

APPLICATION RESPONSE FORM COVER PAGE

Make this the first page of your response

74

Corporation

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

Website URL (if applicable): [http://ipa-ma.org]

Address:

[53 Town Farm Road]

[]

City: [Ipswich] State: [MA] Zip: [01938]

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

First Name: [Samuel] Last Name: [Sokol-Margolis]

FEIN: [901007354]

Contact Person

First Name: [Joseph] Last Name: [McCarthy]

Title: [President]

Telephone: (508) 397-0217 FAX: (978) 356-9595 E-Mail: [jmccarthy@ipa-ma.org]

Contact Person Address (if different):

[N/A]

[]

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

Authorized Signature

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

Background Check Authorization

The Department will conduct a background check on:

1. Each member of the applicant's **Executive Management Team** (those persons listed in exhibit 2.1);
2. Each member of the **Board of Directors** (those persons listed in exhibit 1.4);
3. Each **Member** of the corporation. In the event a **Member** of the corporation is an organization, the

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

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

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

Application Fee

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

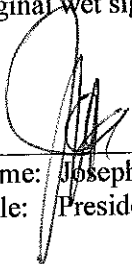
\$30,000 bank/cashier's check attached.

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

Required Signatures

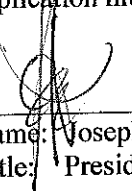
Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.

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


 Name: Joseph McCarthy
 Title: President

20 Nov 2013
 Date

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


 Name: Joseph McCarthy
 Title: President

20 Nov 2013
 Date



APPLICATION RESPONSE FORM

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

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

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

Enter text here: example text limit 1,250 characters

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

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

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

Definitions

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

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

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

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

Questions

1. Applicant's Corporate Background

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

[Ipswich Pharmaceutical Associates, Inc.; Incorporated on July 11, 2013]

1.2 Describe the organization's mission and vision.

[Ipswich Pharmaceutical Associates, Inc. is dedicated to providing high quality alternative medicine and superior service to registered Massachusetts medical cannabis patients in a secure and compassionate environment.]



Many of us have family, friends or colleagues who have suffered the ravages that not only come from severe illness, but often from the side effects of pain medication which leave them unable to focus or function. We believe that by supplying safe, high quality medical cannabis to those who suffer from chronic pain and illness, we can provide the relief that will enhance the quality of their lives. It is our goal to supply all qualified patients and will offer discounted or free medicine to those who require assistance.

As Massachusetts citizens we believe that we also have a responsibility to give back to the communities that we serve and will strive to make a positive impact through support of educational and community programs—in particular, programs such as Excellence in Education and the community DARE program. Our non-profit structure will make us accessible through a Community Liaison in order to address other needs in the community, particularly among the underserved populations of Essex County.]

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.

[While the corporation's articles of organization have not been amended, there .

[REDACTED] Therefore, at this juncture, he has tendered his registration. In his place, the IPA Board has elected Pamela Marcaurette to the Board to fulfill Mr. Marcaurette's term.

Additionally, the Board of Directors has decided to add Samuel Sokol-Margolis to the board. Mr. Sokol-Margolis comes to IPA with a great deal of retail experience and with significant personal assets. He is committed to providing IPA with his business acumen backed by his \$500,000 loan to assist IPA

in this initial start-up period. Mr. Sokol-Margolis brings a great deal of retail experience to the Board, and his familiarity with start-ups is ideal during this phase of the project.]

Amended articles of organization attached as exhibit 1.7

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

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

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

List of references attached as exhibit 1.9

2. Applicant's Evidence of Business Management Experience

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

List of Executive Management Team attached as exhibit 2.1

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

[Samuel Sokol-Margolis, Chief Executive Officer

Samuel Sokol-Margolis is the owner of SS Investments, Inc./SSM Holdings, Inc. located in Boston, MA. SS Investments, Inc. provides hospitality consulting, development and holdings to a diverse group of clients, in the support of small business owners' pursuit of their dreams. Since attaining ownership in 2009, Mr. Sokol has been proactive in advancing his business; subsequently the enterprise has seen a drastic increase of customer satisfaction, equity, and growth within the last four years. Such accomplishments have been attainable, primarily through proper management. With great pride, Mr. Sokol has seized ownership of every aspect of his company, including marketing, management, re-branding, PR, budget overhaul, and capital injection. Mr. Sokol's experience has provided him with an all-encompassing understanding of business development. He has demonstrated an ability to hone in on attention to detail, while implementing an effective plan for the "big picture". This flexible approach reflects a personal attribute in addition to successful business practice.

In addition to owning his own business, Samuel Sokol maintains the title of partner for Sokol Reality LLC./ Proper Reality Group, LLC. Mr. Sokol has had the pleasure of starting at the inception and participating in the growth of this real estate project. Since start up, Mr. Sokol has worked with all parties who are represented in the real estate realm, including tenants, general contractors, brokers and agents. Mr. Sokol's success in this venture is attributed to his superb communication skills and ability to make many feel at ease. It is with this particular skill set that Mr. Sokol will strive to attain transparency, clarity and compatibility between patients, the community, and Ipswich Pharmaceutical Associates, Inc. (IPA).

Throughout his career, Mr. Sokol has used his entrepreneurial and managerial skills to create and foster successful businesses aimed at aiding clients, consumers and producing profits. He has played a pivotal role in all aspects of his business, demonstrating a driven demeanor and organized thought process. As an established professional, Mr. Sokol is looking to branch out from his current participation in the private sector to a more service oriented organization. He is seeking to utilize his skills to aid ailing Massachusetts residents, while ensuring the successful implementation of IPA's business plan.

Elizabeth McCarthy, Chief Operations Officer

Elizabeth McCarthy, President and Owner of McCarthy Telemarketing, is a local proprietor with over twenty-five years of entrepreneurial experience. A strong leader with a wealth of organizational skills, her success is based on a remarkable ability to prioritize and phase projects to achieve her goals. Ms. McCarthy is an involved manager and has been responsible for all aspects of her organization, including sales, training, operations, invoicing, accounts payable, accounts receivable, payroll, and staffing. Ms. McCarthy's experience has given her a keen understanding of how to take an organization from start-up through maturity. She was able to grow her telemarketing business from a small work-at-home opportunity to a thriving call center with an annual billing of approximately three quarters of a million dollars in just a few years. Although she has scaled back her operation over the past few years in order to enjoy time with her children prior to leaving for college, Ms. McCarthy has taken pride in serving as a role model for her daughters and other young women, by demonstrating that women can run successful businesses.

Over the course of her career, Ms. McCarthy has also gained the experience of building a retail business. Prior to launching McCarthy Telemarketing, she also started and operated a profitable catering company in Boston, MA. The catering business is a highly competitive endeavor that requires not only superior and fresh product, but survives on repeat business. Ms. McCarthy's skill at providing a clean, attractive and compliant storefront, and her talent for connecting with her customers, made her business thrive. Her distinctive way of managing her client stress as they were planning large functions and providing them with clear guidance was one of the more rewarding aspects of the endeavor. It was actually this unique ability to build rapport with customers and to train others to accomplish similar interactions that eventually led Ms. McCarthy to the telemarketing business she currently owns.

At this juncture in her career, Ms. McCarthy is looking to reconnect with her customers on a more personal level—one that her current telemarketing cannot provide. She is broadly involved with her community, successfully executing and participating in fundraising projects for both school and municipal programs. She was also instrumental in the Turn-the-Tide campaign which successfully overrode proposition 2 ½ to increase desperately needed funding to the Ipswich Public School System. Now, she is excited about the opportunity to do more.

With the passing of the medical marijuana initiative last November, she has become engaged with the idea that she can have a positive impact on people's lives. She is willing and able to offer a place where patients can come and be offered the relief for which they are seeking. To be able to see a cancer patient stop losing weight so that their body has a chance to fight this terrible illness serves as the motivation that Ms. McCarthy requires to invest all the time, effort and passion into Ipswich Pharmaceutical Associates, Inc. necessary to make this a sanctuary for the ill.

Joseph McCarthy, President, Director of Operations

A Journeyman Electrician (member of IBEW Local 103 since 1984), an entrepreneur, and owner/manager of income real estate, Joseph McCarthy has the broad project management experience

necessary to take Ipswich Pharmaceutical Associates, Inc. from the initial facility build-out through the ongoing supervision of a proper grow environment necessary for the cultivation of the medicine.

Working with an income property in South Boston, MA, which he purchased in some disrepair, Mr. McCarthy managed to transform the building into comfortable, safe and reasonably priced homes for his tenants. He is a hands-on property manager with all the residents knowing him by name and relying on the fact that he will be there to address their issues and concerns. It is this type of involvement that provides them with a sense of security that is often lacking from non-residential landlords and speaks volumes to the way Mr. McCarthy conducts his business.

Mr. McCarthy is a disabled veteran who proudly served our country as a Marine and takes the mission of IPA personally. He has spent time with other veterans who have been impacted by pain and disability and is driven to provide alternative and safe medicine to improve the quality of life.

David S. Orlinoff, Consultant

While the management team does not have direct experience with nonprofits, the Board of Ipswich Pharmaceutical Associates, Inc. has engaged David S. Orlinoff to provide consulting services as required. Mr. Orlinoff is the Principal of Concord Financial Organization (CFO) which has been offering financial and management advice to diverse mid-size businesses and nonprofits since 1987 and is based in the Greater Boston area.

Mr. Orlinoff's nonprofit experience is extensive. As an executive or consultant with organizations of all sizes, he has served on over 20 senior management teams in such sectors as education, child welfare, arts and culture, international development, and private foundations. He has overseen the development of financial systems and processes, managed all levels of financial staff, and provided technical assistance to about 60 nonprofit organizations in all.

In addition to his consulting and management work, Mr. Orlinoff has been board chair of a grant-making foundation and currently serves as board president of Third Sector New England, a major nonprofit that provides management assistance to other nonprofits. For 13 years he has been on the Audit Committee of the United Way in Boston and since 2005 he has taught graduate courses in nonprofit financial management at Boston University and Tufts University. He holds master's degrees in Business Administration and Accounting.

In his capacity as a consultant and working in conjunction with IPA's legal counsel, Mr. Orlinoff will provide guidance to IPA's Director of Finance and potentially work with the executive management team on staffing and systems.]

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.

[Jan Marcaurette, Manager of Patient Products and Services

Jan Marcaurette currently serves as a Certified Nursing Assistant for TLC at Home. As such, Jan works with the ill and elderly, providing daily healthcare assistance. Ms. Marcaurette is responsible for the overall well-being of those in her care, including medication reminders. She not only maintains her

certification by completing a required twelve hours of continuing education each year, but is also Serve Safe Certified and provides healthy safe meals to those in her care.

Ms. Marcaurelle's experience in food safety goes back over forty-years. She served as the Manager of Bruni Farms in Ipswich, MA for nearly three decades and is currently a Food Service Director in Peabody, MA where she is responsible for overseeing the daily operation, making sure the staff complies with the City of Peabody's Department of Health regulations.

Ms. Marcaurelle's desire to provide medical marijuana comes directly from her experience working with the ill. She is an extremely compassionate and caring person who has an extraordinary gift for listening to the infirmed and empathizing with their situations. She has a passionate desire to try to assist in making their lives more comfortable, and while she has no direct experience in providing marijuana for medical use, Ms. Marcaurelle will be working closely with two of our Advisory Board Members, Dr. Ronald Backer, and David O'Connor to establish protocols and procedures to ensure the health and safety of all IPA patients.

Ronald Backer, M.D., a member of the IPA Advisory Board will act as Medical Pro-Tem Medical Advisor. He is a Doctor of Internal Medicine and believes in the use of medical marijuana as an alternative treatment for the conditions covered under 105 CMR 725.000: Implementation of an Act for the Humanitarian Medical Use of Marijuana. Dr. Backer is a practicing physician who works with adult patients suffering from an array of conditions that includes treatment of chemical dependency and pain management. He has also acted as a mentor and taught medical students and therefore will be asked to review all the training, process and procedures established at IPA. Dr. Backer sees the need for involvement of the medical establishment in the growing field of alternative medicine. In his spare time Dr. Backer is an organic farmer who is a passionate proponent of the local agricultural movement.

Mr. O'Connor oversaw HIV-Related services involving other state departments such as Housing, Corrections, Medical and Mental Health Activities, and Substance Abuse Programs.

Board Member Pamela Marcaurelle will also be providing guidance to the Executive Management Team. Mrs. Marcaurelle has over a decade of experience working as a Medical Secretary for Cape Ann Pediatric Associates. During her tenure, she was responsible for patient records, appointments, and billing. She will review the policies and procedures of the dispensary and provide feedback on how to operate as an efficient Medical Office.]

- 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.

[Paul Neenan, Director of Finance

Ipswich Pharmaceutical Associates, Inc has appointed Paul Neenan to the position of Director of Finance. As such, he will be responsible for the financial management and oversight of the organization. This includes the development and implementation of all financial controls, reporting processes, and treasury functions.

After graduating from Salem State College in 1987 with a degree in accounting, Mr. Neenan began his career at Darmody, Merlino & Co, a local CPA firm located in Boston. There, he provided accounting, auditing, tax, and advisory services to numerous clients throughout the commonwealth. Clients ranged in size with revenue from one hundred thousand to one hundred million and were engaged in various

industries, including construction, engineering, manufacturing, real estate development, and nonprofit organizations. One of these clients was the Colonel Daniel Marr Boys and Girls Club of Dorchester, a local organization established in 1974 to inspire and enable all young people to realize their full potential by providing opportunities for personal growth. For several years, Mr. Neenan performed the annual audits, prepared the nonprofit tax returns, and provided the required financial reporting and management comments to Executive Management. While working at the CPA firm, Mr. Neenan passed all four parts of the CPA exam and was promoted to Manager.

In 1994, Mr. Neenan entered the private sector by accepting a position with a large local contractor. His immediate responsibility was as Controller of a joint venture for the underground construction of the Inter-Island tunnel in Boston harbor, completed in 1998, with a final contract value of one hundred and sixty million. Due to a recent management change, Mr. Neenan was instantly tasked with the setup of the new entity and oversight of accounts payable, accounts receivable and payroll processes. This included the implementation of a new accounting system, establishment of several bank accounts, and the hiring and training of several personnel for accounts payable, payroll and office support. The company setup included converting approximately fifty million dollars in cost detail to the new accounting system. Mr. Neenan developed daily, weekly and monthly reports that included costs incurred, budgeted costs, and expected revenue which he provided to the project management team and the joint venture partners. This reporting process allowed management to make strategic decisions to stay within the budget. Mr. Neenan also prepared quarterly and annual payroll tax returns and coordinated the annual audit of the joint venture.

Concurrent with the above project, Mr. Neenan was assigned as Controller on another construction entity. This joint venture was established with a new partner to bid various projects on the Central Artery. Three contracts were managed under this joint venture for a total of six hundred and fifty million dollars. Mr. Neenan set up the original company, then hired and trained various personnel for payroll, accounts payable, and accounts receivable. He also developed all reporting policies and procedures and coordinated monthly detail cost reviews with project management and joint venture partners. During this joint venture Mr. Neenan also performed audits of subcontractor's records.

In 2000, Mr. Neenan was promoted to Corporate Controller. The company's revenue was close to one billion dollars a year from numerous entities in different industries that included construction, boat and bus transportation, restaurant, farming, and healthcare. Mr. Neenan was responsible for all financial reporting, payroll, tax, accounts receivable, accounts payable, accounting and treasury functions and also included the financial oversight and management of divisional controllers for various subsidiaries. As part of this oversight, he implemented specific internal controls for revenue recognition along with cash management controls for several subsidiaries, including a Holistic Health Center business. Mr. Neenan also managed the preparation of detailed revenue projections using varying patient stats and various revenue assumptions that were provided to executive management.

Mr. Neenan also served as Cash Management & Treasury Manager for over thirty different entities, with activity in excess of one hundred million dollars per month. He and his team developed an enhanced cash management and projection system from over fifty ongoing projects. This allowed management to operate with minimum working capital while doing over one billion dollars a year in business. As corporate acquisitions were anticipated, Mr. Neenan performed the financial analysis and due diligence of several potential subsidiaries that resulted in the company acquiring a New York construction company with an estimated worth of fifty million dollars.

Mr. Neenan also worked closely with the CFO to provide various analysis to be used in the negotiation and restructuring of over two hundred million dollars in debt. Other responsibilities included the

handling of all insurance audits, supervision of the annual year-end audit, and audits of various subcontractors and vendors.

From 2007 to 2011, Mr. Neenan was Controller for a local demolition contractor with annual revenues of fifty to one hundred million dollars and included oversight of an accounting staff of seven individuals. Primary responsibilities were the management of all accounting, financial reporting and compliance, and providing detail cost analysis and financial projections to the owner and the executive team. He provided due diligence and guidance in various multi-million dollar acquisitions of equipment and real estate, and also for debt restructuring and lender negotiations. Mr. Neenan also partnered with the project management teams to maximize revenue during contract negotiations.

Currently Mr. Neenan serves as the Corporate Controller of a construction company with annual revenues in excess of eight hundred million dollars. He is responsible for all internal and external financial reporting, budgeting, and the oversight of all accounting, payroll, accounts payable, tax and banking functions. Mr. Neenan supervises several managers with a staff of approximately 30 employees. The company performs over five hundred projects annually and has done business in over forty states. Mr. Neenan was the lead analyst in the negotiations for a new credit facility for twenty five million dollars and is responsible for the daily cash management process with monthly activity between fifty and ninety million dollars. Other responsibilities include serving as a member of the Internal Audit Committee that monitors compliance with established corporate policies and procedures, with required communication to the Board of Directors.]

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.

[Paul Neenan, Director of Finance

During the course of his career, Paul Neenan has served in numerous financial roles over the past twenty-five years, including Independent Auditor, Divisional Controller, and Corporate Controller. With each of these positions came the responsibility of providing executive management and / or governing board, timely, complete and accurate financial information. Mr. Neenan was also required to evaluate and report on any weaknesses in the internal controls and inefficiencies in the processing of financial information. This would include providing recommendations for improvements and corrective actions in the processing and internal controls.

The following are specific experiences regarding corrective actions as a result of operational reviews.

- **Deficiency identified:** During the annual audit of a nonprofit organization it was discovered that the client was mistakenly understating income as a result of an internal calculation of investment interest.

Corrective action: Mr. Neenan and his independent audit team provided the correct calculation and established detail procedures for vouching all investments, enabling the client to produce accurate monthly financial reports to management and the Board of Directors. The result was that the following year's audit, the nonprofit organization did not disclose any misstatements.

- **Deficiency identified:** During a scheduled monthly management review of project financials for a large contractor, it was noted that there were inconsistent procedures for revenue recognition on various projects.

Corrective action: Executive management established a specific project audit team to develop policies and procedures for accounting for the various types of project revenue, and implemented reporting tools to ensure this compliance was met.

- **Deficiency identified:** At the conclusion of an annual audit for a workers compensation policy of a large contractor, the auditor revealed that several of the employees were incorrectly classified for workers compensation exposure which resulted in incorrect premiums being charged and also impacted the experience modification factor.

Corrective action: Mr. Neenan, as Controller of the organization, implemented policies and procedure for approving the employee's setup, and for periodical reviews of workers compensation reports by the project teams and executive management.

- **Deficiency identified:** A compliance audit of a medium size contractor by a state and local tax agency was conducted over a period of several years. The audit revealed the lack of proper documentation for out of pocket expenses made by employees. During the testing phase of the audit it was noted that there were various missing receipts for different purchases. This resulted in additional taxes being assessed at the completion of the audit, which the company had to pay.

Corrective action: Management developed new policies and procedures to account for the types of expenses that were noted during the audit. A new form and a pre approval process were initiated, along with the required submission of the original receipt prior to the expense being reimbursed by the company. This process reduced the amount of exceptions during subsequent audits.

- **Deficiency identified:** A medium size contractor was under audit for several years by a local union shop to ensure the accuracy of the hours being reported and the benefits being paid for the union members. The auditor concluded that the company was due a refund for benefits paid relating to several union employees. The overpayment was a result of the employees working in several states, and the company paying benefits for all hours the employees had worked during a given year, when the union agreement specified there was a limit on the amount of hours that the company owed.

Corrective action: Management of the company consulted with the providers of the accounting and payroll system to add additional specifications to the payroll system. As a result, the company was able to produce enhanced reporting for employees within each union and comply with the limits of the union requirements. These reports allowed management to monitor the employees total hours, making sure they did not exceed the hourly limits set by the unions, regardless of the number of states they worked in or the total amount of hours worked.

- **Deficiency identified:** An internal audit was conducted on the accuracy of the documentation for cost plus billings provided to the owner on a construction joint venture. In comparing the cost ledger detail to the actual billings, it was determined that there were some costs missing from the backup to the billings, resulting in reduced revenue for the period.

Corrective action: Project management instituted a new workflow process where the manager of the billing department would have to sign off on all the accounts payable invoices and payroll time sheets before they could be entered into the system for processing, ensuring that they had examined all costs related to the billing process. Accounts payable and payroll would need to sign off on the invoices and time sheets containing the billing manager's signature. Posting totals from accounts payable and payroll were then compared to the invoiced owner by the billing manager.

- **Deficiency identified:** During an annual audit of an employee benefit plan of a small contractor, it was noted that there were inaccurate records kept by management, resulting in some confusion as to the correct employee elections.

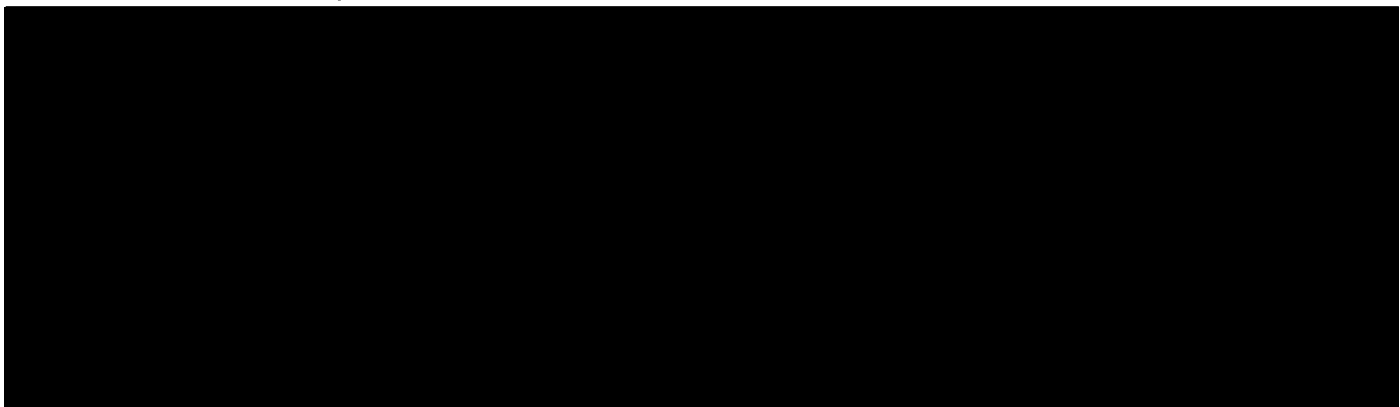
Corrective action: Management issued new requirements for the collection, electronic filing, and indexing of employee's information that resulted in positive results in subsequent audits.

- **Deficiency identified:** During an internal review by executive management of company assets, it was discovered that the carrying value of the assets was not accurate, due to specific financing agreements and existing liens, which had a direct effect on the reporting value of the company.

Corrective action: Management instituted an immediate assessment of all company assets and related financing. This included a physical inventory as well as a detail review of all financing documents. A consolidated report with the detail of all assets encompassing all liens was generated and updated for circulation to executive management on a monthly basis.]

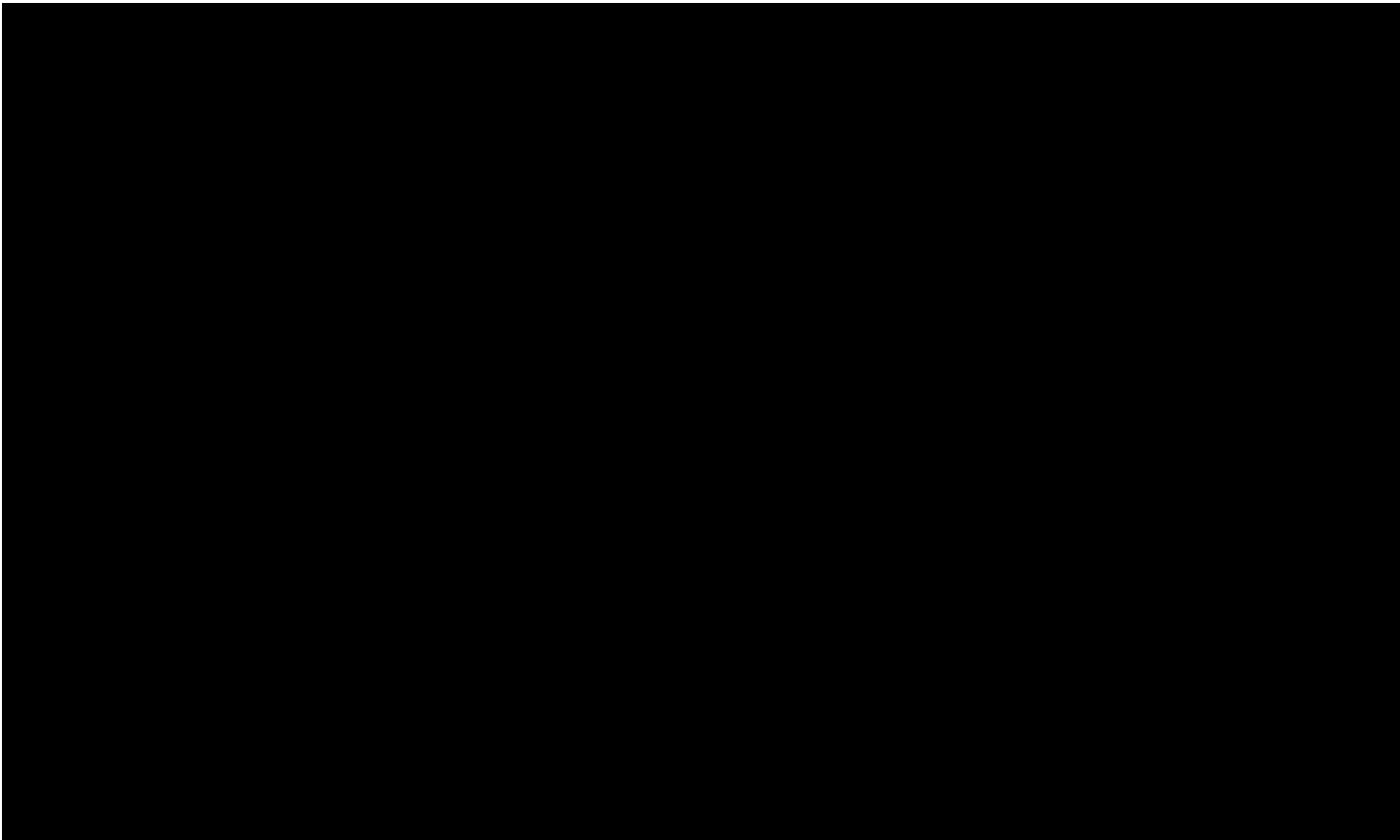
3. Applicant's Evidence of Suitability

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

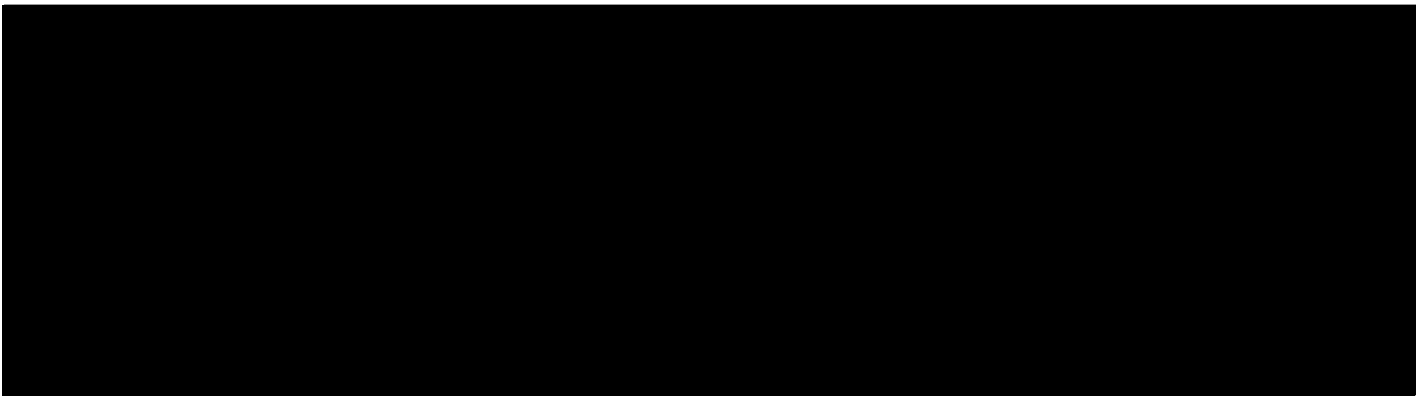


- 3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but not limited to action against any health care facility or facility for providing marijuana for medical purposes in which those individuals either owned shares of stock or served as executives, and which resulted in conviction, guilty plea, plea of nolo contendere, or admission of sufficient facts. If no history of such criminal action, indicate N/A.

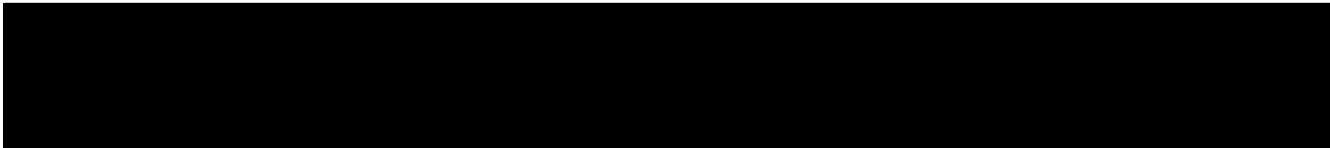
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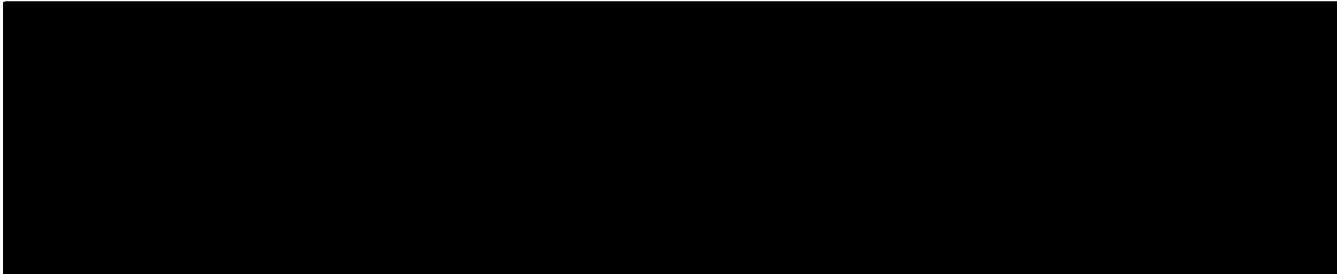


3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but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

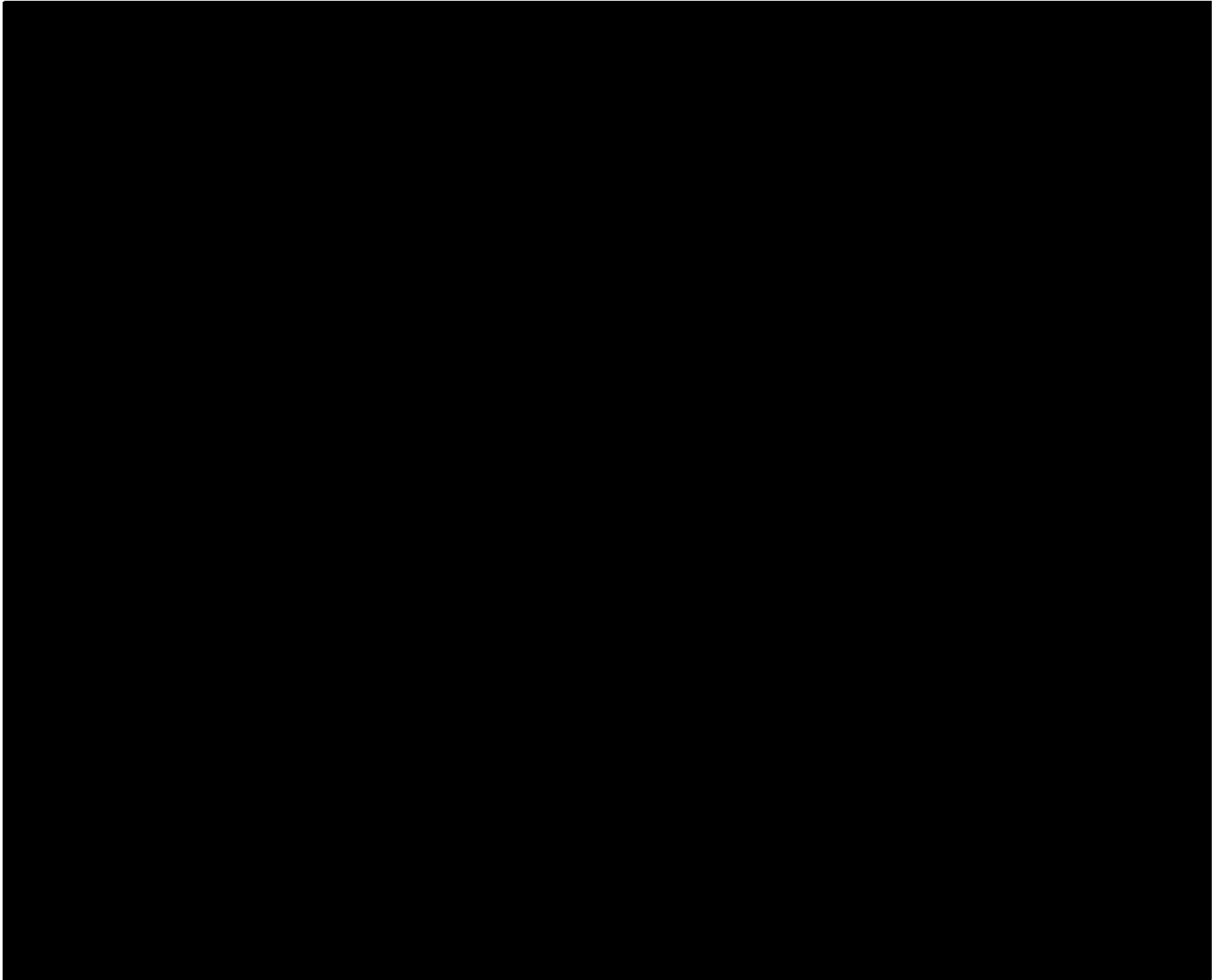


3.4 Indicate and describe whether any member of the **Executive Management Team or Board of Directors, including Board Officers**, has been the subject of any past discipline, or a pending disciplinary action or unresolved complaint, by the Commonwealth, or a like action or complaint by another state,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





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



4. Applicant's Evidence of Financial Condition

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

account in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, said individual must provide a completed and signed a notarized Letter of Commitment (in exhibit 4.1).

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

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

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

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

[Summary of Projected Capital Expense Plan

Ipswich Pharmaceutical Associates, Inc. (IPA) secured a lease at 31 Turnpike Road in Ipswich, MA in June, 2013. This site consists of 1,800 square feet of leased property for the proposed cultivation process and dispensary operations. The cost of the lease is \$1,000 per month and will increase to \$1,500 per month when the build-out begins. The existing structure is a metal building and is fully functioning with electric, security, plumbing, and waste disposal. This site is in compliance with all state and town regulatory requirements for RMD operations. IPA has estimated an allowance of \$10,000 for site clean-up and preparation prior to the commencement of the build-out phase.

Planning and Development Process

IPA began its planning and development process in mid 2013, with the incorporation of the nonprofit entity, the procurement of a web domain and the establishment of the board of directors, a total initial investment of \$1,300. In August of 2013, IPA entered a submission during the RMD phase 1 application process along with the fee of \$1,500. The submission proved successful and IPA is now moving onto the second phase of the application process, requiring an additional \$30,000 non-refundable application fee, which the nonprofit has secured.

During this phase, IPA has contracted legal consulting services from a reputable local attorney with extensive knowledge and background in the RMD process. The fees for these services during the application phase are anticipated to be \$10,000. IPA has also enlisted the services of an experienced nonprofit consultant. This individual has provided service to various nonprofit organizations in the capacity of CFO for accounting, tax and business advisory services.

In October, 2013, IPA hired Cummings Architects of Ipswich, to do a full site evaluation at the cost of \$9,000. The deliverable is a detailed analysis, internal and external, for the entire operations of the proposed RMD. The plan, which is detailed below, consists of the following elements:

- Three 412 square foot self contained grow rooms
- One 500 square foot kitchen
- One 500 square foot drying and processing room
- Full service counter / reception operations
- One Patient consulting room

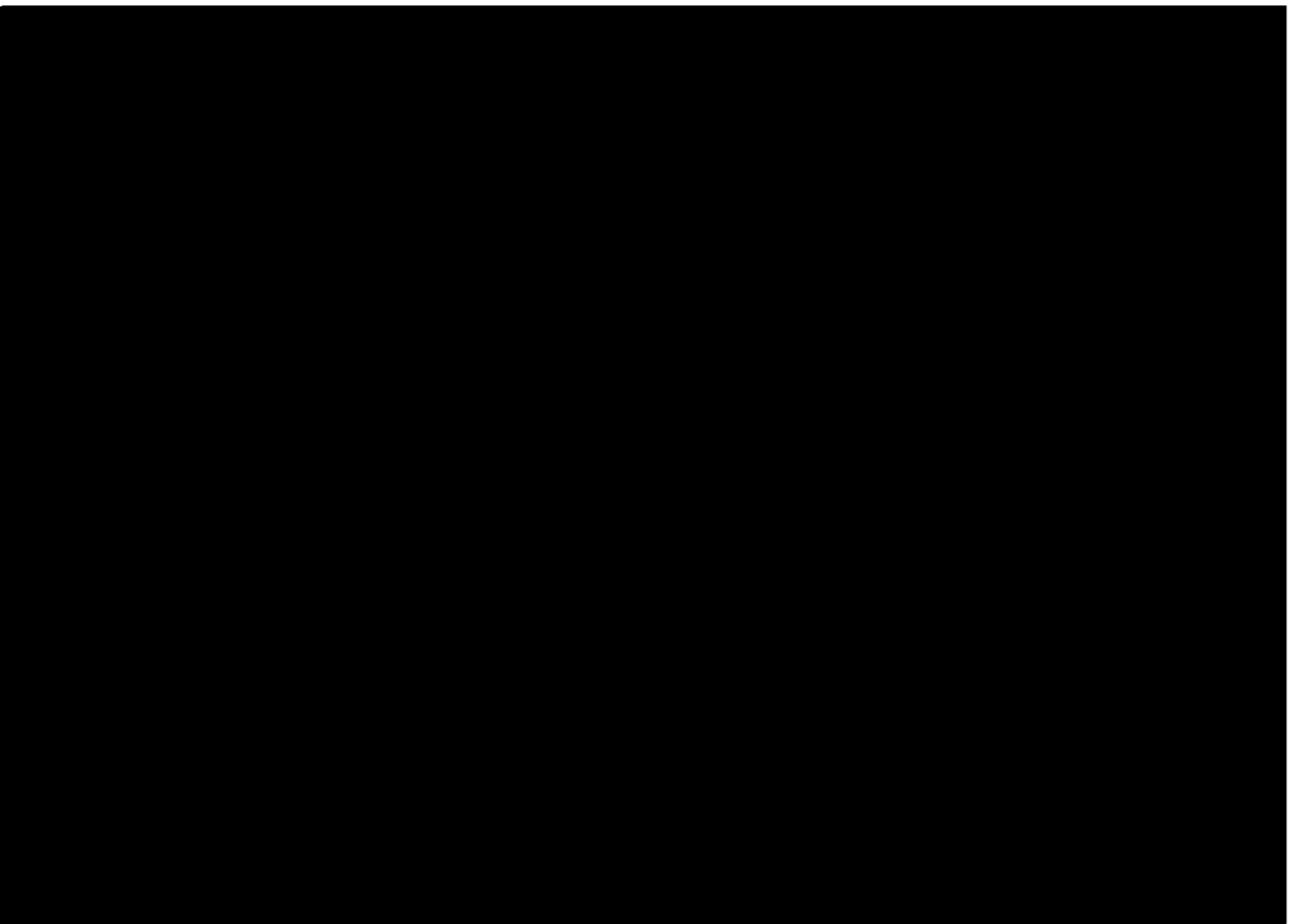
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- Patient bathroom / washing facilities
- Handicapped access
- Safe / Storage room for excess
- Parking lot access
- Upgrade to existing security system
- Upgrade to existing fire alarm

During the planning stage, IPA will file and have funds readily available to pay for the State Architectural Fee of \$1,500 and has secured a General Liability Policy at a cost of \$855, in accordance with the requirements as stated in 105 CMR for the build out phase of the project. IPA has also put aside \$12,000 for the bond required for the Town of Ispwich Special Permit.

Build Out Costs / Equipment Costs

IPA anticipates the build out process to start within two weeks of receiving the provisional license. The entire construction phase is anticipated to last sixty days and consists of the following elements:



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.

[Year One Operating Budget Narrative

Ipswich Pharmaceutical Associates, Inc. (IPA) has developed a detail operating budget for the first year of operations. After the completion of the build-out phase, the state inspection, and should an RMD license be awarded from the Commonwealth of Massachusetts, IPA will be ready to commence operations beginning on May 1, 2014.

Staffing

The Executive is a member of the Board of Directors and will be overseeing the operation of the RMD. IPA will immediately proceed to contract and or hire individuals to fill positions within the cultivation facility and the dispensary once the operations commence.

Key members of the management and executive team have already been identified, including the Director of Operations, the Director of Finance, the Compliance Officer and the Manager of Patient Products and Services. IPA has also identified an experienced Master Grower who will be contracted to provide hands-on guidance to the cultivation operation from build-out of the facility through the first harvest. The estimated cost the grow consultant along with additional nonprofit, legal and financial consultants is anticipated to cost approximately \$240,000 in the first year.

Two months prior to the first harvest, around June 1, 2014, the Director of Operations will begin working with the Manager of Patient Products and Services to fill the following positions—see questions 6.1 through 6.4 of this application for details on the IPA RMD staffing plan and reporting structure.

- Manager of Horticulture. 1 Fulltime Employee [1 FTE]
- Greenhouse Workers. 2 Part-time Employees [1.5 FTE]
- Packaging Specialist. 1 Part-time Employee [0.75 FTE]
- Patient Liaison. 1 Fulltime Employee [1.0 FTE]
- Dispensary Aides. 4 Part-time Employees [2.0 FTE]
- Community Outreach and Education Specialist. 1 Fulltime Employee [1.0 FTE]
- Bookkeeper. 1 Part-time Employee [0.5 FTE]

The total cost for all salaries and benefits for the first year are projected to be \$617,868.

Other Cost in the First Year of Operations

- As discussed earlier, the facility is being rented and will cost \$1,500 dollars per month during the first year of operations.
- Anticipated costs for product liability, general liability, and workers compensation insurance are \$48,827.
- Utilities cost for HVAC, heating, electricity and waste removal are estimated to be \$30,000.
- Product testing, as stipulated in by independent laboratories, MCR Labs, for profile and contaminants as stipulated in 105 CMR 725.105(C)(2), is estimated at \$81,200.
- Supplies for the cultivation operation which includes, seeds, soil and packing materials are estimated to be \$13,200
- General Office expenses are \$17,980 which include, tracking software, internet access, and wholesale cost of supplemental products to sell as required under 105 CMR 725.100.
- IPA is committed to earmarking 5% of sales to charitable contributions. Based on projected revenue in the first year, this is expected to be approximately \$75,000.
- Approximately half of the total \$500,000 required by the commonwealth for startup capital has been loaned by small donors. These funds are to be repaid in twenty-four monthly installments beginning

on February 1, 2015. The principle payments in the first year amount to \$62,496. These payments carry interest at prime plus 2% and the interest payment in the first year is projected to be \$28,754. The total of these payments is expected to be paid off by the third year of operations.

- Annual license and registration fees in the first year amount to \$ 60,000.

Revenue Analysis

If IPA is awarded a license, IPA plans to hire the grow consultant during the construction phase, management will finalize the particular strains that will be suitable for growing. The seeds will be purchased and planted on May 1, 2014, with the expectation that the first harvest will be in mid-August. It is estimated that the most efficient number of plants that the facility can support is six hundred in the first year. Based on the expected cycles of these plants, IPA projects that there will be four harvests in the first year and will generate approximately 300 pounds of product during this time.

Based on existing operating facilities, IPA has estimated that the average patient will consume approximately three quarters of a pound each year, or approximately 12 ounces. Using these estimates, IPA has projected a number of patients in the first year of operations of 403. From the amount of available product, it is estimated that IPA will provide 15% to patients with severe medical conditions at no cost. Furthermore, depending on income levels and patient history, it is estimated that 10% of the patients will receive a discount of either 25% or 50 %.

Based on the assumptions, the revenue generated in the first year will be \$1,296,622 for the retail sales of the remaining product to 343 patients at fifteen dollars per gram (four hundred and twenty-five dollars per ounce), after the allotment for patients that are paying no cost at all. IPA has also estimated that should the patient population not totally align with the production operation, excess product will be available for sale to other dispensaries at a cost of ten dollars per gram. Estimated sales from other supply products as required by 105 CMR 725.100 is \$3,000 in the first year.]

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.

[Three Year Business Plan Narrative

During the first year of operation, Ipswich Pharmaceutical Associates, Inc. (IPA) has based the operational assumptions on a conservative estimate of active patients, in part based on the limited understanding and/or acceptance of medical marijuana both by the medical establishment and the population in general. However, as the scientific evidence continues to take hold and doctors that control access to the public discussion such as Dr. Sanjay Gupta, CNN Chief Medical Correspondent continue to publicly address the benefits that medical marijuana offers¹, IPA anticipates an increased adoption of both qualifying patients and their ability to acquire the required prescription from a certified physician as laid forth in 105 CMR 725.000—see question 7.13 of this application for more on IPA's plans to provide education to the impacted communities.

Revenue Analysis

The current facility that IPA has secured does in fact allow for the expansion of the cultivation within the current structure with modest reconfiguration of the proposed grow rooms. Based on a physical

tiered system, and the introduction of hydroponic growing techniques, it is expected that IPA can increase production from six hundred plants in year one to one thousand plants in year two. Further expansion to an additional space at the current location would allow the production to double to two thousand plants in the third year.

IPA also has plans to offer a variety of MIPs with production to begin at the start of the second fiscal year and anticipates that in year two and three, one quarter of IPA's revenue will come from the MIP product line.

With the increase in production, the addition of the MIPs and an expectation of greater accessibility to the qualified patient population, IPA expects to grow from 343 active patients in year one, to 571 patients in year two. As a result, revenue is expected to grow sixty-seven percent, with total anticipated revenue to be \$2,534,091. Year three should see a doubling of patients to a total of 1,143 qualifying patients, representing total revenue of \$5,060,981.

Staffing

In order to meet the increased demand projected over years two and three, IPA anticipates adding and promoting staff to accommodate the operation. While it is not expected that the structure of the executive and management team will change, there is an expectation that the staff on both the cultivation and dispensary side will expand. Anticipated changes are as follows:

- Green House Workers. In the second year, IPA anticipates moving the two part-time employees to fulltime. In year three, the goal is to promote one employee to Greenhouse Supervisor and add two additional fulltime staff.
- Packaging Specialist. During the second year, IPA expects to make the packaging specialist fulltime and then add an additional part-time employee in year three.
- Dispensing Aides. IPA expects to begin operation with four part-time dispensing aides. In year two, the expectation would be to promote one of the four to a fulltime supervisory roll and maintain the three part-time positions into the third year.
- Bookkeeper. A part-time bookkeeper is expected to be promoted to fulltime in year two, with a part-time assistant added during the third year.
- MIP Assistant. As MIP production begins in the second year, a part-time assistant will be added to the staff. Since IPA expects to double production in the third year, that person will be made fulltime.

The following table summarizes the anticipated increases in FTEs.

TOTAL FTEs BY YEAR	YEAR 1	YEAR 2	YEAR3
Executive & Manager	8	8	8
Community Outreach and Education	1	1	1
Patient Liaison	1	1	1
Greenhouse Workers	1.5	2	4
Greenhouse Supervisor			1
MIP Assistant		0.5	1
Packaging Specialist	0.75	1	1.5
Dispensing Aides	2	1.5	1.5
Dispensary Supervisor		1	1
Bookkeeper	0.5	1	1.5

The total cost of all salaries and benefits for the second year are projected to grow sixty-percent from the \$617,868 budgeted for year one to a total of \$991,513. Salaries and benefits are expected to jump an additional fifty-three percent in year three, climbing to \$1,518,696.

Other Cost in the First Year of Operations

- The facility is being rented and will cost \$1,500 dollars per month during the second year and \$3,000 per month during the third year of operations, after the planned expansion. An option to purchase the property will be explored at the end of year two.
- Anticipated costs for product liability, general liability, and workers compensation insurance are expected to increase to \$63,656 in year two and \$97,994 in year three.
- Utilities cost for HVAC, heating, electricity and waste removal are estimated to be increased to \$33,000 in the second year and \$54,000 in the third year.
- Product testing in the second year will increase to \$168,400 and \$200,000 in the third as additional harvests, strains and MIPs are added to production.
- Supplies for the cultivation operation which includes, seeds, soil and packing materials are estimated to be to see minimal increases to \$19,900 in year two and \$25,800 in year three based mostly on increased packaging costs as a result of an increase in production.
- General Office expenses should remain fairly stable with the main increases coming from the cost of inventory for supplemental support products in proportion to the increased patient population. IPA anticipates \$19,080 to cover costs in the second year and \$23,680 is projected for the third.
- IPA is committed to earmarking 5% of sales to charitable contributions. Based on projected revenue the second and third years, this is expected to be approximately \$126,700 and 253,050 respectively.
- Approximately half of the total \$250,000 required by the commonwealth for startup capital has been loaned by small donors. These funds are to be repaid in twenty-four monthly installments. The principle payments in the second year amount to \$119,750 and conclude with \$89,813. These payments carry interest at prime plus 2% and the interest payment in the second year is projected at \$9,455 and in the third year at \$2,341.
- Capital costs in year two are expected to be minimal, with most of the expense coming in year three for the build-out of the expanded cultivation facility. IPA anticipates the total of \$40,000 to be partly offset by the completion of the payoff of the donor principle and interest.
- Annual license and dispensary agent registration fees amount to \$60,500 in year two and \$62,000 in year three providing the commonwealth maintains the current fee structure.

¹See <http://www.cnn.com/2013/08/08/health/gupta-changed-mind-marijuana/> for the complete article by Dr. Sanjay Gupta.]

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).

[In compliance with the requirements of 105 CMR 725.105(Q), Ipswich Pharmaceutical Associates, Inc. (IPA) has obtained a written quote for insurance. The commitment to bind IPA has been received from and quoted by Cannasure Insurance Services, LLC, located in Cleveland Ohio. They are the leading providers of insurance in the marijuana industry. The managing director is a regular speaker at events for the National Cannabis Industry Association (NCIA), the only trade association in the U.S. that works to advance the interests of cannabis-related businesses on the national level. They have

performed extensive risk management assessments of some of the leading dispensary, cultivation facilities and infused product manufactures from California to Colorado and they have spent hundreds of hours observing, interviewing and analyzing the unique risks facing the cannabis industry. The quote and intent to bind has is addressed directly to IPA and if for the operations located at 31 Turnpike Road, Ipswich, Mass. 10938. Detail of the proposed policy are as follows:

Limits of Insurance

- General Liability - Two million dollars general aggregate
One million dollars each occurrence
- Product Liability - Two million dollars general aggregate
One million dollars each occurrence

The policy was quoted with no deductible, and is in compliance of the 105 CMR 725.105(Q) (1), that requires a maximum deductible of \$5,000.

The carrier of the insurance is Lloyds of London and includes the following other coverage:

- \$1,000,000 for Personal & Advertising Injury
- \$100,000 for Damage to Premises Rented to insured
- \$1,000 for Medical Payments

The proposed policy also includes quotes for other coverage such as property, retail, cultivation and processing, theft, water damage, stock inventory, and crop coverage.

In addition to these quotes, IPA has already purchased a general liability policy that is currently held for the property above, prior to construction. The above policy will be purchased on receipt of the provisional license for the dispensary from the Commonwealth of Massachusetts.]

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.

[Ipswich Pharmaceutical Associates, Inc, (IPA) has secured a lease on a facility located at 31 Turnpike Road, Ipswich, MA. The President of IPA has been in direct contact with the building owner, Mr. Swain, to make him aware that is the intention of IPA to operate a RMD dispensary at the site. Mr. Swain has provided his consent to the use of the property for the stated purpose.]

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).

[Ipswich Pharmaceutical Associates, Inc, has secured a lease on a facility located at 31 Turnpike Road, Ipswich, MA. The President of IPA has been in direct contact with the building owner, Mr. Swain, to make him aware that is the intention of IPA to operate a RMD cultivation facility at the site. Mr. Swain has provided his consent to the use of the property for the stated purpose.]

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).

[Ipswich Pharmaceutical Associates, Inc, has secured a lease on a facility located at 31 Turnpike Road, Ipswich, MA. The President of IPA has been in direct contact with the building owner, Mr. Swain, to make him aware that is the intention of IPA to operate a RMD processing facility at the site. Mr. Swain has provided his consent to the use of the property for the stated purpose.]

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.

[It has been the intention of Ipswich Pharmaceutical Associates, Inc. (IPA) to locate a RMD in the Town of Ipswich since the beginning of the application process.

IPA has always been clear in the desire to locate its base of operations in a community that would value the relationship. The Town of Ipswich is such a location. The entrepreneurial spirit is alive and thriving today, with forward thinking voters that recently approved the warrant article to welcome a Registered Medical Dispensary (RMD) to Ipswich. Additionally, IPA board members have strong ties to the community and to Essex County as a whole. These strong ties will only bolster the relationship over time.

It was also apparent from the results of the November, 2012, ballot measure that there is overwhelming community support as sixty-five percent of Ipswich residents did approve the legalization of medical marijuana. Many in town have shared stories of ill friends and relatives who have not been able to find relief through their conventional treatment and are seeking an alternative. It is IPA's mission to provide this alternative.

IPA knows that there is confusion and misinformation about medical marijuana. One of IPA's goals is to be involved with the community, to answer questions and to partner with the town and surrounding

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.

communities to prevent abuse. Joseph McCarthy, President of IPA, and other members of the Board have attended the Ipswich Town Meetings and have been engaged in conversations with various town officials and organizations since the application process began. Informal and/or formal communications have been held with:

- The Ipswich Town Manager
- The Ipswich Town Planner
- The Ipswich Chief of Police
- The Ipswich Director of Public Health
- The Board of Selectman
- Members of the School Board

Upon notification from the Commonwealth of Massachusetts that IPA's submission had met the requirements during the phase 1 application process and could continue onto phase 2, pursuant to 105 CMR 725.100(B)(2), IPA immediately provided notification to the Ipswich Town Manager, Ipswich Town Planner, Ipswich Chief of Police and the Sheriff of Essex County,

On November 8, 2013 IPA provided a written request for a letter of support or non-opposition from Colleen E. Fermon, Director of Public Health, to operate a Registered Marijuana Dispensary in the Town of Ipswich. On November 12, 2013, IPA received a reply stating that the next meeting of the Board of Health is not scheduled until December 9, 2013 but offered to put IPA's request on the agenda. A representative from IPA is scheduled to attend the meeting in order to continue the dialog and keep town officials informed of IPA's intentions. The meeting will be held in Room C of the Ipswich Town Hall, at 25 Green Street.

IPA also provided a formal written request for a letter of support or non-opposition from the Ipswich Board of Selectmen and the Town Manager, Robin Crosbie. The Board of Selectmen did address this request during their meeting on Monday, November 18, 2013 and offered a letter of non-opposition which is included in this application as Exhibit 5.4.]

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.

[At the 2013 Ipswich Annual Town Meeting on May 14, registered voters passed a moratorium on the establishment of medical marijuana dispensaries in Ipswich. The moratorium, which expires on May 31, 2014, was adopted to allow time for the Town to undertake a thorough planning process and then draft a zoning provision for the regulation of medical marijuana dispensaries and related uses within the Town. That effort, which involved Planning staff, Planning Board members, the Town Health Agent, and the Chief of Police, generated the draft-zoning article that the Planning Board initiated on July 2.

The article amends the use regulations of the bylaws to allow Registered Marijuana Dispensaries (RMD's) by Planning Board special permit in the Planned Commercial (PC) and Limited Industrial (LI)

zoning districts, both of which run along Route One in the western sector of Town. The article also creates a new subsection "R" of the Special Regulations (Section IX), entitled "Registered Marijuana Dispensary (RMD)," which replaces the moratorium adopted by the 2013 Annual Town Meeting and which establishes the requirements and standards under which Registered Marijuana Dispensaries can locate and operate in Ipswich. Those include: limitations on the square footage of the facility (e.g., an RMD must be contained within a building or structure between 1,000 and 20,000 gross sq. in area); a prohibition on RMD's locating within the same building as a doctor's office or a residential unit; and not allowing RMD's to locate within 750 feet of a child care facility, a school, a drug or alcohol rehabilitation center, a correctional facility, a playground or athletic field or another licensed dispensary. Additional limitations are placed on hours of operation, the use of marijuana by qualifying patients within the facility and the size and content of exterior signs.

The article also, in Section III of the bylaw, adds or amends definitions pertinent to the medical marijuana legislation. The definitions are taken from the Commonwealth legislation and the Massachusetts Department of Public Health regulations.

The new subsection R. requires that potential owners of an RMD provide a variety of information to the Town, including copies of applicable licenses issued by the Commonwealth, a statement disclosing the names and addresses of persons associated with the dispensary, and proposed security measures. The owners of the RMD must also provide the Planning Board and the Town Clerk with an annual report that demonstrates continued compliance with the regulations set forth in the special permit, including updated Commonwealth of Massachusetts licenses. Owners are also required to post a bond at the time of construction to cover the costs of removing the RMD in the event that it becomes necessary to do so.

On October 15, 2013, the Town of Ipswich voted on its proposed bylaw to allow an RMD to be located in a light industrial zoned location included in that warrant was a 750-foot radius of clearance from the RMD. The impact on traffic will be kept to a minimum.

The following boards all voted in favor of removing any moratorium and allowing an RMD to operate in Ipswich providing it adhered to the zoning requirements.

Planning Board- Unanimously in Favor (5-0)
School Committee- Unanimously in Favor (7-0)
Board of Selectmen- Unanimously in Favor (4-0)
Zoning Board- Unanimously in Favor (5-0)
Finance Committee- Voted in Favor (7-1)

Ipswich Pharmaceutical Associates, Inc. (IPA) has secured a lease on a 1,800 square foot property at 31 Turnpike Road in Ipswich, MA. The facility shares a building with an existing machine shop but has separate entrances. The location is off of US Route 1N corridor in a light industrial zone section of Ipswich and complies with all regulations cited above.

IPA has already been in contact with town officials including the Planning Board, to review the site and the initial architectural plans, and the Chief of Police to discuss required security measures. IPA will provide all the required documentation and the mandatory bond to the Town of Ipswich once a provisional license is issued by the Commonwealth.]

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.

[Ipswich Pharmaceutical Associates, Inc. (IPA) envisions making voluntary donations into a variety of programs that will enhance and improve the lives of residents in both Ipswich and the neighboring towns of Essex County.

Many cities and towns have seen a decrease in local aid due in part to the decline of property values. Ipswich has always valued the importance of guiding future development as stated in the Ipswich Town Charter. As a nonprofit, IPA recognizes the potential burden that may be placed on town resources, while not contributing to the local tax base. Therefore, IPA is investigating the opportunity to enter into a PILOT program with the Town of Ipswich and potentially other neighboring communities, to become a long-term partner and to add much needed funds to the coffers of both the school and municipal side of the budget.

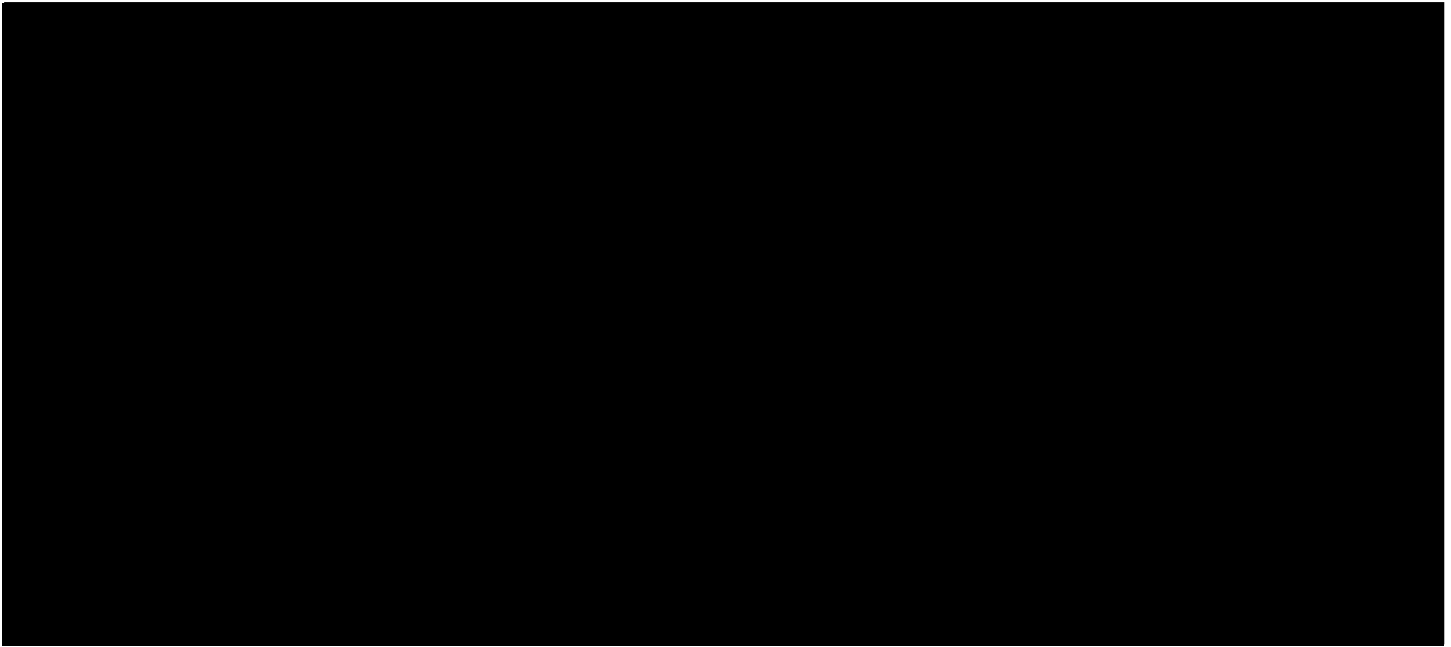
The objective of the PILOT program would be to help offset the costs of providing public services to IPA. Compared with neighboring towns, Ipswich is geographically large (33 square miles) with a relatively small population of approximately 13,000 residents to support the required services. A partnership between IPA and the town will provide much needed revenues while fostering a long standing and cooperative relationship. Funds earmarked through the guidance and support of the local boards, committees, and town officials, would provide additional funding to such worthy causes as the Excellence in Education and the community DARE program.

Beyond Ipswich's town borders, IPA intends to reach out to other neighboring towns. Ipswich's Emergency Three-Tiered Response System reaches to the towns of Rowley and Topsfield. IPA plans to reach out to the Topsfield Police directly, as it is anticipated that Topsfield will potentially provide additional surveillance to IPA's operations since Topsfield is geographically closer than the Ipswich Police Station. A PILOT program designed for neighboring towns to cover these types of expenses is also under consideration, as it will foster a closer relationship by establishing open communication and while maintaining a high level of security.

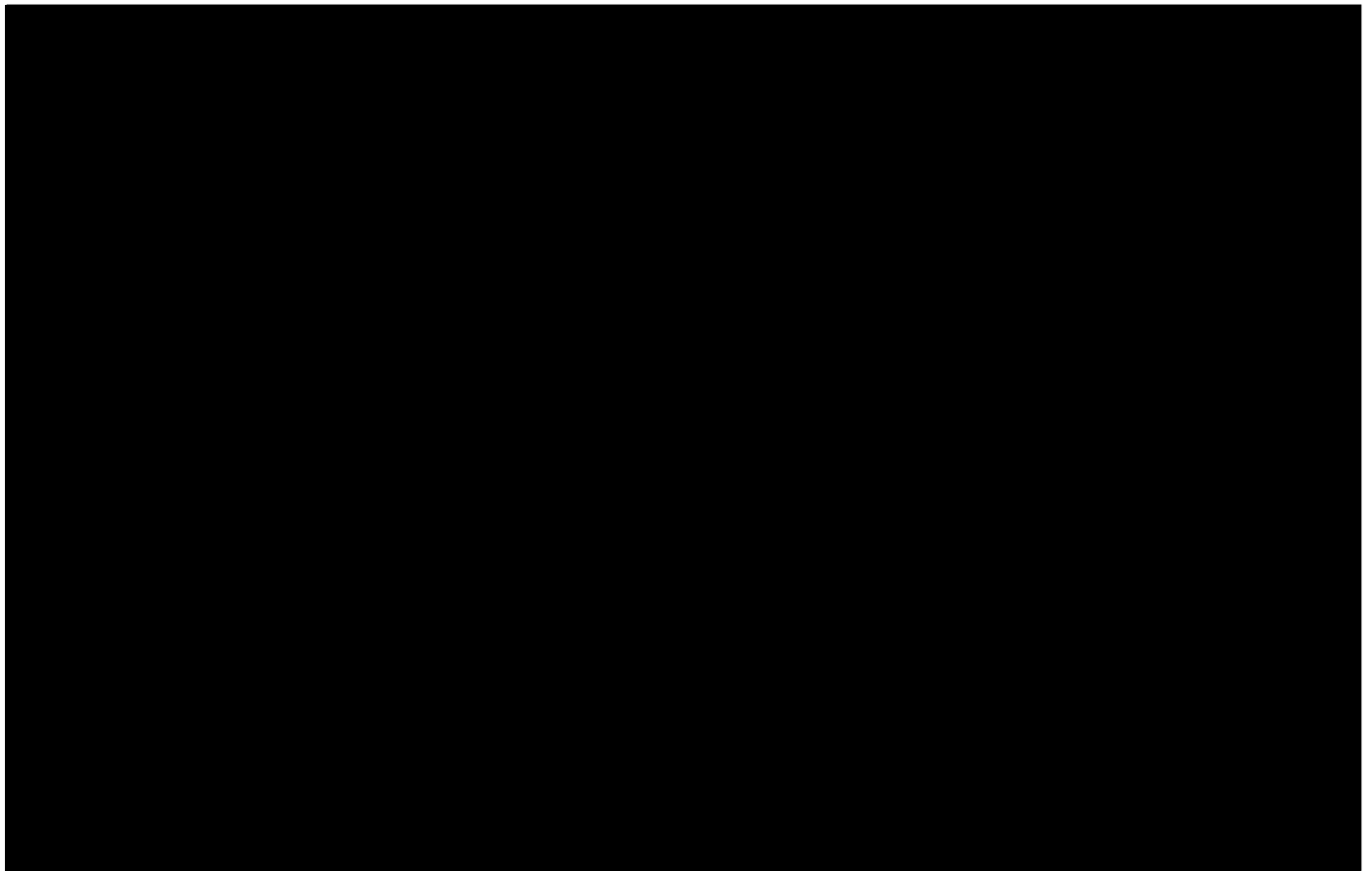
Beyond the PILOT program, IPA is very interested in reaching out to underserved populations in Essex County. As mentioned previously in the IPA operating budget, additional funds will be earmarked as part of the IPA Community Outreach Program. A Charitable Giving Committee will be established by the Board of Directors to accept and evaluate requests from worthy local programs in Essex County.

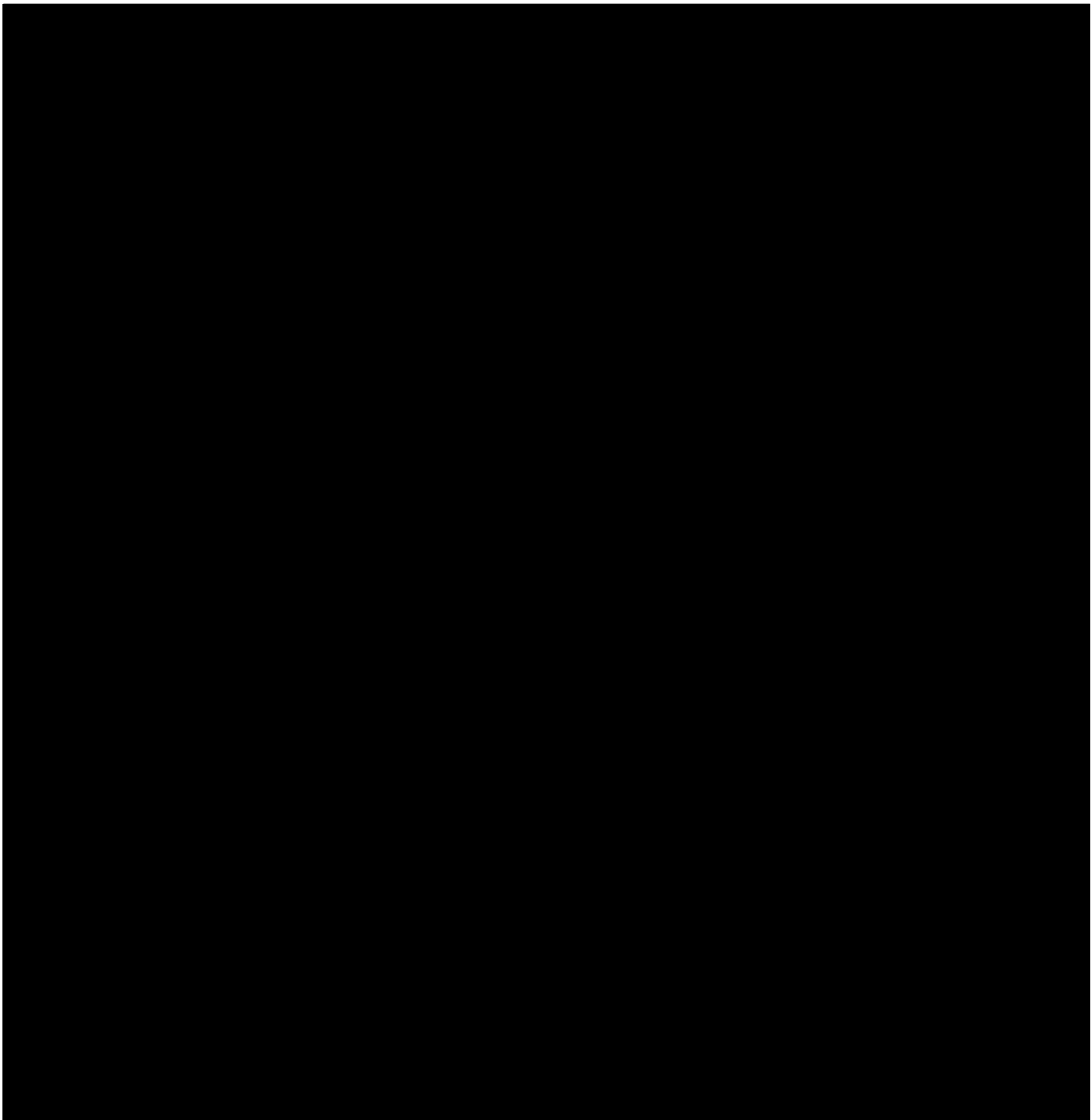
An example of the type of program IPA is interested in working with is the Horizon Club, Inc.—a Newburyport based social group catering to the needs of adults eighteen and older, with social, mental and/or physical challenges. Continuously providing service since its founding 1972, the Horizon Club meets Wednesday evenings during the school year from 6-8 PM at the Elks' Lodge, on Low Street in Newburyport. Home to between fifty and one-hundred and twenty five of the area's socially isolated citizens, the Horizon Club offers the opportunity to drop in and make new friends, keep in touch with pals, and participate in a variety of activities. Such activities cover a broad spectrum and include dancing, talent and karaoke nights, crafts, group games, participant fashion shows, entertainers, holiday festivities, and theme nights, all of which are highly participatory and interactive. The Horizon's Club budget averages about \$8,000 a year with funds coming solely from membership dues, fundraising events, and contributions. IPA will seek out opportunities to offer financial assistance to programs such as the Horizon Club so that they remain financially viable and continue to do important work within the community.]

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



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





6. Staffing Plan and Development

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

[Chief Executive Officer (CEO) [1 FTE]

The CEO will serve as the primary liaison between the Board of Directors and the daily operation. The CEO will have sign-off on all policies and procedures and will hold all employees accountable to the mission of IPA.

Chief Operating Officer (COO) [1 FTE] – Reports to the CEO

The COO will be responsible for the overall daily running of the operation. In this capacity, the COO serves in a check and balance position between the CEO and the Directors of Operation and Finance. The COO will make sure that all policies and procedures in both the cultivation facility and dispensary are followed. Any concerns regarding the security of the operation, or the quality of the products will be immediately documented and reported to the CEO. The COO will also be responsible for providing signoff on all the financial reporting and will present any anomalies directly to the CEO.

Director of Operations [1 FTE]—Reports to the COO

This position will be responsible for the general operations of the business. Specifically, this will include oversight of the aspects of the dispensary operations and the management of the cultivation area.

Manager of Horticulture [1 FTE]—Reports to the Director of Operations

This individual will work closely with the Grow consultant and should have experience in the cultivation similar products. The Manager will oversee the day to day operations of the grow rooms, including setting the detail daily schedules for employees, as well as assuring that the grow room employees have been properly trained and are evaluated periodically. Other responsibilities will include developing the procedures to monitor the growing environment as well as establishing the schedule to document and maintain process compliance.

Grow Consultant—Works with the Manager of Horticulture

Prior to planting seeds for the first harvest, an experienced Master Grower consultant will be contracted to oversee the first harvest. The individual that IPA had identified has a wide range of experience in the capacity of consultant with various other existing cultivation and dispensary facilities. His experience encompasses all aspects of the process. This individual will be first contracted by IPA during the build-out phase of the project to determine the most efficient utilization of the space, along with the most efficient grow methods. This level of experience will allow IPA to maximize the utilization of the growing area and also the amount of revenue the facility is capable of producing.

Greenhouse Workers [1.5 FTE]—Reports to the Manager of Horticulture

Two individuals will be hired and trained to work in the existing grow rooms during the cultivation process. These individuals will be charged with the daily tasks that are required maintain the growing operation and include monitoring the plant process.

Packaging Specialist [0.75 FTE]—Reports to the Manager of Horticulture

One individual will be hired to assist the Grower and Baker to help in the preparing the product for sale and distribution.

Manager of Patient Products and Services [1 FTE]—Reports to Director of Operations

This manager will be responsible for the daily operation of the dispensary, marketing and sales. The Manager will oversee the day to day operations of the dispensary, including setting the daily schedules for employees and assuring that the dispensary employees have been properly trained and periodically evaluated. Additional responsibility will be to set customer care guidelines.

Dispensary Aides [2 FTE]—Reports to Manager of Patient Products and Services

Four part-time workers will be hired to greet the patients as they arrive, book appointments, coordinate the Patient Liaison's schedule, answer the phone, and take messages in the reception area. They will

also perform the sales of the dispensary and will be trained so that they are knowledgeable regarding the products and can answer general questions that the patients may have.

Patient Liaison [1 FTE]—Reports to Manager of Patient Products and Services

IPA will be hiring an experienced specialist to consult with the patients on the specific medicinal effects of the various strains.

Community Outreach and Education Specialist [1 FTE]—Reports to Manager of Patient Products and Services

This individual will act as the community activist and will work with the local support groups, municipalities, to provide education about the business. This individual will also be responsible for the education and training of personnel regarding business processes, patient sensitivity training and awareness, and compliance training.

Director of Finance [1 FTE]—Reports to the COO

The Director of Finance, will be responsible for all budgets, capital expenditures, process and controls for all transactions, including providing timely financial reports.

Facilities Manager [1 FTE]—Reports to Director of Finance

The Facilities Manager will be responsible for the overall business considerations. This role serves as liaison to the building owner and makes sure that the facilities are properly maintained. Also makes sure that all security equipment and utilities are regularly inspected.

Bookkeeper [0.5 FTE]—Reports to Director of Finance

This individual will be performing the daily accounting transactions for accounts payable, accounts receivable, payroll, and cash areas as well as producing daily, weekly and monthly reports for management.

Compliance Officer [1 FTE]—Reports to COO

This individual's responsibilities will include performing the research on all compliance issues the business will be subject to and will also be charged with developing policies and procedures to maintain such compliance. Will also be held responsible for quality, testing and all reporting to the Commonwealth, and will conduct compliance training of the staff.]

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.

[Ipswich Pharmaceuticals Associates, Inc. (IPA) will have two separate divisions housed in the same location, the cultivation area will be overseen by the Manager of Horticulture, while, the Manager of Patients, Products and Services will oversee the retail side. Each will be responsible for their own hiring and training of personnel.

Qualifications & Requirements

Grow/MIP Consultant: IPA has been actively seeking proposals from some companies that are based out of New Mexico to fill this position—see question 7.3 for greater detail.

- Proposals with letter of recommendations
- Clean record of doing business from the Better Business Bureau in the State of New Mexico.

Manager of Horticulture: IPA will be hiring a fulltime horticultural professional who will be trained on the job by a qualified and experienced Grow Consultant.

- Bachelor's degree in horticulture or equivalent experience.

Packaging Specialist: This position is a part time position. Must be able to follow all packaging guidelines for all cannabis.

- Requires a minimum of a four year degree or four years of experience in the food industry.
- A Current Serve Safe Certification

Greenhouse Workers: This position is a part-time temporary entry level position. Candidate must be at least 21 years old and physically be able to lift an excess of 50 lbs. Pre-employment physical conducted by one of our physicians. IPA would recruit for this position from Essex Aggie Agricultural and Technical School. The employees would begin as part-time and be offered a full time position after training.

- High school education preferred
- Two-year technical college certificate a bonus
- Training provided by employer, but experience is helpful

Community Outreach & Education Specialist: This employee would have had previous experience in a marketing/public relations role.

- Four Year Degree in Marketing or Public Relations
- Experience working with nonprofits is a bonus

Dispensary Aides: This is a part-time position. Full training will be conducted by the Manager of Patient Products and Services. This hourly position will lead to a full time salaried supervisory role for with benefits.

- Two-year Associate Degree is a requirement. IPA will accept two years' experience working with a pharmacist in an assistants role in lieu of a degree.

Patient Liaison: Best suited is a health care professional that can empathize with the patient, while providing a comfortable and welcoming experience. Advanced appointment by the Patients will be required.

- Health Care Professional/Counseling
- Bachelor's Degree Required
- Previous Experience working with patient care

Bookkeeper: IPA will hire a part-time bookkeeper to assist with accounts, T&E, payroll and tax forms.

- Two-year Associate Degree is a requirement.
- Attention to detail, strong computer skills a must.
- Bookkeeping software a plus.

Cori Policy

Ipswich Pharmaceuticals Associates, Inc. (IPA) will perform background checks on all current or prospective employees due to the nature of the RMD business and pursuant to 105 CMR 725.030(C). CORI's must be passed as a condition of employment and each dispensary agent will be subject to additional CORI checks every six months as disclosed in IPA's employee handbook. It is IPA's policy to first provide the dispensary agents with written notice prior to performing an updated check.



As required by the Massachusetts Department of Criminal Justice Information Services (DCJIS) by regulation, IPA will:

- Notify the applicant of the potential of an adverse decision based on criminal offender record information.
- Provide a copy of the criminal offender record information and the policy to the applicant.
- Provide information concerning the process for correcting a criminal record.

In addition, under the CORI Reform Law, in connection with any IPA decision regarding employment, IPA will provide the applicant with the criminal history documentation that is in IPA's possession, prior to questioning the applicant about his/her criminal history.

If IPA does not hire the applicant based on his or her criminal history IPA will provide the applicant with the criminal history documentation that is in the IPA's possession.

IPA will not:

- Exercise any discriminatory policies. If a prospective applicant was not hired based on erroneous criminal offender record information that was requested and received from the Massachusetts DCJIS, IPA is not liable as long as the decision was made within 90 days of obtaining the criminal offender record information and followed DCJIS policies and procedures for verifying the information in order to avoid liability.
- Will never require an applicant submit to a Polygraph or to take a lie detector test. IPA's employment application will include the following statement:
"It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability."
- Will never randomly require medical examinations of certain applicants, but will require an evaluation to greenhouse workers are fit enough to lift in excess of 50 lbs. IPA will pay for the cost of an examination by our designated physician and will provide a copy of the medical report to the applicant.
- Never require an HRLV-III antibody or antigen test (also known as an HIV or AIDS test) as a condition of employment.
- Will not ask questions about the use of legal drugs during pre-employment screening.
- IPA will not use or collect genetic information about job applicants or employees in any way

IPA will:

- Perform background checks on all current or prospective employees.
- Inquire about an applicant's current use of illegal drugs and will require a post-offer drug testing of applicants as a condition of employment. IPA will conduct random drug testing of its employees.]

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.

[The Following Employment Provisions Required by Law will be outlined in IPA's Employee Handbook. All Employees will be given a handbook their first day of employment. The following will be included:

- CORI Policy
- Policies on Training Including but Not Limited to: Discrimination, Drug Testing, Sexual Harassment
- OSHA, Minimum Wage, Family and Medical Leave
- Toilets and Breaks

In general it is IPA's desire to put together a full benefits plan that would include: Health Insurance, Dental Insurance, 401K, Short Term Disability and Life Insurance.

IPA has been in discussion with Donna Shaw, Labor Organizer from the Iron Workers Union- Local 7. She is willing to discuss a benefits package and work on a contractual agreement when IPA is ready. Ms. Shaw has provided us with an example of how to structure a benefit plan for IPA' employees and is willing to tailor a plan specifically for us.

All hourly employees will receive at least minimum wage and will be subject to overtime pay as stipulated by the US Department of Labor. All employees will be provided with training in their respective roles. It is anticipated that part-time positions will turn into fulltime positions as the patient base expands.

Industry Pay Scale

Grow/MIP Consultant:

- IPA is currently reviewing a few consultant's proposals. Payment to the consultant that we hire will be discussed at that time and would need to be approved by the Board of Directors.

Manager of Horticulture:

- \$40,000 - 50,000 per year fulltime

Packaging Specialist:

- Hourly Rate: \$13 to \$18 per hour
- Increase Hours along with Increase Pay

Greenhouse Workers:

- Part-Time Hourly Rate: \$10 to \$18 per hour (year-round positions)
- Full-Time Supervisory: \$25,000 to \$40,000 per year (plus benefits)

Community Outreach & Education Specialist:

- Salary will be contingent upon experience.

Dispensary Aides:

- Hourly Rate: \$15 to \$20 per hour
- Full-Time Supervisory Role: \$40,000-\$60,000 (plus benefits)

Patient Liaison:

- \$35,000 per year fulltime

Bookkeeper:

- \$30,000 per year fulltime]

 ORIGINAL

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.

[IPA is committed to creating an environment that will be a welcoming and comfortable place for patients of all backgrounds. IPA is also committed to creating a workplace where staff can flourish and grow while serving our patients. We will promote a safe, professional environment in which to work and ensure that all dispensary agents are trained and instructed to enable them to serve all our patients compassionately and efficiently.

IPA firmly believes in career advancement and intends to promote from within. We believe that a well-educated and informed agent will best serve our patients. We expect the IPA front-line dispensary agents of today to be the IPA managers of tomorrow. IPA will develop a comprehensive training program to be administered during the period of time between licensing and opening the dispensary to patients.

Advice on technical training will be provided by IPA's Pro-Tem Medical Advisor, Dr. Ronald Backer. Dr. Backer is a member of the IPA Advisory Board and is well versed in the qualifying medical conditions of Massachusetts' Humanitarian Medical Use of Marijuana Act. Dr. Backer will review the work of the Grow Consultant, a Master Grower with many years of experience in marijuana cultivation and who is extremely knowledgeable about the properties and medical benefits of each of the marijuana strains IPA intends to offer its patients.

Other than technical (Human Resource) training will be provided by HR Knowledge, Inc. of Mansfield, MA, a specialist in small business Human Resource Management or by a professional credentialed as Certified in Healthcare Human Resources. HR training will ensure that each IPA staff member and manager understands and will act in compliance with the various laws and requirements which govern behavior toward each other and toward IPA patients.

The following training will be given to each IPA agent, manager and member of the executive management team prior to opening the dispensary:

- Product training – every dispensary agent will be educated extensively on the strains of medical marijuana to be offered by IPA. Dispensary agents will be fully aware of which strains are recommended for each one of the medical conditions which will be presented by patients of the dispensary. Agents will be trained to make recommendations to patients to ensure that the patients' needs are being met most effectively.
- HIPAA training / confidentiality training – all patients of IPA will be afforded total and complete confidentiality by dispensary agents. IPA considers patient privacy to be of paramount importance and will ensure that all staff is thoroughly trained in compliance with patient privacy laws, electronic medical records regulations and privacy requirements. IPA shall establish and maintain safeguards for each patient's Protected Health Information.
- Diversity training – IPA's core philosophy is one of inclusion and compassion for all its patients. IPA also intends to employ a diverse workforce which will serve the diversity of patients expected by IPA. IPA recognizes its obligation to provide an atmosphere where patients of all backgrounds will be welcomed and will train its agents accordingly. IPA will provide managers and staff

members with an understanding of Equal Opportunity in the workplace and of the practices and principles involved with EO.

- ADA training -- in keeping with its inclusive philosophy, IPA will train all staff on the Americans with Disabilities Act. Staff will be educated on the requirements of the law and on how to make whatever accommodations necessary to ensure that all patients have equal access to every service provided by IPA.
- Sexual Harassment training - each staff member will be instructed as to how the law applies to everyone in the workplace; things / situations to avoid in the work environment and specific employee responsibilities. Managers will learn what the law requires of them and will be given direction on how to meet the legal requirements and set a positive example for employees.
- Anti-discrimination training - training to be provided for all staff members to ensure that every patient and member of the IPA staff is treated the same and not subject to any form of discrimination.
- Workplace Violence training – education for dispensary agents and managers as to the specific potential for violence in the healthcare industry work environment and provide guidelines with regard to preventive measures.]

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.

[Ipswich Pharmaceutical Associates, Inc. (IPA) has already secured a lease and has begun work with an architect on a preliminary site plan. IPA has also secured preliminary quotes for insurance, security and construction costs. Key consultants have been identified and operating procedures have been drafted. After the phase 2 application is submitted, IPA will continue to make progress on the operating plan. By the end of the year, final decisions will be made on the Grow/MIP Consultant and a construction bid will be finalized in anticipation of the awarding of a provisional license.

Should the IPA's application be successful, the Executive Team is fully prepared to begin work immediately.

- February 2014: IPA will meet with Ipswich Town officials to apply for the special permit required to begin the project. Contracts will be awarded, permits pulled and construction begun.
- March 2014: While construction continues, the Director of Operations will be working on finalizing all operational policies and preparing to begin planting.
- April 2014: The expectation is that the construction on the cultivation area will be completed and DPH will be invited for an inspection.
- May 2014: Should the inspection prove successful, IPA is prepared to begin planting at the beginning of May. The dispensary will be completed.
- June 2014: DPH will be invited for a final inspection. Staff will be interviewed and hired and community outreach will begin.
- July 2015: Training of staff will be completed and at the end of the month, the first harvest will begin.

- August 2014: The product will be dried and patients will be permitted to come for pre-registration.
- September 2014: IPA will open its doors for sales purposes.]

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.

[Ipswich Pharmaceutical Associates, Inc. (IPA) has developed a detail operating plan for the first year of operations. This plan, as detailed below, will give management the ability to monitor the progress and success of the business during the year, and also allow the executive team to take correction action as necessary. Once a month during the first year, the CEO will advise the Board of Directors as to the progress of the business, financially and operationally, and any discussions from the executive committee meetings.

The first year of operation is expected to commence on May 1, 2014. At this time, the executive committee will be involved in the progress of the daily operations. These executives include the following individuals:

- Chief Executive Officer
- Chief Operating Officer
- Director of Operations
- Compliance Officer
- Director of Finance
- Manager of Patient Products and Services
- Manager of Horticulture
- Facilities Manager

At the start of the operating year, IPA will have on site full time, a Grow/MIP consultant, whom was also involved during the construction phase. The seed purchase will have been authorized by the executive committee during the construction phase and will be planted as planned on or about May 5, 2014. During the first year of operations, the executive team will meet once a week to discuss the following:

- Progress of the cultivation process
- Current plans for new hires
- Training for new hires
- Review budget status
- Review updated financial projections

During the first quarter of the first operating year, the following staff will be hired and trained:

- Two Greenhouse Workers
- Four Dispensary Aides
- Community Outreach and Education Specialist
- Patient Liaison
- Packaging Specialist
- Bookkeeper

 ORIGINAL

IPA estimates that the first harvest date will be on or about July 28, 2014. As the patients begin to visit the dispensary and revenue is generated, the following reports will be provided to the management team on a daily basis.

The bookkeeper will generate reports on daily basis which will be circulated to management. These reports include, daily cash balance, outstanding accounts payable, status of accounts receivable, and sales for the previous day. The Manager of Horticulture will provide a daily report on inventory of all products.

After the first harvest the management team will continue to meet on a weekly schedule to review the follow:

- Financial reports - Detail sales analysis for the prior week by product, including updated sales projections and cash flows
- Inventory reports in detail for all products, including in storage, and projected future product purchases. Any potential product available for sale to other dispensaries
- Status of grow room operations
- Status of the premises from the facilities manager
- Reports on the classes of patients visited and projected future visits
- Status of community outreach projects and charitable contribution plans
- Review of the potential for product expansion
- Status of the MIP products for resale

The content and frequency of these meetings will continue indefinitely so that the Executive Team and Board of Directors can stay informed with the most current information available in order to make key decisions for the continuance and success of the business.]

- 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.

[Ipswich Pharmaceuticals Associates, Inc. (IPA) has an aggressive build-out strategy, and in order to get production begun in an equally aggressive manner, the Executive Team of IPA felt that it is prudent to bring in a board-certified consultant from the State of New Mexico. It was felt that hiring an expert grower of medical cannabis would allow IPA to get production up to the level of production that the Commonwealth expects in a safe, timely and controlled manner that will enhance the quality of patient medicine. After several consultative sessions, the Grow/MIP consultant shared his success and provided insight into how IPA can avoid some serious and costly mistakes. He explained every phase of the growth cycle including cloning, maintaining mother plants, caring for plants in their vegetative cycle, checking hydroponic reservoirs to insure proper PH levels and nutrients level, trellising plants in flower, environmental control, troubleshooting problem areas such as powdery mildew and pest infestation, and special harvesting including trimming and curing of the flower.

If approved, IPA plans on hiring the consultant for a period of six months—from start of build-out through the first harvest. The board views this as insurance, as the New Mexico growers come with an excellent track of producing safe, high quality and consistent medicines for their patients.

[REDACTED]

[REDACTED]

[REDACTED] This configuration will allow a

mature plant to produce up to 64 plants (4 per unit). It is IPA's plan to grow three continuous cycles of plant so as to always have medicine available for our patients. Each plant will be illuminated by an individual 12.25 inch square bank of 50-watt LED lights as well as two 32-watt, 2200 lumen light bulbs.

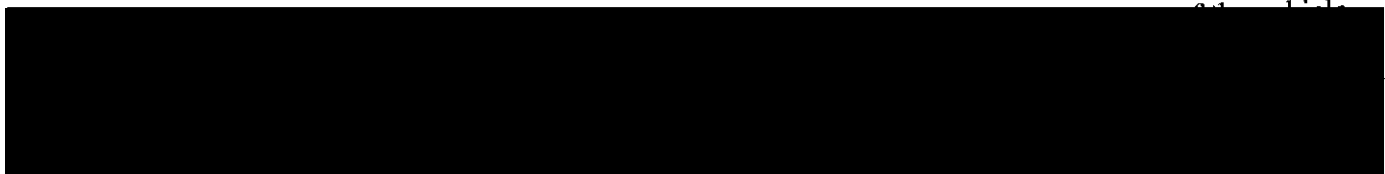
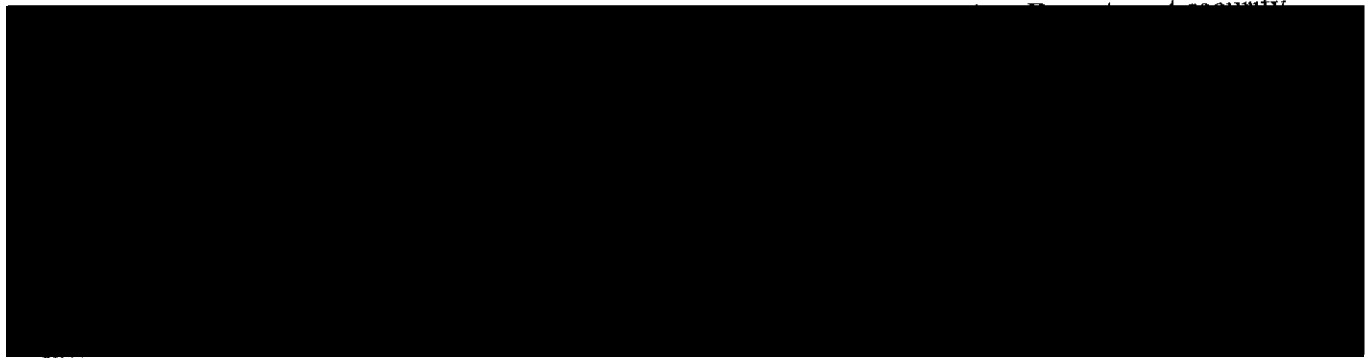
Lighting will be changed and altered depending on the production process and strains. A new 100 amp 3-phase electrical sub-panel, backed by an emergency generator shall be installed to allow adequate power and additional emergency backup.

Plants will be potted in individual grow bags that are perforated at the base to prevent the possibility of over watering. Only the finest soils available will be used and replaced after each grows cycle. Reflective Mylar will cover walls and ceiling spaces. Mylar provides an astounding 95% light reflection to create optimum lighting production. Plants will be watered by reverse osmosis filtered water by hand.

Ventilation will include new ceilings and mounted fans based on heat/air requirements. With the use of LED lights, IPA will save on the cost of cooling. Ventilation will be minimal or eliminated depending on the strain and individual plant grows needs. HVAC and humidifiers will also be added to enhance the growing capabilities. The RMD will produce its own organic fertilizer, by harvesting and processing chicken, rabbit and cow droppings. Bat bango has special properties that will stimulate the plants supply of nutrients and eliminates the need for additional chemicals.]

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.

[Marijuana and MIPs produced by Ipswich Pharmaceutical Associates, Inc. (IPA) will be tested for cannabinoid profile and the presence of mold, mildew, heavy metals, plant-growth regulators and non-organic pesticides. All products will be tested according to Department requirements. Testing will be conducted by an independent laboratory that meets all requirements of the Department. All test results will be retained for no less than one year. IPA will create a contractual agreement with all laboratories used for product testing. The contract will stipulate the following: all laboratory employees responsible for testing IPA produced products will be registered as dispensary agents, all IPA samples will be stored according to Department regulations and all excess marijuana/MIPs must be returned to IPA for disposal.



[No executive of IPA or any member of the corporation will have a financial interest in a laboratory providing testing services and no employee of the testing lab will receive direct financial compensation from IPA.]

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

[All waste generated at Ipswich Pharmaceutical Associates, Inc. (IPA) , including waste composed of or containing finished marijuana and MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. 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 disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00. ENPRO Services, Inc. of Newburyport, MA, will be used for disposal of contaminated liquid waste. Solid waste containing marijuana or by-products of marijuana processing will be incinerated at Covanta Haverhill in Haverhill, MA, a commercial combustor holding a valid permit issued by the Massachusetts Department of Environmental Protection (DEP). No fewer than two dispensary agents will witness and document destruction; 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 will witness and document disposal in the landfill; 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 will be disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located; or if the material mixed with the medical marijuana waste is organic material as defined in 310 CMR 16.02, the mixture will be composted at an operation that is in compliance with the requirements of 310 CMR 16.00.

IPA will accept, at no charge, unused, excess, or contaminated marijuana from a registered qualifying patient or personal caregiver, and will destroy it as provided in 105 CMR 725.105(J). A written record of such disposal will be maintained. The record will include the name of the supplying registered qualifying patient or personal caregiver, if applicable. When marijuana or MIPs are disposed of, IPA will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. IPA will keep disposal records for at least two years. IPA will use our seed-to-sale software to track unusable marijuana (outdated, damaged, deteriorated, mislabeled, or contaminated) and marijuana containing waste by weight and barcode throughout every phase of cannabis production and sale. The software will track marijuana or MIPs returned from a registered qualifying patient or personal caregiver via barcode. The software will flag unusable and returned product as "to be destroyed" to ensure that it cannot be repackaged and resold.]

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.

[While Ipswich Pharmaceutical Associates, Inc. (IPA) does not plan to offer Marijuana Infusion Products (MIPs) in the first year of operation should it be awarded a license, IPA does expect to provide MIPs in the future. The board will offer MIPs to our patients, as an alternative to smoking medical cannabis. MIPs will be created in the baking/MIP Infusion room. [REDACTED]

[REDACTED] Equipment that would be needed include: double door convection ovens, Hobart floor mixer, tabletop chocolate mixer, stainless steel free standing tables, stand up refrigerator and stand up freezer. To meet the Commonwealth's sanitary requirements, IPA will install a stainless steel triple bay operating sink, along with a stainless steel single hand sink for employees use. Soap and paper hand towels along with Bleach Tablet will be readily accessible.

[REDACTED] After signing off the MIP employee will begin the process of preparing the oils, (which is made from the trims of the various strains) and is the main medical ingredient for all IPA's baked goods. Upon completion, the oil will be used in all of the following products: Brownies, Cookies and Chocolate Bars. IPA's packaging specialist will wrap, date and clearly mark on the label what the medical strain is. Packaging specialist will enter the bar code number into the seed to sale inventory program. All products will be moved into a controlled secured inventory room. All board of health requirements will be adhered to. All employees will receive a handbook that spells out the entire sanitary requirement i.e. hairnet, gloves, aprons and closed toed shoes, and attend approved Serve Safe classes for certification. No employee will be allowed to smoke, drink or eat in the MIP room.

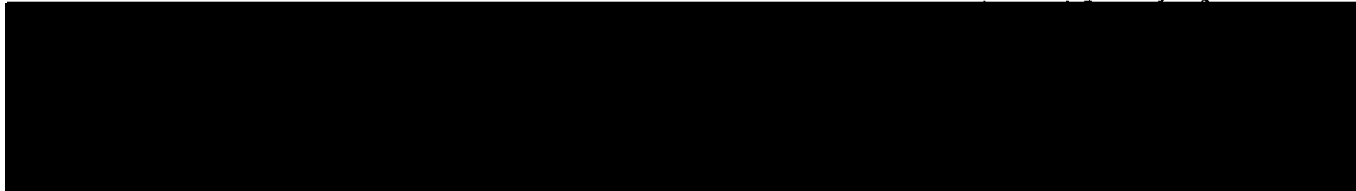
Each product will contain an expiration date. Any products that are deemed "not acceptable" during the baking process shall be disposed of in an approved disposal facility. IPA will work with the Grow/MIP Consultant to render the rejected MIPs to a non-edible form which will then be disposed of as in 7.5 of this application.]

- 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.

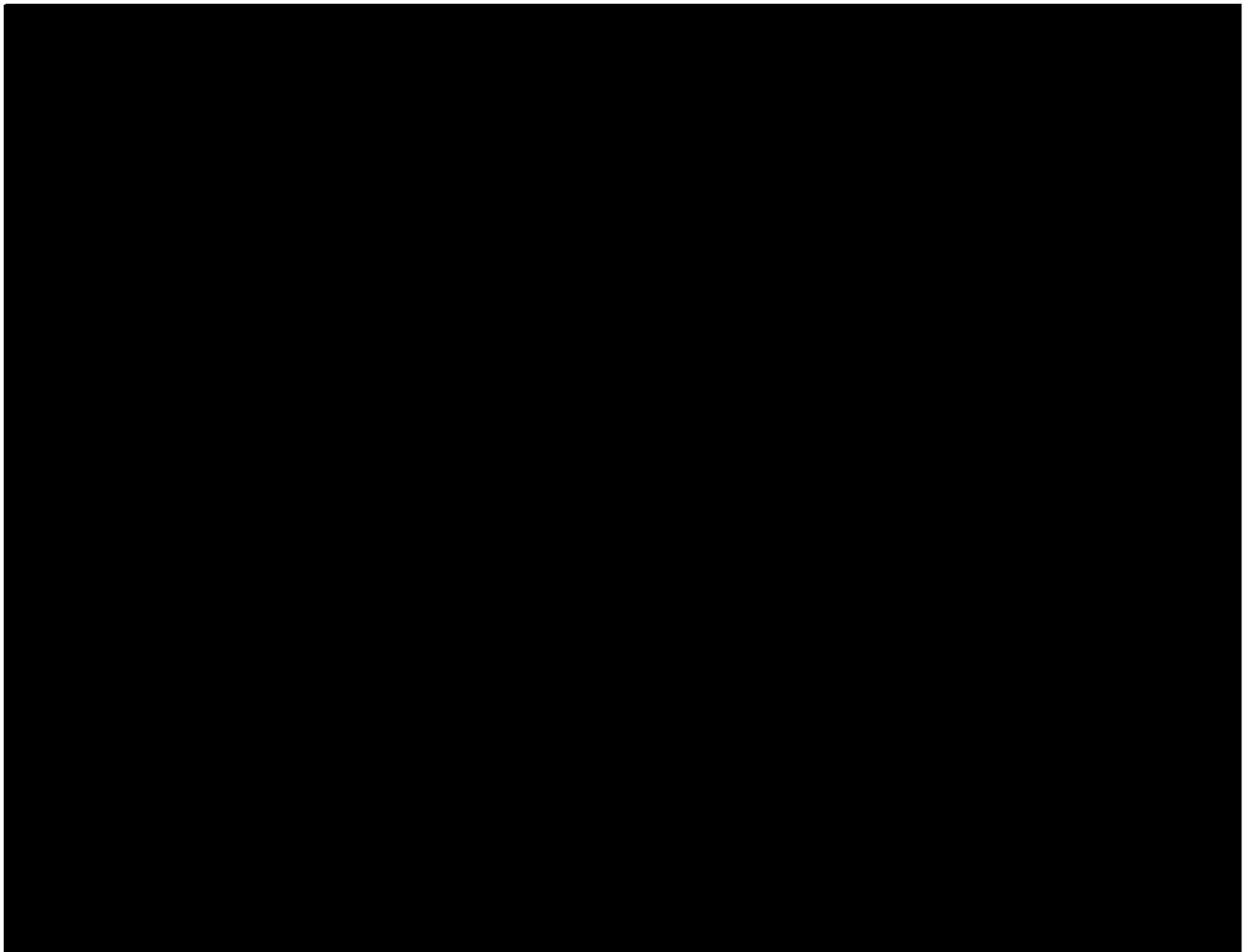
[Ipswich Pharmaceutical Associates, Inc. (IPA) plans to purchase an Inventory Management software package to track all medicine from the original seed through the final sale. All plants are assigned a unique bar code insuring that they are in full compliance with the "seed to sale" regulation. The bar code system allows the RMD to track, add and separate strain types, add strain notes and medical benefits.

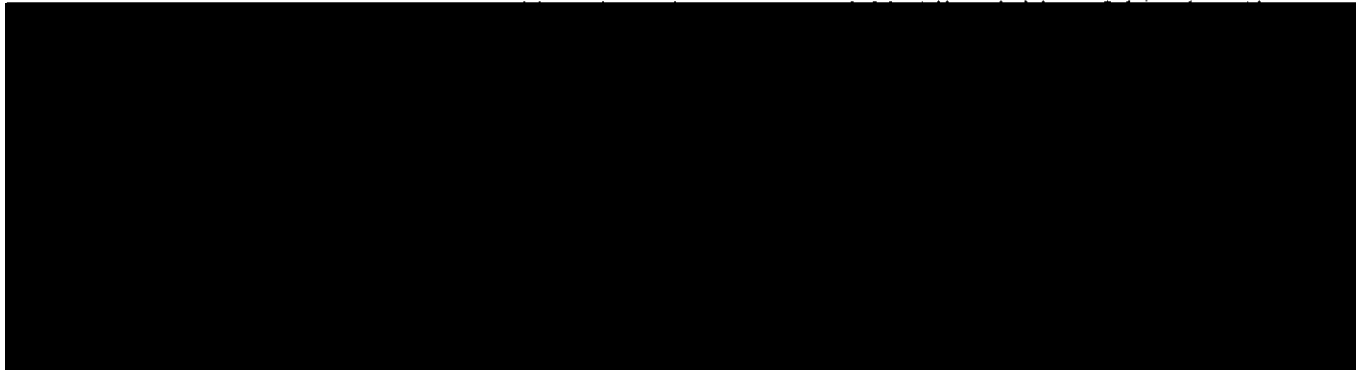
Before ordering seeds, IPA would ensure that the seeds come from the appropriate generic background. Each strain of seeds will be picked and ordered by specific seed sale houses that are noted for their unique medical strains and particular ailments. Each seed, upon entering the IPA facility would be, logged in and assigned a bar code number. This bar code number would include the date of planting, identify the seed, the seed strain, the pot number in which the seed is planted and the position of the potted plant in the grid growing room. Each patient is assigned their own plants, which would meet their medical requirements. Each strain develops differently; therefore each plant has a different output of flower that produces at a different rate and a different weight.

The seed to sale software would allow IPA to keep the inventory levels based on what the demand requirement would be from different patients. The seed to sale monitors the output and can alert the growers if there a potential problem with final production output. This early warning feature allows the RMD to make early corrective action to insure that the inventory meets the demands, but does not exceed the required amount per patient. This feature will keep IPA's costs in line with revenue projections. The Plant auditing feature of the "seed to sale" program keeps growers abreast of how many plants are located in which rooms and which light cycles they are in. This alerts the grower as to any changes that need to be made.



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.

[The service area of Ipswich Pharmaceutical Associates, Inc. (IPA) will include, but not necessarily be limited to, the area of Essex County that is within a fourteen (14) mile radius of the proposed IPA location in the southeastern part of the Town of Ipswich. The service area will extend to the New Hampshire state border to the north, the City of Lawrence to the west, to the northern part of the City of Lynn to the south and to the Atlantic Ocean to the east including the towns of Rockport and Gloucester. Depending on the number of dispensary licenses granted by the Dept. of Public Health, the service area could include other parts of Essex County and possibly parts of eastern Middlesex County.

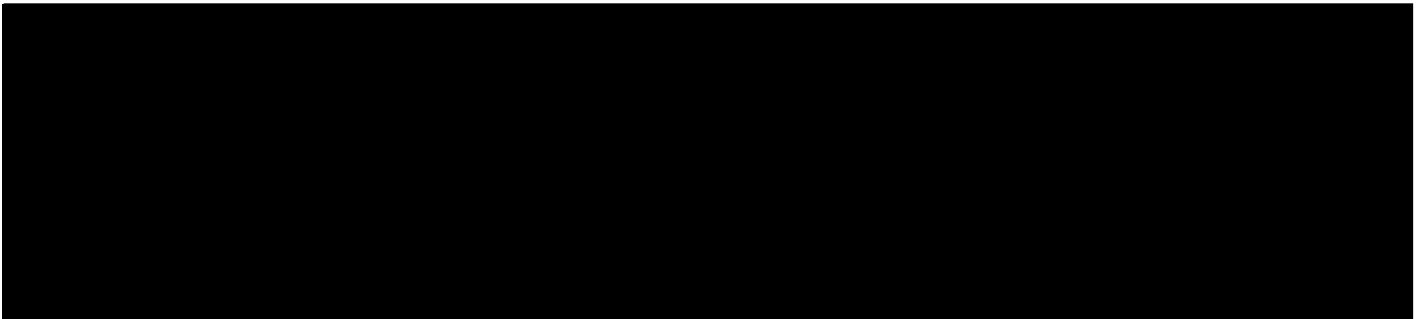
The population of Essex County, according to latest US Census statistics, is approximately 756,000 people, 585,604 or 77.5% of whom are 18+ years. Also according to the Census statistics, the population density in Essex County is about 1,500 people per square mile, approximately 1,150 who are 18+. The primary service area of IPA (within a 14 mile radius of IPA's proposed dispensary location) contains about 154 square miles of territory. Approximately 36 square miles of that territory is ocean. Therefore, there are approximately 135,700 people age 18+ living within IPA's primary service area. Of those, the amount of people within the service area who would qualify under Massachusetts' Humanitarian Medical Use of Marijuana Act would be approximately 17,000 people 18+ or 12.5% of the total 18+ population, based on nine qualifying medical conditions but not accounting for people with other conditions as determined in writing by a physician. According to statistics from other states with medical marijuana programs, about 40% of the population who qualify for medical marijuana use, do become registered patients.

Applying the 40% calculation to the IPA primary service area population would mean that approximately 6,800 people in the primary service area would become registered medical marijuana patients. If the maximum of five dispensary licenses in Essex County are granted by the Department of Public Health, it is likely that three or possibly four would have service areas which could overlap with the service area of IPA. This may result in several dispensaries sharing the 6,800 projected registered marijuana patients within IPA's primary service area. IPA is conservatively projecting that 5% (340) of the registered marijuana patients within its primary service area will become patients of IPA in the first year.

Among the approximately 756,000 residents of Essex County are 137,600 people age 18+ whose primary language is other than English (according to US Census Statistics). Of these 137,600 people, some 7,000 would become registered medical marijuana patients. IPA recognizes that many of its patients may potentially be non-native English speaking or may not speak English at all.

IPA intends to operate a facility where all patients will be welcome and feel comfortable, regardless of their cultural, ethnic or language backgrounds. To that end, IPA will actively recruit dispensary agents who are bilingual and will be able to communicate with patients from all backgrounds. IPA will ensure that all its patients are served with respect and dignity, including those patients who may be challenged with the English language. A member of the Executive Management team of IPA is trained in American Sign Language (ASL) and will be available to assist any patients who may have communication issues. For any patients who are unable to communicate effectively with IPA staff because of a language barrier, IPA will engage the services of Multi-Lingual Interpreter Resources (MIR Associates) of Burlington, MA to help patients with conducting their business with IPA. It is the goal of IPA to be certain that every patient has access to medication and that the correct medication for each patient's needs is dispensed accurately.]

- 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.

[Ipswich Pharmaceutical Associates, Inc. (IPA) will use an electronic patient record (EPR) system on a computer laptop for solely internal purposes. The software will be used for recording patient registration, patient medical records, and dispense tracking. The electronic program and its application will be in accordance with Massachusetts medical record laws, United States Office of Civil Rights (OCR) and the Health Insurance Portability and Accountability Act (HIPPA).

IPA intends to establish a security framework, including a written security plan encompassing but not limited to administrative safeguards, physical safeguards, and technical safeguards. Administrative safeguards will focus primarily on staff education training and the limitation of the number of individuals who view the records. Physical safeguards will be reflected in an assessment of human, natural, and environmental threats to information systems that contain e-PHI. Technical safeguards will be assessed through a risk analysis in compliance with 45CFR 164.308(a)(1) under HIPPA. The analysis will be used to mitigate security threats, and will be conducted multiple times a year to identify any new threats.

IPA will ensure that patients who request an electronic copy of their health information will receive such records, and more than 50 percent of all patients who request an electronic version of their health information will have it provided within three business days. IPA understands that OCR issues annual guidelines for patient privacy protection, and will be vigilant in checking for changing policy. In

addition to the use of an EPR, IPA will utilize MMJ, a Massachusetts state software system to record patient's medical information. The information that will be recorded will relate to covered conditions only.]

- 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.

[Ipswich Pharmaceutical Associates, Inc (IPA), is committed to providing a quality product to every patient. We realize that there is a vast number of patients that require this medication, and that some of them may not be able to afford the quantity of the product they need, or they cannot afford the product at all. It is important to note here that all employees, including the board of directors shall complete a sensitivity training course that will educate them on the effects of dealing with patients whom have varying degrees of illnesses.

For these reasons, IPA has developed the following detail policies and procedures to ensure that all patient's situations are considered, and that IPA is driven to recognize and fulfill all patient's needs.

Transportation

- IPA will offer free delivery services to all patients within the estimated service area as established by the state guidelines for the dispensary.

Discounts – Free services

- Terminally ill patients – IPA will offer all patients that are terminally ill during the course of one year, free prescriptions within the physician recommended guidelines

Varying discounts

- Children under the age of 10 – IPA will offer prescriptions at a discount of 50 %
- Military veterans will be able to purchase prescriptions at a 50% discount
- Cancer patients will be offered a 50% discount
- Senior citizens (over 65) will be offered a 50% discount
- Patients with financial hardship that cannot afford the product and are below 150% of the Federal Poverty guidelines will be offered a 75% discount

IPA has estimated, and has included in their operating plans, the following assumptions:

- 15% of the estimated patients in the projections are designated as receiving free prescriptions, this equates to an estimated 60 patients in year one, 101 in year two, and 202 in year three.
- 10% of the estimated patients are projected to be in one of the 50% categories above and equates to 34 in year on, 57 in year two, and 143 in year three
- 10% of the estimated patients in each year projected are also expected to be in one of the categories above, allowing them a 75% discount for the products.

IPA is sensitive to all patients needs and will work with all patients to determine which of the above categories that they may be included.

 ORIGINAL

IPA, as a member of the local community, will be planning and sponsoring various fundraisers to raise dollars for those patients that may be in one of the situations described above, and in some instances, IPA will make matching contributions to those funds.]

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.

[All patients will have a received a prescription for a particular ailment in order to obtain an authorized registration card issued by the Department of Public Health within the State of Massachusetts. That registration card will be entered into the State database which will identify where the patient has purchased, how recently they have purchased and how much they have purchased. That card authorizes them to a maximum of 10 ounces within a two-month period.

All patients will have the availability of counseling to determine what the best treatment for their condition. A staff member will be on hand to offer information along with potential side effects. Appointments may also be made. A privacy room will be on site where the patient and our fully trained staff member can interact in a secure and comfortable setting. HIPAA privacy rules will be discussed, along with procedures in the use of various ways of administering the medicine and potential side effects. IPA will have literature covering not only what the different strains are but also ways to administer the medicine. IPA will discuss the health risks with the patient, as well as the potential positives.]

- 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.

[Ipswich Pharmaceutical Associates, Inc. (IPA) marketing and advertising plan will be unique in that its model will be one of compassion. Compassionate selling will be our motto. IPA's solutions will not be a one product fits all, but rather about gaining personnel insight by listening to our patient's needs. Patients will not be marketed to, instead they will be provided with the information along with a full menu of IPA's products. Traditional forms of advertising have not yet embraced the idea of taking on the medical marijuana industry. Instead, IPA will turn to social media platforms, which is where many of IPA's patients are currently researching and making better informed decisions every day. On-line advertising will comprise the majority of our advertising budget.

Websites such as leafly.com and weedmaps.com are highly trafficked sites that provide patients with extensive information on where the dispensaries are located and what products and paraphernalia is available at those locations. There are blogs were patients can share their experiences with each other. Doctors and other health care professionals can also offer advice. This feedback will be invaluable to IPA, where we can connect with patients to make sure that their needs are being addressed along with their questions and concerns. It will also provide us with information about what other RMD's are doing. In turn, we would share our information to inspire a feeling of collaboration as opposed to competition.

IPA will set itself aside by advertising specific strains that are associated with specific ailments. These brands/MIPs will be available through on-line/digital media. Early research shows that this will expedite reaching our potential patients in the most economical way and efficient way.

On-line advertising will allow up packaging our products and services in the following ways:

- Will be able to create a profile along with a menu of our products (feature a special of one or our products)
- Give us the ability to reach our patients through a Mobile App
- List the Location of our RMD
- Use Facebook and Twitter along with other popular social media platforms that are geared to our demographic
- Showcase our various product lines through photos and a description of the products

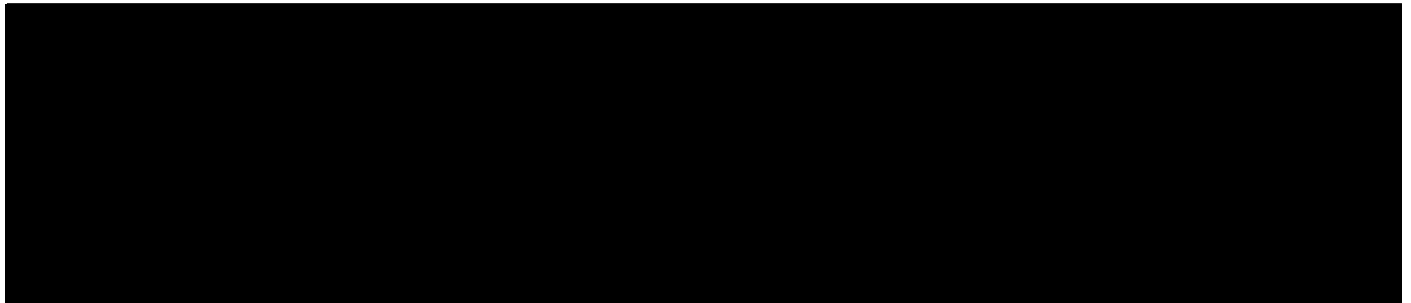
Outside IPA's RMD, we will have a sign that meets the zoning requirements of our town's by-laws.

The requirements state the signage is not allowed to be taller than 12 inches tall and 18 inches long. IPA is not concerned about the size of the lettering or logo due to the fact that our location is along the Route 1 corridor, with excellent visibility.

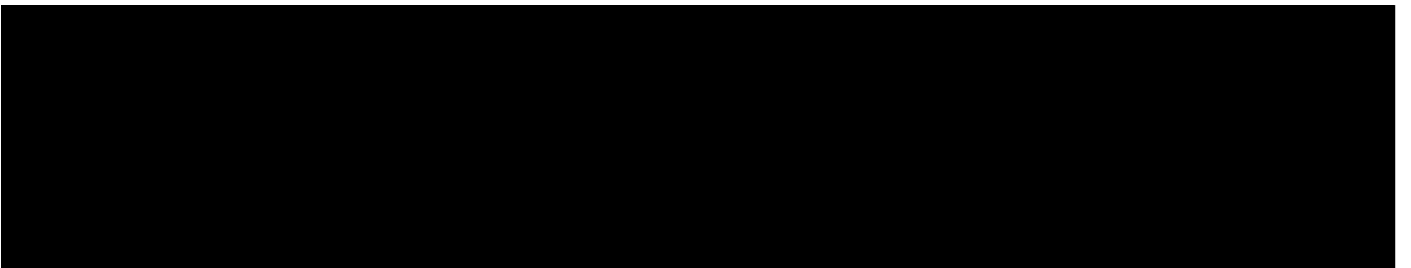
In addition, IPA plans on sponsoring local community fund-raising events such as walks, Golf tournaments and sporting events. Billboards are an option, and will be used where a location is appropriate.

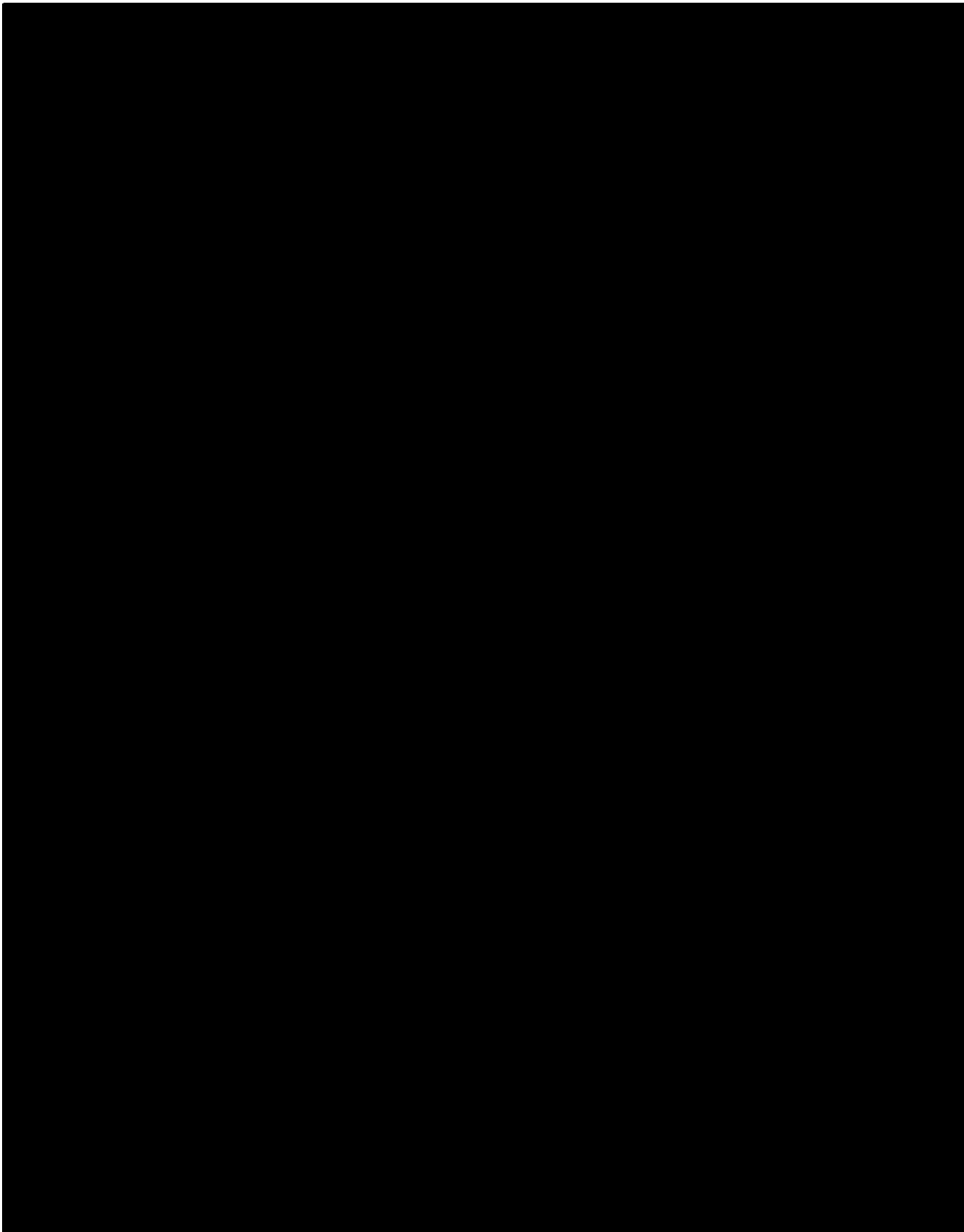
Our tastefully designed logo and brochures will be given to patients and sent to holistic centers, along with physicians. They will be used as informational materials. The materials will help to inform the Doctors of what strains Ipswich Pharmaceutical Associates carry along with our physical address and contact information.]

- 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.

[Ipswich Pharmaceutical Associates, Inc. (IPA) is committed to following all regulations that have been outlined by the Department of Public Health. To this end, security and public safety is a major concern. IPA will notify appropriate law enforcement authorities and the Department of Public Health within 24 hours in the event of a loss, theft, diversion or any criminal or suspicious act. An internal incident report will be filled out immediately containing a thorough description of the incident. The report will include the name(s), date, time and place along with a firsthand account of what transpired by witnesses (if present). The report will be filled out by the manager or shift supervisor. All documents will be signed and dated by all parties involved.

All interviews' will be taped along with the incident report and filed in locked steel file cabinet in a secure office. These records will remain for a period of no less than one year and IPA will make them available to the Department and to law enforcement authorities acting within their lawful jurisdiction upon request. The report will be sent to the Department of Public Health within 10 days, (certified return receipt) along with any corrective action taken and confirmation that the appropriate law enforcement authorities were notified.

Any initial complaints will be documented and addressed by IPA's Community Outreach & Education Specialist. If the complaint is of a serious nature, it will be escalated to upper management for follow up.]

 ORIGINAL

APPLICATION RESPONSE FORM SUBMISSION PAGE

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

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

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

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

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

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

Authorized Signatory (as designated in exhibit B):
First Name: [Joseph] Last Name: [McCarthy]

Title: [President]

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



CHECKLIST OF REQUIRED DOCUMENTS FOR SUBMISSION IN PHASE 2

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

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

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

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

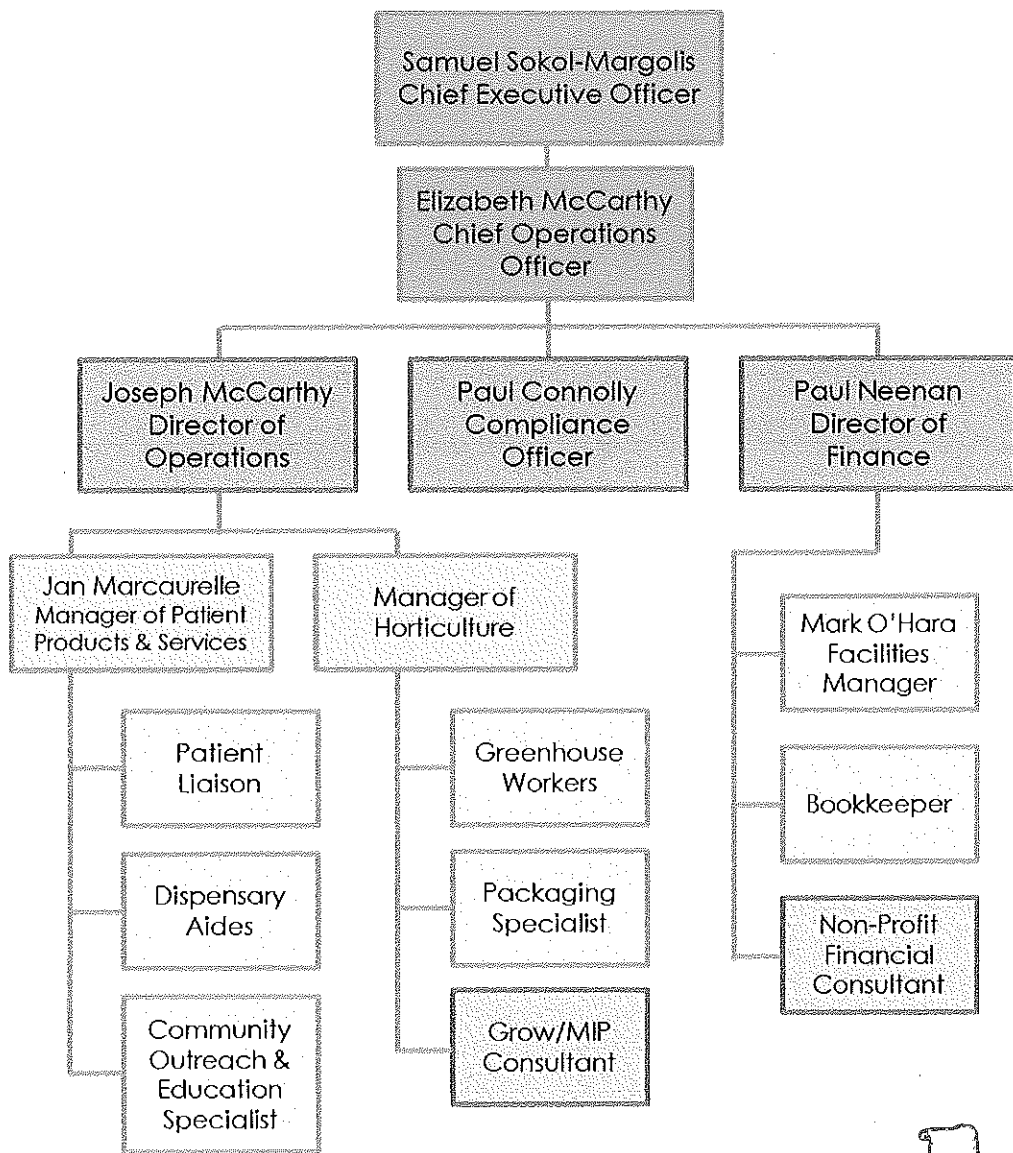
ORGANIZATIONAL CHART
(Exhibit 1.3)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

Attach organizational chart.



 ORIGINAL

BOARD OF DIRECTORS
(Exhibit 1.4)

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

Application # (if more than one): _____

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

CHANGED SINCE PHASE 1: Robert Marcaurrelle has stepped down from the IPA Board due to health reasons and has been replaced by Pamela Marcaurrelle.

Board Role	Name	Date of Birth	Business Email	Business Address
1 President/Chair	Joseph McCarthy	[REDACTED]	jmcCarthy@ipa-ma.org	53 Town Farm Road, Ipswich, MA 01867
2 Vice President/ Vice Chair	N/A	[REDACTED]		
3 Treasurer	Paul Neenan	[REDACTED]	pneenan@shawmut.com	560 Harrison Avenue, Boston, MA 02118
4 Clerk/Secretary	Elizabeth McCarthy	[REDACTED]	lntele1@comcast.net	55 Market Street, Suite 214, Ipswich, MA 01938
5 Director	Peter McCarthy	[REDACTED]	pcmccarthy1983@comcast.net	16 Lenox Road, Peabody, MA 01960
6 Director	Paul Connolly	[REDACTED]	paul.connolly@alfa.com	26 Parkridge Road, Ward Hill, MA 01835
7 Director	Mark O'Hara	[REDACTED]	oharamark@comcast.net	22 Walker Road, Brewster, MA 01930
8 Director	Pamela Marcaurrelle	[REDACTED]	pamelita98@gmail.com	6 Rowe Square, Gloucester, MA 01930
9 Director	Samuel Sokol-Margolis	[REDACTED]	sam@ngmediagroup.com	225 Newbury Street, Boston, MA 02116

ORIGINAL

MEMBERS OF THE CORPORATION
(Exhibit 1.5)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc. Application # (if more than one): _____

A. Member as Individuals

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

B. Member as Corporations

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

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: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

Attach bylaws.

The pages that follow are the BYLAWS OF IPSWICH PHARMACEUTICAL ASSOCIATES, INC. as adopted by the Board of Directors.

 ORIGINAL

Bylaws of

IPSWICH PHARMACEUTICAL ASSOCIATES, INC.

ARTICLE I

OFFICES

The office of the Corporation shall be located in the city and state designated in the Certificate of Incorporation. The Corporation may also maintain office at such other places within the Commonwealth as the Board of Directors may from time to time approve for the Corporation if required.

ARTICLE II

BOARD OF DIRECTORS

1. The Corporation shall be managed by its Board of Directors. Each director shall be at least 18 years of age. The initial Board of Directors shall consist of 8 persons. Thereafter, the number of Directors constituting the entire Board shall not be less than three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the Members or of the Directors. The number of Directors may be increased or decreased by action of the Members or the Board of Directors, provided that any action by the Board of Directors to affect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any Director then in office.
2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualify. Thereafter, Director shall be elected to hold office until the expiration of the term for which he or she was elected, and until his or her successor has been duly elected and qualified, or until his or her prior death, resignation or removal.
3. (a) Any Director may be removed with or without cause by vote of the Members of the Corporation. The Board of Directors may remove any director thereof for cause only, at any special meeting of the Board called for that purpose.

(b) A Director may resign from office at any time by delivering a written resignation to the Board of Directors. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Corporation. Acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make it effective.

*Elizabeth J. McCarthy, I PA
CLERK*



ORIGINAL

4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the Members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.
 5. (a) Meetings of the Board shall be held at any place within or without the Commonwealth of Massachusetts as the Board may from time to time fix or as shall be specified in the notice, or waiver of notice thereof. An annual meeting of the Board of Directors shall be held at such time and place as shall be fixed by the Board of Directors from time to time or by the person or persons calling the meeting.

(b) No notice shall be required for annual meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the directors then in office.

(c) Notice of time and place of each special meeting of the Board of Directors shall be mailed to each Director, postage prepaid, addressed to him or her at his or her residence or usual place of business, or at such other address as he or she may have designated in a written request filed with the Secretary of the Corporation at least eight days before the day on which the meeting is to be held, provided, however that if such notice is for a special meeting requiring prompt action, such notice may be sent to him or her at such address by email or facsimile transmission or by telephone, not less than forty-eight hours before the time at which such meeting is to be held. The requirement for furnishing notice of a meeting may be waived by any Director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him or to her.
 6. (a) Except as otherwise stated by law, the Certificate of Incorporation of this Corporation or these Bylaws, a majority of the Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business. At any meeting held to remove one or more Directors a quorum shall consist of a majority of the Directors present at such meeting. Whenever a vacancy on the Board of Directors prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the Members of the Board of Directors excluding the vacancy. A majority of the Directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except as otherwise stated by law or these Bylaws, the vote of a majority of the Directors present at the time of vote, if a quorum is present at such time shall be the act of the Board.

(b) Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all Members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the Members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

(c) Any one or more Members of the Board or a committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar
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communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

7. The Chairperson of the Board, if any, shall preside at all meetings of Members and of the Board of Directors. If there be no Chairperson or in his absence, the President shall preside and, if there be no President or in his absence any other Director chosen by the Board, shall preside.
8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee, and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such power as the Board of Directors may lawfully delegate.

ARTICLE III

OFFICERS

1. The Board of Directors may elect or appoint a Chairperson of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries or Treasurers, or such other officers as the Board of Directors may from time to time appoint. One person may hold more than one office in the Corporation except that no one officer may hold the offices of President and Secretary.
2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualified.
3. Any officer may be removed with or without cause by a vote of the majority of the Board of Directors.
4. The Chairperson shall preside at all meetings of the Board of Directors.
5. (a) The President shall be the chief executive officer of the Corporation, shall have general supervision of the affairs of the Corporation, and shall keep the Board of Directors fully informed about the activities of the Corporation. He or she shall have the power to sign alone, unless the Board of Directors shall specifically require an additional signature, in the name of the Corporation, all contracts authorized whether generally or specifically by the Board. He or she shall perform such other duties as shall from time to time be assigned to them by the Board of Directors.

(b) In the absence or disability of the President of the Corporation, the Vice-President or, if there be more than one, the Executive Vice-President shall perform all the duties of the

President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Secretary shall attend all meetings of the Members and the Board of Directors, and of the executive committee, and shall preserve in the books of the Corporation true minutes of the proceedings of all meetings. He or she shall safely keep in his or her custody the seal of the Corporation and shall have authority to affix it to all instruments where its use is required. He or she shall give all notices required by statute, by these Bylaws, or resolution and shall perform any other duties as may be delegated by the Board of Directors or by the executive committee.

(d) The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Corporation. He or she shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit or cause to be deposited said funds in the name and to the credit of the Corporation in such bank accounts at such depositories as the Board of Directors may from time to time determine. He or she shall disburse funds of the Corporation as may be ordered by the Board, taking proper vouchers for the disbursements, and shall render to the president and directors at the annual meetings of the board, and whenever requested by them, an account of all treasurer transactions and of the financial condition of the Corporation. If required by the Board, he or she shall deliver to the President of the Corporation, and shall keep in force, a bond in form, amount and with a surety or securities satisfactory to the board, conditioned for faithful performance of the duties of the office, and for restoration to the Corporation in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and property of whatever kind in the possession or control of the treasurer and belonging to the corporation. He or she shall when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; sign checks, drafts, notes and orders for the payment of money that shall have been duly authorized by the Board of Directors and counter-signed by the President.

(e) The Assistant Secretary, in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary. The Assistant Treasurer, in the absence or disability of the Treasurer, shall perform the duties and exercise the powers of the Treasurer.

ARTICLE IV

BOARD OF ADVISORS

1. The Board of Directors may appoint, from time to time, any number of persons as advisors to the Corporation, to act either singly or as a committee or committees. Each such advisor shall hold office at the pleasure of the Board, and shall have such authority and obligations as the Board may from time to time determine.
 2. No such advisor of the Corporation shall receive any salary, compensation, or emolument for any service rendered to the Corporation, except that the Board of Directors may authorize
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reimbursement of expenditures reasonably incurred on behalf of activities for the benefit of the Corporation.

ARTICLE V

MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account of the Corporation, including a minute book, which shall contain a copy of the Corporation's Certificate of Incorporation, a copy of these Bylaws and all minutes of meeting of the Boards of Directors, or any committee thereof, of the Members, as well as a list or record containing the names and address of all Members.
2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.
3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VI

CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

1. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Corporation and shall determine who shall be authorized in the Corporation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.
2. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board of Directors may deem desirable.

ARTICLE VII

INDEMNIFICATION

The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he, his testator or intestate was at any time, a director, officer, or employee of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.



The right of indemnification under this section shall be a contract right inuring to the benefit of the directors, officers, other persons entitled to be indemnified hereunder, and no amendment or repeal of this section shall adversely affect any right of such director, officer or other person existing at the time of such amendment or repeal.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a director, officer or other person entitled to indemnification hereunder. The indemnification provided hereunder may, to the extent authorized by the corporation, apply to the directors, officers and other persons associated with constituent corporations that have been merged into or consolidated with the corporation who would have been entitled to indemnification hereunder had they served in such capacity with or at the request of the corporation.

The right of indemnification under this section shall be in addition to and not exclusive of all other rights to which such director, officer or other persons may be entitled. Nothing contained in this section shall affect any rights to indemnification to which corporation employees or agents, other than directors, officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

ARTICLE VIII

AMENDMENTS

These bylaws may be amended or repealed, in whole or in part, by vote of a majority of the Board of Directors then in office at any meeting of the Board.

 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: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

YES

NO

 ORIGINAL

PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

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

ORIGINAL

**REFERENCES
(Exhibit 1.9)**

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc. Application # (if more than one): _____

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Brig Dauber, GM, Boston Ballroom Corp	617.283.2988 info@royalboston.com	Client	2009 - Current
2	Stefan Dean, GM, DePasquale Ventures, LLC	617.338.1000 depasqualeventures.com	Client	2009 – Current
3	Amrik Pabla Principle, One World Cuisine	617.519.6682 oneworldcuisine.com	Client	2005 – Current

 ORIGINAL

EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1 Chief Executive Officer/Executive Director	Samuel Sokol-Margolis		sam@ngmediagroup.com 617.266.5656	225 Newbury Street, Boston, MA 02116
2 Chief Financial Officer/Director of Finance	Paul Neenan		pneenan@shawmut.com 617.622.7240	560 Harrison Avenue, Boston, MA 02118
3 Chief Operations Officer/Director of Operations	Elizabeth McCarthy		lnte1e1@comcast.net 978.356.4455	55 Market Street Suite 214 Ipswich, MA 01938
5 Director of Operations	Joseph McCarthy		jimccarthy@ipa-ma.org 508.397.0217	53 Town Farm Road Ipswich, MA 01938
5 Manager of Patient Products and Services	Jan Marcaurrelle		janmarc3535@gmail.com 978.282.5575	57 Eastern Ave. Gloucester, MA 01930
6 Compliance Officer	Paul Connolly		paul.connolly@alfa.com 978.521.6495	26 Parkridge Road, Ward Hill, MA 01835
7 Facilities Manager	Mark O'Hara		oharamark@comcast.net 508.274.6994	22 Walker Road, Brewster, MA 01930

 ORIGINAL

RESUMES FOR EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.2)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Chief Executive Officer/ Executive Director	Samuel Sokol-Margolis
2	Chief Financial Officer/Director of Finance	Paul Neenan
3	Chief Operations Officer/Director of Operations/Other	Elizabeth McCarthy
4	Director of Operations	Joseph McCarthy
5	Compliance Officer	Paul Connolly
6	Manager of Patient Products and Services	Jan Marcaurrelle
7	Facilities Manager	Mark O'Hara

SAMUEL SOKOL-MARGOLIS

▶ Mobile: 617.224.2800 ▶ Email: sam@ngmediagroup.com

SUMMARY

12 years' experience in diverse environments, complimented with an entrepreneurial background in management, finance and operations. Specific expertise in cutting edge new media, e-commerce management, cost analysis and budget reduction.

Additional strengths include:

- Effective team management with consistent motivation and results
- Marketing experience in a self-run environment
- Understanding and experience in developing start-up corporations

PROFESSIONAL EXPERIENCE

2009-Present ▶ SS Investments, Inc. / SSM Holdings, Inc., ▶ Boston, MA

Owner

Hospitality consulting, development, holdings

- 500% growth in last 4 years
- Hold residual equity stakes in hospitality ventures worth over \$2 Million
- MKT / MGT strategy, budget overhaul, capital injection
- Up sell accounts pitching diversification, re-branding, and PR
- New media consultation and campaign implementation

2007 – Present ▶ Sokol Realty LLC / Proper Realty Group LLC, ▶ Boston, MA

Manager/Partner

- Developed and sold / rented over \$10m in real property since inception
- Managing tenants, GCs, brokers, 50+ agents
- Oversee all operations
- Management of all financial accounts and business formalities

2009-2011 ▶ One World Cuisine, LLC ▶ Boston, MA

Director of Marketing

Boston based restaurant group with revenues in excess of \$30m

- Complete analysis and overhaul of MK mix and strategy
- Establish e-commerce relationships and maximize placement, increase market share
- Created 3 additional revenue streams increasing companywide top line revenue by 18%
- Create, develop and stimulate all new media
- Manage all website development and revisions
- Create independent brands for each location
- Compile MK budget for each location

 ORIGINAL

- Convert cash spends to trade spends
- Create quantitative tracking for all MK campaigns
- Manage a team of 5 reporting directly to CEO and CFO
- Implement companywide loyalty program and trackable CRM
- Weekly analysis of campaign effectiveness, customer acquisition, retention and loyalty, affiliate programs, e-newsletters and new sales channel success
- Create community outreach program contributing to 68 non-profits and charities in 2010

2001-2008 ▶ Next Generation Media, LLC ▶ Boston, MA

CEO

A boutique marketing and design agency

- Managed umbrella company for 5 successful brands \$280k in revenue (2007)
- Successful logos, websites with 100+ new members/day
- Managed a team with 200% growth in 2005 and 2006
- Oversee all Marketing, Operations, PR and HR management
- Coordinate and manage online / offline MK campaigns for a diverse range of clients
- Financial analysis and management of all revenue and expense accounts
- Management of all business formalities
- Majority of company sold in June of 2008

PROFESSIONAL ORGANIZATIONS/COMMUNITY SERVICE

Member of the Bentley Alumni Association
Contributor to over 68 out-reach programs in Boston and Brookline

EDUCATION

Bentley University, Waltham, MA ▶ 2004

Bachelor of Science

Major: Marketing

Double Minor: Information Technology and International Studies

Member of the Bentley Alumni Association

Royal Melbourne Institute of Technology, Melbourne, Australia ▶ 2003

Study Abroad Program

 ORIGINAL

PAUL E NEENAN

[REDACTED]

[REDACTED]

SUMMARY

Twenty five years of experience in accounting and financial positions as Corporate Controller, Divisional Controller, and Auditor, with extensive skills in managing all financial aspects of accounting and financial reporting in an extremely diverse and demanding environment.

PROFESSIONAL EXPERIENCE

2011-Present ▶ Shawmut Design and Construction

Corporate Controller

- Responsible for all internal and external financial reporting
- Oversight of all accounting, tax, payroll, banking, bonding and credit areas
- Review and development of various policies and procedures for project accounting, compliance, and financial reporting for approximately 500 projects annually with over 700 million in revenue, with projects in over 45 states
- Coordinate annual corporate, insurance, and compliance audits
- Supervision of four managers and staff of 30
- Member of Internal Audit Committee
- Perform due diligence on various potential subsidiary acquisitions and prospective joint venture partners
- Primary analyst and contact in negotiations with several banks for a new credit facility of 25 million
- Accounting team leader during two year ERP conversion process
- Coordination of annual budgeting process, including interim forecasts
- Development of enhanced policies regarding subcontractor prequalification process to mitigate corporate exposure.

2007-2011 ▶ Testa Corp

Controller

- Responsible for all financial, tax, payroll, banking, and credit areas
- Oversight of all accounting, compliance, and financial reporting of various companies with average annual sales of Construction revenue of 70 million and total assets of 50 million
- Preparation of various financial reports for several Real estate entities
- Coordinate year end audits with independent accountants as well as all compliance and insurance audits
- Supervision of staff of six, reporting directly to the owner/president
- Supervise the preparation of detailed accounting for work in Progress and annual budgets
- Lead consultant with the President and Owner to provide due diligence in the acquisition of various multi-million dollar purchases of equipment, real estate, and a subsidiary entity
- Primary contact in negotiations with various creditors, including debt restructuring in excess of 30 million
- Personal financial consultant to Owner

 ORIGINAL

2004-2007 ▶ Modern Continental Companies, Inc.

Corporate Controller- Responsibilities and Accomplishments:

- Responsible for all financial, tax, payroll, banking and credit areas
- Led the development of a Project Audit Team to implement new accounting policies for revenue recognition
- Assisted CFO in various negotiations and resolution terms with various lenders
- Major participant in the negotiations and due diligence in debt restructuring of over \$200 million
- Responsibilities for all accounting, compliance, and financial reporting for the following:
 - 20 entities diverse in region and business
 - Revenues of over \$1 billion dollars
 - To over 20 financial institutions
 - 5 consulting firms
 - Supervise approximately 15 employees
 - Payroll controls for various entities and 5,000 employees
- Led the development of an enhanced cash management and projection system resulting in daily reporting and decision making for the above entities, allowing the companies to operate with minimal working capital.
- Supervise year end audits with independent accountants
- Team participant in the change in accounting systems to Computer Guidance Corporation
- Developed efficient closing and corporate consolidation procedures for various entities and locations for monthly management meetings and timely decision making
- Supervised various controllers and accounting managers for several diverse subsidiaries, including review and analysis of financial statements, compliance with corporate accounting policies.
- Assisted CFO in preparation of detailed Corporate wide business plans
- Supervise preparation of prequalification submittals for various state and international agencies
- Provide financial consultation to project development team for potential design-build projects worldwide
- Lead Controller in due diligence and acquisition of 450 million New York subsidiary
- Cash/Treasury Manager for over 30 entities and \$1 billion annual cash activity
- Responsible for corporate and payroll tax filings, and the implementation of a corporate tax department
- Conducted field audits of various subcontractors and provided report findings to upper management

1995-1999 ▶ Modern Continental/Obayashi, Joint Venture

Controller- Responsibilities and Accomplishments:

- Controller for construction joint venture with three contracts totaling in excess of \$650 million dollars
- Supervise accounts payable staff of three individuals, including vendor and subcontractor processing and payment
- Preparation of all quarterly and annual payroll tax returns, including W-2s, for 400+ employees
- Preparation of monthly financial statements for the joint venture and specific projects
- Preparation of annual partnership tax returns

- Coordinated monthly meetings with project executives for the review and discussion of monthly financial statements and cost to complete of specific projects
- Conducted field audits of subcontractors
- Served as primary financial contact with joint venture partner
- Maintained rolling cash flow analysis, for daily and projected twelve month periods

1994-1998 ▶ Modern Continental/ S.A, Healy, Joint Venture

Controller- Responsibilities and Accomplishments:

- Controller for Inter-island tunnel construction joint venture with an original contract value of \$72 million and a final value of \$160 million
- Established accounting procedures for time and material change orders at more than \$40 million
- Supervise accounts payable staff of two individuals, including vendor and subcontractor processing and payment
- Preparation of all quarterly and annual payroll tax returns, including W-2s, for 300+ employees
- Preparation of monthly financial statements for the joint venture and specific projects
- Preparation of annual partnership tax returns
- Coordinated monthly meetings with project executives for the review and discussion of monthly financial statements and cost to complete of specific projects
- Served as primary financial contact with joint venture partner
- Maintained rolling cash flow analysis, for daily and projected twelve month periods
- Teamed with Timberline personnel to develop daily, weekly, and monthly cost reports specific to this labor intensive project.

1987-1994 ▶ Darmody, Merlino & Company, LLC, CPAs, Boston, MA

Manager- Responsibilities and Accomplishments:

- Managed audits of private and non-public entities in construction and engineering, real estate development, retail manufacturing, wholesale, and service industries ranging in size to \$600 minimum in revenues
- Consulted and provided guidance to client on all facets of financial and managerial matters, including ledger systems, tax issues, and preparation of financial statements, reorganizations, projections and lease-purchase options.

EDUCATION

Inactive CPA

Bachelor of Business Administration in Accounting- May, 1987

Salem State College, Salem, Massachusetts

 ORIGINAL

ELIZABETH MCCARTHY

▶ Email: lmtel1@comcast.net

SUMMARY

Executive with 25 years of entrepreneurial and management experience across all aspects of operations. Including hiring, training, inventory, pricing, payroll, accounts payables/receivables and client relations. Considerable accomplishments in driving sales both individually and organizationally.

PROFESSIONAL EXPERIENCE

1993-Present ▶ McCarthy Telemarketing Incorporated

South Boston, MA ▶ Ipswich, MA ▶ West Palm Beach, FL

Owner/President

Responsible for developing and implementing all aspects of a highly successful sales organization. Set short and long term strategic planning goals to grow the business from a two person part-time venture into a three-quarter of a million dollar sales operation employing a staff of up to thirty sales representatives resulting in millions of dollars in sales on behalf of clients.

Management

Direct staff and set goals to reach and exceed customer expectations.

- Set benchmarks and sales goals for managers and sales representatives.
- Establish sales compensation and commission structures.
- Implement motivating incentives to keep sales force engaged and productive.
- Forecast work hours, monitor scheduling, and oversee daily productivity of all sales campaigns.
- Develop customized sales metrics and standardized reporting.

Recruiting, Training and Staff Development

Responsible for developing and retaining exceptional sales professionals.

- Wrote sales scripts for cold-calling, appointment setting, product sales and up-selling.
- Held monthly product and sales workshops to hone skills and generate camaraderie within the staff.
- Provide individual coaching as needed to increase productivity and provide encouragement.
- Monitored and evaluated to make sure all trainees were on track to become full caller status.
- Continued to monitor and retrain as new campaigns came on board.

Operations and Executive Oversight

Oversight of all operational requirements to drive effective sales campaigns.

- Examine cash flow and sales projections to ensure working capital.
- Create workflow process to maximize productivity.
- Manage order fulfillment.
- Oversee accounts payable and receivable.
- Hire outside IS consultants to build custom software solutions from electronic list management to lead tracking and sales follow-up.

 ORIGINAL

Customer Expansion

Maintain superior connections. Average five-year client relationship with longest association spanning twenty-five years.

- Prospect new clients and execute needs assessment.
- Customize and present sales solutions.
- Negotiate pricing, deliverables, and quotas in order to manage expectations and maintain superior relationships.

Past and Current Clients Include: Aspen Publications; Civic Research Institute; Comtel Group, Inc.; Guilford Publications; Human Resource Resource (HR2); Ipswich Bay Financial; Lafayette Direct; Practising Law Institute; Shamrock Media, Inc.

1991-1994 ▶ NBG Services ▶ Lexington, MA

Operations Manager

Responsible for supervising over a hundred callers, as well as overseeing four shift managers and two training managers, in one of the largest telemarketing firms in the Boston region. Started as a caller and was consistently ranked among the top five percent on staff, providing invaluable experience, which was utilized in attracting, training and motivating top-notch callers.

1987-1992 ▶ Scrumptious, Inc. ▶ Boston, MA

Owner

Responsible for designing business plan, securing financing and overseeing construction of a start-up corporate catering business located in downtown Boston. Oversaw daily operations, hiring, training, food preparation, menu design, inventory, food costs, payroll, and accounts payables/receivables, marketing and sales.

PROFESSIONAL ORGANIZATIONS/COMMUNITY SERVICE

- **Ipswich Chamber of Commerce** [formerly the Ipswich Business Association] ▶ Served on Board of Directors and Vice President
- **Turn The Tide** ▶ Responsible for the phone banks to gain support of the town to vote for a tax override to increase funding for our public schools ▶ Measure Passed
- **Girl Scouts** ▶ Volunteered as Troop Leader for 3 years
- **Fund Raising for IMADA and Ipswich Youth Basketball** ▶ Ran concessions during IMADA performances and during youth basketball games
- **Horizon Club** ▶ Program Director and activity planner for a group of mentally disabled adults

EDUCATION

Real Estate Salesperson License

Emerson College ▶ Boston, MA ▶ BA in Business and Organizational Communications

 ORIGINAL

JOSEPH MCCARTHY

▶ 53 Town Farm Road ▶ Ipswich, MA 01938

▶ Mobile: 508.397.0217

SUMMARY

Member of the International Brotherhood of Electrical Workers Local 103 for the past 29 years. Extensive training and experience in all phases of heat, light, power, welding, and motor controls. Oversaw all types of projects under extremely diverse and demanding environments.

PROFESSIONAL EXPERIENCE

1984-Present ▶ IBEW - Local 103 ▶ Dorchester, MA

Foreman and Journeyman Wireman

- Responsible for supervising 9 staff members
- Oversaw communication between staff and management
- Supervised scheduling of daily projects to assure that tasks were completed on a timely basis
- Create workflow process to maximize time and productivity
- Manage order fulfillment
- Keeper of time records
- Oversaw all safety and OSHA Requirement
- Responsible for daily meetings and reports

1980-1981 ▶ Gillette ▶ South Boston, MA

Gillette Safety Razor Division- Hydraulic Apprentice

- Resumed apprenticeship upon return from military service
- Responsible for the upkeep, cleaning and safety all hydraulically injected mold machines
- Coordinated all maintenance records to assure timely accounts for upper management
- Oversaw all ordering, processing and delivery of all needed materials

1975-1979 ▶ United States Marine Corp ▶ Paris Island, SC

Private

- Completed boot camp at Paris Island, SC
- Attended Field Wireman's School at Camp Lejeune in Jacksonville North Carolina
- Attached to 2nd Battalion 4th Marine Regiment, 3rd Marine Division-Deployed to Southeast Asia
- Electrician in charge of generation and operation of the early warning radar assault team
- Honorably discharged as a Disabled American Veteran

1974-1975 ▶ Gillette ▶ South Boston, MA

Gillette Safety Razor Division- Hydraulic Apprentice

- Responsible for the upkeep, cleaning and safety all hydraulically injected mold machines
- Coordinated all maintenance records to assure timely accounts for upper management
- Oversaw all ordering, processing and delivery of all needed materials

PROFESSIONAL ORGANIZATIONS/COMMUNITY SERVICE

- **Ipswich Shellfish Advisory Board** ▶ Served on Board of Directors and as Vice President
- **Knight of Columbus** ▶ Acted as a big brother for the Knights, by providing direction to at risk youth
- **Disabled American Veterans** ▶ Member of DAV and Am Vets
- **Ipswich Youth Basketball** ▶ Coached
- **Welder of Record for the IBEW** ▶ Federal Courthouse, Boston

EDUCATION

Don Bosco Technical High School ▶ Boston, MA ▶ 1969-1973 (Received Certificate of Apprenticeship)

Wentworth Institute of Technology ▶ Boston, MA ▶ 1974 (Masters Course)

University of South Carolina ▶ Beaufort, SC ▶ 1974 (Masters Course)

University of Massachusetts ▶ Boston, MA ▶ 1980-1981 (Liberal Art)

IBEW Local 103 School ▶ Dorchester, MA ▶ 1984-1985 (Continuing updates in Code Education)

MILITARY SERVICE

United States Marine Corps. 1975-1979

Honorably Discharged Disabled Combat Veteran

Awards Include: Meritorious Mast (1977, 1978, & 1979) Commanding General's Commendation (1979) Marine of the Month

 ORIGINAL

PAUL V. CONNOLLY

SUMMARY

Thirty-five years' experience in health and safety regulations, government compliance, and quality control. Working knowledge of shipping regulations, import/export compliance, safety data sheet regulations, and hazardous waste management. Long-term experience in identifying the physical properties and health effects of thousands of organic chemicals, inorganic chemicals, and pure elements.

PROFESSIONAL EXPERIENCE

June 2011-Present ▶ Alfa Aesar, A Johnson Matthey Company ▶ Ward Hill, MA

Product Classification Specialist

- Responsible for the classification on new chemical products
- Oversaw employee safety and government compliance
- Determined shipping classification, storage and labeling requirements for all new products
- Determined shipping classification, storage and labeling requirements for over 40 thousand existing products
- Administrative functions entailed writing safety data sheets for new products
- Administrative functions entailed revising safety data sheets for existing products

March 1987-June 2011 ▶ Alfa Aesar, A Johnson Matthey Company ▶ Ward Hill, MA

Quality Control Department-Supervisor (1992-2008)

- EHS Manager in the Environmental, Health & Safety Department
- Performed the duties of an EHS Specialist
- Performed due diligence as Chemist in charge of Documentation
- Prior to Supervising the Quality Control Department, was the lead QC Chemist

May 1986-March 1987 ▶ Hamblett & Hayes Company ▶ Salem, MA

Safety and Environmental Specialist

- Duties included ensuring company compliance with Federal, State and Local Regulations
- Compliance of all OSHA, TSCA, DOT, EPA and Massachusetts Right-To-Know
- Prepared product labels and safety data sheets
- Oversaw industrial hygiene monitoring and training
- Reviewed hazardous waste disposition systems to ensure safe operations
- Served as Chairman of the Company's Safety Committee

 ORIGINAL

July 1983-May 1986 ▶ Hamblett & Hayes Company ▶ Salem, MA

Assistant Manager-Quality Control Lab

- Major participant in conducting instrumental and "wet" methods of analysis in the leather, textile and waste water industries
- Oversaw effluent and hazardous waste analysis
- Responsible for quality assurance audits
- Maintained open communication and interaction with the outside sales force

February 1982-September 1982 ▶ Armstrong Laboratories ▶ West Roxbury, MA

Production Chemist

- Responsible for processing and batching of pharmaceutical and cosmetic products

February 1979-February 1982 ▶ Bay State Smelting ▶ Somerville, MA

Chemist

- Analyzed brass, bronze, pewter and other non-ferrous alloys in the one man metallurgy lab

EDUCATION

University of New Hampshire ▶ Durham, NH ▶ 1977-1979 (Worked toward a Master of Science degree on a teaching assistantship)

Saint Michael's College ▶ Colchester, VT ▶ 1974-1977 (Awarded Bachelor of Arts in Chemistry)

Awards: Saint Michael's College-Cum Laude-Completed every chemistry course offered at the college

Jan Marcaurette

▶ E-mail: janmarc3535@gmail.com

PROFESSIONAL EXPERIENCE

2005 - Present ▶ Covenant Christian Academy ▶ Peabody, MA

Food Service Director

Create and implement the food program for a private school. Create monthly breakfast and lunch menus. Order and purchase all food and supplies within the constraints of cost efficiency. Oversaw staff on daily routines. Complied with the City of Peabody Department of Health regulations. Assisted with serving over 225 lunches and 30 breakfasts. Worked within budgetary guidelines. Responsibilities included presenting good and healthy foods for youth and working families with limited resources.

2010 - Present ▶ TIC at Home, Gloucester, MA

Certified Nursing Assistant

Cared for sick and/or elderly clients in their homes. Skills include preparation of meals, assisting clients with activities of daily living (i.e. bathing, shopping, medication reminders, cueing clients if needed). Make sure clients are safe. Skills: compassion, patience, and ability to listen to the needs of the sick or infirmed. Completes the required annual twelve hours of continuing education

1999-2005 Present ▶ IHS ▶ Ipswich, MA

Assistant Food Service Manager

Assisted director with ordering and inventory control of food and supplies. Assisted staff with preparing, cooking, and serving health meals to a 1,200 student population.

1998-1999 ▶ Off the Vine ▶ Rowley, MA

Buyer

Structured the ordering and inventory system for the specialty food products. Created menu of salads, deli, and in-store made gourmet foods.

1997-1998 ▶ Ipswich Shellfish Company ▶ Ipswich, MA

Supervisor

Responsible for in-store promotions, marketing and creating new food recipes with an emphasis on specialty product development. In charge of inventory control of perishable food items. Managed and trained a tea of service employees. Maintained a retail storefront and stayed within budged. Set up computer system to track inventory, UPC and PLU codes.

1971-1997 ▶ Bruni Farms ▶ Ipswich, MA

 ORIGINAL

Manager

Turned around a business from a small family farm stand to a retail gourmet food specialty business. Annual sales exceeded a million dollars and featured in the Boston Globe Magazine. Food operations-created unique in-house cheese spreads, designed specialty menus for the newly created deli department, created new soup recipes. Established the "meals to go" for busy families. Business operations-established departments of a business model-deli baker, catering and special orders. Oversaw payroll, accounts payable, and accounts receivables. Hired and supervised full and part time employees. Established a marketing and store advertising protocol, previously none existed. Maintained inventory control over short-lived products, mindful of expiration dates. Negotiated contracts and bids from sales representatives, and oversaw the collection of outstanding balances and preparation for small claim court. Educational extras-attended specialty food conferences, trade shows on gourmet specialty foods and current trends.

EDUCATION

Serve Safe Certified ▶ Woburn, MA ▶ 2012

Certified Nursing Assistant ▶ Martin Training ▶ Peabody, MA ▶ 2010

Biological Principles of Food Processing ▶ Essex Agricultural & Tech ▶ Hawthorne, MA ▶ 1998

Intro to Allied Health ▶ Endicott College ▶ Beverly, MA ▶ 1994

Business Communication Certificate ▶ Endicott College ▶ Beverly, MA ▶ 1994

Mark G. O'Hara

▶ 22 Walker Road ▶ Brewster, MA 02631

▶ Email: oharamark@comcast.net

QUALIFICATIONS

Extensive hands-on experience with all aspects of railroad track systems including design, construction, and maintenance. Highly developed proven skills in track work engineering design, construction supervision, and project management. Significant knowledge of the failure modes of rail systems. Wide-ranging developmental expertise with light and heavy rail transit design/maintenance standards and operating procedures. Long-term experience in complex public sector project planning including budget preparation, purchasing processes, inter-agency agreements and all facets of technical execution. Advanced communication and negotiation skills gained through experience as a senior manager and as a member of a professional union management committee.

PROFESSIONAL EXPERIENCE

January 2013- Present ▶ Engineering/Transportation Consultant

Advisor to public agencies and privately held railroad properties on matters of regulatory compliance, operational policy, engineering, and management practices.

January 2008- January 2013 ▶ Chief Engineer and Project Manager of Massachusetts Coastal Railroad

Management and practice of track and structures engineering, project manager of capital infrastructure improvement's program, advisor to construction and maintenance program administrator for 90+-mile short line freight railroad in Southeastern Massachusetts and Cape Cod.

August 2001-January 2008 ▶ HNTB Corporation

Track system evaluation, track construction management consultant, rail/wheel interface optimization consultant to various North American transit agencies. Engineering and transportation consultant advising mass transit rail system authorities on issues of policy, standards, and technical aspects of organizational operation.

April 1999-August 2001 ▶ Independent Consultant/Contractor

Advisor to the Massachusetts Bay Transportation Authority's track design, construction, maintenance, and inspectional forces group for all operational, budgetary, and technical functions. Research and development of complete track system design, maintenance and inspection standards for MBTA light and heavy rail transit. Technical advisor to a general contractor involved in light rail special track work procurement and installation projects.

April 1997-August 1999 ▶ Massachusetts Bay Transportation Authority-Division Engineer/Sr. Project Manager

Policy making, administrative and engineering oversight, personnel and budgetary responsibility for three hundred (300) person workforce with an annual operating/capital budget of approximately \$20 million. Workforce functions included track design, construction, maintenance, and inspection of one hundred seventy (170) mile light/heavy rail urban transit system

1996-1997 ▶ Mass Bay Transportation Authority-Manager of Engineering and Training

Supervised in-house engineering staff that provided construction estimating, geometric design, field layout, and construction support for system wide track construction and maintenance activities. Also, responsible for review of design plans for materials procurement and track infrastructure and improvement projects.

 ORIGINAL

1990-1996▶ Mass Bay Transportation Authority – Division Superintendent

Responsibility for and oversight of two hundred (200) person track engineering, construction, and maintenance group. Duties included direct technical and supervisory responsibility for design engineering, budget development, and administrative oversight of workforce.

1976-1990▶ Mass Bay Transportation Authority – Track Engineer

Experience of all aspects of transit track design and construction with a concentration on AREMA and girder rail special track work design, procurement and installation.

EDUCATION

1976-1980- Northeastern University- Boston, MA (Civil Engineering Technology)

1974-1975- University of Massachusetts-Amherst, MA (Plant and Soil Science)

1972-1973 – Merimack College- North Andover, MA (Liberal Arts)

1986-1988 – University of Delaware- Wilmington, DE (Course work in Railroad Engineering theory and practice)

1996-1998- Member of APTA Track Subcommittee

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: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

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

Attach one-page bank statement.

EVIDENCE OF CAPITAL
(Exhibit4.1)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

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

Attach one-page bank statement.

 ORIGINAL

Letter of Commitment

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

Date: 11/21/2013

Name of the Corporation: Ipswich Pharmaceutical Associates, Inc.

Name of CEO/Executive Director of the Corporation: Samuel Sokol-Margolis

Name of Account Holder: Samuel Sokol-Margolis

This Letter of Commitment is to ensure access to the required liquid capital to support the operations of IPSWICH PHARMACEUTICAL ASSOCIATES, INC. if so approved by the Department of Public Health. The total required capital needed for this application equals \$ 500,000.

As Chief Executive Officer/Executive Director or President of the Board of Directors of IPSWICH PHARMACEUTICAL ASSOCIATES, INC., I affirm that these funds will remain in Account # [REDACTED] a personal Money Market account with CITIZEN'S BANK for the sole purpose of supporting the operations of the Corporation. Exhibit 4.1 of this application includes a one-page copy of the bank statement referenced here.

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


Print Name Samuel Sokol-Margolis

Date: 11/21/13

 ORIGINAL

Notary Public

- On this 21st day of NOVEMBER, 2013, before me, the undersigned notary public, personally appeared SAMUEL SOKOL-MARGOLIS, proved to me through satisfactory evidence of identification, which were MA LICENSE S84842018, 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.


Signature of Notary Public

My commission expires July 12, 2014

EVIDENCE OF CAPITAL
(Exhibit4.1)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

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

Attach one-page bank statement.

 ORIGINAL

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

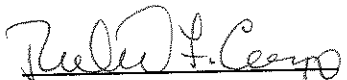
Print Name Samuel Sokol-Margolis

Date: 11/21/13

Notary Public

- On this 21st day of NOVEMBER, 2013, before me, the undersigned notary public, personally appeared SAMUEL SOKOL-MARGOLIS, proved to me through satisfactory evidence of identification, which were MA LICENSE S84842018, 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.

My commission expires July 12, 2014


Signature of Notary Public





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[Account History](#) [Online Statements](#) [Image Search](#)

Account History

Account:

PERSONAL - MM - [REDACTED] Bal. \$515,431.73

[Shortcuts...](#)

[Current Account Features](#)

[Manage Features](#)

- Standard Overdraft Practices Preference(s)

[eStatements & eNotices](#)

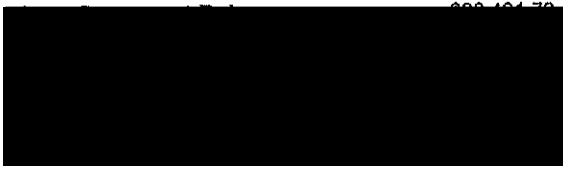
[View eStatements](#)

[View eNotices](#)

PERSONAL - MM - [REDACTED] (Account Type: Checking)

Account Summary

Available Balance : \$515,431.73



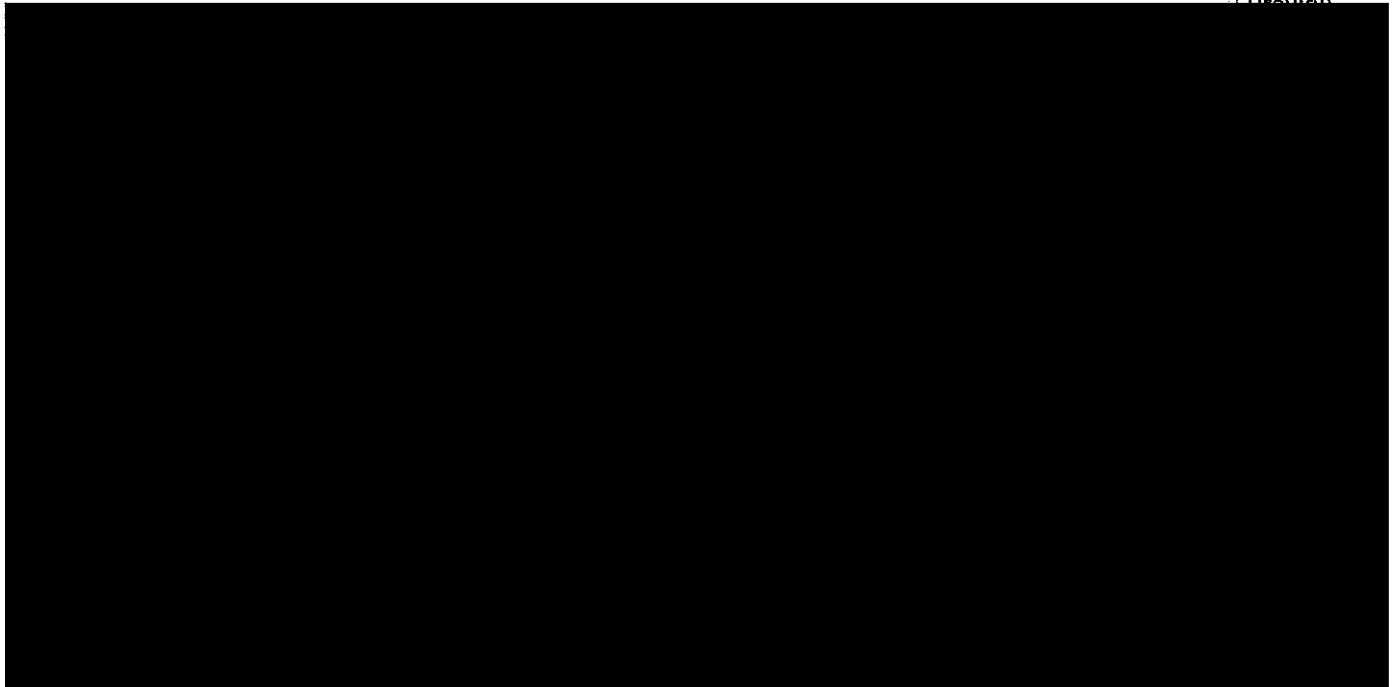
Customize the Transaction History view by using the filter below.

From 08/24/2013 To 11/21/2013 Or Select...

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Transaction History

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

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

	Individual Name	Business Address	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1	Sarah Nastasi	401 Edgewater Place, Suite 100 Wakefield, MA 01880	\$ 32,500 4.3%	Cash	N/A	Loan to be repaid over 3 years. Interest at 2% over prime up to 10% annually. Principle not to be repaid until start of 2 nd year.
2	Mark O'Hara	22 Walker Road Brewster, MA 01930	\$ 42,500 5.7%	Cash	Facilities Manager	Loan to be repaid over 3 years. Interest at 2% over prime up to 10% annually. Principle not to be repaid until start of 2 nd year.
3	Pamela Marcaurrelle	6 Rowe Square Gloucester, MA 01930	\$ 40,000 5.3%	Cash	N/A	Loan to be repaid over 3 years. Interest at 2% over prime up to 10% annually. Principle not to be repaid until start of 2 nd year.
4	Jan Marcaurrelle	57 Eastern Ave., Gloucester, MA 01931	\$ 30,000 4.3%	Cash	Manager of Patient Products and Services	Loan to be repaid over 3 years. Interest at 2% over prime up to 10% annually. Principle not to be repaid until start of 2 nd year.
5	Edward Fopiano	109 Stockbridge Rd., Scituate, MA 02066	\$ 60,000 8.0%	Cash	N/A	Loan to be repaid over 3 years. Interest at 2% over prime up to 10% annually. Principle not to be repaid until start of 2 nd year.
6	Samuel Sokol-Margolis	225 Newbury Street, Boston, MA 02116	500,000 67.0%	Cash	Chief Executive Officer	Two year loan with 2% over prime.

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

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

	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: Ipswich Pharmaceutical Associates, Inc. Application # (if more than one): _____

	Expense Type	Costs	Explanation of Expense
Planning and Development			
1	Architect and design fees	\$ 9,000	Detail site and floor plan
2	Environmental survey	\$ 0	Existing structure with no changes to footprint
3	Permits and fees	\$ 45,000	State architectural, phase I & II application, bond for special permit
4	Security assessment	\$ 0	Assessment made as a proposal for future services
5	Land/building cost	\$ 0	Facility under lease
6	Site clean-up and preparation	\$ 10,000	Clean-up of site facilities around the building lot
7	Consultants	\$ 15,000	Legal and Nonprofit financial consultation
8	General liability insurance	\$ 855	Temporary insurance during the construction phase
9	Other	\$ 1,300	Nonprofit Incorporation and web domain fees
Build-out Costs			
1	Construction expenses	\$ 105,000	Construction of grow room, kitchen and dispensary, storage room—includes special permits
2	Painting and finishes	\$ 10,000	Painting and carpentry for internal and external areas
3	Security system	\$ 15,225	Upgrade existing security and fire system
4	Landscape work	\$ 5,000	Various items for the entrance to the property
5	Parking facility	\$ 0	Already exists
6	Handicap ramp access	\$ 25,000	Handicap ramp and front door access controls
7	Bathroom facility for patients	\$ 10,000	Construction of interior bathroom for patients
Equipment Costs			
1	Vehicles and transportation	\$ 15,000	One vehicle for delivery purposes
2	Cultivation equipment	\$ 15,000	Various equipment for planting
3	Furniture and storage needs	\$ 5,000	Dispensary furniture and display case
4	Computer equipment	\$ 4,000	Various computers, phones and software
5	HVAC	\$ 7,500	HVAC system installation with drainage
6	Kitchen/food prep equipment	\$ 11,400	Cooking and preparation equipment, including oven, table, refrigerator
7	Backup generator	\$ 5,000	Gas powered generator in case of power outages
8	Storage Tank for HVAC drain	\$ 5,000	Waste storage tank for proper disposal
9	Lighting system	\$ 15,000	Various lighting fixtures and wiring in grow rooms, kitchen, dispensary, etc.
10	Seed to sale software initial fee	\$ 1,500	Tracking software system for all products
	TOTAL	\$ 335,780	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

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

Projected Number of Patients: 343 and Number of Visits: 9,261

			Year ONE Budget	Budget Notes ¹
REVENUE				
1	Medical Marijuana sales		\$ 1,296,622	Operations start with 150 plants with four harvests in year one
2	Other supplies sold		\$ 3,000	Misc. equipment
3	Other revenue sources		\$ 219,513	Represents 20% of available product after discounts
A	TOTAL REVENUE:		\$ 1,519,135	
PAYROLL EXPENSES				
	Personnel Category	# FTE		
1	Management (exempt)	8	\$ 350,000	Includes managers, directors, executives
2	Salaried (exempt)	2	\$ 104,040	Patient Liaison, Community Outreach, Bookkeeper
3	Hourly (non-exempt)	4.75	\$ 100,500	Dispensary, Greenhouse, Packaging
B	TOTAL SALARIES		\$ 554,540	
C	Fringe Rate and Total	11.42%	\$ 63,328	
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$ 617,868	
OTHER EXPENSES				
1	Consultants		\$ 240,000	Grow / MIP Consultant, attorney, nonprofit CFO
2	Equipment		\$ 0	Committed to 5% of sales first year
3	Supplies		\$ 13,200	Seeds, soil, packaging materials, etc.
4	Office Expenses		\$ 17,980	Office supplies, tracking software, internet access, supplemental products for sale
5	Utilities		\$ 30,000	Gas, water, electric, waste disposal
6	Insurance		\$ 48,827	Includes workers compensation, product, operations, property and general liability
7	Interest		\$ 28,754	Interest payments on donor debt
8	Depreciation/Amortization		\$ 10,000	Certain furniture and fixtures
9	Leasehold Expenses		\$ 18,000	Current lease of 1,800 square feet
10	Bad Debt		\$ 0	
11	Principal repayments on outstanding loans		\$ 62,496	Repayment of donor debt over 24 months
12	License and registration fees		\$ 60,000	State license, 20 dispensary agent registration fees
13	Security Monitoring		\$ 4,200	Annual fee for security monitoring service
14	Marketing Expenses		\$ 24,000	Marketing, public relations, signage, website
15	Charitable donations		\$ 75,000	Committed to 5% of sales first year
E	TOTAL OTHER EXPENSES		\$ 713,657	
	TOTAL EXPENSES: (D+E)		\$ 1,331,525	
	DIFFERENCE		\$ 187,610	



ORIGINAL

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc. Application # (if more than one): _____

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

	FIRST FULL FISCAL YEAR PROJECTIONS 2015	SECOND FULL FISCAL YEAR PROJECTIONS 2016	THIRD FULL FISCAL YEAR PROJECTIONS 2017
Projected Revenue	\$ 1,519,135	\$ 2,534,091	\$ 5,060,981
Projected Expenses	\$ 1,331,525	\$ 1,808,810	\$ 2,579,846
TOTAL :	\$ 187,610	\$ 725,281	\$ 2,281,135
Number of Patients	343	571	1,143
Number of Patient Visits	9,261	15,417	30,861
Projected % of growth rate annually	67 %	100 %	20 %
Total FTE in staffing	14.75 FTE	17.0 FTE	21.5 FTE
Projected Medical Marijuana Inventory	300 Lbs.	500 Lbs.	1000 Lbs.

 ORIGINAL

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

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
31 Turnpike Road, Ipswich, MA 01938	Essex, MA	Lease

 ORIGINAL

TENANCY AT WILL

DATE: September 9, 2013

LANDLORD: Swain Realty Trust, 31 Turnpike Road, Ipswich, Mass. 01938 rents and the

TENANT: Ipswich Pharmaceutical Associates, Inc. hires the PREMISES at 31 Turnpike Road, Ipswich, Mass. 01938 consisting of Open Space, Small Office at a RENT of \$ 1000.00 per Month payable on the FIRST day of each Month in advance, for the rental period commencing on August 1, 2013- December 31, 2013/ January 1, 2014-July 31, 2013 (see attached paper).

Landlord rents to tenant the premises at the specified rent from rental period to rental period. This tenancy may be terminated by a written notice given by either party to the other before the first day of any rental period and shall be effective on the last day of that rental period, or thirty after such notice has been given, whichever is longer; provided, however, that in the event of any breach by tenant of this agreement, Landlord shall be entitled to pursue any and all remedies provided or recognized by applicable law, This tenancy shall be under the following conditions:

1. **CARE OF PREMISES-**The tenant shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any conditions or alterations to be made in or to the premises without the prior written consent of the Landlord, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at termination shall deliver up the premises and all property belonging to the Landlord in good, clean and tenable order and condition, reasonable wear and tear accepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other aeriels, or other like equipment shall be installed without the prior written consent of the landlord. No waterbeds shall be permitted in the premises.
2. **MAINTENANCE-**For maintenance, if other than Landlord contact:
Jaquith Carhide 31 Turnpike Road, Ipswich, MA, 01938
3. **CLEANLINESS-** Tenant shall maintain the premises in a clean condition and shall not sweep, throw, or dispose of nor permit to be swept, thrown, or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish, or other substance or article into any parts of said building or the land adjacent thereto, except in proper receptacles and except in accordance with the rules of the landlord.
4. **DISTURBANCE, ILLEGAL USE-** Neither the Tenant nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Landlord or other occupants of the same or any other apartment, nor make any use whatsoever therefore than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior of the windows.
5. **COMMON AREAS-** No receptacles, vehicles, baby carriages or other articles of obstructions shall be placed in the halls or other common areas or passageways.
6. **HEAT AND OTHER UTILITIES-**The tenant shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the premises and are presently separately metered. The Landlord agrees that he will furnish reasonably hot and cold water and reasonable heat (except to the extent that such water and heat are furnished through utilities metered to the premises as stated above) during regular heating season, all in accordance with the applicable laws, but the failure of the Landlord to provide any of the foregoing items to any specific degree, quantity, quality or character due to any causes beyond the reasonable control of the Landlord, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Landlord. This section governs utility payments. Be sure to discuss with the Landlord those payments which will be required of you for this unit.
7. **KEYS AND LOCKS-** Landlord shall, within a reasonable period of time following receipt of notice from Tenant of such condition, repair or replace any defective exterior locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by Tenant without written permission of Landlord. Any locks so permitted to be installed shall become the property of the landlord and shall not be removed by Tenant. Tenant shall promptly give duplicate key to any such changed, altered, replaced or new lock to the landlord.
8. **LOSS OR DAMAGE-** Tenant agrees to indemnify and save Landlord harmless from all liability, loss damage arising from any nuisance made or suffered on the premises by Tenant, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect, or improper conduct of any such persons. Subject to the provisions of applicable law, Landlord shall not be liable for damage to or loss of

 ORIGINAL

property of any kind while on the premises or in any storage space in the building nor for any personal injury, unless caused by negligence of Landlord.

~~9. PARKING- Parking on the premises or in any storage space in the building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any improper articles be thrown into the same.~~

10. PETS- No dogs or other animals, birds or pets shall be kept in or upon the premises without Landlord's written consent; and consent so given may be revoked at any time.

11. PLUMBING- Water closets, disposals and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any improper articles be thrown into the same.

12. REPAIRS- Tenant shall at all times keep an maintain the premises and all equipment fixtures therein or used therewith repaired, whole and of the same kind, quality, and description and in such good repair, order and condition as at the commencement of occupancy, or as may be put in thereafter, reasonable wear and tear and damage by unavoidable casualty only excepted. Landlord and Tenant agree to comply with any responsibility which either may have under applicable law to perform repairs upon the premises. If Tenant fails within a reasonable time to make such repairs, then and in any such event, Landlord may (but shall not be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable cost of such repairs in full, upon demand.

13. RIGHT OF ENTRY- the Landlord may enter upon the leased premises in case of emergency, to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers or mortgagees. The Landlord may also enter upon the said premises if same appears to have been abandoned by the Tenant or as otherwise permitted by law.

14. OCCUPANCY OF PREMISES- Tenant shall not assign or underlet any part or the whole of the premises, nor shall permit the premises to be occupied for a period longer than a temporary visit by anyone Landlord or his authorizing agent, to tenant within 30 months except the individuals specifically named in the first paragraph of this tenancy, their spouses and any children born to them hereafter, without first obtaining on each occasion the assent in writing of Landlord.

15. NOTICES- Written notice from the Landlord to the Tenant shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Tenant at the address of the premises, or if delivered or left in or on any part thereof. Provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Tenant or anyone expressly or impliedly authorized to receive messages for the Tenant, or by who resides with the Tenant in the premises. Written notice from the tenant to the Landlord shall be deemed to have been properly given if mailed by certified mail, postage prepaid, return receipt requested, to the Landlord at his address set forth in the first paragraph of this agreement, unless the Landlord shall have notified the Tenant of a change of the Landlord's address, in which case such notice shall be sent to such changed address of the Landlord, provided that the receipt has been signed by the Landlord or anyone expressly or impliedly authorized to receive messages for the Landlord. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by the law.*

16. TRUSTEE- In the event that the Landlord is a trustee or a partner, or such trustee nor any beneficiary nor any shareholder of such trust and no other partner, general or limited, or such partnership shall be personally liable to anyone under any term, condition, covenant, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said premises, the use or the maintenance of said building or its approaches and equipment.

17. COPY OF AGREEMENT- Landlord shall deliver a copy of the agreement, duly executed by Landlord or his authorizing agent, to Tenant within thirty (30) days after a copy hereof, duly executed by Tenant, has been delivered to Landlord.

18. REPRISALS PROHIBITED- Landlord acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.

19. ATTACHED FORMS- The forms, if any, attached hereto are incorporated herein by reference.

TENANT- Subject to applicable law, the Landlord will provide insurance for up to 4750 in benefits to cover the actual costs of relocation of the Tenant if displaced by fire or damage resulting from fire.

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year

Landlord

first above written.

Handwritten signature of Landlord

Tenant

Handwritten signature of Tenant

ORIGINAL



ADDENDUM TO LEASE

THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE TO THE ATTACHED LEASE:

1. Landlord and Tenant agree that this Lease is contingent upon the successful acquisition of an RMD License from The Department of Public Health ("DPH") pursuant to 105 CMR 725.000.

2. Contingent on #1 above, Tenant agrees to pay One Thousand Dollars per Month (\$1000/Month) commencing August 1, 2013 and ending December 31, 2013.

3. Contingent on #1 above, Tenant agrees to pay One Thousand Five Hundred Dollars per Month (\$1500/Month) commencing January 1, 2014 and ending July 31, 2015.

4. Contingent on #1 above, this lease may be renegotiated after the sale of the first harvest.

5. Contingent on #1 above, after the first harvest, the tenant shall have the exclusive rights to negotiate a Three (3) Year lease with the first option to purchase the premises.

Nancy Johnson
Landlord

Nancy Johnson

Tenant

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: Ipswich Pharmaceutical Associates, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
31 Turnpike Road, Ipswich, MA 01938	Essex, MA	Lease

 ORIGINAL

TENANCY AT WILL

DATE: September 9, 2013

LANDLORD: Swain Realty Trust: 31 Turnpike Road, Ipswich, Mass. 01938 rents and the

TENANT: Ipswich Pharmaceutical Associates, Inc. hires the PREMISES at: 31 Turnpike Road, Ipswich, Mass. 01938 consisting of Open Space, Small Office at a RENT of \$ 1000.00 per Month payable on the FIRST day of each Month in advance, for the rental period commencing on August 1, 2013- December 31, 2013/ January 1, 2014-July 31, 2013 (see attached paper).

Landlord rents to tenant the premises at the specified rent from rental period to rental period. This tenancy may be terminated by a written notice given by either party to the other before the first day of any rental period and shall be effective on the last day of that rental period, or thirty after such notice has been given, whichever is longer; provided, however, that in the event of any breach by tenant of this agreement, Landlord shall be entitled to pursue any and all remedies provided or recognized by applicable law, This tenancy shall be under the following conditions:

1. **CARE OF PREMISES**-The tenant shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any conditions or alterations to be made in or to the premises without the prior written consent of the Landlord, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at termination shall deliver up the premises and all property belonging to the Landlord in good, clean and tenantable order and condition, reasonable wear and tear accepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other aeriels, or other like equipment shall be installed without the prior written consent of the landlord. No waterbeds shall be permitted in the premises.

2. **MAINTENANCE**-For maintenance, if other than Landlord contact:

Jaquith Carbide 31 Turnpike Road, Ipswich, MA, 01938

3. **CLEANLINESS**- Tenant shall maintain the premises in a clean condition and shall not sweep, throw, or dispose of nor permit to be swept, thrown, or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish, or other substance or article into any parts of said building or the land adjacent thereto, except in proper receptacles and except in accordance with the rules of the Landlord.

4. **DISTURBANCE, ILLEGAL USE**- Neither the Tenant nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Landlord or other occupants of the same or any other apartment, nor make any use whatsoever therefore than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior of the windows.

5. **COMMON AREAS**- No receptacles, vehicles, baby carriages or other articles of obstructions shall be placed in the halls or other common areas or passageways.

6. **HEAT AND OTHER UTILITIES**-The tenant shall pay, as they become due, al bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the premises and are presently separately metered. The Landlord agrees that he will furnish reasonably hot and cold water and reasonable heat (except to the extent that such water and heat are furnished through utilities metered to the premises as stated above) during regular heating season, all in accordance with the applicable laws, but the failure of the Landlord to provide any of the foregoing items to any specific degree, quantity, quality or character due to any causes beyond the reasonable control of the Landlord, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Landlord. This section governs utility payments. Be sure to discuss with the Landlord those payments which will be required of you for this unit.

7. **KEYS AND LOCKS**- Landlord shall, within a reasonable period of time following receipt of notice from Tenant of such condition, repair or replace any defective exterior locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by Tenant without written permission of Landlord. Any locks so permitted to be installed shall become the property of the landlord and shall not be removed by Tenant. Tenant shall promptly give duplicate key to any such changed, altered, replaced or new lock to the landlord.

8. **LOSS OR DAMAGE**- Tenant agrees to indemnify and save Landlord harmless from all liability, loss damage arising from any nuisance made or suffered on the premises by Tenant, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect, or improper conduct of any such persons. Subject to the provisions of applicable law, Landlord shall not be liable for damage to or loss of

property of any kind while on the premises or in any storage space in the building nor for any personal injury, unless caused by negligence of Landlord.

~~9. PARKING- Parking on the premises of Landlord is prohibited unless written consent is given by Landlord.~~

10. PETS- No dogs or other animals, birds or pets shall be kept in or upon the premises without Landlord's written consent: and consent so given may be revoked at any time.

11. PLUMBING- Water closets, disposals and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any improper articles be thrown into the same.

12. REPAIRS- Tenant shall at all times keep and maintain the premises and all equipment fixtures therein or used therewith repaired, whole and of the same kind, quality, and description and in such good repair, order and condition as at the commencement of occupancy, or as may be put in thereafter, reasonable wear and tear and damage by unavoidable casualty only excepted. Landlord and Tenant agree to comply with any responsibility which either may have under applicable law to perform repairs upon the premises. If Tenant fails within a reasonable time to make such repairs, then and in any such event, Landlord may (but shall not be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable cost of such repairs in full, upon demand.

13. RIGHT OF ENTRY- the Landlord may enter upon the leased premises in case of emergency, to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers or mortgagees. The Landlord may also enter upon the said premises if same appears to have be abandoned by the Tenant or as otherwise permitted by law.

14. OCUPANCY OF PREMISES- Tenant shall not assign or underlet any part or the whole of the premises, nor shall permit the premises to be occupied for a period longer than a temporary visit by anyone Landlord or his authorizing agent, to tenant within 30mexcept the individuals specifically named in the first paragraph of this tenancy, their spouses and any children born to them hereafter, without first obtaining on each occasion the assent in writing of Landlord.

15. NOTICES- Written notice from the Landlord to the Tenant shall be deemed to have been properly given if mailed by registered or certified mail; postage prepaid, return receipt requested to the Tenant at the address of the premises, or if delivered or left in or on any part thereof. Provided that if so mailed, the receipt has been signed, or if so delivered or left. That such notice has been delivered to or left with, the Tenant or anyone expressly or impliedly authorized to receive messages for the Tenant, or by who resides with the Tenant in the premises. Written notice from the tenant to the Landlord shall be deemed to have been properly given if mailed by certified mail, postage prepaid, return receipt requested, to the Landlord at his address set forth in the first paragraph of this agreement, unless the Landlord shall have notified the Tenant of a change of the Landlord's address, in which case such notice shall be sent to such changed address of the Landlord, provided that the receipt has been signed by the Landlord or anyone expressly or impliedly authorized to receive messages for the Landlord. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by the law.*

16. TRUSTEE- In the event that the Landlord is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of such trust and no other partner, general or limited, or such partnership shall be personally liable to anyone under any term, condition, covenant, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said premises, the use or the maintenance of said building or its approaches and equipment.

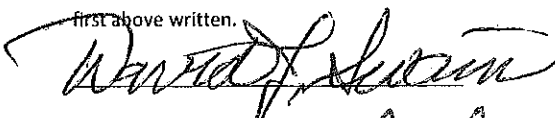

17. COPY OF AGREEMENT- Landlord shall deliver a copy of the agreement, duly executed by Landlord or his authorizing agent, to Tenant within thirty (30) days after a copy hereof, duly executed by Tenant, has been delivered to Landlord.

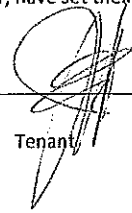
18. REPRISALS PROHIBITED- Landlord acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.

19. ATTACHED FORMS- The forms, if any, attached hereto are incorporated herein by reference.

TENANT- Subject to applicable law, the Landlord will provide insurance for up to 4750 in benefits to cover the actual costs of relocation of the Tenant if displaced by fire or damage resulting from fire.

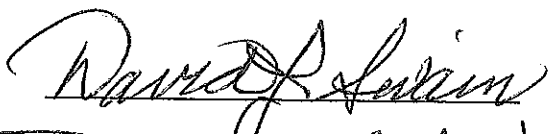
IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written.



Landlord


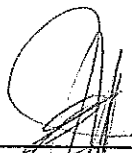

Tenant

THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE TO THE ATTACHED LEASE:

1. Landlord and Tenant agree that this Lease is contingent upon the successful acquisition of an RMD License from The Department of Public Health ("DPH") pursuant to 105 CMR 725.000.
2. Contingent on #1 above, Tenant agrees to pay One Thousand Dollars per Month (\$1000/Month) commencing August 1, 2013 and ending December 31, 2013.
3. Contingent on #1 above, Tenant agrees to pay One Thousand Five Hundred Dollars per Month (\$1500/Month) commencing January 1, 2014 and ending July 31, 2015.
4. Contingent on #1 above, this lease may be renegotiated after the sale of the first harvest.
5. Contingent on #1 above, after the first harvest, the tenant shall have the exclusive rights to negotiate a Three (3) Year lease with the first option to purchase the premises.



Landlord




Tenant

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: Ipswich Pharmaceutical Associates, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
31 Turnpike Road, Ipswich, MA 01938	Essex, MA	Lease

 ORIGINAL

TENANCY AT WILL

DATE: September 9, 2013

LANDLORD: Swain Realty Trust: 31 Turnpike Road, Ipswich, Mass. 01938 rents and the

TENANT: Ipswich Pharmaceutical Associates, Inc. hires the PREMISES at: 31 Turnpike Road, Ipswich, Mass. 01938 consisting of Open Space, Small Office at a RENT of \$ 1000.00 per Month payable on the FIRST day of each Month in advance, for the rental period commencing on August 1, 2013- December 31, 2013/ January 1, 2014-July 31, 2013 (see attached paper).

Landlord rents to tenant the premises at the specified rent from rental period to rental period. This tenancy may be terminated by a written notice given by either party to the other before the first day of any rental period and shall be effective on the last day of that rental period, or thirty after such notice has been given, whichever is longer; provided, however, that in the event of any breach by tenant of this agreement, Landlord shall be entitled to pursue any and all remedies provided or recognized by applicable law, This tenancy shall be under the following conditions:

1. CARE OF PREMISES-The tenant shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any conditions or alterations to be made in or to the premises without the prior written consent of the Landlord, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at termination shall deliver up the premises and all property belonging to the Landlord in good, clean and tenable order and condition, reasonable wear and tear accepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other aereals, or other like equipment shall be installed without the prior written consent of the landlord. No waterbeds shall be permitted in the premises.

2. MAINTENANCE-For maintenance, if other than Landlord contact:

Jaquith Carbide 31 Turnpike Road, Ipswich, MA, 01938

3. CLEANLINESS- Tenant shall maintain the premises in a clean condition and shall not sweep, throw, or dispose of nor permit to be swept, thrown, or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish, or other substance or article into any parts of said building or the land adjacent thereto, except in proper receptacles and except in accordance with the rules of the Landlord.

4. DISTURBANCE, ILLEGAL USE- Neither the Tenant nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Landlord or other occupants of the same or any other apartment, nor make any use whatsoever therefore than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior of the windows.

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8. LOSS OR DAMAGE- Tenant agrees to indemnify and save Landlord harmless from all liability, loss damage arising from any nuisance made or suffered on the premises by Tenant, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect, or improper conduct of any such persons. Subject to the provisions of applicable law, Landlord shall not be liable for damage to or loss of

property of any kind while on the premises or in any storage space in the building nor for any personal injury, unless caused by negligence of Landlord.

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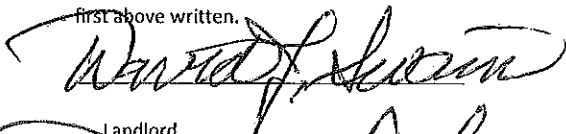
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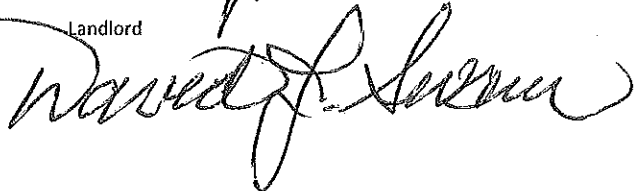
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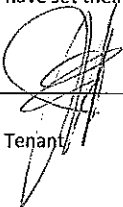
19. ATTACHED FORMS- The forms, if any, attached hereto are incorporated herein by reference.

TENANT- Subject to applicable law, the Landlord will provide insurance for up to 4750 in benefits to cover the actual costs of relocation of the Tenant if displaced by fire or damage resulting from fire.

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written.




Landlord





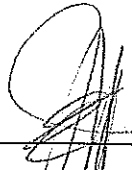
Tenant

THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE TO THE ATTACHED LEASE:

1. Landlord and Tenant agree that this Lease is contingent upon the successful acquisition of an RMD License from The Department of Public Health ("DPH") pursuant to 105 CMR 725.000.
2. Contingent on #1 above, Tenant agrees to pay One Thousand Dollars per Month (\$1000/Month) commencing August 1, 2013 and ending December 31, 2013.
3. Contingent on #1 above, Tenant agrees to pay One Thousand Five Hundred Dollars per Month (\$1500/Month) commencing January 1, 2014 and ending July 31, 2015.
4. Contingent on #1 above, this lease may be renegotiated after the sale of the first harvest.
5. Contingent on #1 above, after the first harvest, the tenant shall have the exclusive rights to negotiate a Three (3) Year lease with the first option to purchase the premises.



Landlord




Tenant

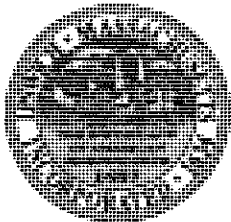
EVIDENCE OF LOCAL SUPPORT
(Exhibit 5.4)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc. Application # (if more than one): _____

Site	City/Town	County	Type of Support Attached
1	Ipswich, MA	Essex County	Letter of non-opposition from the Ipswich Board of Selectmen
2			

 ORIGINAL



TOWN OF IPSWICH

Board of Selectmen

25 Green Street
IPSWICH, MASSACHUSETTS 01938

William M. Craft, Chairman
Charles D. Surpitski, Vice-Chairman
Patrick J. McNally
Shirley A. Berry
Nishan D. Mootafian

p: (978) 356-6604
f: (978) 356-6616
e: selectmen@ipswich-ma.gov
w: www.ipswichma.gov

November 19, 2013

To Whom it May Concern:

The Ipswich Board of Selectmen voted at its November 18, 2013 meeting that it has no opposition to the application by Ipswich Pharmaceutical Associates, Inc. to operate a Registered Marijuana Dispensary within the appropriate zone in Ipswich.

Sincerely,

Charles D. Surpitski
Chairman
Ipswich Board of Selectmen

cc: File

 ORIGINAL

SUMMARY CHART OF LOCATIONS AND LOCAL SUPPORT
(Exhibit 5.5)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

	Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing	31 Turnpike Road, Ipswich, MA 01938	Lease	Letter of non-opposition from the Ipswich Board of Selectmen
2	Cultivation	31 Turnpike Road, Ipswich, MA 01938	Lease	Letter of non-opposition from the Ipswich Board of Selectmen
3	Processing	31 Turnpike Road, Ipswich, MA 01938	Lease	Letter of non-opposition from the Ipswich Board of Selectmen

 ORIGINAL

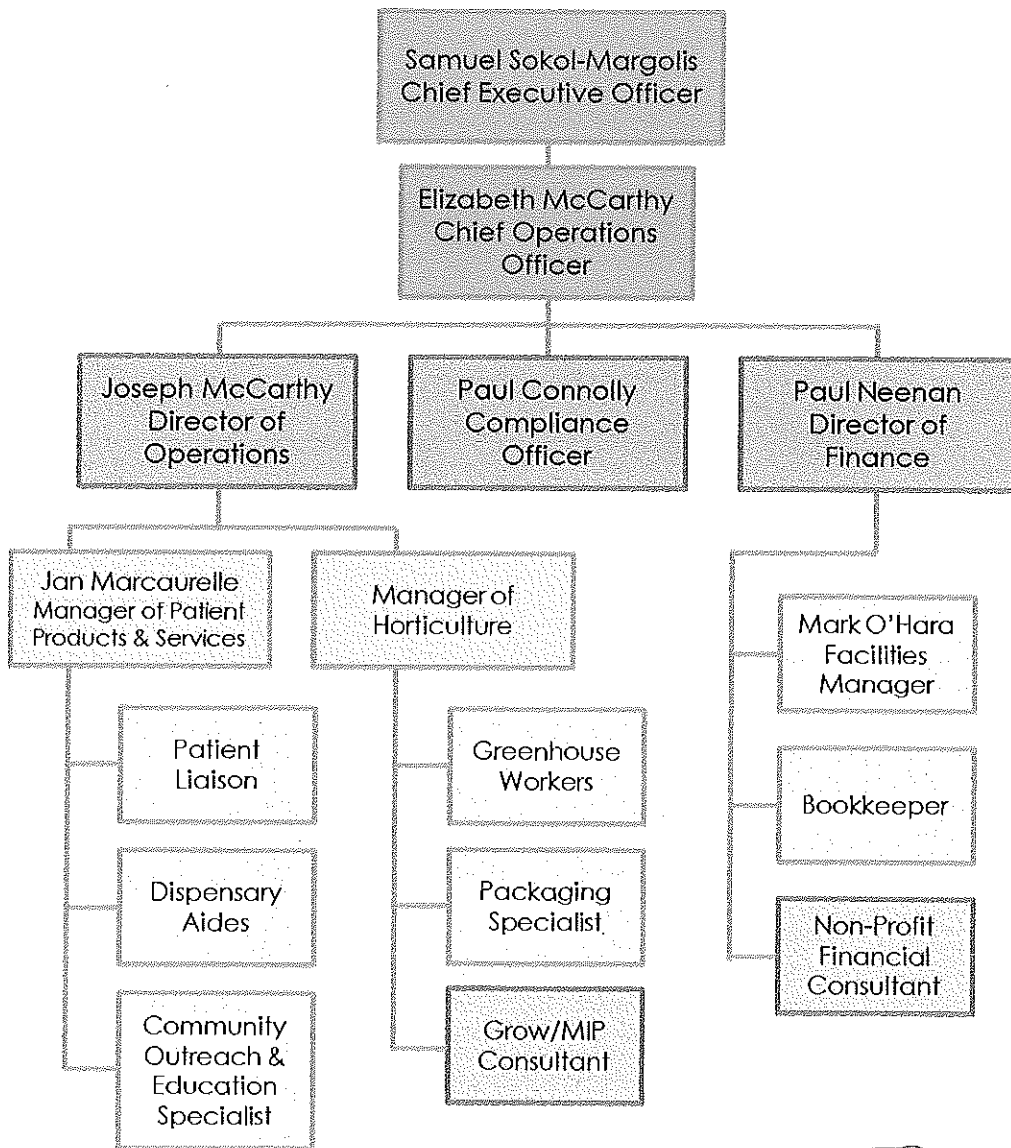
RMD ORGANIZATIONAL CHART
(Exhibit 6.1)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

Attach organizational chart.



 ORIGINAL

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: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.

 ORIGINAL



iCORI
Commonwealth of Massachusetts
Department of Criminal Justice Information Services

Logged in as: lizmccarthy | [Home](#) | [Help](#) | [Logout](#)

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

Ipswich Pharmaceutical Associates, Inc.	Status: Active Account Type(s): Employer
--	---


Account	
Account Details	Representatives Users Authorized Consumer Reporting Agencies

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

Account Status	
Account Status: Active	Date Last Renewed:
Date First Registered: 10/17/2013	

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

Account Type(s): Employer	Organization ID: XXXXXXXXXX
Organization Name: Ipswich Pharmaceutical Associates, Inc.	
Address: 63 Town Farm Road, Ipswich, MA 01938	
Phone No.: 508-397-0217	
Website: ipa-ma.org	


 ADRIAN J. ...
 ...

**RMD STAFF
(Exhibit 6.4)**

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

	Name	Role/Title
1	Jan Marcaurette	Manager of Patient Products and Services
2		
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 ORIGINAL



ORIGINAL

RMD START-UP TIMELINE
(Exhibit 7.1)

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

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

Application # (if more than one): _____

Key Benchmarks ⁱ	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Collect quotes on project build-out	12/31/13	COO; Director of Operations	Low	
Finalize decisions on key consultants	12/31/13	Executive Management Team	Medium	
Awarded provisional license	1/31/14	Executive Management Team	High	
Post bond and pull Town of Ipswich Special permit	2/3/14	Director of Finance	Medium	
Pull building permits	2/17/14	Director of Operations	Medium	
Begin security upgrade	2/18/14	Director of Operations	Medium	
Begin construction of cultivation area	2/18/14	COO; Director of Operations	Medium	
Complete policies, HR forms and employee handbook	3/28/14	Director of Operations	Low	
Complete construction of cultivation area	4/11/14	Director of Operations	Medium	
Begin construction on dispensary	4/14/14	Director of Operations	Medium	9/1/14
DPH inspection of the cultivation areas	4/18/14	Executive Management Team	High	
Meet with grow consultant and procure seeds, containers and soil	5/2/14	Director of Operations	Medium	
Begin planting	5/5/14	Director of Operations; Consultant	High	
Complete dispensary	5/23/14	Director of Operations; Consultant	Medium	
Purchase office equipment and furniture	5/30/14	Director of Operations; Manager of Patient Products & Services	Medium	
Final DPH Inspection	6/6/14	Executive Management Team	High	
Hire Manager of Horticulture	6/9/14	COO; Director of Operations	High	
Begin community outreach	6/9/14	Manager of Patient Products & Services	Medium	
Hire cultivation team	6/30/14	Manager of Horticulture	High	

ORIGINAL 

Product Price	Patient Discount Classes	Projected number of Patients	Year One	Year Two	Year Three
\$0.00	Terminally patients within one year	60	101	202	
\$3.75	Patients below 150% Federal Poverty Hardship patients	34	57	114	
\$7.50	Children under the age of 10 Military Veterans Cancer patients Senior Citizens	34	57	114	
\$15.00	Patients paying full price		275	457	914

Ipswich Pharmaceutical Associates, Inc.
Proposed Sliding Price Scale

Attach sliding price scale.

Application # (if more than one): _____

Corporation Name: Ipswich Pharmaceutical Associates, Inc.

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

PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)

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2	JOSEPH F. Mc GARTHY	PRESIDENT
1	Name	Role within the Corporation

This exhibit must be completed and submitted as part of the application.
 Corporation Name: Ipswich PHARMACEUTICAL ASSOCIATES INC
 Application # (if more than one): _____

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