chief Operations Officer/Director of Operations/Other	Vacant – to be filled 2/1/14
4		
5		
6	Other(specify)	

ORIGINAL

JEFFREY S. RICE
CEO/President/ED

+1 (978) 352-8408
[REDACTED]

Facilities Management - Leading and Innovating with Impact

Hands on professional in developing and implementing manufacturing operations. Strong, motivating leader with experience cultivating high performance teams for delivery of results in diverse businesses and functions. Comprehensive knowledge of customers, suppliers, operations and finance. Passionate about process improvements with a demonstrated ability to innovate and drive end-to-end solutions for lasting satisfaction.

CORE COMPETENCIES

FACILITIES MANAGEMENT

- Directed team of managers across 3 warehouse locations and 2 manufacturing locations with responsibility for all services.
- Machine and Building maintenance manager for 200,000 sq.ft. operation inside larger manufacturing facility. Included HVAC, pumps, power and manufacturing machines.
- Built out operation and hired personnel to run facility in Lewisville, TX with responsibility for custodial, security and trash recycling. Facility consisted of both Union and Non-Union employees.
- Board of Trustees at Second Church responsible for fuel, maintenance, landscaping and plowing.

INVENTORY MANAGEMENT

- Implemented inventory control system and ERP system for new operation.
- Strong background in process controls for inventory management to maximize profits.
- Developed inventory metric system to track, On-Time Delivery, Turn over ratio and min/max levels.

CROSS-ORGANIZATIONAL LEADERSHIP

- Responsible for both small and large diverse teams providing goals, objectives and coaching to exceed expectations.
- Profit and Loss responsibility for \$200M business inside Fortune 500 Company.
- Created cross functional teams with key members to solve specific design, operations, or customer issues.
- Direct interface with Purchasing Organization to review and modify contracts.

TECHNICAL ACUMEN

- Understanding of drawings, layouts, blueprints, power and ventilation.
- Created several layouts for manufacturing operations.
- Developed recycling programs working with local reclamation and recycling companies.
- Project managed the implementation of a new manufacturing line.
- Implemented Quality Management System.

CAREER CHRONOLOGY

Alcatel - Lucent , Westford, MA Director of Engineering Services Worked with Contract Manufacturers to establish metrics for measuring services	2009 - Present
Lucent Technologies (acquired by Alcatel, 2006), North Andover, MA Director/GM Remanufactured Products Responsible for all functions including P&L of large team to make re-manufactured products	1998 - 2009
AT&T (spun off to Lucent, 1996), North Andover, MA Manufacturing Manager, NPI Engineer, Project Manager	1984 - 1998

ADDITIONAL RELEVANT EXPERIENCE

- Proficient in Microsoft Office and Outlook
- Prepared organizational and operations budget for 10+ years.

EDUCATION

 ORIGINAL

Brigham Young University – MS Computer Integrated Manufacturing
University of Hartford – BS Mechanical Engineering



ORIGINAL

EVIDENCE OF CAPITAL
(Exhibit 4.1)

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

Corporation Name: Herbal Wellness Center, Inc.

Application # (if more than one): 1 of 2

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

Attach one-page bank statement.



ORIGINAL

Scottsdale and Thunderbird
7155 E Thunderbird Rd
Scottsdale, AZ 85254
Phone 480-315-5260
Fax 480-315-5271

November 15, 2013

Massachusetts Department of Public Health

Re: Herbal Wellness Center, Inc.

To whom it may concern:

I, Cynthia Taylor, at BBVA Compass Bank, do confirm that the above captioned entity possesses at least \$1,500,000.00 in available funds, to use at their discretion, [REDACTED]

Should you require any additional information, in regards to this matter, do not hesitate to contact me directly.

Sincerely,

Cynthia Taylor
Retail Relationship Manager III
Assistant Vice President
7155 E. Thunderbird Rd
Scottsdale, AZ 85254
Direct 480-315-5278
E-Fax 205-254-9634



41 HERBAL WELLNESS CENTER INC
PC 46 HIGHLAND RD
BOXFORD MA 01921

BusinessClass Preferred

Your BBVA Compass Account(s)



Contacting Us

Available by phone 24/7

Phone 1-800-266-7277

Online bbvacompass.com

Write BBVA Compass
Customer Service
P.O. Box 10566
Birmingham, AL 35296

Summary of Accounts

Deposit Accounts/ Other Products

Account	Account number	Ending balance last statement	Ending balance this statement
[REDACTED]	[REDACTED]	\$1,501,058.23	\$1,501,058.23
Total Deposit Accounts		\$1,501,058.23	\$1,501,058.23



ORIGINAL

[REDACTED]

Account Number: [REDACTED] - HERBAL WELLNESS CENTER INC

Account Information

[REDACTED]

[REDACTED]

How to Balance Your Account

- Step 1** • Enter all checks, deposits, and other automated teller card (ATM) transactions in your register.
 - Record all automated deductions, debit card transactions and electronic bill payments.
 - Record and deduct service charges, check printing charges, or other bank fees.
 - If you have an interest bearing account, add any interest earned shown on this statement.
- Step 2** • If applicable, sort checks in numerical order and mark in your register each check or other transaction that is listed on this statement.
- Step 3** • List any deposits or credits you have made that do not appear on this statement (see space provided below).
- Step 4** • List any checks you have written, debit card transactions, electronic payments and other deductions that do not appear on this statement (see space provided below).

Date/Description	Amount
Step 3 Total	\$

Date/Description	Check #	Amount
Step 4 Total		\$

Balancing Your Register to this Statement

Step 5 • Enter the "current balance" shown on this statement	
• Add total from Step 3	
• Subtotal	
• Subtract total from Step 4	
• This balance should equal your register balance:	
If it does not agree, see steps below	\$

- If your account does not balance, review the following:
- Check all your addition and subtraction above in your register.
 - Make sure you remembered to subtract service charges listed on this statement and add any interest earned to your register.
 - Amounts of deposits and withdrawals on this statement should match your register entries.
 - If you have questions or need assistance, please refer to the phone number on the front of this statement.

Change of Address

Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Electronic Transfers (for consumer accounts only)

In case of errors or questions about your Electronic Transfers, write to BBVA Compass Bank, Operations Compliance Support, P.O. Box 10566, Birmingham, AL 35296. Or simply call your local customer service number printed on the front of this statement. Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 on claims on accounts opened less than 30 calendar days) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

*For Non-Consumer Account customers, please refer to your current Non-Consumer Account Agreement for details regarding Electronic Fund Transfers.

Overdraft Protection

Calculation of Interest Charge and Balance Subject to Interest Rate. The interest charge is computed using your annual percentage rate divided by 365 or, in the case of a leap year, 366, which gives you the "Applicable Rate." Although we calculate the interest charge by applying the Applicable Rate to each daily balance, the interest charge can also be calculated by multiplying the Applicable Rate by the "average daily balance" (Balance Subject to Interest Rate) shown on this statement, then multiplying that sum by the number of days in the billing cycle. To get the "Balance Subject to Interest Rate" shown on this statement we take the beginning balance of your account less any unpaid finance charges each day, add any new advances or debits, and subtract any payments or credits. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the "average daily balance" shown on the statement as "Balance Subject to Interest Rate". Payments to your overdraft protection loan account made through our tellers or deposited at our automated teller machines (ATM's) Monday through Friday before the posted cut-off time will be posted to your account on the date they are accepted. Otherwise, they will be posted on the next business day. Payments made through our ATM's via a funds transfer will be posted on the date they are received or on the next business day if made after 6pm CT (6pm MT for Arizona accounts and 6pm PT for California accounts) Monday through Friday or anytime Saturday, Sunday or bank holidays. BBVA Compass Bank business days are Monday through Friday, excluding holidays.

In Case of Errors or Questions About Your Statement (Overdraft Protection Only)

If you think your statement is wrong, or if you need more information about a transaction on your statement, write your issue on a separate document and send it to Bankcard Center, P.O. Box 2210, Decatur, AL 35699-0011. Telephone inquiries may be made by calling your local BBVA Compass branch listed on the front of this statement to speak with a Customer Service Representative. Please note: a telephone inquiry will not preserve your rights under federal law. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or what you need more information.
- Tell us the dollar amount of the suspected error.

You can stop the automatic deduction of the Minimum Payment from your checking account if you think your statement is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic deduction is scheduled to occur.

Reporting Other Problems

Please review your statement carefully. It is essential that any account errors or any improper transactions on your account be reported to us as soon as reasonably possible. If you fail to notify us of any suspected problems, errors or unauthorized transactions within the time periods specified in the deposit account agreement, we are not liable to you for any loss related to the problem, error or unauthorized transaction.


BBVA Compass is a trade name of Compass Bank, a member of the BBVA Group. Compass Bank, Member FDIC.

**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 Wellness Center, Inc. Application # (if more than one): 1 of 2

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 N/A		\$ %			
2		\$ %			
3 Add more rows as needed.....		\$ %			

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

CAPITAL EXPENSES
(Exhibit 4.3)

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

Corporation Name: Herbal Wellness Center, Inc.

Application # (if more than one): 1 of 2

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$2000	Site and Floor Plans
2	Environmental survey	\$1000	Planning Survey
3	Permits and Fees	\$1500	Fees paid to local and state municipalities
4	Security assessment	\$0	N/A
5	Land/building cost	\$0	N/A
6	Site clean-up and preparation	\$4500	Estimate based on prior experience
7	Zoning Attorney	\$25,000	Needed to complete conditional use permit for dispensary once a certificate is issued by the state.
8	DPH Registration Fee	\$50,000	Dispensary registration fee
9	_____	\$	
	Build-out Costs		
1	Construction expenses	\$40,000	Drywall, materials, and labor
2	Painting and finishes	\$10,000	Materials and labor
3	Security system	\$62,500	Equipment and expert installation
4	Landscape work	\$1000	Outside maintenance of shrubs, plants, etc.
5	Parking facility	\$2500	Ensuring parking lot is up to code requirements
6		\$	
7		\$	
8		\$	
9		\$	
	Equipment Costs		
1	Vehicles and transportation	\$3000/mo	Armored car service for cash deposits
2	Cultivation equipment	\$70,000	500 plant capacity – Hydroponic equipment
3	Furniture and storage needs	\$15,000	Furniture, fixtures, and basic office equipment
4	Computer equipment	\$10,000	3 desktop computers, onsite cloud system for electronic storage
5	HVAC	\$5,000	Basic ventilation, heating, and air conditioning support
6	Kitchen/food prep equipment	\$75,000	Infusion kitchen supplies and equipment
7	Cultivation and infusion kitchen installation, training, and labor	\$25,000	Basic cost for payment to contractors to plan cultivation and infusion kitchen
8	POS and Dispensing Machine	\$50,000	Medbox dispensing machine and inventory management software
9	_____	\$	

**YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)**

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

Corporation Name: Herbal Wellness Center, Inc.

Application # (if more than one): 1 of 2

Budget Period: May 1, 2014 to April 30, 2015

Projected Number of Patients: 1457 Patients and Number of Visits: 26 per patient annually

		Year ONE Budget	Budget Notes ¹
REVENUE			
1	Medical Marijuana sales	\$1,515,280	1457 patients x26 visits per year x \$40 per visit (3.5 grams)
2	Other supplies sold	\$90,916	Estimate on accessories sold
3	Other revenue sources	\$0	
A	TOTAL REVENUE:	\$1,606,196	
PAYROLL EXPENSES			
	Personnel Category	# FTE	
1	Managers, Wellness Consultants, Receptionist	100%	\$150,000
			2 managers at \$40,000; 2 wellness consultants at \$40,000; and a secretary at \$30,000
2	Executive Management Team	100%	\$300,000
			3 executives at \$100,000 each
3	Board of Directors	100%	\$50,000
			2 board members at \$25,000 each
4			
B	TOTAL SALARIES	100%	\$500,000
C	Fringe Rate and Total	0%	\$0
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$500,000
OTHER EXPENSES			
1	Consultants	\$100,000	Lawyers, CPAs, other professionals, Security, etc.
2	Equipment	\$30,000	Maintenance on existing machinery and purchase of new as well.
3	Supplies	\$16,000	Medicine vials, bags, etc.
4	Office Expenses	\$4,000	Toner, paper, pens, etc.
5	Utilities	\$100,000	Electricity for cultivation facility, water, etc.
6	Insurance	\$24,000	Insurance Premium
7	Interest	\$TBD	
8	Depreciation/Amortization	\$TBD	
9	Leasehold Expenses	\$TBD	
10	Bad Debt	\$TBD	
11	Medicine Cost	\$662,935	Estimate of \$5 per gram production cost multiplied by 132,587 grams
12	Cost of accessories	\$81,824	90% of total sales price of accessories
13	Charitable Endeavors, Community outreach, etc.	\$87,437	Donations to local cancer centers, hospitals and other worthwhile charities. Community counseling and education.
E	TOTAL OTHER EXPENSES		\$TBD



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TOTAL EXPENSES: (D+E)	<u>\$1,018,759</u>	
DIFFERENCE	\$0	

¹ Enter short explanation of expenses

**THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)**

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

Corporation Name: Herbal Wellness Center, Inc. Application # (if more than one): 1 of 2

Fiscal Year Time Period: May 1, 2014 to April 30, 2016 Projected Start Date for the First Full Fiscal Year: May 1, 2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2014 ⁱ	SECOND FULL FISCAL YEAR PROJECTIONS 2015	THIRD FULL FISCAL YEAR PROJECTIONS 2016
Projected Revenue	\$1,606,196	\$2,348,320	\$3,131,440
Projected Expenses	\$1,606,196	\$2,348,320	\$3,131,440
TOTAL :	\$0	\$0	\$0
Number of Patients	1457 ⁱⁱ	2258	3011
Number of Patient Visits	26	26	26
Projected % of growth rate annually	N/A%	55%	32%
Total FTE in staffing	(TBD) FTE	(TBD) FTE	(TBD) FTE
Projected Medical Marijuana Inventory	20 Lbs.	30 Lbs.	40 Lbs.

ⁱ Enter appropriate fiscal year

ⁱⁱ Enter projected information



ORIGINAL

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

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

Corporation Name: Herbal Wellness Center, Inc. Application # (if more than one): 1 of 2

Physical Address	County	Type of Evidence Attached
100 Pine St., Holyoke, MA 01040	Hampden County	Original Letter of Intent



ORIGINAL

**EVIDENCE OF INTEREST IN CULTIVATION SITE
(Exhibit 5.2)**

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

Corporation Name: Herbal Wellness Center, Inc. Application # (if more than one): 1 of 2

Physical Address	County	Type of Evidence Attached
100 Pine St., Holyoke, MA 01040	Berkshire County	Original Letter of Intent



ORIGINAL

**EVIDENCE OF INTEREST IN PROCESSING SITE
(Exhibit 5.3)**

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

Corporation Name: Herbal Wellness Center, Inc. Application # (if more than one): 1 of 2

Physical Address	County	Type of Evidence Attached
100 Pine St., Holyoke, MA 01040	Berkshire County	Original Letter of Intent



ORIGINAL

COMMERCIAL BUILDING LEASE

LEASE AGREEMENT made as of the 18 day of November, 2013, by and between MHPD LLC, Mark Hebert Mgr, 1 Court Plaza, Holyoke, Ma 01040 (hereinafter referred to as "Landlord") and MEDBOX, INC., (hereinafter referred to as "Tenant").

WITNESSETH

EXHIBITS

1. The following exhibits are attached to this Lease and made a part hereof:

Exhibit A – Description of Premises.

PREMISES

2. Landlord hereby demises and leases unto Tenant and Tenant hereby hires from Landlord, subject to the conditions herein below set forth, the premises known as 98-100 Pine St Holyoke MA and as further described in Exhibit A (hereinafter called "the Premises").

TERM

3. The term of the lease is five (5) years commencing at the Occupancy Date as set forth herein, unless sooner terminated or extended hereinafter provided. The Occupancy Date is the day of the issuance of all required local permits . The Occupancy Date may be extended by the written agreement of the Tenant and Landlord.

RENT

4. Tenant agrees to pay Landlord as rent for the Premises the amount of Sixty Six Thousand and 00/100 (\$66,000.00) Dollars annually payable in twelve equal payments of Five Thousand five hundred (\$5,500) Dollars on the first day of each month. The first month's rent shall be prorated if the Occupancy Date is subsequent to the first day of the month. Until further notice from Landlord all rent and other payments due hereunder to Landlord shall be by check payable to MHPD LLC, and mailed to Landlord at 1 Court Plaza, Holyoke, Ma 01040.

REAL ESTATE AND OTHER TAXES

5. As additional rent, Tenant shall pay to Landlord all taxes, assessments (special, betterment or otherwise), levies, fees, water and sewer charges which are imposed or levied upon or assessed against the Premises. If Landlord shall elect to pay betterment assessments over any period permitted by law, only the installments and interest thereon becoming due during the term shall be payable by Tenant. All payments shall be made

by Tenant within 10 days after receipt of Landlord's invoice therefore.

ESTOPPEL CERTIFICATE

6. Upon not less than seven (7) days prior notice by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and that, except as stated therein, Tenant has no knowledge of any defenses, offsets or counterclaims against its obligations to pay the Rent and any other charges and to perform its covenants under the Lease.

Upon not less than seven (7) days prior notice by Landlord, Tenant shall execute a subordination agreement with Landlord's lender in a form reasonably acceptable to all parties which includes a provision whereby the Landlord's mortgagee agrees to accept the terms of the Tenant's lease in the event of foreclosure.

TENANT'S FIXTURES/ALTERATIONS

7. Tenant may install in the Premises such fixtures (trade or otherwise) and equipment as Tenant deems desirable and all of said items shall remain Tenant's property and Tenant may remove, and/or replace, said fixtures and equipment, in the Premises, at any time and from time to time during the Term. Tenant shall remove the same and repair all damage to the Premises caused by such installation and removal prior to or at the expiration date of the Term of this Lease. Upon vacating the Premises, the Tenants shall return the Premises to its pre-Term condition, reasonable wear and tear excepted.

Tenant may make alterations to the Premises at its sole cost and expense subsequent to disclosing the alterations to Landlord and receiving Landlord's written consent whose consent shall not be unreasonably withheld. Tenant shall procure at its sole cost and expense all necessary permits and licenses before undertaking any work on the Premises and shall perform all such work in a good and workmanlike manner and shall conform to all applicable zoning, building, fire, health and other codes, regulations, ordinances and laws and with all applicable insurance requirements. Tenant shall keep the Premises free of liens for labor and materials.

All furnishing fixtures, equipment, effects and property of every kind which may be on the Premises shall be at the sole risk and hazard of Tenant.

ASSIGNING AND SUBLETTING

8. Tenant shall be allowed to assign or sublet the Premises to an entity duly licensed by the Commonwealth of Massachusetts as a Medical Marijuana Dispensary provided Tenant shall retain primary liability pursuant to this lease and any renewals, extensions or new lease for the premises by the assignee or sub lease entity.

HOLDING OVER



9. If Tenant holds over or remains in possession of Premises after expiration of the Term, without a new lease of said Premises being entered into between the parties hereof, or any option herein contained being exercised by written notice, such holding over or continued possession shall create a tenancy at will only at the last monthly rental multiplied by twenty (20%) percent and upon the terms (other than length of term) herein specified, which may at any time be terminated by either party by one (1) month's written notice to the other party.

REPAIRS AND MAINTENANCE

10. Tenant shall keep the Premises, including all plumbing, electrical, heating, air conditioning and other systems therein, in good order, condition and repair throughout the term of the Lease. Landlord shall have no obligation to maintain, repair or replace the plumbing, electrical, heating, air conditioning or other systems therein. Tenant shall make all repairs and replacements and do all other work necessary to the systems whether the same may be ordinary, extraordinary, foreseen or unforeseen. Tenant shall keep in a safe, secure and sanitary condition all trash and rubbish stored on the Premises and shall arrange for and be responsible for all of the cost of trash and rubbish removal service.

Tenant shall make all repairs, alterations, additions or replacements to the Premises required by law or ordinance or regulation of any public authority arising from Tenant's use of the Premises and shall keep the Premises equipped with all safety appliances so required.

Tenant shall not possess on the Premises any toxic or hazardous substances except as used in the ordinary course of its business and upon the due issuance of all applicable permits and licenses.

Tenant is accepting the Premises as is and landlord will deliver the premises code compliant.

DAMAGES OR DESTRUCTION

11. If the Premises shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other cause by, and at the expense of, Tenant.

INSURANCE

12. (a) Tenant at its own cost and expense, covenants and agrees to insure the Premises against damage by fire, or other casualties broadened to include extended coverage. Landlord shall be designated additional insured on a primary basis of all policies of insurance. Tenant shall have the responsibility and obligation to ensure that all insurance policies set forth herein remain in full force and effect throughout the term of the Lease. Tenant shall further obtain Rent Loss insurance or coverage.

(b) Tenant at its own cost and expense shall also provide and maintain commercial general liability insurance under which the Landlord is designated additional insured on a primary basis and the Tenant is named primary insured. Each policy shall be written by an insurance company licensed to do business in the Commonwealth of Massachusetts. Each policy shall be cancelable with respect to Landlord without fifteen (15) days prior written notice to the Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord at the commencement of the Term. The minimum limits of liability of such insurance shall be \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate limit, or such higher limits as the Landlord may from time to time request.

(c) All insurance maintained by Tenant shall include provisions which denies the insurer acquisition of subrogation of right of recovery against Landlord insofar as, and to the extent that such provision may be effective without making it impossible to obtain insurance coverage from companies qualified to do business in the Commonwealth of Massachusetts.

EMINENT DOMAIN

13. (a) In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Landlord and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises then this Lease and the Term hereof shall cease and expire as of the date of such Taking and the rent for a period after such Taking shall be refunded to Tenant upon demand.

(b) In the event of Taking of a substantial part of the Premises or in the event if Taking so as to prevent or substantially limit adequate access to Premises, then Tenant may elect to terminate this Lease by giving notice of termination to Landlord on or before the date which is ninety (90) days after receipt by Tenant of notice that the Taking or denial or diminishing of access or termination of this Tenant's lease shall have occurred.

(c) Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Landlord in all cases. Tenant hereby grants to landlord all of Tenant's rights to such damages and compensation and covenants to deliver such further assignments thereof as Landlord may from time to time request.

TENANT'S COVENANTS

14. In addition to all other covenants and agreements of Tenant contained herein, Tenant hereby covenants with Landlord that Tenant will not commit any nuisance on the Premises; will not overload the Premises; will not carry on any business, trade or occupation upon the Premises or make any use thereof which shall be unlawful or offensive or contrary to any law or ordinance for the time being in force; will not do any act or thing upon the Premises which will make them uninsurable against fire; will procure any authorizations or licenses required for Tenant's use or repair of the Premises;

will not submit applications to change the zoning of the Premises and Tenant shall permit Landlord to enter the Premises upon reasonable notice.

TENANT'S DEFAULT

15. If any sum or sums due as rent as herein provided and set forth or any part thereof shall be unpaid for a period of ten (10) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in the payment of rent, and shall have failed to take appropriate steps to remedy such breach or default within twenty (20) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after the expiration of the aforesaid ten (10) day or twenty (20) day period if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice evict Tenant from the Premises and Terminate the Lease. Upon termination Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the rent and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to the Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages. Tenant shall also be liable to Landlord for its legal fees and costs arising from the termination of the Lease.

USE AND OCCUPANCY

16. The Premises may be used and occupied for the purpose of a Medical Marijuana Dispensary as that phrase is defined by Massachusetts law, provided any such use is permitted under applicable state and municipal laws and regulations.

SIGNS

17. Tenant shall have the right to install, maintain and replace, at its own cost and expense, such signs on the Premises and in common areas such as driveways, parking areas and sidewalks as it determines, provided the same shall be in compliance with all

laws, orders, rules and regulations of all governmental authorities having jurisdiction thereof.

NOTICES

18. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless in writing and sent by United States registered or certified mail, return receipt requested, directed, if to Tenant to the address below; and if to Landlord at the time address listed herein or such other address as either party may designate by notice from time to time.

LANDLORD: Mark Hebert, Mgr, MHPD LLC, 1 Court Plaza, Holyoke, Ma 01040

TENANT: MddBox Inc, 8439 W. Sunset Blvd, Suite 101, West Hollywood, Ca 90069

WAIVER

19. One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and similar subsequent act. The failure of either party to seek redress for violation of, or to insist upon strict performance of, any term, covenant or condition in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

INVALIDITY OF CERTAIN PROVISIONS

20. If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

LANDLORD'S INTEREST

21. Landlord reserves the right to assign or transfer any and all of its rights, title and interest under this Lease, including but not limited to the benefit of all covenants of the Tenant hereunder. Notwithstanding anything contained in this Lease to the contrary, it is specifically understood and agreed that the obligations imposed upon Landlord hereunder shall be binding upon Landlord and Landlord's successors in interest only with respect to breaches occurring during Landlord's successors' respective ownership of Landlord's interest hereunder, and Landlord and its said successors in interest shall not be liable for acts and occurrences arising from and after the transfer of their interest as Landlord hereunder.

CONDITION PRECEDENT TO LEASE

22. This Lease is subject to satisfaction of the following Conditions.

- a. Tenant's receipt of a license or accepted registration as a Medical Marijuana Dispensary from the Commonwealth of Massachusetts.
- b. Tenant's receipt of a Cultivation registration from the Commonwealth of Massachusetts.
- c. Tenant's receipt of all Permits from the City of Holyoke for the operation of a Medical Marijuana Dispensary and Cultivation facility.
- d. Tenants receipt of a letter of support from the Mayor, Town Council, Health Dept and the Church across the street.

Tenant shall pursue the due issuance of all, licenses, registrations, permits and approvals diligently at its sole cost and expense. Landlord shall cooperate with Tenant's reasonable requests to obtain said licenses, registrations, permits and approvals by executing documents or providing information that the Landlord does not deem confidential, in its discretion. Tenant shall copy to Landlord all applications to governmental agencies arising from the above states licenses and registrations and permits and keep Landlord informed as to the satisfaction of the contingencies.

PAYMENT OF LANDLORD'S COST OF ENFORCEMENT

23. Tenant shall pay, on demand, Landlord's expenses including reasonable attorney's fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant, including Tenant's failure to diligently pursue receipt of the licenses, registrations and approvals required to operate a Medical Marijuana Dispensary and Cultivation facility at the Premises. In the event the Federal government or any government agency, including a state agency, takes any adverse action against Tenant or Landlord arising from the operation of a Medical Marijuana Dispensary and/or Cultivation Facility, including but not limited to seizure of the parties' property Tenant shall remain liable for all rent and additional rent and shall indemnify and hold harmless Landlord from all damages, fees, fines, liability and costs including legal fees.

MISCELLANEOUS

24. (a) This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to its choice of law provisions.

(b) Landlord and Tenant hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that any court interpreting this Agreement shall not apply a presumption that the terms hereof should be construed more strictly against one party



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than the other by reason of the rule that a document is to be more strictly construed against the party who prepared the document or the initial draft of the document. Both parties acknowledge that this Agreement is the product of extensive negotiations between the parties and that both parties have contributed substantially to the final preparation of the terms and provisions of this Agreement. Typewritten or handwritten provisions inserted in this Agreement and initialed by both parties, and any amendment or addenda initialed or signed by both parties, shall control in the event of any conflict or inconsistency with any other provisions of this Agreement, and handwritten provisions initialed by both parties shall control over typewritten provisions. This Lease shall be deemed a fully integrated agreement.

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

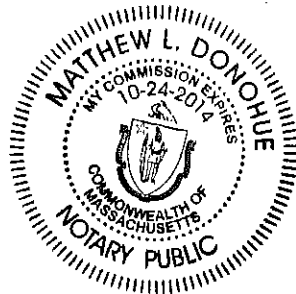
LANDLORD

Man [Signature]
By

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this 18 th day of Nov., 2013, before me, the undersigned notary public, personally appeared Man [Signature], proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose for and on behalf of Whaling Properties, LLC as its Manager.



Matthew Donohue
Matthew Donohue, Notary Public
My Commission expires: 10/24/14



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TENANT
MEDBOX, INC.

Bruce Bedrick DC

By: BRUCE BEDRICK DC
CEO MEDBOX



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Property Address: 98-100 Pine Street, Holyoke, Massachusetts 01040

Two (2) parcels of real estate situated in Holyoke, Hampden County, Massachusetts, bounded and described as follows:

Parcel 1

Beginning at a point in the southeasterly side of Pine Street, which point is two hundred and twenty-one (221) feet northeasterly from the intersection of the southeasterly side of Pine Street with the northeasterly side of Dwight Street, and is also the northerly corner of land now or formerly of Patrick J. Kennedy, Jr.; and thence running

NORTHEASTERLY on said Pine Street, one hundred fifty-nine (159) feet to a point; and thence running

SOUTHEASTERLY at a right angle to said Pine Street, and along land now or formerly of one Kane, one hundred and eighteen (118) feet to the center line of an alley or common passageway (which passageway is sixteen (16) feet wide running from Dwight Street to Hampden Street); and thence running

SOUTHWESTERLY at a right angle to last described line and along the center line of said passageway, one hundred and fifty-nine (159) feet to land now or formerly of said Patrick J. Kennedy, Jr.; and thence running

NORTHWESTERLY at a right angle to last described line, and along land of said Patrick J. Kennedy, Jr., one hundred and eighteen (118) feet to the point of beginning.

Parcel 2

Beginning at a point in the southeasterly side of Pine Street, which point is one hundred and sixty-one (161) feet Northeasterly from the intersection of the Southeasterly side of Pine Street with the Northeasterly side of Dwight Street and at the westerly corner of the building known and designated as #100 Pine Street; and thence running

NORTHEASTERLY on said Pine Street sixty (60) feet to a point at land now or formerly of Helen D. Kennedy, which point is also the northerly corner of the said building known and designated as #100 Pine Street; and thence running

SOUTHEASTERLY at a right angle to said Pine Street along land now or formerly of said Helen D. Kennedy, one hundred and eighteen (118) feet to the center line of an alley or common



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passageway (which passageway is sixteen (16) feet wide running from Dwight Street to Hampden Street); and thence running

SOUTHWESTERLY at a right angle to the last described line and along the center line of said alley, sixty (60) feet to a point; and thence running

NORTHWESTERLY at a right angle to the last described line, and along the southwesterly side of said building known and designated as #100 Pine Street, one hundred and eighteen (118) feet to the point of beginning.

Being the same Property conveyed to Mortgagor herein by Deed of even date recorded herewith.

**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 Wellness Center, Inc. Application # (if more than one): 1 of 2

Site	City/Town	County	Type of Support Attached
1	Holyoke, MA	Hampden	Letter of Non Opposition/Support
2			



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MAYOR ALEX B. MORSE

CITY OF HOLYOKE

November 18, 2013

Commissioner Cheryl Bartlett
Massachusetts Department of Public Health
250 Washington Street
Boston, MA 02108

Re: Application of Herbal Wellness Center, Inc. for Certification as a Registered Marijuana Dispensary in the City of Holyoke, Massachusetts

Dear Commissioner Bartlett:

Herbal Wellness Center, Inc. has applied to your Department for certification as a Registered Marijuana Dispensary. This letter is written in response to a request by the applicant to my Office to demonstrate that the City of Holyoke does not oppose the applicant's effort to locate a registered marijuana dispensary as described above. We understand as part of the application process that the applicant is obliged to demonstrate support or non opposition by the local municipality pursuant to 105 C.M.R. 725. 100(B)(3)(f). My office was only notified of their application on Monday November 18th, and while I do not oppose the siting of a medical marijuana dispensary or cultivation site in Holyoke, I currently do not have enough information to either support or oppose this specific application. I expect that the applicant will contact my office, the Office of Planning and Development, the Board of Health, the Holyoke Police Department, and other relevant offices, but at this time, they have not yet done so. Again, I am not opposed to having a facility sited in Holyoke, but I still need more information about this specific application before I make a determination. I understand that they can move forward with or without my support.

Please note that this letter is provided consistent with the intent and purposes of the Department of Public Health's application process. This letter is not intended to constitute an approval of this applicant or to eliminate the need for any requisite approval under state or municipal law.

If you have any questions with regard to this letter, please do not hesitate to contact me.

Yours truly,

Alex B. Morse, Mayor

**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 Wellness Center, Inc. Application # (if more than one): 1 of 2

	Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing	100 Pine St., Holyoke, MA 01040	Yes	Yes
2	Cultivation	100 Pine St., Holyoke, MA 01040	Yes	Yes
3	Processing	100 Pine St., Holyoke, MA 01040	Yes	Yes



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**RMD ORGANIZATIONAL CHART
(Exhibit 6.1)**

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

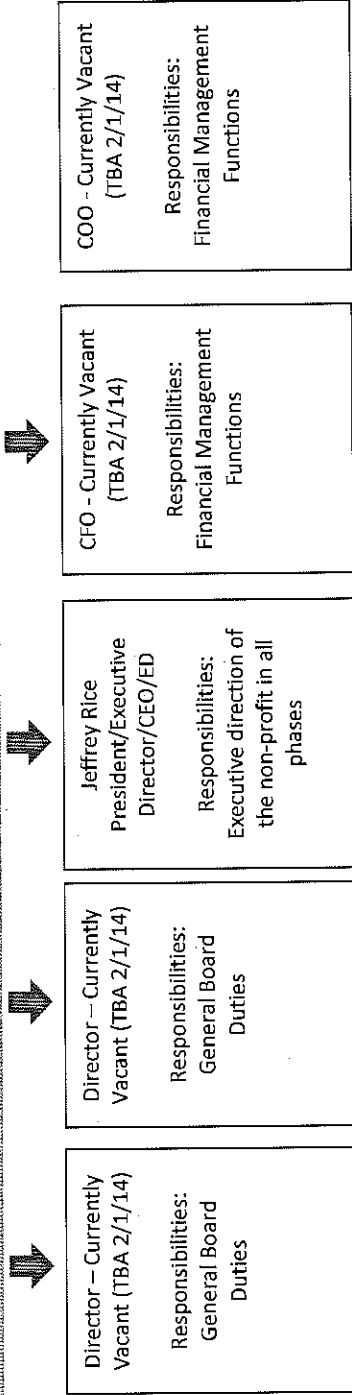
Corporation Name: Herbal Wellness Center, Inc.

Application # (if more than one): 1 of 2

Attach organizational chart.

ORGANIZATIONAL CHART

HERBAL WELLNESS CENTER, INC.



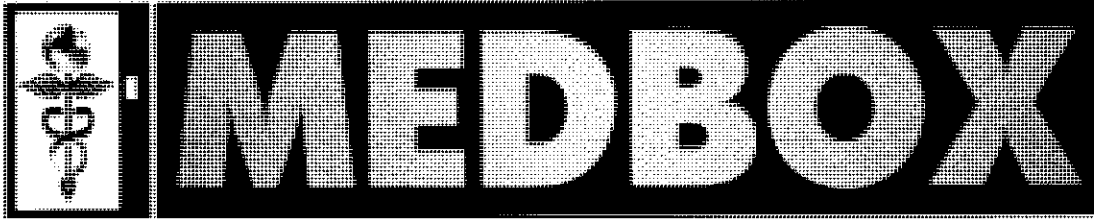
Herbal Wellness Center to hire staff including but not limited to:
 1 Dispensary Manager, 1 Cultivation Manager, 1 Receptionist, and 2 Wellness Consultants/Cultivation Assistants

Medbox Board Advisory Committee (BAC) (No financial interest in the RMD - Not Officers or Directors of RMD) Industry Experts in all aspects of dispensary management:

- Mario Cerreto, CPA; (Accounting expert relative to Medical Marijuana Dispensaries)
- Karen Greenstein, Esq. (Industry advocate and dispensary permit attorney)
- Dr. Yoo Jin Kim, (PHD in Food Science and Technology)
- Dr. Robert Melamede, (Scientist and Industry Expert - PHD in Molecular Biology)
- Dr. Bruce Bedrick, Industry Expert (Industry Expert and CEO of Medbox, Inc.)
- David Trecek, (Security & Surveillance Specialist)
- Edward M. Merrick, Jr., Retired Plainville Massachusetts Police Chief (Summary Attached Hereto)



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Medbox Board Advisory Committee (BAC) for Mass Dispensary Clients

Industry Experienced Attorney:



Karen Greenstein, Esq. (Licensed in MA & CA)
Medbox, Inc. Staff Counsel

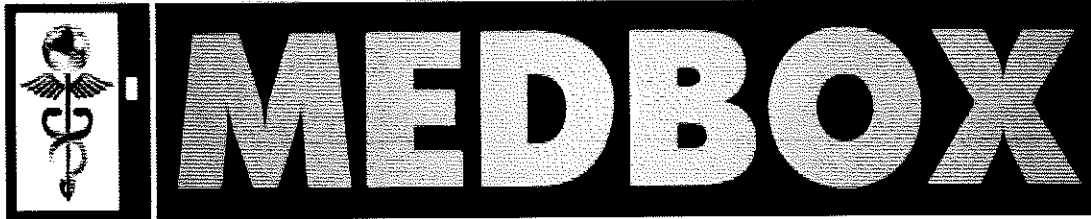
Karen Greenstein offers a diverse, well-rounded legal background, ranging from Plaintiff's personal injury litigation to corporate compliance. In particular, her experience with alcoholic beverage licensing has enabled her to navigate the complex dispensary registration process from inception to completion. As a Plaintiff's attorney, Karen has advocated for the rights of seriously ill patients, and continues to do so now. She will act in a purely volunteer capacity on the BAC to assist dispensaries with legal compliance questions, and "best practices" for risk management.

Industry Experienced CPA Firm:



Mario Cerreto, CPA
Founder / New Era CPAs, LLP

A graduate from the University of California Santa Cruz has over 6 years professional experience. Mario launched his career in accounting with Price water house Coopers, LLP an international professional services Firm. There he led financial statement audits and reviews of publicly traded companies, developed and implemented key internal control procedures, and acquired technical accounting exposure to IPOs, debt restructuring, and revenue recognition projects. Mario transitioned to an Internal Audit role within the largest Non-Profit Healthcare Organization in Southern California, where he acquired significant experience in business process analysis and compliance. Then Mario joined a boutique accounting Firm in San Diego where he specialized in consulting and tax planning for small businesses and individuals, including Medical Marijuana dispensaries. Mario then established New Era CPAs, a full service Firm dedicated to the medical marijuana community. Mario specializes in include strategic tax planning and compliance projects while managing the day to day operations of the Firm.



Tech Food Science Expert:



Dr. Yoo Jin Kim, PHD in Food Science and Technology.

Dr. Yoo Jin Kim holds a PhD in Food Science and Technology from the University of Tokyo Japan. Dr Kim is an Accredited Quality Assurance Scientist and is licensed to conduct scientific experiments with Medical Marijuana. She is currently one of very few scientists authorized to work with Medical Marijuana and has been conducting research primarily in Canada, where it is federally permitted.

Industry Experts:



Dr. Robert Melamede, Scientist and Industry Expert


Dr. Melamede has a Ph.D. in Molecular Biology and Biochemistry from the City University of New York. He retired as Chairman of the Biology Department at University of Colorado, Colorado Springs in 2005, where he continues to teach. Dr. Melamede is recognized as a leading authority on the therapeutic uses of cannabinoids, and has authored or co-authored dozens of papers on a wide variety of scientific subjects. Dr. Melamede also serves on the Scientific Advisory Board of Americans for Safe Access, the Unconventional Foundation for Autism, The World Aids Institute, Board Tim Brown Foundation (The Berlin Patient), Phoenix Tears Foundation, and regularly consults with professional and lay persons around the world regarding cannabis and health issues. He also served as a director of Newellink Inc, a Colorado-based company specializing in cancer research.



Dr. Bruce Bedrick, Industry Expert
CEO of Medbox, Inc.

Dr. Bedrick is a highly accomplished, versatile and respected Physician and business owner with over 15 years of diverse and innovative experience. As a dynamic leader, he consistently achieves outstanding results in challenging environments while building and maintaining strong, loyal relationships with both colleagues and community members. Dr. Bedrick offers the unique combination of hands-on administration that maximizes organizational effectiveness, operations-oriented leadership that ensures efficiency and people oriented guidance that yields productivity.

Dr. Bedrick earned his undergraduate degree from Ithaca College and his Doctorate from Western States Chiropractic College. Today, he is the CEO Medbox inc. (Nasdaq: MDBX). The company blends patented technology with industry specific consulting to assist dispensary operators in a more regulated and transparent fashion. Medbox is the most notable and successful consulting firm in the medical marijuana industry as the company has successfully helped over 300 clients navigate the dispensary licensing process in multiple states nationwide.



MEDBOX

Security Expert:

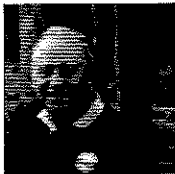


David Trecek, Security & Surveillance Specialist

Mr. Trecek is a twelve-year veteran of the security & surveillance industry. He is a seasoned C-Level manager who has designed and deployed enterprise class video surveillance systems for various national gaming providers such as Mandalay Bay, Bellagio, Harrah's, Lakes Entertainment, and multiple Native American tribes. He also managed the contract to deploy smaller footprint systems for the YUM! Brands portfolio: (KFC, Pizza Hut, Taco Bell) and their respective franchisees.

Mr. Trecek is well versed in the areas of video surveillance, access control, alarm monitoring, remote video, voice, data and telecom.

Law Enforcement Liaison:



Edward M. Merrick, Jr., Retired Police Chief

Mr. Merrick has a distinguished 39 year law enforcement career and is a retired Chief of Police for the City of Plainville Massachusetts. Mr. Merrick rounds out the board advisory committee and is instrumental in developing security protocols in all phases and components of a medical marijuana dispensary operation; including physical perimeter and interior security for grow and dispensary operations, product security to prevent theft or diversion and transportation and delivery security protocols.



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**EVIDENCE OF ENROLLMENT WITH DEPARTMENT OF CRIMINAL JUSTICE
INFORMATION SERVICES (DCJIS)
(Exhibit 6.2)**

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

Corporation Name: Herbal Wellness Center, Inc.

Application # (if more than one): 1 of 2

Attach evidence of enrollment.



iCORI

Commonwealth of Massachusetts
Department of Criminal Justice Information Services

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1 Choose Account Type

2 Enter Account Details

3 Verify and Submit

4 **Confirmation**

iCORI Account Information Submitted on 11/19/2013, 15:00

Your Organization account has been created successfully. An email containing account activation information has been sent to the email address below. Please print this information for your records.

Please Note: You will not be able to perform a CORI request unless you follow the activation instructions contained within the activation e-mail.

If you have any questions regarding your account, please e-mail us at iCORI.INFO@state.ma.us, or call the Constituent Assistance and Research Unit at 617-660-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

Note: To ensure proper receipt of all iCORI emails please check your email spam filters and/or add iCORI.submission@state.ma.us to your email safe senders list.

Email: [REDACTED]

Username: **herbalwellness**

Name: **Rice, Jeffrey S**

Organization Name: **Herbal Wellness Center, Inc.**

Organization ID: [REDACTED]

Return to the [iCORI Welcome Page](#).



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**RMD STAFF
(Exhibit 6.4)**

Corporation Name: Herbal Wellness Center, Inc.

Application # (if more than one): 1 of 2

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

	Name	Role/Title
1	TBD	1 Dispensary Manager
2	TBD	1 Cultivation Manager
3	TBD	2 Wellness Consultants/Cultivation Assistants
4	TBD	1 Receptionist
5	Jeffrey Rice	CEO/President/ED
6	TBD	CFO
7	TBD	COO
8		

**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 Wellness Center, Inc. Application # (if more than one): 1 of 2

Key Benchmarks ⁱ	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
DPH awards provisional licenses	1/31/14	N/A	N/A	Projected opening date of May 1, 2014
Sign lease to secure dispensing, cultivation, and processing facilities	2/1/14	Jeffrey Rice (CEO/President/ED)	Medium	
Commence build-out of dispensary, cultivation, and processing facilities	2/1/14	Jeffrey Rice (CEO/President/ED)	High	
Complete build out of dispensary	2/24/14	Jeffrey Rice (CEO/President/ED)	High	
Complete facility, security and rooms build out at the CPF	3/1/14	Jeffrey Rice (CEO/President/ED)	High	
DPH final inspection & receiving approval and Certificate of Registration	3/3/14	Jeffrey Rice (CEO/President/ED)	High	
First seeds planted	3/1/14	Jeffrey Rice (CEO/President/ED)	High	
Hire and train personnel	3/5/14	Jeffrey Rice (CEO/President/ED)	High	
Key personnel to be trained in all phases of security system	3/10/14	Jeffrey Rice (CEO/President/ED)	High	
Key personnel to be trained on all phases of point-of-sale and inventory management system using the Medbox dispensing system.	3/15/14	Jeffrey Rice (CEO/President/ED)	High	

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Local law enforcement meet-and-greet at RMD facility prior to opening	4/10/14	Jeffrey Rice (CEO/President/ED)	Medium	
Meeting with Medbox Board Advisory Committee (BAC) to discuss protocols, security, law enforcement, tax advice, operations overview, MIPS consultancy, etc.	4/5/14	Jeffrey Rice (CEO/President/ED)	High	
Initiate insurance, lab testing, and all other admin functions in preparation for state inspection and grand opening.	4/5/14	Jeffrey Rice (CEO/President/ED)	High	
Open dispensary for education, counseling and resources services	4/15/14	Jeffrey Rice (CEO/President/ED)	High	
Harvest of 1st yield of early blooming strains	4/15/14	Jeffrey Rice (CEO/President/ED)	High	
Opening Day!!	5/1/14	Jeffrey Rice (CEO/President/ED)	High	

¹ Insert more rows if needed



ORIGINAL

PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)

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

Corporation Name: Herbal Wellness Center, Inc.

Application # (if more than one): 1 of 2

Attach sliding price scale.

	Price Discount
Tier 1 Defined as any patient, over the age of 18, who meets the legal definition of "Hardship".	20% Discount
Tier 2 Defined as meeting the legal the definition of "Hardship", be under 18 years of age, and meet the requirements of 105 CMR 725.010(J).	50% Discount