



APPLICATION RESPONSE FORM COVER PAGE

Make this the first page of your response

Corporation

The applicant corporation's legal name, trade name, and any other name under which the bidding entity does business (if any): [JCS HOLDINGS INC /DBA The Haven Center]

Website URL (if applicable): [www.HavenCenter.me]

Address:

[245 Route 6A]

[]

City: [Orleans] State: [MA] Zip: [02653]

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

First Name: [Christopher] Last Name: [Taloumis]

FEIN: [463402993]

Contact Person

First Name: [Christopher] Last Name: [Taloumis]

Title: [Executive Director]

Telephone: (508) 432-3413 FAX: (508) 255-0703 E-Mail: [Chris.HavenCenter@gmail.com]

Contact Person Address (if different):

[]

[]

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

Authorized Signature

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

Background Check Authorization

The Department will conduct a background check on:

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

- 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.

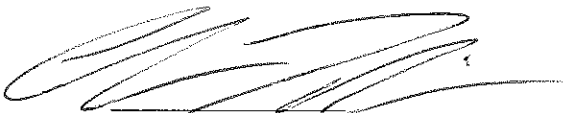
\$30,000 bank/cashier's check attached.

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:
Title: *EXECUTIVE DIRECTOR*

11 20 13
Date

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


Name:
Title: *EXECUTIVE DIRECTOR*

11.2013
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.

[JCS HOLDINGS INC 08/14/13]

1.2 Describe the organization's mission and vision.

[Our mission is to provide card-holding patients with the safest and highest quality organically-cultivated medical marijuana at an affordable price and with the least impact on the environment and community. Our vision is to make our products available in a safe, compassionate and comfortable patient-centric environment.

We are committed to offering support services and operating with integrity as a not-for-profit organization for the benefit of patients and the community. We are dedicated to providing a safe haven for our patients where our staff will provide an atmosphere of care, compassion, and warmth incorporating transparency and best practices into all of our operations. We will provide only lab-tested, high quality medical cannabis. We will seek partnerships with local health care providers to aid them in making informed recommendations. We acknowledge the trust our community and the Commonwealth will put in us. We will honor that trust by observing the laws of the Commonwealth for the benefit of all Barnstable County residents and for the patients we serve.

Our vision is of a Cape Cod community in which the palliative needs of patients are met while supporting charitable endeavors.]

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.

[JCS HOLDINGS INC has not amended the Articles of Organization but did add several new directors to increase the accountability and diversity to the non-profit. The new directors are: Janet Albahari, Jill Taloumis, Edward Dalton, and David Crocker. We also have the following changes to the Organization since submission of the Phase 1 application: Modified Mission and Vision Statement to fit text box. Revised Financing Model]

Amended articles of organization attached as exhibit 1.7

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

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

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

List of references attached as exhibit 1.9

2. Applicant's Evidence of Business Management Experience

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

List of Executive Management Team attached as exhibit 2.1

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

[Christopher Taloumis (Executive Director) brings a lifetime of business management experience to the table. Chris will apply his experience to the RMD, with the same work ethic and pride he has always operated under, to meet and exceed the highest industry standards.

Chris has an uncanny knack of naturally raising the bar and operating as a "best in class" model, seeing the big picture and getting large projects successfully completed on time and on budget. His skill set is well matched for a venture requiring the level of detail needed to successfully manage the responsibilities and the stewardship of a RMD. Chris has assembled a formidable and passionate RMD management team to ensure success.

Chris will do this with vision, dedication, creativity and a passion to succeed at a level that will set the standard for this industry and exceed the expectations of the patients he serves.

Christopher Taloumis founded Protection Plus Auto in 1985 as a "best in class" automotive restoration business. He has developed it into a well-respected brand within the business community. This business matured into several spin off centers, related to the automotive industry, including his classic, collectable, and luxury auto division which specialized in high quality, low mileage collectables. Chris operates a customer first company, and has become a trusted source in the community.

Chris has over 28 years of professional and entrepreneurial experience, in every aspect of business operations. His business has withstood the test of time in a small, close knit community for 28 years. He also has an extensive background and ties to the nursery industry, as well as construction and real estate experience.

Seth Bock (Director of Operations) a R.I. licensed Doctor of Acupuncture, has owned Newport Acupuncture and Wellness Spa, Inc., an integrative medicine and holistic wellness center for 11 years. Under Dr. Bock, and his staff of therapists, Newport Acupuncture has provided over 50,000 treatment sessions to the Aquidneck Island community. Technically not a non-profit, Newport Acupuncture has never turned a patient away due to financial hardship. The integrity of mission to help people of all walks of life landed Newport Acupuncture and Excellence in Business award from the State Treasurer in 2009.

In 2009, Dr. Bock began the challenging journey of applying for a license to operate one of only three R. I. non-profit Medical Marijuana Compassion Centers. Enlisting a team of highly competent and experienced healthcare experts Dr. Bock built a successful application and, in 2011, after many obstacles, Greenleaf Compassionate Care Center, Inc. was awarded a license. Shortly thereafter, the federal government issued cease and desist letters to esteemed Governor Lincoln Chafee and the three license holders. The Governor, placed the program on indefinite hold. Dr. Bock and a chorus of supporters, including state legislators, began working with the Governor to modify the program to help it move forward. After 15 months of concerted

effort, the Governor signed a bill that allowed safe passage of the program. Greenleaf has been in successful operations and provides exceptional service to over 450 medical marijuana patients.

Prior to commencing his practice Dr. Bock was the Manager of Regulatory Affairs for the Department of Interventional Cardiology at the Brigham and Women's Hospital (BWH). There, he oversaw compliance with FDA regulations for investigational new drugs and devices. He worked with and helped to manage Institutional Review Boards at both the BWH and The Dana-Farber Cancer Institute (DFCI). These experiences provided an opportunity to train The Haven Center management and staff in compliance and skills necessitated in the operation of a RMD. As DOO Seth will train our EMT staff.

Salvatore Consiglio (General Manager) during his tenure with Fruit of the Loom, between the years of 2001 and 2006, Mr. Consiglio was responsible for the company's retail division in Europe. Fruit of the Loom is a multi-national basics apparel manufacturer with worldwide distribution. As Vice President for Fruit of the Loom Europe, he was accountable for the division's P&L (profit and loss) and carried out a cross functional role including Sales & Marketing, Forecasting Volumes and Revenue, and establishing overall pricing structure and gross margin objectives. On the Operations side, Sal worked closely with Manufacturing and Distribution. Under his direction, Europe retail sales grew more than 75% (\$20 million vs. \$35 million) within a five-year span, bringing the division to profitability.

With over 25 years of extensive business experience and strong fiscal discipline, Sal's skills are easily transferable to any business model. His education in healthcare and a solid constitution of integrity will lend themselves toward the success of the proposed registered marijuana dispensary.

Retired Chief James Ehrhart (Director of Compliance and Security) operated and managed a municipal police department charged with the public safety of the residences and visitors for the Town of Brewster for 33 years. As chief of police and Emergency Management Director, Jim managed this department within the appropriations voted by the taxpayers. Under Massachusetts G.L. Chapter 41, Section 97A Jim Earhart was responsible for the hiring, training, and management of all employees hired by the department. In this capacity, Jim was responsible for effective law enforcement, prosecution of all offenders, and providing confident operations for the residence and visitors.

In 1990 Chief Ehrhart received the Municipal employee of the year award from the Massachusetts Municipal Association. As chief of police for 33 years, he was actively involved in many supportive committees in the town and was chairman of many. He chaired the Bikeways Committee, Nickerson State Park Advisory Committee, Street Light Committee, Emergency Planning Committee, Golf Commission, Private Road Committee, and Site Plan Review Committee.

During this employment period, he was instrumental in developing many external programs to supplement the public safety operations. Some of those were a senior citizen daily call in support system, elderly outreach program, youth programs with our young residence, D.A.R.E drug program and SRO officers in our schools, and Citizens police academy, neighborhood watch program, and Officer Friendly Program.

Justin Wharton (Director of Delivery and Facilities) has been a successful business owner for the majority of his adult life, starting with two small remodeling companies in New Jersey. The majority of his experience (25 years) has been founding and building Home Watch, Inc. (incorporated in July 1988). The company has grown annually to the current sales level of 2 million per year. Justin's business model of blending four core divisions (construction, landscaping, painting, and home management) coupled with the networking and contracting of various trades, has proven to be a fun, strong and valuable venture for customers, staff, and his family.

Jill Taloumis (Director of Community Outreach) is a MA licensed RN, with specialties in hemodialysis, surgical orthopedics, and cannabis nursing. She worked for New England Baptist Hospital, a non-profit teaching hospital where she managed training for new R.N.s in her department.

James Barnes (Cultivation Manager) is Farm Manager for Cape Abilities Inc., a non-profit that supports adults living with disabilities across Cape Cod. Since joining Cape Abilities, operations saw a 20% increase in

sales revenue. The predominant crop at Cape Abilities Farm is tomatoes. In 2013 James implemented a chemical-pesticide-free growing program by increasing use of beneficial insects, and changing tomato varieties. These cultural changes led to a near-doubling of yields and the creation of close to 100 jobs we have created in agriculture for adults living with disabilities.

George Malloy (Director Of Finance) has been involved with non-profit creation, operations and follow thru for the last 35 years. Presently, he sits on the Board of directors of Pause A While, Inc. and The Truro Firemen's Relief Association, Inc. as a director and Treasurer. He has organized, created policies and bylaws for at least 15 non-profits in the last 15 months. All of the organization he has created have been awarded 501(C)(3) letters of tax exempt status. In his capacity of a CPA, Mr. Malloy has audited at least 20 organizations within the last 2 years.

Mr. Malloy has provided services to approximately 30 voluntary health & welfare organizations, 50 to 100 corporations, 800 to 1200 individual & limited liability companies and assistance to regional school districts. Mr. Malloy's firm also audits several municipal towns as well as municipal health.

N/A: Barbara Sheehan, Janet Albahari, and Nicholas Hice.]

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.

[Jill Taloumis (Director of Community Outreach) brings an essential skill set to the operation of an RMD. During her tenure as an OR and a dialysis nurse there was no tolerance for mishaps which required continual reiteration through education. Jill found her OR experience extremely rewarding, as she worked with New England Baptist Hospital's orthopedic seasoned staff, who worked together as a team, to train each newcomer. This team approach, where 'it takes a village', worked almost seamlessly in educating staff. In time, Jill was training RNs and applying the team approach she had come to advocate. Her work in hemodialysis has been the specialty that has most prepared her for operating within the RMD specialty. Working in dialysis gave Jill's patients a new lease on life, through administering this life prolonging treatment. In the dialysis unit, Jill was required to work autonomously and assume charge nurse duties, notifying physicians with critical issues, managing staff, patient load, and medicine administration. Dialysis patients come with many pre-existing medical conditions, as will cannabis patients. As in-service Coordinator Jill was responsible for delivering all policies and procedures. She taught patients, and their families, of all ages and backgrounds, educating them about the disease and lifestyle choices. Jill has strong motivational and educational skills, and teaching was the larger percentage of this position. Educating cannabis patients, their families, and caregivers will play a crucial role in the outcome a RMD. Physician patient relationships will need to be closely followed, and physicians will need to be educated and motivated. The cannabis RN will be doing this. There will be constant outreach in the RMD, as there are always new developments and ongoing research in the study of medical cannabis. Jill is continually educating herself in medical cannabis and its applications and will impart this education to her patients, staff, peers, and colleagues.

Sal Consiglio (General Manager) having graduated Long Island University with a Master of Science degree in Work Physiology, specializing in cardiac rehabilitation, Sal initiated his work in this profession in 1983/84 by serving nine months as student intern at Goldwater Memorial hospital where learned many crucial skills. Later in 1984, he accepted a position with AMFIT (American Fitness Institute) located in Greenwich, CT as their Fitness Director. During his employment there he organized and set protocols for AMFIT's first "Stage 4" cardiac rehab program in conjunction with Greenwich Hospital. Additionally, Sal assisted in the development of Cooperate Health Programs for local companies interested in benefiting their employees through diet and exercise that included designing and implementing health centers within the corporation's facilities.

Dr. Bock (Director Of Operations) has provided healthcare services dating back to college when he volunteered to assist a severely disabled student. Dr. Bock developed insights into the difficulties disabled people go through every waking moment. He continued assisting disabled people throughout his college years on a volunteer basis. He decided to complete his geology requirements and tackle a second major in premedical biology so he could continue helping people as profession. While working in research ethics at the DFCI he volunteered to be secretary of the Alternative Therapies Task Force. In this role, he was able to work alongside world-renowned physicians in developing ways to integrate natural healing methods into contemporary standards of care. Medical Marijuana, often a taboo topic, was discussed openly in this environment. Dr. Bock became passionate about Chinese herbalism and acupuncture during this period and enrolled in a graduate degree program at the New England School of Acupuncture. Since beginning practice he has specialized in the treatment of complex cases and pain-management, as the two often coincide. Dr. Bock came to the realization that health and wellbeing are lifelong pursuits that require daily attention. He has taught tai-chi for over ten years as a method of helping chronically people to develop life-long self-care tools.

Retired Chief James Ehrhart (Director of Compliance and Security) health care operations involved the department coordination and training of first aid, CPR and defibrillator use for all employees of the department.

Janet Albahari (Director of Drug Prevention) has been a clinical social worker for Gosnold, Inc. since September, 2001. Her specialties are assessing, diagnosing and treating individual adults, couples, and families. Her focus is mental health and addiction disorders. Additional and very significant time is spent in continuing studies and education in specialty areas of trauma, grief, addiction disorders and pain management. Through these models and through her ability to engage quickly and effectively with clients, Ms. Albahari's participation with the marijuana dispensary is a vital and necessary component to its success.

Barbara Sheehan (Director of Patient Care) who rose to the level of Supervisor of Nursing at Jordan Hospital, has demonstrated exceptional communication skills acting as a liaison between departments, doctors, patients, families and other facilities. Her responsibilities include patient advocacy, resource allocation, emergency response, providing appropriate staffing, ensuring competency of staff and coordinating complex issues between departments.

George Malloy (Director Of Finance) has a background in firefighting and was the acting fire chief of the town of Wellfleet Ma. He is EMT certified to provide urgent medical care to injured and sick people. George has responded to a variety of emergencies, including heart attacks, injuries, cardiac problems and childbirth.

Nick Hice (Director of Horticulture) as the cultivation facility operations manager of Denver Relief dispensary and consulting, Nick understands that cultivation is the life blood of a RMD. His ability to constantly yield quality medical cannabis is a sought-after skill. This paired with his ability to communicate with clients makes Nick a trusted advisor at all stages of cultivation facility development, from floor plans to first harvest. Nick brings over 15 years of experience with indoor growing and manages as many as 25 employees at a time, ensuring best practices while maximizing crop production. Nick will be moving to Ma to Traing our cultivation staff.

Christopher Talournis (Executive Director) has witnessed firsthand the benefits that medical cannabis provided for loved ones. Through the help of a caregiver, he was instructed how to educate and safely administer medical cannabis [REDACTED] Chris logged and monitored dosage and time between deliveries of cannabis. His primary focus and goal was in reducing nausea, as well as to increase appetite and allow for the rest needed to halt the wasting effect that he was suffering. The results were not only remarkable, they were safe and nontoxic. The anti-nausea medication was stopped and the quality of life, at the end, was far better because of the medical cannabis .This firsthand experience is what motivates Chris to move into this field with a vigor and passion to do this for others. Chris continues to educate himself on the benefits, policies, and administration of medical cannabis for future patients. Chris has also successfully completed several courses and become certified in Marijuana for Medical Use to help better advise and educate patients in the appropriate use of medical cannabis. N/A: Justin Wharton and James Barnes.]

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.

[Christopher Taloumis (Executive Director) As the owner of a well-established business, for the past 28 years and with a lifetime of business experience, Christopher Taloumis has successfully adapted to the seasonal cash flow changes of the Cape Cod and Barnstable County market area. Chris is responsible for all aspects of his business' cash flow sales projections, staff and a budget of \$520,000 per year. Chris operates a financially sound organization with zero business debt.

Chris has successfully adapted and sustained his business and has withstood the test of time, and has established excellent lines of credit, business and loyal customer relationships within Barnstable County.

The good will Chris has established over the years combined with the full ownership of the business real estate have proven to be of great resale value and net worth.

Chris has a keen eye for efficient operational structure, management, marketing and a strong balance sheet, as well as an understanding of how to retain customers and earn new business in the very seasonal market of Barnstable County.

Sal Consiglio (General Manager) as Vice President of Fruit of the Loom Europe and one of four senior management executives, Sal was responsible for the totality of European sales that exceeded \$110 million, including overseeing its P&L (profit and loss). The business was comprised of the Retail division that generated gross sales of \$35 million and the Imprint Wholesale division which generated top line sales of \$75 million. Daily Functions included establishing and initiating the Sales and Marketing directive with 30 people directly reporting to him and operational roles supporting manufacturing and distribution.

Sal's credentials and financial aptitude will be an asset in assisting the CFO in running daily operations of the proposed registered marijuana dispensary.

Justin Wharton (Director of Delivery and Facilities) Justin has been self-employed for the majority of his adult life, starting with a two small remodeling companies in New Jersey, one with a partner. The majority of his experience (25 years) has been founding and building Home Watch, Inc. (incorporated in July 1988). The company has grown annually to the current sales level of 2 million per year. Justin's business model of blending four core divisions (construction, landscaping, painting, and home management) coupled with the networking and contracting of various trades, has proven to be a fun, strong and valuable venture for customers, staff, and his family.

Justin's role in running his business has been like that of a conductor. On a daily basis, he interacts with staff (18- 20 individuals) in many more areas than just business related activities. He is a counselor, confidant, and advisor, all of which are crucial in the successful running of a cohesive team. Justin also oversees the ebb and flow of the finances, works with and directs the interaction of various subcontractors, spearheads the construction division and consults in the others. Interacting with his clients to whatever degree they require ensures the quality service that makes Home Watch a successful business. The most important component of Justin's personality and how it has resulted in a thriving business is his enjoyment of helping people. He builds long-term relationships based on integrity and trust, which is critical in ANY endeavor. This is the primary reason that, for Justin, helping run an RMD will be hugely gratifying personally, and his life experience will help The Haven Center be a success and an asset to the community.

Justin's experience can benefit the Haven Center by his ability to make sure the facility is run effectively. He is a stickler for detail and organization, cleanliness, and efficient operations; as well as team building and developing a strong delivery model. With many years' experience integrating "Street Sync", a comprehensive routing software with the client database, Justin can insure an efficient, effective, and comprehensive delivery model for those who physically cannot come to the Haven Center.

Dr. Bock (Director of Operations) has successfully run Newport Acupuncture for the past 11 years. In that time, Newport Acupuncture has maintained positive cash flow and provided over one million in patient services, while maintaining a commitment to not refuse provision of services due to financial hardship. While people's ability to spend on out-of-pocket healthcare was reduced do to the economic contraction of 2008, Dr. Bock expanded and moved his practice successfully. His operation now has a yearly budget of \$350,000. Greenleaf has also proven successful. Its monthly operating budget of approximately \$80,000 has been exceeded by sales 7 months ahead of schedule.

Retired Chief James Ehrhart (Director of Compliance and Security) In James Ehrhart's final year of employment, he managed a budget of approximately \$ 1.6 million employing 26 full and part-time employees.

George Malloy (Director of Finance) is a senior partner in a large and highly successful accounting and advisory company, MLBCPA, Inc., which specializes in municipal and non-profit auditing and assurance accounting. They run three centers in Brewster, Norwell and Natick with a total yearly operating budget of 4 million. George was also Deputy and Acting Fire Chief in the town of Wellfleet.

James Barns (Cultivation Manager) has had budget management responsibilities since 2002 with three separate companies: Mahoney's Garden Centers (approx. 2,000,000 budget), Maffei Landscape Contractors Inc. (approx. \$300,000 budget), and currently with Cape Abilities Inc. (approx. \$300,000 budget). In each situation, James was accountable for labor budgets, purchasing budgets, and sales budgets. N/A: Barbara Sheehan, Janet Albahari, Jill Talouis, and Nick Hice.]

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.

[George Malloy (Director of Finance) George has significant experience in taxation and business matters and focuses his efforts largely on providing high level tax planning, business valuation, business planning and personal services to our corporate and big-net worth clients. George's experience includes serving as a trustee, a corporate receiver and as a board member of various organizations.

In addition to his experience with corporate and individual clients, George also has significant experience working with non-profit organizations. Experience includes formation and dissolution, auditing, financial reporting and complex tax matters. Treasurers have hired George to assist them get up to date on complex and time consuming bank reconciliations and to get their debt records up to date. George has implemented reconciliation policies and procedures, cash book systems and reconciliation systems.

Town Accountants have asked george to prepare Schedule A, their CAFR, establish a chart of accounts, analyze ledger accounts, "close the books," and to prepare financial reports for the Town and third-parties. George has been responsible for all aspects of financial reporting through certification of free cash and the municipal audit and has been responsible for putting together municipal budgets, completing tax rate recaps, prop. 2 ½ levy limit calculations, among other budgetary engagements.

Sal Consiglio (General Manager) Sal's promotion to Vice President of Fruit of the Loom Europe was, in part, to assist in the restructuring of the company's retail business unit, which had been failing and unprofitable for 3 prior years to his appointment. The immediate action steps he took were to reduce costs by setting a planned approach to shirk head count and consolidate sales offices throughout continental Europe. Simultaneously, he took corrective action on reducing the number of SKU's (stock keeping units or product) the company offered; especially product that had a low turnover rate and posed an inventory risk, in effect reducing the company's overall carrying costs of inventory. While reducing costs had an immediate effect to the bottom line, growing sales was equally important for the sustainability of the business. Thus, Sal turned his emphasis to refocus the European retail division to Fruit of the Loom's core competency in the US, which was servicing mass-market retailers with basic high turnover apparel at an exceptional value. This very large undertaking involved changing retail channels of distribution, as well as a large portion of the product mix and the redesign of packaging. His direct efforts and plan lead to very dramatic results.

Within the first year, Sal reduced the overhead by 20% while maintaining gross sales at \$20 million. His margins grew by nearly double digits by way of increasing turnover of inventory and leveraging manufacturing efficiencies. By the third year of the restructuring, profitability was achieved while sales had grown to \$27 million and costs continued to drop. European retail sales peeked by the end of 2005 reaching \$35 million, an increase of 75% to the top line and a staggering 140% increase in revenues.

In summary, Mr. Consiglio was instrumental in restructuring the retail division of Fruit of the Loom Europe and restoring profitability within a three-year period. The Retail division eventually grew to 32% of the overall Fruit of the loom European business and contributed nearly 40% to the bottom line.

With the reauthorization to proceed with operations of Greenleaf, by Governor Chafee, Dr. Bock and his CFO, Richard Radebach had to undertake an operational review to show the Rhode Island Department of Health that we were prepared to move forward financially after the program was placed on indefinite hold. During this period of time Greenleaf relinquished its lease in order to retain finances. When the program was allowed to move forward Greenleaf now had to locate an appropriate facility. Greenleaf was informed that it must relocate within the same town it originally proposed. Given several zoning restrictions Greenleaf could only locate one suitable building and this building was for sale, not for lease. In order to purchase the building Greenleaf had to re-organize its priorities and seek additional funding. Under Dr. Bock's leadership, Greenleaf was able to convince Pawtucket Credit Union to provide a real-estate loan which was essential to formulating a feasible budget. This corrective action has turned out to be a successful endeavor as Greenleaf has surpassed its original financial projections.

Christopher Taloumis (Executive Director) In the early years of his business, due to the seasonal nature of Barnstable County's tourist industry, Chris needed to find ways to increase profitability to survive the long, dormant winter months as his cash flow dropped 90%. To help grow the profit margins and stay in business in this lean environment, Chris had to quickly develop a plan of action to keep the doors open.

He began implementation of complementary service related spinoff revenue centers that not only provided a convenient benefit, at a discounted cost, to his customers, it also increased cash flow dramatically. Allowing him to almost triple the company's previous year's profit in the short six month window before the season ended.

Chris then expanded and grew the classic, luxury sales division that surpassed the restoration business by a net revenue of more than 53%. Those two actions alone enabled him to build a model that offered his customers a one stop experience, allowing him to generate the required revenue and comfortably sustain business, and keep his staff employed throughout the winter months, with enough reserve capital to grow from a position of strength. Since then, Chris has never had to undergo any corrective action in the 25 years

that followed, aside from the annual inventory and labor adjustments that are required as the season begins and ends. As a result, Chris has a very strong skill set in cash flow management and budgeting.

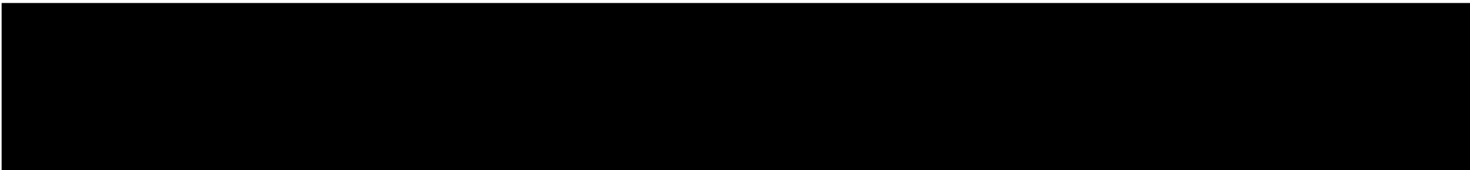
Retired Chief James Ehrhart (Director of Compliance and Security) James Ehrhart as Chief of the Brewster police department, was provided a fixed budget a year ahead of the actual expenditure of appropriated funds. During every year, there was a continual process of review to manage expenditures depending on the level of activity. For example, the overtime account would need continual review and adjustment of assignments to make sure that the operations would fall within the budgeted amount at the end of the year. This would be an ongoing process especially critical in the third and fourth quarter of the fiscal year. This same process would happen in other areas, like cruiser operational expense or building operational expense. With very few exceptions, as a manager Jim Ehrhart would have to live within the appropriated amount on a yearly basis, thus taking corrective measures on a continual basis throughout the year.


Justin Wharton (Director of Delivery and Facilities) Running a business is a constant flow of management decisions, weighing risk and reward for optimal results. During Home Watch's 25 years of operation, Justin has had many opportunities to learn, change, and grow. For example, his business has been an acquisition target three times over the last few years. Each process has allowed Justin to interact with some great minds and terrific business people. Through their vetting process, he was able to see ways of improving; ranging from altering (simplifying) his accounting practices to division organization and management. The most important result has been creating a company culture with a staff who collectively learns from their mistakes and incorporates the idea of one person, division or group benefiting the whole.

James Barns (Cultivation Manager) as general manager for Mahoney's Garden Center between the years of 2003 - 2007, James oversaw an approx. 80% sales increase and near 100% net profit increase at the Osterville, MA store. In reviewing the profit and loss statement for 2002, it was clear that three things needed to happen in 2003 for the Osterville retail location to be viable: labor needed to drop to 12% of sales, a 50% profit margin was needed on goods sold, and sales revenue needed to increase 20%. In 2003, James trimmed labor to appropriate levels and brought in a new flower vendor that would allowed them to increase profit margins on their best-selling items, while maintaining prices at 2002 levels. In an overall down sales year for the Mahoney's Garden Center company, the Mahoney's Osterville store, under his leadership increased sales approximately 30% in 2003. During his tenure at Mahoney's, the Osterville store had gone from 1.2 million in sales with less than \$100,000 in net profit in 2003, to over 2 million in sales with a net profit of over \$200,000 in 2006. N/A Barbara, Janet, Jill, Nick.]

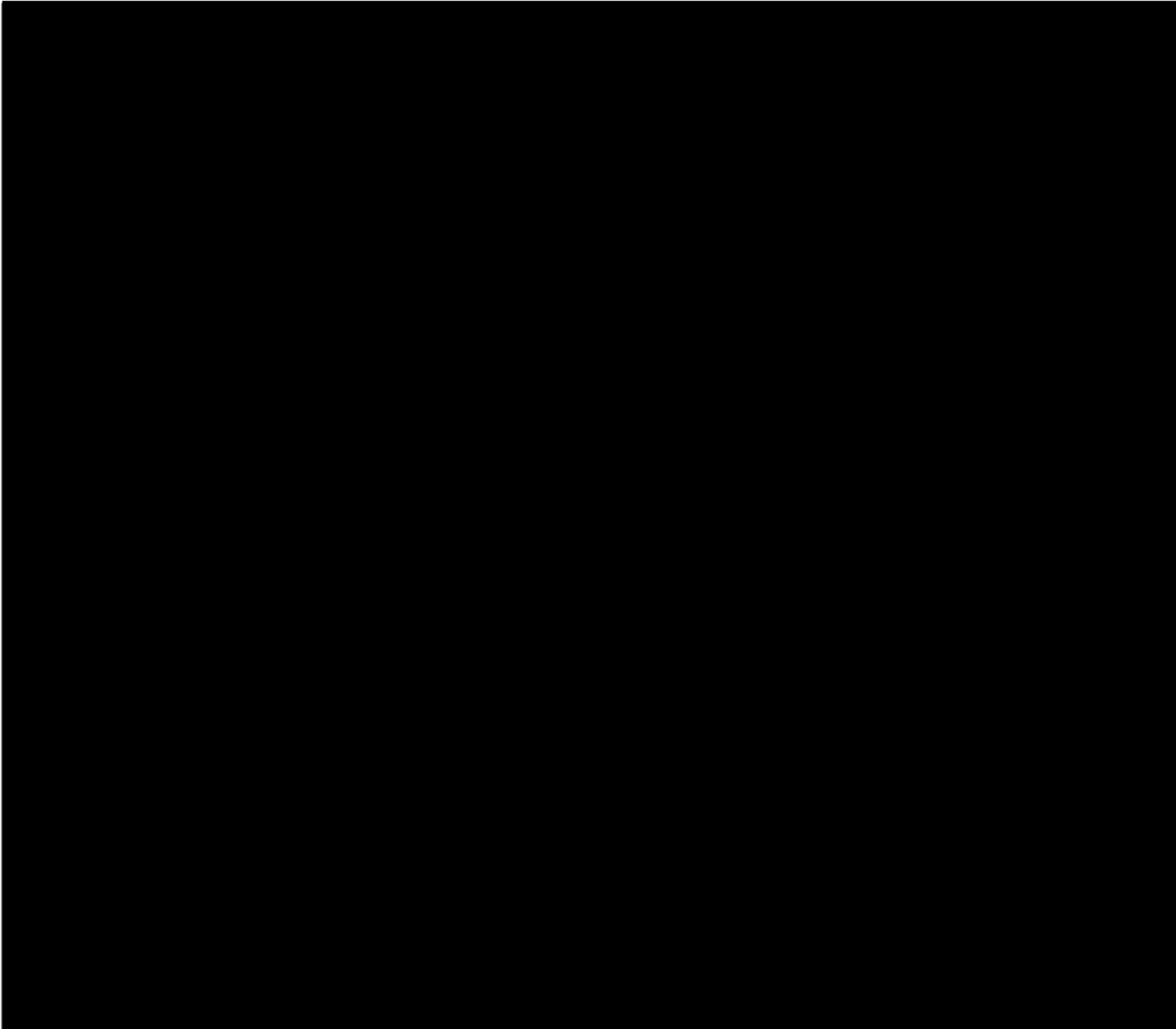
3. Applicant's Evidence of Suitability

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



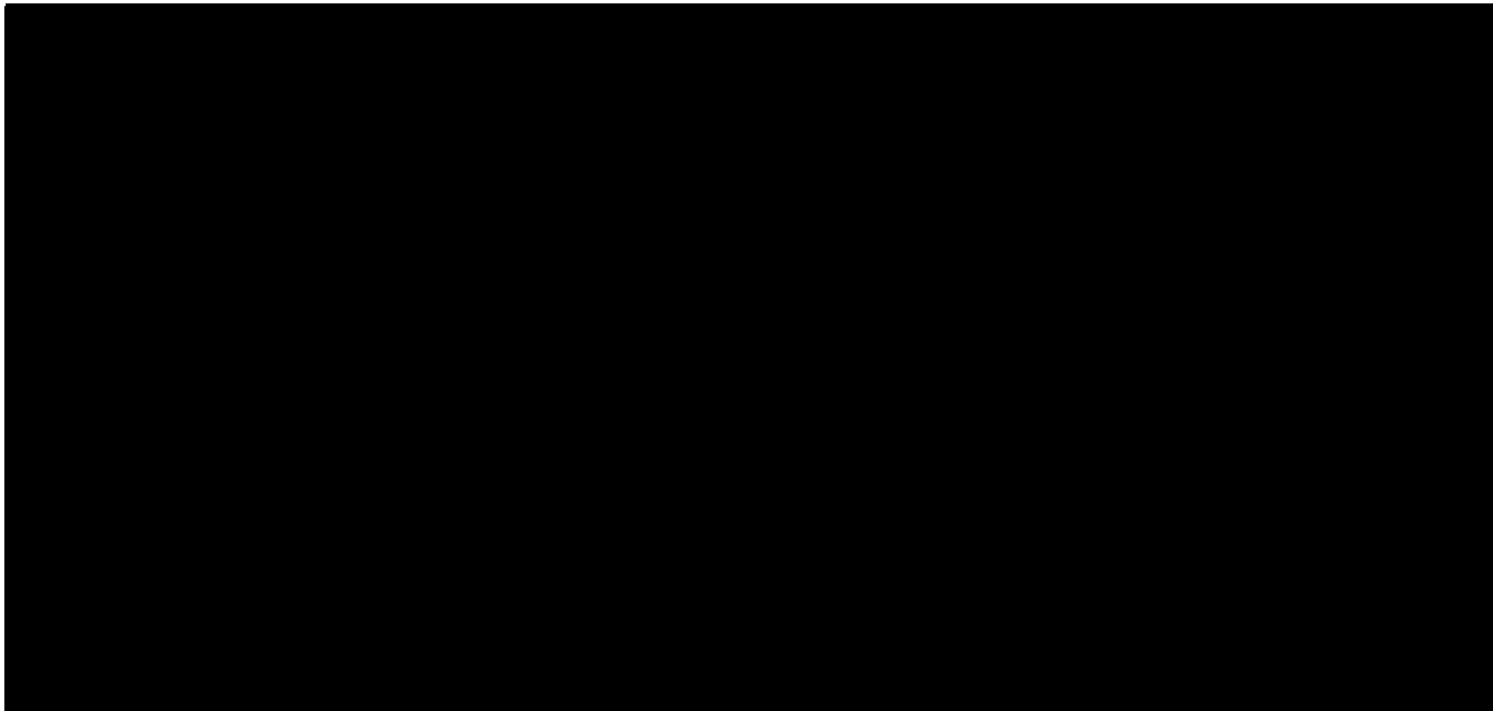


3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board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

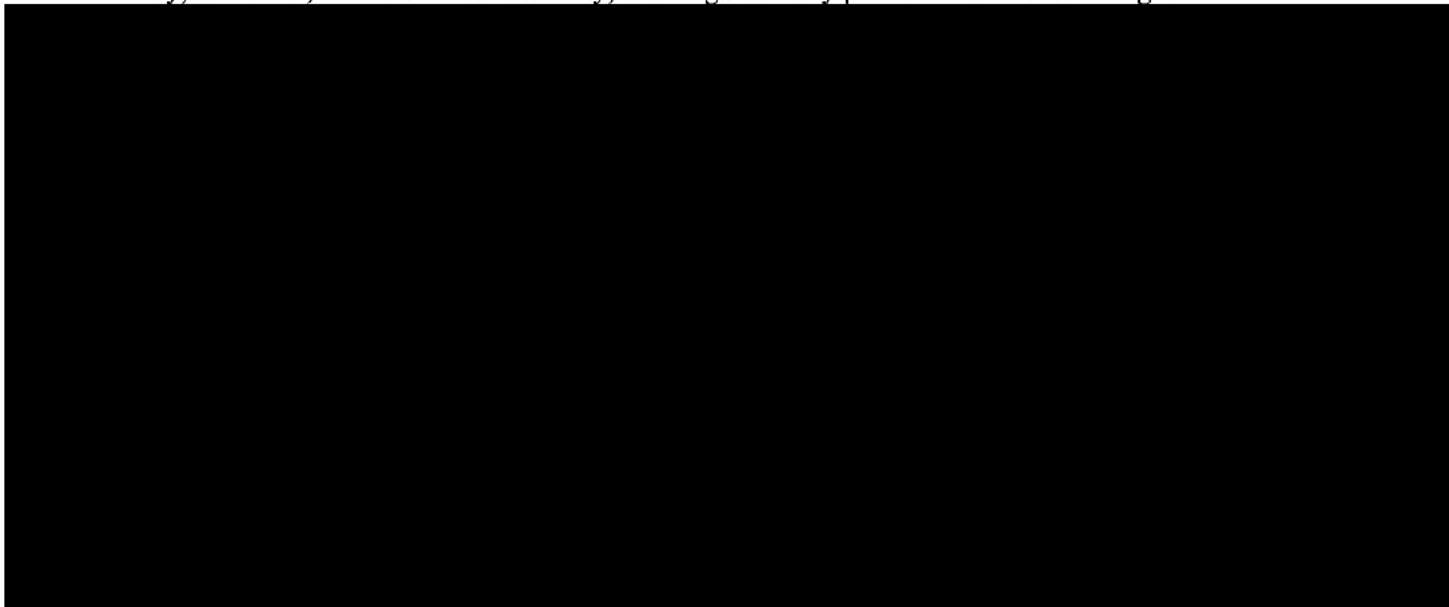


3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but not limited to actions related to fraudulent billing practices and any attempt to obtain a registration, license, or approval to operate a business by

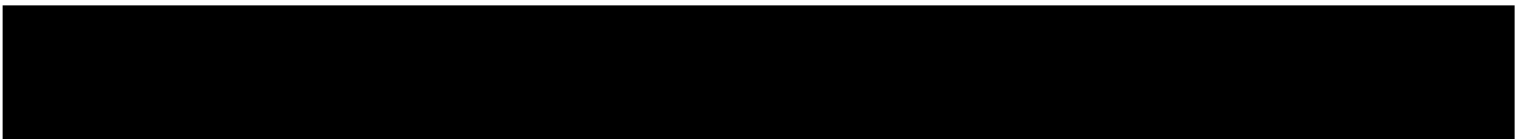
fraud, misrepresentation, or submission of false information. If no history of such civil or administrative action, indicate N/A.

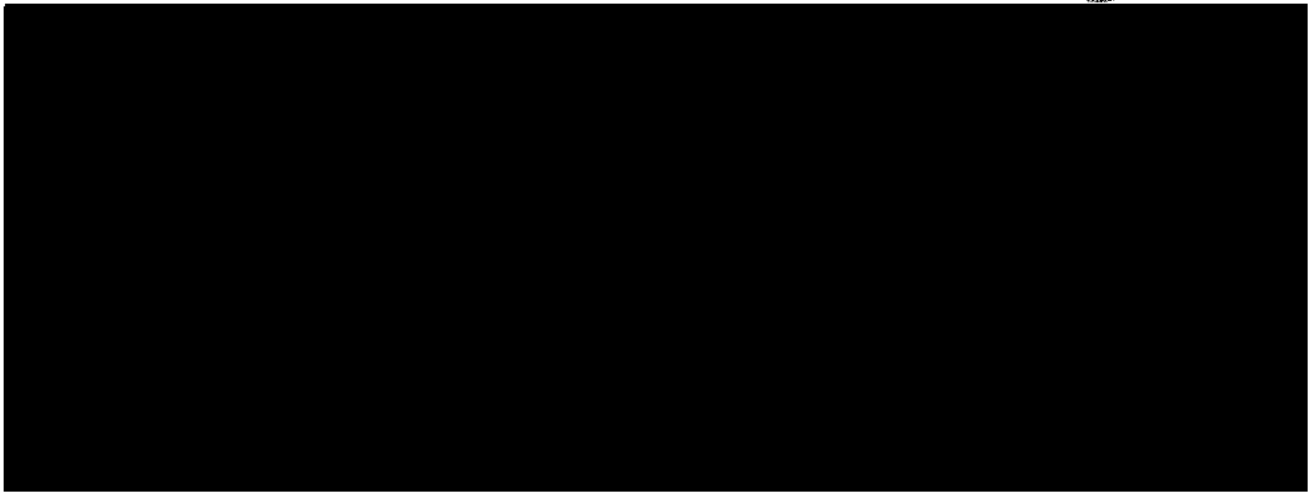


3.4 Indicate and describe whether any member of the **Executive Management Team or Board of Directors, including Board Officers**, has been the subject of any past discipline, or a pending disciplinary action or unresolved complaint, by the Commonwealth, or a like action or complaint by another state,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



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





4. Applicant's Evidence of Financial Condition

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

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

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

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

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

[The three founders of JCS HOLDINGS INC /The Haven Center (Justin Wharton, Christopher Taloumis and Sal Consiglio) make up part of the executive management team and board that will collectively oversee the proposed RMD with a focus on structuring an efficient and productive operation for producing a quality product and to insure maximum support and distribution of funds into the community and patients under their non-profit mission and objectives.

In keeping with their mission and to insure a strong foundation, lower fixed costs and an efficient bottom line operation, the founders own a commercially zoned property that will be well suited for the RMD facility in South Dennis. The facilities will be leased to The Haven Center at a cost of \$6500/mo, a price that is significantly lower than market value and over 50% less than other properties zoned for Medical Marijuana in the area. Representing a cost saving to the Non-profit of nearly \$2,000,000 over the term of the lease.

Furthermore, the founders pledge to take no pay more than twice the lowest paid full-time employee in the first year of the start-up, if any pay at all. Additionally, interest payments due for monies loaned to The Haven Center by the principles will be waived the first year, then subsequently capped at 7% for years two through six. In summary, the founders are committed to taking all of the necessary steps to safeguard the stability of the organization quickly and efficiently.

The Haven Center Building is 9,800 sq. ft. facility that will have most existing mechanicals (plumbing HVAC and electric) in place for dispensary, cultivation and manufacturing operation demands. Build out will begin immediately upon licensure of The Haven Center by the Massachusetts Department of Public Health and receipt of construction permit. The facility is owned by an associated entity, providing financial flexibility and stability to the non-profit RMD. The dispensary will be located in the same facility but securely cordoned off from the cultivation and manufacturing operations.

The capital budget for the project is broken down into three categories: planning and development, build-out costs, and equipment costs. Working capital requirements are not included in these estimates, but are found the Exhibit 4.4 and the year one budget.

Planning and Development:

Planning and development costs are classified based on the capital expenses budget exhibit provided by DPH. CPC estimates the total budget for planning and development to be \$4,440. The landlord will provide for improvements needed by the RMD. All design and construction costs are the responsibility of the landlord. A Phase 1 Environmental Site Assessment will be completed for the facility and is budgeted at \$2,500. The Haven Center will engage a third-party security advisor to review security plans developed by our primary security provider. This cost is budgeted at \$1,500. A small contingency line item of \$440 is included in the planning and development category of capital costs.

Build-Out Costs:

Build-out costs for the facility are budgeted at \$44,880. Upon licensing, the landlord will provide built-out facilities per The Haven Center's specifications. The Haven Center has an option to finish an additional 10,000 sq. ft. Expansion is planned for the third year based on projected patient need/demand for Barnstable County. The dispensary, cultivation and production mechanicals will exist and provided by the landlord. The security system cost is estimated at \$40,800 based on a per camera cost of \$1,000. Electronic access security doors are estimated at \$1,500 each. The DVR and other security equipment is incorporated into security budget. A 10% contingency budget has been allocated to the build-out cost category for a total of \$4,080.

Equipment Costs:

Costs for cultivation equipment comprise the majority of the total equipment budget of \$239,775. \$187,275 is allocated for cultivation equipment purchases including environmental controllers, bulbs, ballasts, tables, flood trays and other major equipment purchases. The Haven Center will utilize two delivery vehicles in the first year of operations which will be leased to the RMD. The \$8,000 vehicle budget includes vehicle vaults storage and GPS tracking equipment installation. A \$26,500 furniture and fixtures budget is projected for the build-out. Dispensary furniture, displays and safe storage are estimated to be \$9,500. The remaining \$17,000 is allocated to vault storage and minor furniture purchases (primarily shelving and storage cabinets) for the cultivation and manufacturing operation with 90% of the budget directed toward vault storage. Extraction and manufacturing equipment will total \$10,000 for a extraction unit.

The total capital build out budget as detailed on Exhibit 4.3 is projected to total \$289,055 including contingency amounts. Our projections were informed by Denver Relief Consulting. The nationally known firm features associates who have owned and operated several different types of medical marijuana operations. Their operating experience of over four years in Colorado gives them sufficient knowledge to create a reasonable and

executable capital plan for The Haven Center project. Further Seth Bock CEO of Greenleaf Compassion Center located in Portsmouth RI has also provided first hand input on this plan and will be working closely with Denver relief and The Haven Center to train and help with ramp up. Recruiting this level of help from high quality experienced dispensary operators will ensure the success of the Haven Center. However, as is true in any project, unforeseen expenses may not be covered by the contingency budget. Sufficient capital is available to The Haven Center from our BOD and EMT members should a cost overrun occur.]

Capital expenses attached as exhibit 4.3

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

[The projected year-one budget for The Haven Center provides projections for the budget period beginning September 2014 and ending August 2015. The period is calculated beginning when the RMD begins servicing registered patients. The pre-development costs from notice of approval to the start of operations are consolidated into one line item detailed below. Operations are expected to begin in May 2014 pending provisional inspection and authorization from DPH. Dispensing operations are expected to begin September 2014.

We anticipate the total number of patients in Barnstable to reach 4,704 patients at maturity in year 3 based on a report generated by an independent research firm, BBC Research & Consulting. Based on the population of Barnstable we determined that the area could be served by one RMD for budgeting and planning purposes.

Our leased space is sufficient to meet our projected demand in year one and year two and we anticipate an expansion beginning in year 2. The facility's partitioned design allows us to increase or decrease production with ease. Based on our projections utilizing BBC data and adoption rates from Colorado and Arizona, we estimate our patient demand to reach 1,594 oz. (99 Lbs.) per month for a total of a year-end total of patients of 1,464. We set production targets to 2,031 oz. per month (127 Lbs.) in order to meet any over-anticipated demand, visiting patients, or crop damage. We believe the ramp-up period will see double-digit increases each month to reach 100% at the end of the eight-month period of dispensing operations. The Haven Center has engaged the services of expert cultivation consultants to ensure a successful ramp-up of our cultivation operations.

We combined all raw material and infused products sales to total \$3.9M in the first year of operations. Revenues are calculated net of \$635,172 in patient hardship discounts which are accounted for as a deduction from gross revenue for accounting purposes. Vaporizer sales are estimated to total \$756,656 during the period and to grow rapidly in the coming years. A small revenue stream of \$6,248 is anticipated from our delivery program.

The Haven Center is led by the executive director and each functional area has a manager responsible for the operation of the department. The payroll budget for the year one period totals \$727,062. The fringe rate line item includes taxes and insurance. A licensing and training budget of \$2,000 per year is also factored into the fringe rate.

The largest expense line item in the other expense category includes supplies for cultivation operations, manufacturing operations, and child resistant packaging at \$201,343; \$34,274; and \$122,814 respectively.

Laboratory testing is a large expense line item of \$126,146 estimated based on fees for a complete cannabinoid profiles and residual pesticide screenings at \$250 per sample analysis (average cost in other medical marijuana states). b we ultimately contract with and DPH sampling guidance, this line item may vary greatly.

The office expense item includes regular office supplies, retail scale and alarm permit licensing fees, meals, travel, postage and software licensing fees. The inventory control software and point of sale system are subject to monthly fees budgeted around \$1,500 per month for solutions for all three functional areas: manufacturing, cultivation and dispensing. A delivery logistics service for route planning and vehicle GPS tracking system monthly fee is also included in this line item. And on-line batch production record software for the manufacturing operations.

The utilities expense is largely attributable to the electric cost at the cultivation facility estimated to be \$5,824 per month. Our cultivation methodologies prevent high water usage.

Insurance coverage will include general liability, property-casualty, product liability, and errors and omissions policies. Auto insurance will also be carried. We will bond all employees who transport medical marijuana products or handle cash on a regular basis. Insurance deposits of 25% of the estimated premiums are factored in the pre-development costs line item.

The annual rent expense for the facility is \$78,000 and includes options for expansion. Facilities maintenance is based on \$1.60 per square foot and includes a laundry and uniform service for the cultivation and manufacturing dispensary agents to ensure sterile cultivation and manufacturing facilities totaling \$25,180 for the period.

Security cameras at both facilities will be monitored by an off-site security provider providing video verification of any alarm events. This \$25,500 expense for the period also includes off-site storage of surveillance recordings and the required back-up alarm system. Employees working the facility will be provided with monitored personal panic alarms.

PIN debit transactions are common in the industry and we have budgeted the transaction fee based on 35% of sales being transacted with a debit card. Monthly operating account fees and debit transaction fees are projected to total \$40,693 for this period.

Business personal property tax is estimated to be approximately 3.9% on the purchase value of equipment assessed annually.

The patient education and outreach budget of \$13,500 covers six months of patient educational programs. The line item also includes the on demand interpreter service we will utilize in the dispensary operation and to translate educational materials.

The RMD will operate with non-profit governance, but be treated as a for-profit entity for tax purposes. Additional complexity lies in the special tax provisions for businesses operating in the medical marijuana field. We project accounting fees to total \$20,148 annually. Legal services are budgeted at \$10,000 in year one. An additional \$10,000 for legal is dedicated in the license fee line item.]

Year-one operating budget attached as exhibit 4.4

4.5 Provide a detailed summary of a three-year business plan for the proposed RMD, including strategic planning assumptions, utilization projections, growth projections, and projected revenue and expenses. Note that the complete business plan will be reviewed as a component of the provisional inspection process. Include projected revenue and expenses as an attachment.

[Strategic Planning Assumptions: Patient Population

The Haven Center has projected patient populations, patient utilization, growth, and revenue and expenses based on estimates provided from industry research and advice from our consultants who have operated in several medical marijuana states. Benchmarking for the industry does not yet exist making the estimating process difficult. As a result, we have developed a financing and operating model that can be adjusted to meet the demand that actually materializes. We have secured a lease of a 9,800 sq. ft. stand-alone facility expandable to 20,000 sf for manufacturing, cultivation and dispensing operations.

We based the scale of our operations estimating that we would serve approximately 25% of the patient population in the county. We do not factor the impact of visiting patients, pull from other counties, or the quality of our products as our estimates are based on limited available data, but we set product targets 39% above estimated demand as an operating contingency.

Our projections center around patient population estimates provided by BBC Research and Consulting. BBC is an independent firm that provides analysis of emerging markets and public sector issues. BBC has provided methodology and reports estimating patient populations in Connecticut, Washington and Massachusetts. From the report:

BBC estimated the number of potential medical marijuana patients in Massachusetts based on the prevalence of the qualifying conditions in the state's population and capture rates calculated using data from a regulated, mature medical marijuana state. Based on available data and reasonable assumptions, we estimated that initially 145,120 Massachusetts residents will potentially seek medical marijuana licensure, and this number may range from 140,560 to 151,440.

While BBC estimates the total patient population at maturity, they do not provide an estimate for the growth rate to reach that ultimate patient base. While Colorado adoption rates may be applicable to the Massachusetts population, the ramp-up in Colorado of 90% the first year of dispensary operations was extraordinarily rapid as they had an unregulated dispensary system with no restraints on advertising or regulations surrounding sales prior to that reporting period. Arizona may be a more applicable model when estimating the growth of registered patients. Arizona saw 17.6% of their estimated population register in the first year of the program. Growth slowed in year 2 and 3 and is currently 26%. However, the roll out of the dispensary system in Arizona has been problematic and patient access has suffered.

Our evaluation of these different models, combined with the insight of our consultants has informed our projections. Based on our estimates, we have designed our model on a registration growth rate of 25% in Y1, 50% in Y2, and 100% in Y3. We have also based our growth and demand model on the assumption that one RMD will be licensed for operation in Barnstable County based on its population related to the overall Massachusetts population. We assume a 100% capture rate for The Haven Center based on the number of patients assumed to reside in the county. We also estimate a small amount of pull from the Islands and Plymouth adding another 1,200 patients to our projected base.

Utilization Estimates:

Utilization estimates vary wildly based on the source of the estimate. Given the similar nature of the Colorado and Massachusetts structure, we have adopted the utilization rate offered by our Colorado consultants

who have operated multiple facilities in different areas of the state. We have projected that patients will utilize 1.0 gram of raw material per day for a monthly total of 1.1 ounces or 13 ounces per year.

Based on advice from our consultants, we understand the demand for manufactured products including ready-to-use vaporizer cartridges, sublingual products, and topicals is growing rapidly. They report the ratio of raw material to infused product sales has changed from 95:5 to 50:50 over the course of four years. Based on this information we assume all infused product sales to be additional to this 1 gram per day average. We will process all available plant material from processing operations in our manufacturing operations and assume that 100% will be sold.

Growth Estimates and Revenue and Expenses:

In Y1 we will begin operations in a 6,800 sq. ft. cultivation area. We have modeled an expansion to increase production capacity 50% in the third operating period. A continual analysis of the operating results will determine the necessity of that expansion.

Revenues and expenses are directly correlated to production and demand. We estimate a 30 day inventory turn with an additional 30 days in process at all times. Our projections are supply based rather than sales based. We assume that all marijuana will be sold as raw material or processed into infused products attempting to take advantage of all saleable products and generating as little waste as possible. The harvest schedules will be set to efficiently utilize our human resources and maintain a dedicated processing crew that is working harvest or processing operations on a regular basis. Given the large expense associated with licensing and training new dispensary agents we will attempt keep turnover low and to incorporate lean manufacturing principles that do not sacrifice safety or quality whenever possible.

All revenues are based on an average gram price of \$12.00. Medical marijuana has shown dramatic price variability in all regulated markets. The average gram price in Colorado for marijuana grown indoors is around \$8.50 while in California (without state regulation) indoor marijuana is priced closer to \$12.50 per gram. We established Y1 pricing for marijuana and infused products on \$12.50 per gram. As our revenues grow and the RMD reaches stability reserving sufficient funds for expansion and debt service we will review prices and determine the appropriate scheme.

Allocation of Net Increase in Assets:

The annual budget for The Haven Center will be approved by the Board of Directors along with a strategic five-year plan adjusted for prior year operations. The operating budget shall set the priorities of the non-profit and authorize distributions. Informal quarterly reviews will be performed by a non-profit accounting firm selected by the Board. And a year-end audit will require an opinion of the firm.

As a non-profit that expects to be in the unique position of earning significant revenues, we have determined that any resulting net increases (after taxes and nine months of operating reserves and one year of capital budget reserves are met) will be distributed in the following manner, 15% to increase pay and benefits to employees, 25% to increase the funding of the patient hardship program and expand the delivery program, and 60% to direct giving for community non-profits and medical marijuana research as outlined in our community benefits plan (5.7).

Any available net increase in assets is subject to federal income tax as the non-profit is treated as a corporation for tax purposes. Additionally, operators in this field are subject to much higher than typical corporate tax rates due to an IRS provision that does not allow a large portion of administrative and overhead expenses to be deducted. The totals reported on Exhibit 4.5 are estimated net increases before taxes and amortization. We are utilizing a 45% tax rate in our projections. Applying this tax rate cuts the stated projected

increases almost in half. However, if the Massachusetts patient population reaches BBC's projected total and we continue to expand into our available space, our fund balance should allow us to create a very robust and exciting giving program to benefit patients and the Commonwealth.]

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).

[Upon a grant of a license from the DPH, The Haven Center will obtain and maintain a general liability insurance policy with coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for our liability policy will be no higher than \$5,000 per occurrence. We have a LOI with Cannasure for placement services. We will seek only an A.M. Best A or A+ rated carrier for placement of coverage's. Currently, Lloyd's, Atain, and Scottsdale are writing policies for medical marijuana businesses.

We will definitively carry directors and officers, automobile coverage, and property and casualty coverage's, as well as, business interruption. We will bond our staff that transports cash or medical marijuana. Replacement cost will be used to value all property ensuring a full recovery in the case of a catastrophic event. And business interruption coverage will allow us to continue paying employees, vendors, taxes, and fees during reconstruction if necessary. It also provides capital for an emergency purchase from another RMD if applicable to the situation. Additionally, we will consider the additional following coverage's based on availability and a cost-benefit analysis:

Liability Coverage's:

- Additional General Liability limits
- Product Liability
- Pharmacy Management Liability (Errors & Omissions)
- Directors and Officers / Employment Practice Liability
- Liability Umbrella
- Hired and non-owned auto
- Personal & Advertising Injury
- Medical Injury

Property Coverage's:

- Business Personal Property
- Business Income/Extra Expense
- Stock/Inventory Coverage
- Living and Finished Plant Material Coverage (Crop)
- Cargo/Transportation/Inventory in Transit Coverage
- Sewer Water Back Up Coverage
- Equipment Breakdown

The general manager is responsible for ensuring that our company possesses adequate liability insurance at all times. If we are unable to obtain or maintain minimum liability coverage at any time, the general manager will place in escrow at least \$250,000 to be expended for coverage of liabilities; however, it is likely the board of directors will mandate a much higher escrow in that situation. If any amount from the escrow is used, the

account will be replenished within 10 business days of any expenditure. Documentation reporting compliance with insurance requirements will be made available in a form acceptable to the Department if requested. It is our policy to only resort to an insurance escrow if adequate coverage is not available in the marketplace at a reasonable rate.]

5. Location and Physical Structure

- 5.1 Provide the physical address of the proposed RMD dispensary site if a location has been secured. If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event the Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

[The physical address of the proposed dispensary site is 32 American Way, South Dennis, MA 02660.]

Evidence of interest attached as exhibit 5.1

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

[The physical addresss of the proposed cultivation site is 32 American Way, South Dennis, MA 02660.]

Evidence of interest attached as exhibit 5.2

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

[The physical address of the proposed processing site is 32 American Way, South Dennis, MA 02660.]

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.

[The JCS HOLDINGS INC Operating as The Haven Center chooses to locate a dispensary in Dennis because of its central location in Barnstable county, and because the Town of Dennis had enacted its

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.

own zoning ordinance for medical marijuana dispensaries. We feel very strongly that our central location will enhance our robust home delivery plan. Several locations were identified. We chose a site within the medical marijuana zone The Haven Center immediately entered into discussion with the Dennis Town Planner, Dan Fortier, who was encouraging about the chosen location. Once the property had been chosen, The Haven Center met with Dennis Police Chief, Mike Whalen. Chief Whalen discussed ways to make surveillance of the location easy for local law enforcement. He was also very encouraging.

The Haven Center has sought to reach out to aligned providers which serve communities that include patients with debilitating medical conditions. One goal being to educate providers and patients. The first such meeting was with Joe Carleo, Executive Director of AIDs Support Group of Cape Cod. Joe indicated his willingness to work with The Haven Center, if awarded a license.

Shortly thereafter, The Haven Center met with the State Representative from Dennis, Cleon Turner. The Representative shared his thoughts and observations. Representative Turner offered to help in any way possible and wrote a letter of support for the The Haven Center application, saying "I enthusiastically support The Haven Center's proposal for a medical marijuana dispensary in Dennis." (letter available upon request)

In addition to Representative Turner, The Haven Center met with Representative Brian Mannal, of Barnstable. Patients in his district would be well served by a dispensary located in Dennis. Representative Mannal made a number of suggestions and helped arrange for The Haven Center principals to be featured on the Cape's Sunday Journal radio program. Representative Mannal has also written a letter of support saying, "I share the desire to see licensed dispensary operators that best serve the medical needs of patients, work with local law enforcement, and become part of the fabric of our community... I offer my support for the application of "JCS HOLDINGS INC" (letter available upon request).

Christopher Taloumis explained to the representatives his vision to further the Haven centers mission by describing how he intends to share 25% of retained revenue with other non-profit groups in Barnstable County, such as, but not limited to, the AIDs Support Group of Cape Cod, Gosnold of Cape Cod, Elder Services of Cape Cod, Cape Cod Health Care, Lower Cape Outreach, Lower Cape Health Care.

Chris further expanded The Haven Center's plans to fund drug prevention programs in the Dennis school system and expand the program throughout Barnstable County.

Chris spoke about establishing scholarship programs, organizing volunteer beach cleanups, senior home visit, food winter coat and blood drives and developing a dental care program for the less fortunate as well as a sliding scale hardship program for medical marijuana patients in Barnstable County. As a lifelong resident Chris explained that a RMD can be a very positive influence on a community if its stewardship is in the right hands.

Because the staff and board of directors is made up of locals, the Haven Center understands the special needs of the patients and the community better than any other RMD applicants in the county. The Haven Center is best suited to carry out the non-profit vision for the betterment of Barnstable County and the citizens we wish to serve.

Once phase two applicants were announced, The Haven Center prepared and sent letters stating the intention to seek a medical marijuana dispensary license in Dennis to the Dennis Town Administrator,

the Dennis Police Chief, and the Barnstable County Sherriff, as required by DPH regulations. Follow up phone calls were made to each requesting to meet and discuss the The Haven Center proposal. We have had extensive communications regarding the specifics of our security plans. We have satisfied the Dennis Police Department's concerns and Community Services officer Ryan Carr provided a letter that states, "Thank you for your response to our review of your Security Plans. You have acknowledged all of our concerns and will be making adaptations and changes to our satisfaction. It is very encouraging that you are eager to work with local officials to seamlessly integrate into the community in a positive manner."

On October 8th Dan Fortier convened representatives of all relevant Town departments to discuss the project proposal and inform The Haven Center of the many different requirements that would be scrutinized once the proposal went before the Town Planning Board on November 18th. There was considerable discussion of security requirements involving Dan Fortier and representatives from the Police Department. The Haven Center also heard from representatives of the Health Department, and the Environmental Department. Dan Fortier made it clear that he felt the proposal must include a commercial kitchen facility. A commercial kitchen was added to the project.

We recently received an encouraging email from Dan Fortier the Dennis town planner indicating his impression of our project, it reads "I spoke at a medical marijuana meeting today with fellow planners, I used your plans as an example of the level of detail communities should be looking for when reviewing these facilities. So, if you decide to venture off the Cape in the future, everyone will be looking for you to provide them what you provided us. You might also become the standard in other communities for a complete plan.."

The Haven Center has retained J. M. O'Reilly & Associates, Inc., a Cape Cod Engineering, Land Surveying, and Environmental Company, for engineering, architecture, etc., to prepare the proposal for the Special Use and Site Use Permit Applications. The Special Use and Site Use Applications were heard on November 18th by the Dennis Planning Board; both were approved. Please contact Daniel Fortier, at the Dennis Planning Office, for copies of the approval letters.

The Haven Center continued to reach out to aligned providers serving populations with debilitating medical illnesses. The Haven Center met with Bruce Bierhans who recently served on the Board of Outer Cape Health Services. Bierhans agreed to call the Medical Director of Outer Cape Health on behalf of The Haven Center. In addition, The Haven Center interfaced with a trustee on the Board of Cape Cod Hospital. He helped by making a referral that led to the medical staff of Cape Cod Hospital's Davenport Mugar Cancer Center. The Haven Center has also reached out to Gosnold on Cape Cod, a large substance abuse provider. Janet L. Albahari, a lead therapist at Gosnold, sits on the Board of The Haven Center and will help develop our drug prevention and counseling program.

In the meantime, The Haven Center has continued contact with Dennis town officials. The Haven Center met with Dennis Health Department staff, as well as the Health Director, Terrance Hayes. The Director gave his letter of non-opposition which is included.

The Haven Center continued community outreach by contacting Spyro Mitrokostas of the Dennis Chamber of Commerce. The Haven Center also contacted Matt Allen, Director of the Massachusetts Patients Advocacy Alliance, and Robert Collett, of the Cape Cod Regional Tobacco Control Program. Each of these conversations focused on serving the needs of patients, while also maintaining tight control of distribution. All were supportive.

The Haven Center met with Leslie Sheer, Executive Director of Elder Services of Cape Cod & the Islands, and her staff. Discussion centered on the needs of elderly patients and caregivers. Leslie indicated that Elder Services would be happy to work with The Haven Center.

The Haven Center met with the State Senator Dan Wolf, who represents all of Barnstable County. Senator Wolf offered to review The Haven Center's business structure.

Christopher Taloumis and his wife Jill, Director of Community Outreach contacted several members of the community to reassure they will be implementing a good neighbor policy and were met with very favorable response from the majority.

The Haven Center met with Dennis Selectman Wayne Bergeron. Selectman Bergeron indicated his support for hosting a medical marijuana dispensary in Dennis. He indicated his non-opposition to The Haven Center and suggested The Haven Center immediately seek a letter of non-opposition from the Board of Selectmen, as well. A letter of non-opposition from the Board of Selectmen is also included.]

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.

[1) Local Code, Ordinance, Zoning and Bylaw Compliance

We have taken a very proactive role with the town of Dennis in establishing a positive relationship built on transparency and our full commitment to operate in compliance with all pertinent codes, ordinances, zoning requirements and bylaws. We have conversed with the Town Administrator Richard White, the Zoning Officer Dan Fortier, the Police Chief Michael Whalen and members of the Board of Selectmen. All have shown their willingness to work with us to establish plans that meet with the overarching goals and desires of the Town.

Haven will hire only state licensed contractors and will follow all local and State codes.

Local Requirements

a. Zoning

The Town of Dennis has passed a change to the Bylaws to allow for the operation of RMD's in light industrial areas by special permit. Our proposed location is located in a light industrial area and we are prepared to furnish a letter from the Zoning Officer to this effect. We have received approval from the Zoning Board, as of November 18th, 2013 to move forward should we receive a provisional approval from the Department.

b. Building

The building we are leasing will be new and will not require any modifications requiring a building permit. If any modifications do arise we will follow all Town building requirements.

c. Fire and Electrical

We will apply for fire and electrical approval for the fit-out of the grow room, kitchen and processing areas to ensure that all installations meet current codes.

d. Septic

Our septic system will be maintained in full compliance with all local and state requirements and analysis by the Town indicates that the septic system at our proposed location is more than adequate for the operation of an RMD.

e. Additional Requirements

Besides controlling uses of land and buildings, the local zoning bylaws have other requirements regarding signs, lighting, floodplain protection, historic/special districts and parking. Compliance with all requirements will be demonstrated by obtaining a building permit, and, upon completion of construction, a certificate of occupancy. Other matters regulated by local laws include solid waste management, snow & ice, security alarms, and commercial food preparation. Our plans will meet or exceed and maintain compliance with all regulations.

State Requirements

State requirements for the physical address of our RMD appear in 105 CMR 725 (implementation of medical marijuana), 105 CMR 590, the State Sanitary Code for Food Preparation, and 105 CMR 500, Good Manufacturing Practices for Food.

a. Geographic Placement

We have evaluated distances to all facilities where youth congregate in a scheduled manner. Pursuant to 105 CMR 725.110(A)(14), we have determined that we are not within 500 feet of any facility or location where youth commonly congregate in a scheduled manner. We also believe that our location is ideal since it is not an area of high foot-traffic. This will have the immediate impact reducing the curiosity factor and diminish our center as an attractive nuisance for the community.

b. Patient Access

We believe patient access is a highly important aspect of the placement of RMD's. The town of Dennis is situated roughly in the center of Cape Cod or Barnstable County. Therefore, we are central to a large segment of the population. With our Delivery program, which will extend out to the corners of the county, we believe we can service any patient of the Cape. The precise location of the Haven Center is 3 minutes in traveling time from Route 6, the Cape's main highway.

c. Cultivating and Dispensing Marijuana

In cultivating and dispensing marijuana, we will comply entirely with state law and regulations by

- Disclosing all persons having an interest in the premises (100(A)(3)(k)),
- Providing a detailed floor plan (100)(B)(3)(m));
- Conducting all RMD activities at a single location (100(C)(7));
- Successful siting at our the proposed location (100(B)(5)(d));
- Maintaining a convenient location for patients and central location for delivery purposes

(100(B)(5)(d)); and

- Serving the needs of the Commonwealth for community safety, as the steel RMD building lends itself to good security (725.400(E)).

d. Food Code

For food preparation, we know the standards for food production required of commercial kitchens and food production operations, including sanitation and cleanliness, waste disposal, and record-keeping. Our compliance plan includes periodic self-inspections and maintaining an ongoing relationship with the town Board of Health.]

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.

[The medical marijuana industry has been beset with public relations issues for many years. We hold the utmost respect for the Commonwealth for developing what we believe to be the Country's most rigorous act

for the humanitarian use of medical marijuana. We are also very appreciative to the Dennis municipality for assisting us in developing a plan for the appropriate implementation of our dispensary in this community. Finally, it is the patients for whom this program is intended; to establish anything but the most considerate and respectful operation would greatly diminish our ability to provide for the people most in need.

1) Municipality Outreach

It is our intention to involve and inform our local municipality as we progress with establishing and growing our center. We will proactively initiate this dialogue in the following ways:

- We will provide a quarterly informational update to the municipality.
- We will request an opportunity to address the board of selectmen after being awarded a provisional license to inform them of our progress and answer any questions.
- We will inform the municipality well in advance of any significant changes to security protocols, disaster and emergency plans, delivery plans, building and real-estate plans, changes in the Executive Management Team and other essential aspects of our operations.
- We will provide contact numbers for the Executive Management Team and security personnel.
- We will respond in a timely manner to all official requests for information and/or changes to our operations.

2) Healthcare Community Outreach

It is our intention to involve and inform local and regional healthcare institutions and providers in developing best service practices, best educational practices, best informational practices and best drug awareness programs for the safety and enrichment of the community. These activities will include contacting all local health and social service organizations within our region to offer:

- In-service education
- Grand rounds presentations
- One-on-one meetings with physicians and healthcare providers
- Presentations to organizations
- Establishing our medical officer as a direct liaison for providers.
- Direct and electronic informational mailings with opt-out capabilities

3) Resident and Community Outreach

We believe it is important to provide the residents of our community an opportunity to engage us in meaningful communication. After issuance of our provisional license we will host educational forums at the local public library. Our intention is to offer an opportunity for residents to ask questions about the program, to address concerns and determine how we can best address the specific needs of the community. In addition, we anticipate opportunities to support the community in the following ways:

- Direct giving including, food and clothing drives
- Partnering with local grassroots organizations via charitable giving.
- Contributing time to local social service organizations
- Donating to scholarship funds
- Providing event cleanup staffing

4) Patient Outreach

We are committed to providing patients in our region with the most up-to-date information about medical marijuana and program rules and regulations. We will provide outreach to card holders and prospective cardholders through the following outreach programs:

- Web-based forums
- In-house educational materials and counseling
- Public forums for prospective patients
- In-house forums for card holding patients
- Co-operative health and fitness programs with local fitness and nutritional centers
- Coordinating interviews with local media stations to educate the public

- Informational sessions to local support groups

5) Complaint Resolution

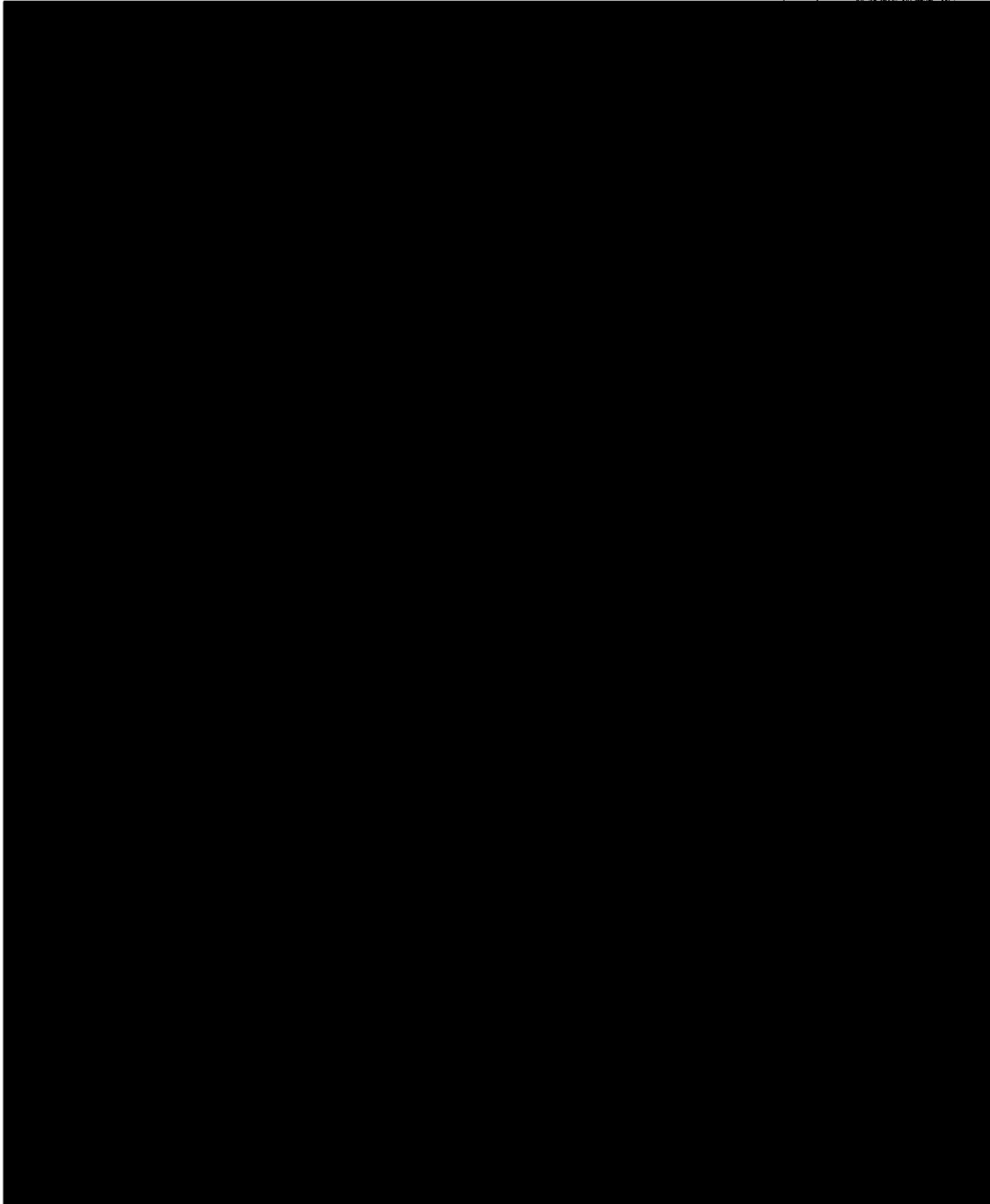
In order to ensure that we are a stakeholder in the wellbeing of the community we will respond to all complaints whether from the municipality, state, patients or residents. Our Chief Compliance Officer, Executive Management Team, Board of Directors and all dispensary personal will all be responsible for properly communicating and resolving complaints in a timely manner. We have established protocols and chains of command for executing proper complaint resolutions across departments.]

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



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





6. Staffing Plan and Development

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

[The Haven Center's Staffing Plan details the processes used to manage our human resources. The Staffing Plan will ensure we have sufficient staff that possesses the correct skills sets and experience to ensure a successful operation. All employees and consultants are assigned to a department for oversight. Department directors oversee personnel assigned to their department. The executive director has oversight responsibility for the general manager, while the board of directors has the responsibility to evaluate the executive director's performance. All employees, contractors, and other types of agents are dispensary agents for the purposes of regulatory compliance and must be registered with DPH.

Reporting structure:

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

Position Description and Full Time Equivalency:

The Haven Center's Executive Director oversees the operation of all RMD departments, managers, and agents. The board of directors delegates responsibility for management and day-to-day operations to the executive director, and s/he has the authority to carry out these responsibilities, in accordance with the direction and policies established.

The general manager Sal Consiglio is responsible for overseeing the operation of all RMD departments, managers, and agents. The board of directors delegates responsibility for management and day-to-day operations to the general manager, and s/he has the authority to carry out these responsibilities, in accordance with the direction and policies established. The general manager also provides necessary means to the board as it carries out its governance functions. [FTE required: 1.0]

The Director of Finance George Malloy is responsible for overseeing the financial accounts and activities of all RMD. The DOF will review financial statements and projections to ensure a financially sound

future for The Haven Center. The DOF will coordinate with department directors to manage and report to the general manager and executive director.

The security and compliance director James Ehrhart is responsible for regulatory compliance, as well as municipal regulations applicable throughout all of our locations and operations; verifies and maintains that software and technology is in place to adequately provide oversight, security, and monitoring in all required areas; monitors compliance systems, policies, and procedures to ensure their effectiveness; files appropriate compliance reports with regulatory agencies; and coordinates with our accountant to collect and file taxes for all of our entities. [FTE required: 0.25]

The operations director Seth Bock is responsible for the startup day to day operations and initial training of The Haven Center's RMD and cultivation facility, agents, patients and caregivers. The operations director reviews The Haven Center's policies and procedures quarterly and suggests changes or updates in the company's standard operating procedures. [FTE required: 1.0]

Our Director of patient care Barbara Sheehan is responsible for planning, development and implementation of the patient education plan developing patient education materials. As well as initial patient intakes and evaluation. [FTE required: 0.5]

The Director of outreach Jill Taloumis will develop and maintain a community presence, directs the efforts of our staff to coordinate our involvement in community and industry events; serves as a community outreach representative to plan and coordinate our involvement in community and industry events and programs. Jill will also help to educate local health care providers about patient recommendation;

The horticulture manager James Barnes is responsible for overseeing and maintaining the efficient operations of The Haven Center's cultivation facility, managing the day to day activities of the cultivation facility, and ensuring the cultivation of quality medical marijuana. The horticulture director will delegate tasks to the cultivation agents and trimmers, and report to the operations director and general manager.

The director of drug prevention Janet Albahari will assist in the development and implementation of The Haven Center's Anti-Diversion Plan. The director of drug prevention will ensure all measures in place to prevent diversion are effective and operating correctly; coordinate with the patient education director and community outreach director to develop support groups serving the greater patient populations. Janet will also develop out local school drug prevention programs

Justin Wharton director of patient delivery using "Streetsync" delivery software will manage the delivery program of The Haven Center and ensure deliveries are made in accordance with all applicable state and local regulations, as well as company policy. The director of patient delivery will maintain a safe and effective operation while ensuring accuracy of patient orders and punctual delivery.

Consultants may be utilized in staff positions only when approved by the board of directors. All consultants who will work on-site at any facility must register with DPH. Consultants may be used for the following reasons: when the staff does not possess the necessary qualifications for necessary operations; where third-party services are desired for separation of duties; if the position does not call for a FTE but requires a specific skill set; during the period a necessary position is vacant; or for any other reason deemed acceptable by the board of directors.]

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.

[The Haven Center's general manager will coordinate with the human resources manager to acquire all staff. The acquisition process may vary depending on the vacant position and any special circumstances. The acquisition process will be managed by the human resources manager and typically involves the following: identification of need; job classification and description; solicitation of the vacant position using internal posting, partner posting, external posting, staffing agency, or search firm; resume review; reference checks; interviews; offer letter to the first choice candidate; criminal background check on the selected candidate (pursuant to 105 CMR 725.100(A)(7)); and to identify any other possible disqualifying items; application to DPH for registration; new hire orientation and training only upon successful registration.

All managers and supervisors must comply with all EEOC guidelines when managing personnel issues. None of our policies or practices discriminate based on, or conflict with, laws regarding discrimination.

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

Qualifications and experience:

- Executive Director, Chris Taloumis With nearly 35 years of professional business experience, Chris Taloumis leverages a background as a business owner and entrepreneur. As a long time businessman on Cape Cod, Chris has forged many ties with community, through generous donations to local charities and positive referrals to other local businesses.
- Operations Director, Seth Bock: Seth Bock is a licensed acupuncture and herbalist. Dr. Bock owns Newport Acupuncture and Wellness Spa, Inc. in Middletown, RI, and is also the CEO of Greenleaf Compassionate Care Center, Inc, one of two licensed non-profit medical marijuana compassion centers in RI.
- Security and Compliance Officer, Jim Ehrhart: Jim graduated from the law enforcement program at Northeastern University in Boston. Jim also studied Law at LaSalle Extension University and was the Police Sergeant for the Town of Orleans, as well as the Chief of Police for the Town of Brewster from 1973-2006.
- General Manager, Sal Consiglio: has been a successful international business executive for over 25 years. He is currently employed with Dennis East International, a local Cape Cod business distributing products to independent and mass-market retailers nationally. As the Director of Sales he oversees a team of some forty people across the U.S.
- Financial Director, George Malloy: owns a highly successful Accounting and Auditing business with three locations in the Cape and Greater Boston area. His background as Fire Chief gives George useful operational and emergency response experience.
- Patient Education Director, Barbara Sheehan: Barbara Sheehan is a licensed RN and specializes in the quality care, assessment, and treatment of oncology and orthopedic patients. She is BLS and ACLS certified and has over 20 years of experience working in hospitals and skilled care facilities.

- Community Outreach Director, Jill Taloumis: Jill began her career as a hemodialysis RN at a Fresenius clinic in Medford, MA, where she cared for and administered dialysis treatments to her patients, assumed charge nurse duties, and educated patients and their families regarding renal disease and therapies. Jill is a member of the ACNA (American Cannabis Nurses Association), where she continues to educate herself on the benefits, policies, and administration of medical cannabis.
- Director of Drug Prevention, Janet Albahari: Janet Albahari, LICSW, is a therapist at Gosnold, Inc, a private non- profit agency in its 41st year of operation. Her background provides fine-tuned expertise in substance abuse and mental health counseling.
- Horticulture Director, Nick Hice: Nick is a nationally renowned expert in cannabis cultivation and has successfully managed numerous cultivation facilities significantly larger our proposed facility.
- Horticulture Manager, James Barnes: James is the Farm Manager for Cape Abilities Inc., a nonprofit with the purpose of supporting individuals living with disabilities. James has a BS from UMASS Amherst, and has additional practical experience with hydroponic food production from his time at Walt Disney World In Orlando, FL.
- Director of Deliveries and Facilities, Justin Wharton: has decades of experience owning a facilities management company as well as complex coordination of teams of workers moving from location to location to accomplish task.
- Patient coordinators will be acquired and are responsible for patient orientation, data, paperwork, and upkeep; maintains accurate records of patient identification and registration documents; manages scheduling patient traffic flow; answers phones and responds to patient and caregiver inquiries; records; and maintains an organized environment and facility appearance. [FTE required: 2.5]
- Dispensary agents will be registered nurses or LPN's and will be acquired to provide superior customer service and educational guidance to registered patients and caregivers; arranges and packages patient orders; records sales in the point of sale system; handles cash, check, and credit card transactions; provides delivery services; and maintains an organized environment and facility appearance. [FTE required: 3.5]
- Cultivation agents will be acquired to assist with the cultivation operation. Cultivation agents are responsible for carrying out the day to day activities of the cultivation facility, including the watering, feeding, and relocation of plants, cleaning and sanitization of work space an equipment, as well as assisting in the operations of harvesting. [FTE required: 1.0]]

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.

[1) Purpose

Haven's long-range objective is the continuous development of a growing and prospering business through which both the employees and the company will benefit. Our success as a company is built on the recognition of the skills and efforts made by each employee. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect. Positions are filled

internally whenever possible and we encourage employees to explore other departments through job shadowing opportunities.

Our employees are held to the highest standards. We operate in a unique environment that demands attention to detail and compliance with all laws and policies. Employees are required to report any suspected diversion immediately. Haven's employees are essential to the culture of safety, quality, and compliance we are dedicated to providing patients and our staff.

2) Personnel Policies

The standard workweek is 40 hours of work. Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked. All overtime work performed by an hourly employee will receive a supervisor's prior authorization.

Each employee's hourly wage or annual salary will be reviewed at least once each year. Increases will be determined by the ability of the company to financially support them; on the basis of performance; adherence to laws; company policies and procedures; and ability to meet or exceed duties per job description and achieve performance goals. We will offer a benefit program for our regular full-time and regular part-time employees.

The Massachusetts State Continuation Coverage (Mini-COBRA) will be applied to employees, their spouse, and dependent children who qualify. We will withhold income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

We encourage all employees to take time for themselves to rejuvenate and rest. Regular breaks from daily work make everyone more productive. We observe the following holidays per year for all employees: New Year's Day, Thanksgiving Day, and Christmas Day.

Employees will be granted time off for medical leave, to serve on a jury or military leave. All regular employees both full-time and part-time will be able to return to their same positions once their health returns or their civic duties have been completed. A copy of the jury duty summons and all other associated paperwork are required for the personnel file.

3) Advancement Opportunities

It is our policy to provide opportunities for employees to apply for job openings within the company when opportunities arise. Promotions and transfers will be considered by evaluating each individual's job-related skills, knowledge, and experience; ability, efficiency, initiative, and attitude; and attendance record.

4) Compensation

All our employees will be paid weekly. Paychecks will not, under any circumstance, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request.

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

We will offer health and life insurance programs for regular full-time employees.

5) Proposed wages:

Executive Director: \$50,000 (\$28.85/hr)
Operations Director: \$50,000 (\$24.04/hr)
Director of Finance: \$15,000 (\$14.40/hr-PT)
Director of Patient Care: \$40,000 (\$38.46/hr)
Director of Drug Prevention: \$15,000 (\$14.40/hr)
Community Outreach Manager: \$40,000 \$38.46/hr
Director of Delivery and Facilities: \$20,000 (\$19.27/hr)
Director of Horticulture: \$35,000 (\$33.65/hr)
Security and Compliance Officer: \$35,000 (\$21.63/hr)
General Manager: \$55,000 (\$36.06/hr)
Horticulture Manager: \$45,000 (\$19.23/hr)
Patient Coordinator: \$18,000 (\$17.31/hr)
RMD Agent: \$24,000 (\$11.54/hr)
Cultivation Agent: \$31,200 (\$15.00/hr)
Trimmer: (\$10.00/hr)]

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.

[We have already conditionally hired RNs and LPNs for the counter as dispensary agents. Further we will employ a variety of other agents including, but not limited to, executives, horticulturalists, security personnel and retail experts. Our training is designed to provide all agents with a core curriculum that involves all aspects of the business. Specialists will then undergo additional specialty-specific training to ensure full compliance with all applicable codes and laws.

The human resources manager in conjunction with departmental managers will develop training modules. Training modules will be updated on an on-going basis with input from all members of the organization. Some specialized areas of training may be provided by third-party contractors, as needed. The Executive Management Team will consult with the Board of Directors and Attorney's to ensure that the training modules satisfy all local, state and federal requirements.

As this is a rapidly evolving industry, we believe that continuing education must be a top priority. All staff will be required to complete 16 hours of continuing education per year. The human resources manager is responsible for documenting all training by collecting signed statements of participation from all trainees. All employees must complete the General Employee Training prior to the start of work; these include: HIPAA training, security training, safety training and OSHA training.

a. Health Insurance Portability and Accounting Act (HIPAA): Haven will utilize tools and trainings to ensure full HIPAA compliance. All agents will be required to take the training course offered on-line at www.myhipaatraining.com. Tests will be reviewed by the compliance officer for passing scores, deficiencies and retesting requirements.

b. Security: Our Director of Security will lead security trainings for, and provide the company security training manual to, ALL agents of the company. Our security protocols will be provided to local and

state law enforcement for comment and ensure that all involved parties understand our approved protocols and safety infrastructure. The Director of Security will conduct random and regular testing of all agents to insure on-going awareness and preparedness for staff. We also recognize that Security Training includes instilling an awareness of diversion prevention techniques and protocols as well as our zero-tolerance policy.

c. Cannabis Research: Given the unique status of medical marijuana in the U.S., and lack of uniformity in research methodologies (lack of peer-reviewed journals), we believe that it is our responsibility to collect as much research data as possible from a variety of sources. It is also our responsibility to sort through this information and share it with patients and agents in a responsible and ethical manor. Our team of dedicated healthcare professionals will, on a monthly-basis, conduct literature reviews and meet to discuss findings and training and research dissemination methods.

d. Local, State and Federal marijuana laws: All agents will be trained during Orientation about all applicable law. Agents will sign a standard form that they are aware of marijuana's legal status. They will be given extensive training on proper implementation of 105 CMR 725.000 as applied company-wide as well as regulations pertinent to their job-specific functions. All staff will be trained in HIPAA compliance and OSHA compliance as well.

e. Patient Education Practices: Since all agents will inevitably have patient contact, we believe all agents should have training in proper patient communication and service. All staff-to-patient communication should be focused on providing compassionate, friendly, positive, private and educational content. We are aware that for many patients the use of medical marijuana requires transcending traditional cultural and medical norms. For this reason, in particular, it is imperative that all staff understand and receive training in maintaining the privacy and dignity of patients.

f. Recording Keeping: All staff will be trained in proper record keeping pertinent to their job duties. Proper record keeping is essential for all programs and departments within the company. Our comprehensive record keeping policies and procedures as well as technologies and storage units will ensure full compliance will all local, state and federal law.

g. Conferences and Continuing Medical Education(CME) requirements: All licensed healthcare providers working on our staff will be required to maintain proper and on-going Continuing Medical Education in compliance with State regulations for their particular licensure. We will also encourage participation in and provide resources for attendance in scientific and industry conferences.

h. Horticultural Training: We will contract with horticulture specialization consultants to provide ancillary training to increase quality, safety, sanitary, productivity, efficiency and regulatory compliance on an on-going basis. Staff will be encouraged to attend and will be provided resources to obtain continuing education in Horticultural Best Practices.

i. Public Speaking Opportunities: We will encourage our Executive Management Team and Department Heads to engage the community and medical professionals and businesses by giving talks, in-services and lectures on a regular basis. This is an important method in ensuring that our staff are up to date on relevant topics and research as well as contributing back to the community by ensuring that all stakeholders are thoroughly informed about our mission.

j. Safety Training: All agents will receive general and department specific safety training to ensure a safe work environment. Training will be focused on prevention and avoidance of job related risks.

k. OSHA Training: All agents will receive training in the OSHA Small Business Four-Point Protocol.]

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.

[For card-holding patients that do not have a reliable source of medical marijuana, opening The Haven Center is of utmost urgency. We must, however, balance a speedy opening with establishing a top-notch service delivery program, in short, no corners can be cut. Given our progress thus far, our expectation is to be fully operational and ready to open our doors by August 31st, 2014.

Organizationally, we have divided our timeline into three different phases.

1) Phase I: Pre-Provisional Approval – Completed by January 31st, 2014

Prior to issuance of the provisional approval our goal is to accomplish those tasks that do not require a provisional approval. Therefore, we have proactively put several key operations into motion, including:

- receiving Special Use and Site Approval from the Town of Dennis;
- Engage architects and engineers to complete construction documents;
- Submit construction documents to the local building department for review;
- Revise construction documents to reflect building department requirements;
- Receive award and notice to proceed from DPH

As of submission of the Phase II Application to DPH we have received Special Use and Site Approval from the Town of Dennis and are well on track to meet our deadlines for completing construction and engineering documents. We believe we will be ahead of schedule for Phase II.

2) Phase II: Post-Provisional Approval – Completed by April 2, 2014

As soon as the provisional approval is issued, we will commence with all construction, build-out and installation activities. These activities will occur in tandem and will include the following:

- Finalize lease agreement;
- Obtain building permit and notify contractor to mobilize subcontractors;
- Recruit cultivation and manufacturing staff;
- Begin remodeling at RMD;
- Finalize employment agreements for cultivation and manufacturing staff;
- Order equipment and supplies for Phase 1;
- Implement MJ Freeway's cultivation and processing management software;
- Begin educational training of cultivation and manufacturing staff
- Begin formal training of cultivation and manufacturing staff;
- Begin painting in cultivation facility;
- Installation mechanical and cultivation equipment at RMD;
- Install fixtures and finish hardware at RMD;
- Schedule final building department inspections;
- Assuming some items need to be remedied, call for second and final building inspection;
- Obtain Certificate of Occupancy and ready cultivation facility for operation;
- Pass DPH Provisional Site Inspection

We have already begun many of the Phase II steps including selection of equipment and locating appropriate vendors and contractors. Our General Manager, owner of Greenleaf in Rhode Island, has been developing training programs, well in advance of our deadline.

3) Phase III: Post-Provisional Inspection – Completed by August 10th, 2014

As soon as the Department allows CCC to proceed past the provisional inspection process we will commence all horticultural operations and finalize operational components requiring completion. These include:

- Begin installing FFE and supplies at cultivation facility for Phase I;
- Begin operating in cultivation facility by propagating first plants;
- First crop goes into vegetative phase;
- First crop goes into flower phase;

- Recruit dispensary staff necessary for opening day;
- Finalize employment agreements for retail staff;
- Implement MJ Freeway's retail management software GramTracker;
- Begin installing FFE and supplies at dispensary;
- Begin training dispensary staff
- First crop is harvested and put into drying phase
- First crop is cut off stem and put into curing phase
- First crop is sent to licensed testing facility for required testing
- First crop is placed into its final packaging and put in the curing phase
- First crop is transferred to retail inventory and ready for sale
- First day of retail sales

We have begun our employee recruitment process by compiling lists of possible local job candidates. We have a highly developed cultivation program that is shovel ready. Our experience with the MJ Freeway POS puts us well ahead of schedule for understanding proper inventorying and training for this system. Our experience in Rhode Island and Colorado will give us a competitive advantage in opening as soon as possible.

4) Delegation of Responsibility

We will complete our hiring of management early in Phase II. All managers will work with their direct supervisors in the EMT. The Ed and GM will assign department related tasks to respective managers and supervisors thereby executing numerous assignments simultaneously. All EMT members and managers will report to the ED and GM on a daily basis to ensure meeting of deadlines. The ED and GM will work directly with the general contractor and vendors to establish and meet deadlines for all required projects.

This projected date is an estimate. Like all construction projects, unforeseen circumstances could delay this project as well. Nonetheless, we will take every reasonable step to open our doors to serve patients as soon as possible]

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.

[The year-one operating plan of The Haven Center will determine the goals of the Board of Directors in the first year of operations and beyond. Department managers will be required to identify resources known as process owners for each goal identified, monitor performance against objectives and outline process improvements identified for implementation. The RMD is segmented by operational department. The four departments consist of administration, cultivation and processing, production, and dispensary operations. The year-one operating plan shall incorporate activities for each functional area to be assigned to a dedicated process owner. In addition to strategic goals, the CEO will monitor operations to identify problems areas for resolution. The inventory control and/or point of sales system should be audited monthly in the first year of operation. The CEO shall also be responsible for assessing the staffing and production levels and recommending changes to the Board of Directors.

Goal: ongoing employee development

Continual employee development is necessary for the successful adoption of policies and procedures for the RMD, to reduce turnover and disruption to the staff and to maintain patient satisfaction. A content, well-trained and dedicated workforce is key to compliant and successful operations. During year-one each process manager will employ strategies to advance the skills of employees in their department and enhance their understanding of their role in the RMD. Strategies employed for employee development may include training

opportunities, job shadowing and employee to employee knowledge base activities. The process manager shall assess the performance of strategies employed through observation of employee performance and attitude toward their job and work environment. Employees will receive formal 90-day reviews providing them the opportunity to assess the performance of Haven managers and executives. Mid-year the CEO shall cause a confidential survey of all employees to assess the effectiveness of RMD policies and procedures and the rate of implementation. At year-end the process owner shall determine process changes to improve employee development opportunities.

Goal: meet or exceed yield and production goals .

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

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

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

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

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.

[Our grow team will be comprised of leaders in the medical marijuana horticultural industry including, Master Cultivator, Nick Hice, of Denver Releaf, Inc., and Seth Bock, our DOO, owner of Greenleaf Compassionate Care Center, Inc. (GCCC). We have also enlisted Board member Dave Crocker, founder of Crocker Nurseries of Brewster, MA and James Barnes, Farm Manager of Cape Abilities, a non-profit farm in Hyannis, MA, who will become Haven's Cultivation Manager. Together, this team of experts will construct an efficient, environmentally friendly and state-of-the-art cultivation operation and produce affordable top-shelf organic marijuana.

Our team of dedicated growers has decades of experience utilizing a variety of horticultural methods. The production of marijuana for medicinal purposes requires significantly more protocol implementation than typical agriculture or floriculture.

1) Hygiene and Sanitation

Perhaps the greatest risk for medical marijuana patients is food-borne illness from contamination of marijuana. Our comprehensive cultivation hygiene plan addresses all prevalent food-borne risks by utilizing prevention techniques utilized in the manufacture of food items, including:

- a. Cleaning and disinfection of marijuana areas as well as surfaces that will come into direct contact with marijuana
- b. Sanitation of all tools and utensils (scissors for example) that come in contact with marijuana before and after each use
- c. Strict and mandatory compliance with hand-washing protocols
- d. Storage of marijuana to prevent contamination by vermin
- e. A RMD shall process marijuana in a safe and sanitary manner. A RMD shall process the leaves and flowers of the female marijuana plant only, which shall be:
 - f. Well cured and free of seeds and stems
 - g. Free of dirt, sand, debris, and other foreign matter
 - h. Free of contamination by mold, rot, other fungus, and bacterial diseases
 - i. Prepared and handled on food-grade stainless steel tables
 - j. Packaged in a secure area.

2) Facility Engineering

Indoor marijuana growing methods encompass a lot more than whether a plant is grown in hydroponics or soil. The goal is to create a homeostatic environment to ensure that plants produce the highest quality of medicine and the highest yields. Facility engineering creates the foundation for a fine-tuned environment and includes the following:

- a. Creating a properly sealed facility to control movement of all liquids and gases
- b. Providing ample HVAC, electricity and fuel
- c. Installing water purifying equipment
- d. Designing a 3-dimensional floor plan to maximize space and allow for controlled movement of liquids, gases, air, heat, light and waste products
- e. Designing a floor plan that allows for movement of horticultural staff within and about the garden
- f. Automation of key functions such as temperature control, humidity control, lighting frequency, carbon dioxide enhancement, water filtration and air-flow.
- g. We will use video surveillance to allow for visual monitoring of the grow room on off-hours.
- h. We will utilize remote detection-devices to monitor temperature, humidity, pH levels and other key factors.

3) Organic Cultivation

Our experience excelling in the production organic marijuana in Rhode Island sets us apart from many marijuana growers who have become dependent upon pesticides, inorganic nutrients, growth accelerators and other man-made chemicals. To comply with the Departments requirements:

- a. Application of any non-organic pesticide in the cultivation of marijuana is prohibited. All cultivation will be consistent with U.S. Department of Agriculture organic requirements at 7 CFR Part 205.
- b. Soil for cultivation will meet the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels.
- c. The cultivation process shall use best organic practices to limit contamination, including but not limited to mold, fungus, bacterial diseases, rot, pests, non-organic pesticides, mildew, and any other contaminant identified as posing potential harm.
- d. We will use only U.S.D.A. and OMRI listed nutrients, growth enhancers and flushing substances.
- e. We will use only reverse-osmosis water filtration to ensure purity of all water.

- f. Clean all hydroponic or soil-based grow equipment with non-toxic cleaning agents.
- g. Filter and ionize air
- h. We will employ Integrated Pest Management protocols if needed.

4) Growing Techniques

Our plan is to employ a variety of techniques that we have experience with. As different strains of marijuana require different environments, no singular cultivation method or technique is sufficient to maximize both quality and yield of all strains. The methods we use may include:

- a. Growth Medium
 - Deep-water culture
 - Coco-ponics
 - Sea-of-green
 - Soil or soilless propagation
 - Rockwool propagation
- b. Strain Selection
 - Use of true-breeding strains when available
 - Produce high cbd/low thec strains
 - Produce high thec strains for particular health conditions
 - Produce a variety of indicas and sativas to meet patient demand
 - Select disease resistant strains when possible
 - Select high yielding strains when possible
- c. Feeding principles
 - Nutrients will be delivered in controlled doses per manufacture recommendation or based on our proprietary feeding plan.
 - pH and ppm levels will be monitored at all times and kept in range

5) Curing

Marijuana will be dried and cured in a temperature and humidity controlled limited access room. The air will be filtered on intake and filtered as vented out. Probes will be used to determine appropriate drying. Once dried, marijuana will be stored in vacuum-sealed glass containers for a minimum of one week or a maximum of 30 days.]

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.

[It is our philosophy that the highest standards must be used in all aspects of our production of medical marijuana. Organic production methods and sanitary compliance alone are not sufficient to produce the purest and highest quality medicine. Quality Assurance extends to choice of plant genetics, choice of organic nutrients, purity of water and proper grow methodology. Quality can only be maintained through rigorous monitoring of product using a variety of methods.

1. Product Testing Requirements

a. We will use third party testing that provides testing for all contaminants required by the Department. The laboratory must be an approved and independent laboratory accredited to ISO 17025 by a third party accrediting body such as A2LA or ACLASS; or certified, registered or accredited by an organization approved by the Department.

b. We will comply with all required testing protocols including frequency of testing, contamination response plans, lot and sample size parameters and profile determination.

2. Purity and Consistency

a. Purity is determined by environmental inputs for example, water, nutrients, plant growth mediums, air conditions, humidity, temperature,. Purity is also determined by proper methods of facility and personnel sanitation. We will comply with all mandatory local, state and federal requirements. Testing for purity will include: Mold, Mildew, Heavy metals, Plant growth regulators and the presence of non-organic pesticides.

b. Consistency is determined by several factors and control parameters. Industry Best Practices include use of True Breeding seeds or cuttings to eliminate phenotypic variation. Consistency is also determined by adherence to environmental control and feeding methods. We will use state-of-the-art environmental control equipment at all stages. Plant specimen testing will be used as the measure of consistency.

3. Contaminant Mitigation Policy and Procedures

a. We will strictly limit entrance of substances, people, pests and disease vectors into the facility. The horticulture facility will be sealed structurally. OSHA protocols will ensure that there is no toxic build-up of harmful chemicals. We are also committed to using organic and natural cleaning agents as well as integrated pest management.

b. Our contamination monitoring, response and tracking protocols are initiated if there are any signs of human or plant toxicity. Our use of OSHA Four-Point Work Place Program will be used on a continual basis. If any deviations from OSHA protocol occur, we will log the event in our compliance logs and take precautionary steps to determine if an event has occurred.

4. Testing Process and Frequency

We shall arrange for testing to be conducted in accordance with the frequency required by the Department.

a. We will designate batch and lot using FDA definitions. Batch will be defined as all plants in a flower or vegetative room in the same stage of growth. Each strain or variety within a batch is defined as a lot. We will further recognize and track each cutting and plant within a lot and batch with a unique identifier that will allow us to track its movement from seed or cutting to sale.

b. Test samples will be prepared and sent for testing during the processing phase unless there are indicators of contamination prior to harvest. At a minimum, samples from each lot in quantities specified by the Department and our third-party testing company will be taken, packaged and delivered to the testing company.

5. Quality Standards

a. Quality is established through control of environment and nutrient inputs. We will follow all quality control requirements set by the Department, the U.S.D.A. National Organic Program and the U.S. Agency for Toxic Substances and Disease Registry. Further, we will implement all applicable Best Practices.

b. Potency and cannabinoid profile parameters will be determined by setting and documenting expectations for each plant, lot, batch, product and MIP.]

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, 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. Our intent is to utilize Best Practices for the disposal of ALL waste containing marijuana regardless of form. We will maintain the same standards of tracking, safety, security as well as environmental stewardship in our handling of waste products. At a minimum these methods include:

1. Disposal

a. Liquid waste containing marijuana or by-products of marijuana processing will 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.

b. Solid waste generated will be disposed per 105 CMR 725.105 (J)(3).

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

2. Security

a. All waste products requiring transport to municipal or commercial facilities must be transported and disposed of in accordance with 105 CMR 725.105 (E).

b. All waste products that will be destroyed or composted on-site will be inventoried as waste and stored in secure and locked holding containers in areas designated for storage and under 24-hour surveillance.

c. The management and disposal of all waste products will be carried out in accordance with our security policies and procedures.

3. Anti-Diversion

Our Total-Accountability Protocol will be implemented for waste management and disposal of marijuana plants and products.

a. When marijuana, plant materials or MIPs are disposed of, we 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. We shall keep disposal records for at least two years. All waste marijuana and marijuana products will be removed from usable marijuana inventory logs.

b. All medicine must be rendered unusable prior to transport to prevent off-site diversion. This will be carried out using composting, incineration or approved chemical destruction techniques.]

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.

[Medically Infused Products Production (MIPs)

1. Types and Forms of MIPs to be Produced

As healthcare professionals, it is our responsibility to provide the healthiest MIPs choices possible. The industry standard has been set too low by producers focusing on dessert items as the primary method of dose administration. It is our intention to provide healthy alternatives. Our MIPs will not be overtly appealing to, nor promote MIP access by children. We will use organic ingredients when available. We will produce a gluten and dairy-free line. Our menu will consist of the following:

a. Oils and butters. Many patients prefer to cook with premade MIPs. By infusing oils and butters with marijuana, patients may choose their dosage and which foods to use them with.

b. Nutrition bars. Bars are easy to transport, have a long shelf-life and can be produced to have significant nutritional content.

c. Health-Conscious Desserts. For patients suffering from disease related loss-of-appetite or weight-loss these products are often an important part of their recovery.

d. Cannabis Oil Capsules. Given their size and shelf-life, capsules are an easy method of ingestion when it is not meal-time.

e. Sublingual Tincture and Tablets. An important factor with all MIPs is the dose-response-time. Sublingual Tinctures and Tablets have a much shorter dose-response-time and therefore may be the preferred dose form.

2. Methods of Production

a. Best Practices. Protecting our patients from foodborne illness is our top priority. We shall comply with all best practices for the production of MIPs as well as all mandatory legislated standards including the following:

- Food and Drug Administration (FDA) guidance for developing master production formulas.
- Good Manufacturing Practice (GMP)
- 105 CMR 725.105 (C)
- U.S. Occupational Safety & Health Administration (OSHA) Guidelines for the Prevention of Foodborne Illness.

b. Production. Our production methods start with extraction of cannabinoids from the marijuana flowers and ends with a product packaged properly for retail. There are many steps along the way, including:

(1) We will utilize all usable plant materials of acceptable quality in the production of extracts. This limits waste (thereby reducing opportunities for diversion) and ensures efficiency.

(2) Decarboxylation involves heating the marijuana to ensure the conversion of non-medicinal THCA into the medicinal compound THC.

(3) We will utilize 0.5 grams of flower as a standard dose regimen for MIPs using approved scales and measuring devices.

(4) All food preparation will follow best practices as well as mandatory legislated standards.

(5) All MIPs will be packaged in accordance with best practices and mandatory legislated standards including child-safety features and methods of preventing foodborne illness.

c. Sanitation. Sanitation requires having all the necessary protocols and tools in place to prevent foodborne illness. We will follow all best practices and mandatory legislated standards for sanitation and hygiene. These include:

- (1) Creating limited access areas
- (2) Prevention of adulteration
- (3) Personnel training and policies
- (4) Record keeping
- (5) Properly maintained equipment
- (6) Production area design and maintenance
- (7) Inspections
- (8) Production environment
- (9) Proper environmental controls
- (10) Quality control/quality assurance plan (QAPP)

3. Procedures for Labeling MIPs

a. Every MIP will have an individual label bearing the required information in full compliance with 105 CMR 725.105(D)(3).

b. Every label will be produced in conjunction with, and tracked through the use of, our inventory software and barcode system.

4. Procedures for Storing MIPs

a. Our secured, locked MIPs storage area will be maintained in compliance with the security requirements of 105 CMR 725.110.

b. All MIPs will be stored in a properly environmentally controlled storage container, refrigerator or freezer. Storage areas will be maintained in compliance with our sanitation policy and procedure manuals including the requirement of being infestation free.

c. We will create a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled or contaminated. Any MIP whose packaging or container has been opened or breached will be stored, until destruction, in this separate locked, secure storage area.

5. Procedures for Disposing MIPs

a. The disposal of MIPs will occur in full compliance with applicable state and local statutes, ordinances and regulations the details of which are available in our Waste Management and Disposal Policies and

Procedures. We will follow all best practices pertaining to environmentally friendly disposal methods as well as safety measures for the prevention of diversion. (refer to safety procedures summary 7.5)

6. Procedures for Dispensing MIPs

Our dispensing of MIPs will follow the same parameters for dispensing non-infused marijuana including:

- a. Proof of qualifying patient or caregiver status including, but not limited to, a registration card and valid proof of identification.
- b. We shall make interpreter services available that are appropriate to the population served.
- c. Medicine will only be dispensed in accordance with patient and caregiver possession limits under 105 CMR 725.

7. Procedures for Tracking MIPs- MJ Freeway

a. Our real-time MIPS tracking is an intrinsic component of our seed-to-sale inventory tracking software. Marijuana that is necessitated for MIPs production will be allocated through MIPs demand projections on a weekly, or as-needed, basis. Marijuana flower and trim will be inventoried and labeled for MIPs production specifically at the point of origin to prevent diversion, theft, or loss.

b. Label-specific identifiers, such as bar code, will be inventoried by our Point-of-Sale (POS) system and every unit sold will be recorded by the POS under a specific transaction number with time and date.]

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.

[1. Seed-to-Sale Tracking Procedures

We will utilize MJ Freeway Software Solutions™, the medical marijuana industry's leading all-in-one seed-to-sale inventory and POS software system. The GramTracker Elite™ and GrowTracker Elite™ platforms will be purchased with when a Provisional Approval notification has been received from the Department. These platforms offer the following key tracking features:

- Integrated Product Weighing
- Inventory Management
- Plant Management
- Nutrient Tracking
- Plant Schedules and Stages
- Batch Tracking
- State Compliance Reporting and Integration
- Product Menu Population
- Custom Reporting

a. Phase I Tracking: The first step in tracking begins with the arrival or production of seeds, clones or cuttings. Any seed, clone or cutting that has been acquired, or produced in-house, will be entered into MJ Freeway immediately upon receipt or production and assigned a unique identifier including serial number and bar-code.

b. Phase II Tracking: To each phase I unit (seed, clone or cutting) its unique identifier will be affixed. As soon as the phase I unit is planted it will receive a batch and lot number. As each plant moves through the stages of development its status will be updated in MJ Freeway.

c. Phase III Tracking: When a plant is harvested it will be entered into MJ Freeway. The weight of the harvested materials will be entered into the tracking program. The unique identifiers will remain with the harvested materials as they are dried and cured. After the marijuana has fully dried and cured it will be reweighed prior to packaging to account for normal weight-loss.

d. Phase IV Tracking: Upon packaging the product will be fully labeled, including the unique identifier, and placed in to locked storage. If the product is divided into smaller sale quantities, it will receive a secondary retail bar code but maintain the original serial number, batch and lot numbers.

e. Phase V Tracking: When the store manager determines that the product is needed for retail inventory its status will change accordingly in MJ Freeway. When a product is sold it is removed from inventory.

f. Acquired Marijuana Tracking. All marijuana received from third-party

2. Prevention of Diversion

We believe the best policy for the prevention of diversion is establishing a company-wide culture of responsibility. Multiple checks and balances are included in the policies and procedures for security, recording keeping, compliance, waste management and inventory tracking. Without a seed-to-sale inventory software system as well as rigorous policies and procedures it is not possible to account for all marijuana and marijuana products. Our system provides for Total Accountability in the following ways:

a. Overlap of responsibility. The Dispensary Manager, General Manager, Director of Horticulture and Compliance Officer will all have permissions within MJ Freeway to access the inventory functions. The Dispensary Manager and Director of Horticulture will conduct total inventories within their departments. Their reports will be presented to the Compliance Officer and General Manager who will evaluate the inventory reports and conduct audits on a regular basis.

b. Surveillance. Surveillance is a known deterrent. We will have video cameras positioned to record all employee activities within and outside the facility. Recordings will be audited on an on-going basis to look for illegal activity.

c. Access. Only employees with access permissions for a particular area within the facility or handling permissions will be allowed to access to product at a particular stage of production. For example: customer sales representatives will not be granted permission for access to the horticultural operation.

d. Working with Law Enforcement. The Compliance Officer will contact the local narcotics division to determine if there are any activities or arrests that suggest diversion may be occurring.

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

3. Storage of Marijuana

All marijuana in the process of cultivation, production, preparation, transport, or analysis shall be housed and stored in such a manner as to prevent diversion, theft or loss.

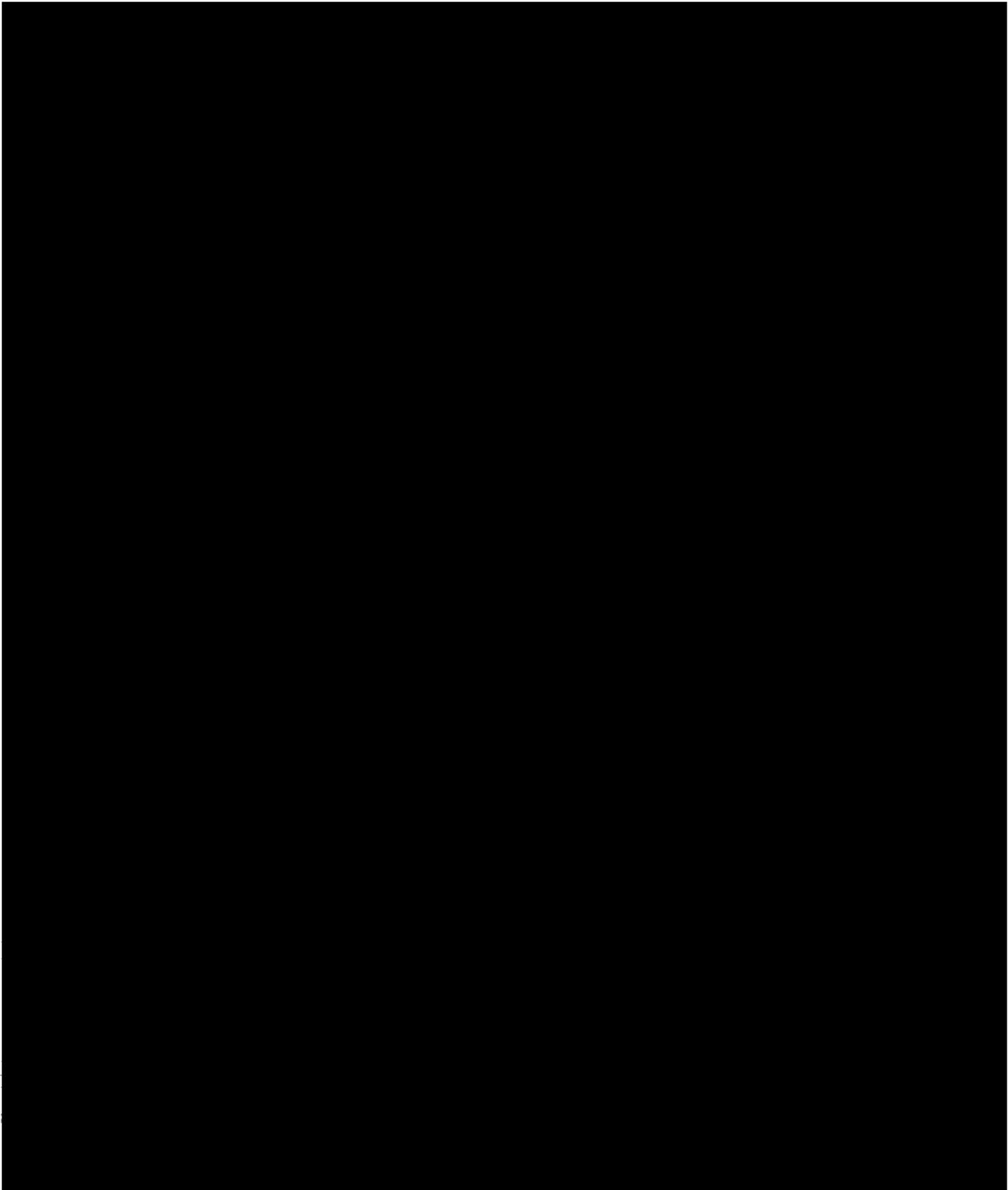
a. All marijuana will be accessible to the minimum number of specifically authorized dispensary agents essential for operation. This will be determined by our management staff on an on-going basis and key fobs will be issued to prevent egress as needed.

b. All marijuana will be returned to the proper storage area immediately after completion.

c. If a manufacturing process cannot be completed at the of a working day, the processing area or tanks, vessels, bins or bulk containers containing marijuana will be securely locked inside and area or building that affords adequate security.]

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 Haven Center is committed to serving the patient population in Barnstable County, MA. Per the most recent US Census in 2012, Barnstable County has a population of 215,423. Current market data suggest that the average patient population for any given county is estimated at 2.0% under qualifying criteria similar or identical to that of Massachusetts. Using this metric, we can forecast an estimate of over 4,300 patients as a baseline within the county.

Barnstable County has several features to be considered in determining our service potential for the emerging medical marijuana sector, to include Dennis being the most centrally located town in Barnstable county. Many factors will influence the demand for services within the patient population, which will also be further affected by adjacent county populations, not the least of which is simply the opportunity to legally obtain this new alternative of treatment. Patients that may find themselves closer to The Haven Center geographically may join rather than alternatives based within their home county. Barnstable County is adjacent to Plymouth (population: 499,759) and is also close to the islands of Dukes (population: 17,041) and Nantucket (population: 10,298) counties.

Barnstable County's population remained stable with negligible difference during the economically tumultuous decade of 2000-2010, indicating high rates of home ownership of over 70% and long term residency. The county currently represents approximately 3% of the state population overall and significantly, 26% of that figure are residents over 65 years of age higher. While we employ a factor of 2% overall as the

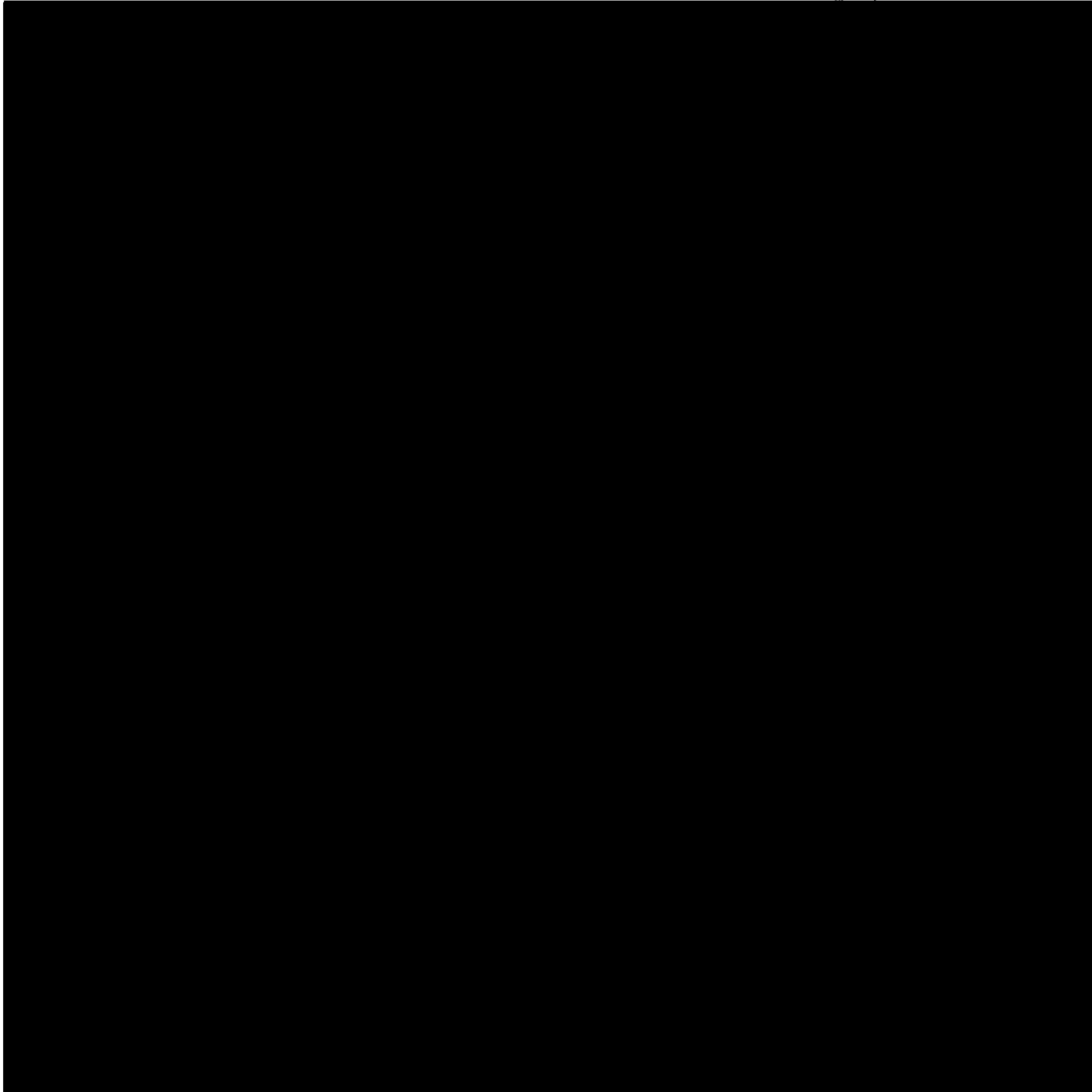
potential patient population, due to the higher rate of senior residents, many more individuals are likely to have conditions that qualify.

According to US Census data, the median household income for Barnstable County is an average \$60,525, in comparison to the national household income level estimated at \$52,762 for 2012. Further, the same data set indicates a sub-poverty income level of between 8-8.5% for the county, and using the estimated 2% capture factor, we can forecast a patient population that may exceed 360 persons residing in Barnstable County. Being the easternmost county in Massachusetts, The Haven Center's economic hardship program aims to reduce the financial burden on qualifying patients by providing quality medicinal options locally, so to eliminate the need to travel west to and bear

We are sensitive to the additional burdens faced by those with vision and hearing deficits and related disability. For those that are disabled, in addition to allowing the use of service animals we will provide resources such as braille, phone and or video translation options as applicable. Phone interpretation services such as teletypewriters (TTY) require specialized equipment and training that can essentially be replaced by standard text messaging on modern hand-held mobile phones and devices today. For patients requiring or preferring advanced measures for in-depth conversation, professional interpretation services may be necessary

The Haven Center also recognizes the patient population will likely include members who primarily communicate in English as a second language (ESL). As of 2010 Barnstable County has over 15,500 persons self-identifying as falling into the ESL category. The three primary languages besides English in Barnstable County are as follows; Portuguese (population: 4,119), Spanish (population: 2,991) and French (population: 1,658). For registered patients of all ESL language groups, we will evaluate the extent of the need for basic translation and plan to use RxTrans.com, a service that specializes in translation for prescription related issues. For less prevalent languages and or when additional translation is necessary, we will work with the patient(s) to further evaluate those needs and enlist a private interpreter.]

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.

[The Haven Center will maintain true, complete and current records. Our Patient Recordkeeping, Reporting, and Notifications Plan details procedures for ensuring the maintenance of records that will be available for inspection by the Department or other authorities upon request. The general manager is responsible

for recordkeeping and will maintain a current organizational chart and job descriptions for each employee and volunteer position. We will maintain records in accordance with Department requirements. Measures are established for the maintenance of records relevant to operating procedures, inventory records including seed-to-sale tracking, personnel records, staffing plans, personnel policies and procedures, staffing plans, waste disposal records, product testing and recall records, CORI reports, security records, designated business records, and additional required Department reporting.

1) Patient Record Keeping System

All patient and caregiver related information held by The Haven Center is confidential and will not be disclosed without the prior written consent of the individual to whom the information belongs unless a mandated release of information is issued under court order or access is required by the Department to carry out official duties.

a. We will utilize MJ Freeway™, which provides the medical marijuana industry's most sophisticated all-in-one cloud-based patient tracking software system. MJ Freeway™ is fully HIPAA compliant. Its state-of-the-art servers are protected by biometric locks and 24-hour surveillance. Their software and infrastructure are updated regularly with the latest security patches. Their network is protected by an enterprise-class firewall to ensure data safety and all patient data is encrypted.

b. Access to our database will be limited to key personnel by passcode, and access permissions to protected electronic patient files will be administered by the compliance officer.

c. We will utilize the Department's electronic registration and dispensing tracking system in full compliance with Department requirements, when they become available.

d.

2) Patient/Caregiver Data Collection

Our patient management software system (MJ Freeway™) provides for in-depth patient data collection. 105 CMR 725.000 provides that patients and caregivers seeking access to an RMD must provide valid proof of registration with the Department. It does not stipulate what personal information they must share with a RMD. We do not believe patients will be obligated to provide information other than a valid registration card.

a. We will document all patient and caregiver identification numbers for each visit and purchase.

b. We will ask for patient and/or caregiver names, although it does not appear obligatory at this time.

c. We will ask patients if they would like to share personal and/or medical information so we may help them achieve consistent and high-quality care, and they may opt out.

d. At a minimum, we will track patient/caregiver purchase histories, quantities purchased, dates and times of purchase, products purchased including bar code and serial number tracking and purchase prices.

3) Patient Satisfaction Tracking

We will employ a third-party patient-satisfaction survey software application. This software will allow for complete anonymous collection of data regarding patient/caregiver satisfaction with our operation.

4) Paper files.

We will NOT utilize a paper filing system for patient data collection. Any printed materials with patient/caregiver names will be handled according to HIPAA policies or shredded.]

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.

[It is the cornerstone of our mission to provide medical marijuana to ALL registered patients regardless of financial capability. We realize that we must balance several concerns to make this possible on an indefinite basis. Our intention is to help create access to the extent possible without creating incentive for diversion of marijuana.

1) Determination of Financial Hardship.

a. We intend to use enrollment in the Federal Supplemental Security Income (SSI) program as the main qualification for our Financial Hardship Program. We will also utilize Temporary Assistance for Needy Families or other public assistance programs to make a determination of financial hardship.

2) Cost Determination Methodology.

a. We have determined that a sliding fee scale must not be overly complex given the limitations POS systems and providing for accurate accounting.

b. Patients at or below 100% poverty will be eligible to receive one ounce of medical marijuana, or MIPs equivalent, per month and a 35% discount on all marijuana products thereafter.

c. Patients at or between 101-200% of poverty will receive one-half ounce of medical marijuana, or MIPs equivalent, per month and a 25% discount on all marijuana products thereafter.

d. Patients at or between 201-325% of poverty will receive one-quarter ounce of medical marijuana, or MIPs equivalent, per month and a 10% discount on all marijuana products thereafter.

3) Program Funding and Sustainability.

a. Cost determination must factor into revenue. The ED must determine that the Hardship Program does not place the non-profit company in financial jeopardy.

b. A percentage of excess revenues, as determined by the ED and approved by the Board of Directors, will be utilized to create additional subsidies for approved hardship patients.

c. The Department will be notified of any changes to the Hardship Program before they can be implemented.

d. We will contact local law enforcement on a regular basis to determine if our Hardship Program has led to any increase in illegal drug activity.

4) Policies and Procedures

We have adopted the National Health Service Corps policies and procedures for Developing and Implementing a Discount Fee Schedule, including:

a. The discounted/sliding scale fee schedule must be in writing and non-discriminatory;

b. No patient should be denied services due to an inability to pay;

c. Signage/notice is posted onsite and to the web site (if applicable) to ensure that patients are aware that a discounted/ sliding fee schedule is available to them;

d. Patients must present valid and yearly proof of enrollment in an approved public assistance program and present financial documents to determine poverty level.

e. Every patient's privacy is protected;]

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.

[We believe the most effective plan includes in-house counseling and educational services as well as on-going community outreach. In fact, we have already met with several community groups and non-profits. Given the newness of the Act, and the sincere desire to become informed, various community-based organizations seem eager to engage us and establish informal conversations about possible collaborative educational programs.

1) Patient/Caregiver Counseling and Education

We anticipate that for a majority of newly registered patients and caregivers the Commonwealth's Act for the Humanitarian Medical Use of Marijuana is a relatively unknown program. We have three main objectives in engaging patients and caregivers on this topic.

a. First, it is of vital importance for patients and caregivers to have a working knowledge of the Act and their obligations that commence with registration. We will provide personal one-on-one and group counseling sessions as well as printed materials to address the following:

- Definitions provided in the Act
- Allowable quantities of marijuana
- Responsible use
- Personal and family safety precautions
- License renewal requirements.

b. Second, many newly registered patients and caregivers do not know how to properly use medical marijuana nor do they know the risks and benefits. We will provide personal one-on-one and group counseling sessions to address the following:

- Risks and benefits of medical marijuana consumption
- Proper dose administration
- Methods of consumption
- Comparative risks and benefits of different methods of consumption.

c. We will provide the most comprehensive and up-to-date materials to properly educate and counsel patients. These materials will include:

- American's for Safe Access (ASA) Condition-based Booklets addressing risks and benefits for a variety of accepted uses.
- ASA Reports
- A reading library for patients to enrich their understanding
- Counseling referral contact lists for patient experience drug related issues.

2) Community Outreach and Education

We believe it is not sufficient for an RMD to educate only their patients and caregivers. If healthcare providers and health service establishments are not equally and adequately educated about medical marijuana a number of issues arise:

- a. Healthcare providers cannot communicate effectively with their patients
- b. Questions of trust arise with patients not feeling confident in explaining their choice of medical marijuana with their physicians
- c. Patients go without necessary treatment and suffer unnecessarily
- d. The community as a whole remains uneducated and divided on this topic

To address this adverse scenario, we will do the following:

- a. Offer grand-round and in-services to all healthcare establishments
- b. Meet with healthcare providers one-on-one as requested
- c. Create a point-of-contact for healthcare providers to provide feedback
- d. Provide drug-prevention and awareness services to local schools
- e. Fund drug-prevention and awareness programs locally

3) ASA Sponsorship

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

Multiple Sclerosis, and Aging; discounted training for employees; regular updates and advocacy opportunities.
]

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

[The Haven Center's logo resembles three human figures reaching their arms overhead. The arms of one of these figures create the 'V' in 'Haven'.

The logo is primarily green with gold accents and a white background. The safety of patients, children and the community is our most vital concern. Any advertising or marketing plan for an RMD must address this as a top priority. Second, we believe strongly that many patients experience considerable benefits from use of medical marijuana. Therefore, we must strike a balance between safety and responsible outreach. We believe we have the best model for this effort.

1) Marketing and Advertising

Our communications with executives from state-licensed dispensaries and compassion centers throughout New England has informed us considerably on how best to manage a responsible outreach program. We believe that traditional advertising methods such as print as well as radio and television ads are not acceptable because they do not create an opportunity to adequately explain the risks. Per Commonwealth law and internal policy, we will adhere to the following restrictions:

a. Activities not permitted:

- Print advertisement
- Billboards and all other outdoor advertising methods on the exterior of the building or elsewhere
- Television and radio advertising
- Advertising the price of marijuana or available strains
- Use of graphics or brand-names on the exterior of the building
- Production or sale of products or promotional items bearing a symbol of or references to marijuana or MIPs, including our logo

b. Utilize:

- A responsible web-site with limited age-related access
- Limited social media outreach with age related permissions
- Interviews with print, radio and television
- Rack cards and business cards placed in appropriate settings like doctor's offices
- Hosting regular talks and presentations for healthcare providers
- Providing grand-rounds and in-services to healthcare establishments

2) Company Logo

Our company logo will be discrete and not contain any images of the marijuana plant or any associated products. The logo will not be appealing to children. Especially with regard to MIPs products, flashy logos could inadvertently attract accidental or intentional consumption by children or minors. The name of the company will comply with the Act by:

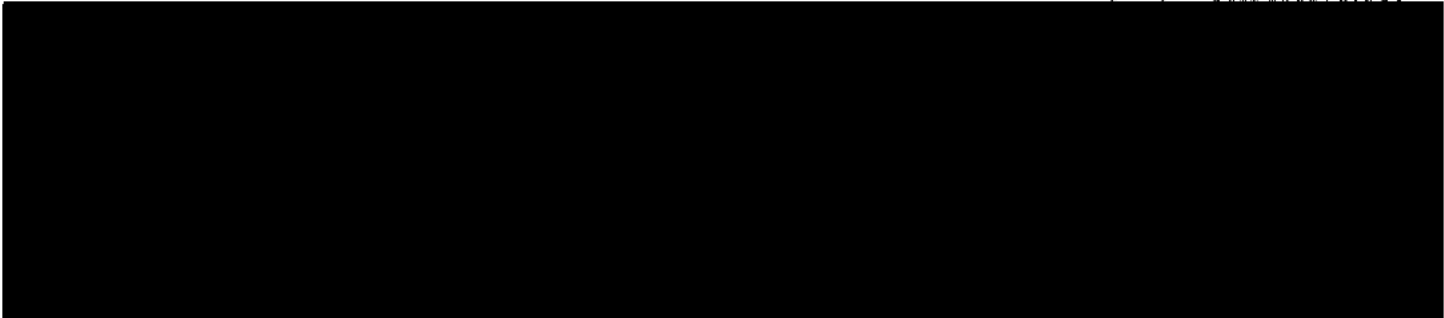
- Not using medical symbols
- Not using images of marijuana or related paraphernalia
- Not using colloquial references to cannabis and marijuana.

3) Printed Materials and Fliers

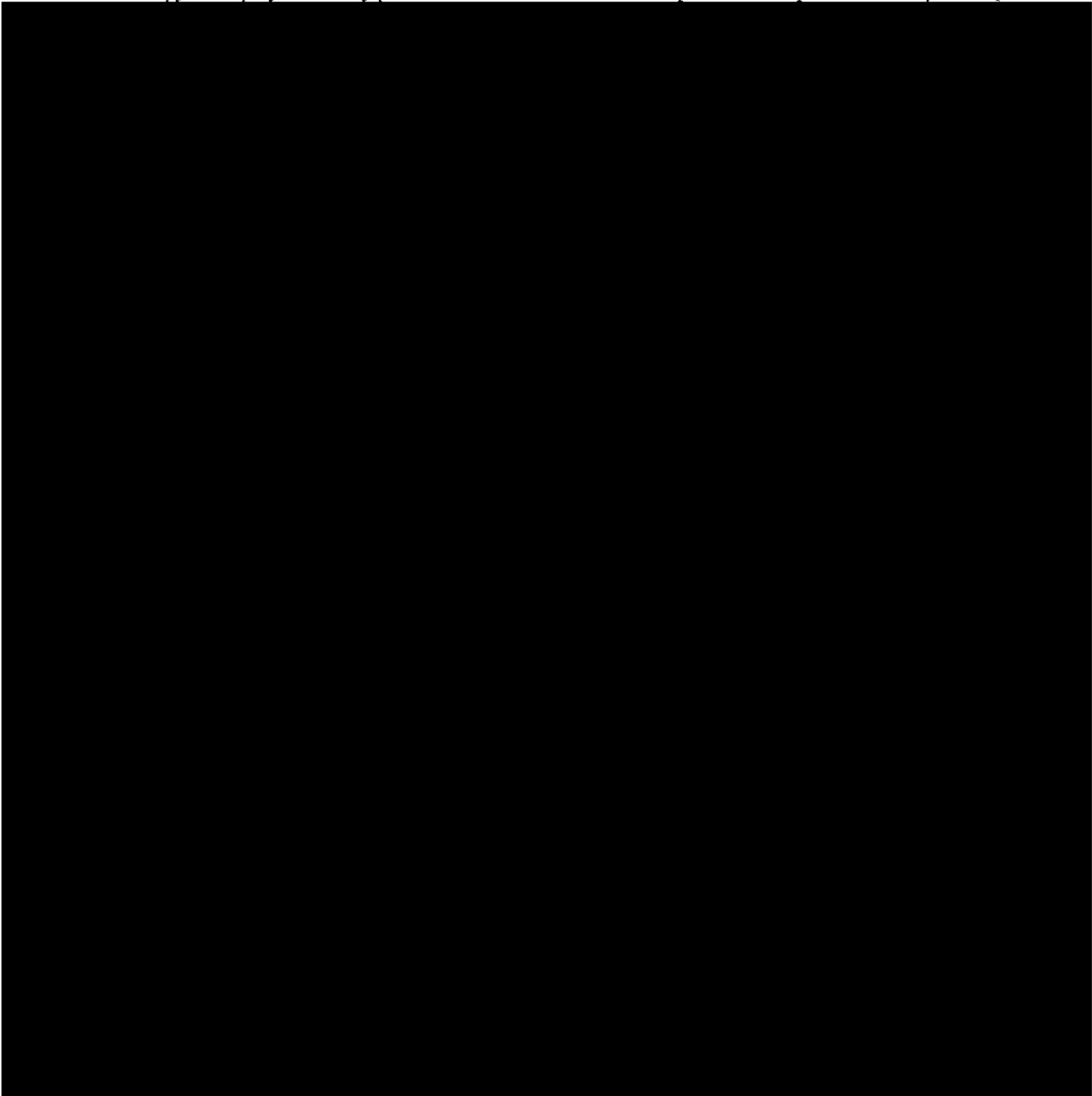
All advertising materials, including logo, The Haven Center produces and disseminates pursuant to 105 CMR 725.105(K) or (L) will not include:

- a. Any statement, design, representation, picture, or illustration that encourages or represents the use of marijuana for any purpose other than to treat a debilitating medical condition or related symptom
- b. Any statement, design, representation, picture, or illustration that encourages or represents the recreational use of marijuana
- c. Any statement, design, representation, picture, or illustration related to the safety or efficacy of marijuana unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor, which shall be made available upon request of a registrant of the Department; or
- d. Any statement, design, representation, picture or illustration portraying anyone under 18 years of age.]

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.

[Incident Management Program

We have developed an Incident Management Program to establish policies and procedures for documenting, reporting and managing adverse incidents, consumer complaints, operational concerns and issues that will be reported to law enforcement and/or the Department. Our Program involves all Executive Management, staff and agents and is designed to not only ensure the highest standards of incident management across departments but to also ensure that we are on the cutting-edge of operational performance, safety and patient satisfaction.

1) Policies and Procedures for Adverse Incident Management

- a. All criminal incidents will be managed according to our Security Policies and Procedures Manual.
 - b. Appropriate measures will be taken to ensure that all medical emergencies will be handled in accordance with First-Responder best practices.
 - c. Appropriate measures will be taken if a patient reports adverse effects. These measures include:
 - Assisting the patient, their family members, caregiver(s) and/or their healthcare providers to determine causality and how best to address the situation
 - Determining, through testing, whether a particular product, batch or lot is defective.
 - Documenting and reporting the source problem
 - Destroying products that are deemed harmful or hazardous and issuing a recall.
- 2) Policies and Procedures for Consumer Complaints
- a. Determine the category of the complaint and determine whether the cause of the complaint could lead to additional harm or operational problems.
 - b. If the cause of the reported complaint is determined to be on-going problem that could cause harm or adversely affect operations, we will immediately take corrective actions.
 - c. If the complaint does not pose an immediate health risk, an employee should report the incident to their supervisor who will list important details of the incident in the complaint log.
- 3) Policies and Procedures for Operational Concerns

It is our mission to develop a company-wide policy of awareness, identification, documentation and reporting for all operational concerns. Management of operational concerns involves proper checks-and-balances at all levels of the operation and includes:

- a. System reviews and data collection
 - b. Regular and comprehensive audits
 - c. Customer surveys to detect issues
 - d. Regular staff meetings to gather employee input
- 4) Policies and Procedures for Documentation
- a. All incidents and concerns must be documented.
 - b. All departments must maintain an up-to-date incident log
 - c. The Compliance Officer must be informed of all incidents.
 - d. Each incident or concern must be tracked until a resolution has been achieved and documented by the CCO.

5) Policies and Procedures for Reporting

We will, within 10 calendar days, provide written notice to the Department of any incident described below, by submitting an incident report in the form and manner determined by the Department which details the

circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement and/or regulatory bodies were notified.

We will maintain all documentation related to an incident that is reportable pursuant to 105 CMR 725.110(F)(1) for no less than one year and make it available to the Department and to law enforcement authorities acting within their lawful jurisdiction upon request.

Our incident reporting policies and procedures require that all of the following incidents be appropriately managed and reported:

- (a) Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the RMD or a dispensary agent
- (b) Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person
- (c) Unauthorized destruction of marijuana
- (d) Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents
- (e) An alarm activation or other event that requires response by public safety personnel
- (f) The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours
- (g) Any other breach of security.

4) Corrective Actions

All incidents will fully documented and undergo a corrective actions assessment and implementation process under the supervision of the EMT, GM and BOD. We shall seek corrective action feedback from law enforcement and the Department.]



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: [Christopher] Last Name: [Taloumis]

Title: [Executive Director]

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

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

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

Corporation Name JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

	Name	Role within the Corporation
1	Christopher Taloumis	Executive Director
2	Justin Wharton	Clerk
3		
4		
5		


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 Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Attach organizational chart.

 ORIGINAL

Board of Directors

Responsibilities: oversee the work and finances of the Corporation; ensure that the work and the finances of the Corporation are conducted in accordance with the Articles of Incorporation and with the By-Laws; appoint Officers of the Corporation; examine and approve the Treasurer's accounts; and to generally guide and direct the work of the Corporation.

James Erhart (EMT) Chief Compliance & Security Officer
 Responsibilities: oversight of security for all facilities; maintain and monitor security systems; advise management on implementation and compliance to ensure effectiveness of security procedures.

Christopher Taloumis (EMT) Executive Director
 Responsibilities: To design, develop and implement strategic plans for the Haven Center in a cost-effective and time-efficient manner. The Executive Director is also responsible for the day-to-day operation of the organization.

George Mallory (EMT) Director of Finance
 Responsibilities: oversight of financial activities of Entire Corporation and bookkeeper; reports to

Justin Wharton (EMT) Operations Manager, Transportation manager
 Oversees direct operation; Plan direct and coordinate the transportation operations.

Sal Consiglio (EMT) General Manager, Dispensary Manager
 Responsibilities: oversees the operation of all RMD, managers and agents. Overseeing department functions and managing employees; manage and direct dispensary staff

Dr. Seth Boch (EMT) Director of Operations
 Responsibilities: daily To train the executive management team. reports to the ED.

Nick Hice (EMT) Director of Cultivation
 Responsibilities: Train cultivation. staff

James Barnes (EMT) Cultivation Manager
 Responsibilities: Oversee all cultivation. day to day

Jill Taloumis, RN (EMT) Outreach Manager
 Responsibilities: planning, developing and implementation of all outreach strategies, communications and public relations activities.

Janet Albahari (EMT) Director of Drug Prevention
 Responsibilities: Drug prevention program planning.

Barbara Sheehan, RN (EMT) Patient Coordinator
 Responsibilities: Provide coordinated care to patients by developing monitoring, and evaluating interdisciplinary care.

ORIGINAL


BOARD OF DIRECTORS
(Exhibit 1.4)

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Board Role	Name	Date of Birth	Business Email	Business Address
1 President, Director, Chair	Christopher Taloumis	[REDACTED]	Chris.Havencenter@gmail.com	245 Route 6A Orleans Mass. 02653 BARNSTABLE COUNTY
2 Treasurer, Director	Salvatore Consiglio	[REDACTED]	sconsiglio@comcast.net	53 Fox Crossing Road Brewster, Mass. 02631 BARNSTABLE COUNTY
3 Clerk, Director	Justin Wharton	[REDACTED]	jkwharton@comcast.net	32 Ridgewood Road Orleans, Mass. 02653 BARNSTABLE COUNTY
4 Director	Jill Taloumis	[REDACTED]	Jill_Russell@comcast.net	5 George Holbrook Way East Harwich MA 02645 BARNSTABLE COUNTY
5 Director	David Crocker	[REDACTED]	info@crockernurseries.net	1142 Route 137 Brewster MA 02631 BARNSTABLE COUNTY

6	Director	Janet Albahari		Albahari@verizon.net	44 Doran Drive Brewster MA 02631 BARNSTABLE COUNTY
7	Director	Edward Dalton		R99sox@aol.com	66 Compass Way Brewster MA, 02631 BARNSTABLE COUNTY

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: JCS HOLDINGS INC / DBA The Haven Center 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	NA	NA	NA	NA
2	NA	NA	NA	NA
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	NA	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	NA	NA
2	NA	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	NA	NA
3	Add more rows as needed.....	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	NA	NA



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: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Attach bylaws.



BYLAWS

of

JCS HOLDINGS IN

P.O. Box, 2036 Orleans, MA 02653

Section 1. MEMBERS

The corporation shall have no members. Any action or vote required or permitted by law to be taken by members of the corporation shall be taken by action or vote of the same percentage of the Directors.

Section 2. BOARD OF DIRECTORS

2.1 Powers.

The affairs of the corporation shall be managed by the Directors who may exercise all the powers of the corporation.

2.2 Number and Election.

The corporation shall have a board of 7 Directors, the initial members of which shall be the incorporators. A vacancy in the office of director shall be filled as provided in Section 5.3 below.

2.3 Duties. It shall be the duty of the Directors to:

- a. Perform any and all duties imposed on them collectively or individually by law, by the articles of organization, or by these bylaws;
- b. Appoint and remove, employ and discharge, and, except as otherwise provided in these bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the corporation;
- c. Hire, remove and supervise all officers, agents, and employees of the corporation to assure that their duties are performed properly;
- d. Meet at such times and places as required by these bylaws;

- e. Register their addresses with the secretary of the corporation, and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

2.4 Committees.

The Directors may elect or appoint one or more committees and may delegate to any such committee or committees any or all of their powers, provided that any committee to which the powers of the Directors are delegated shall consist solely of Directors. Unless the Directors otherwise determine, committees shall conduct their affairs in the same manner as is provided in these bylaws for the Directors. The members of any committee shall remain in office at the pleasure of the Directors.

2.5 Annual Meeting.

The annual meeting of Directors shall be held within six months after the end of the fiscal year of the corporation on such date and at such hour and place as the Directors or an officer designated by the Directors shall determine. In the event that no date for the annual meeting is established or such meeting has not been held on the date so determined, a special meeting in lieu of the annual meeting may be held with all of the force and effect of an annual meeting.

2.6 Regular and Special Meetings.

Regular meetings of the Directors may be held at such places and at such times as the Directors may determine. Special meetings of the Directors may be held at any time and at any place when called by the chairman of the board of Directors, if any, the president or a majority of the Directors.

2.7 Notice of Meetings.

Forty-eight hours' notice by mail, fax, email, telephone or word of mouth shall be given for an annual or special meeting unless shorter notice is adequate under the circumstances. No notice need be given for a regular meeting. Whenever notice of a meeting is required, such notice need not be given to any Director if a written waiver of notice, executed before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to such Director. Neither such notice nor waiver of notice need specify the purposes of the meeting, unless otherwise required by law, the articles of organization or the bylaws.

2.8 Quorum.

A majority of the Directors in person or by proxy shall constitute a quorum, but a smaller number may adjourn from time to time without further notice until a quorum is present.

2.9 Action by Vote.

When a quorum is present at any meeting, a majority of the Directors present and voting shall decide any question, including election of officers, unless otherwise provided by law, the articles of organization or the bylaws.

2.10 Action by Writing.

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

2.11 Presence through Communications Equipment.

Unless otherwise provided by law or the articles of organization, Directors may participate in a meeting of the board of Directors by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

2.12 Vote of Interested Directors.

A Director who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the corporation contemplates contracting or transacting business, or individually proposing doing business with the corporation, shall disclose his or her relationship or interest to the other Directors acting upon or in reference to such contract or transaction. No Director so interested shall vote on such contract or transaction, but he or she may be counted for purpose of determining a quorum. The affirmative vote of a majority of the disinterested Directors shall be required before the corporation may enter into such contract or transaction.

In case the corporation enters into a contract or transacts business with any firm, corporation or association of which one or more of its Directors is a member, stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such trustee or Directors have or may have interests therein which are or might be

adverse to the interests of the corporation. No trustee or Directors having disclosed such adverse interest shall be liable to the corporation or to any creditor of the corporation or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such trustee or Directors be accountable for any gains or profits to be realized thereon.

This section may defined further in a Conflict of Interest Policy adopted by the Board of Directors and incorporated herein.

2.13 Director's Inspection Rights.

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation,

and shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the articles of organization, other provisions of these bylaws, and provisions of law.

2.14 Periodic Report.

The board shall cause any annual or periodic report of this corporation, required under law to be prepared and delivered to a Massachusetts agency office, to be so prepared and delivered within the time limits set by law.

Section 3. OFFICERS AND AGENTS

3.1 Number and Qualification.

The officers of the corporation shall be a president, treasurer, clerk and such other officers, if any, as the Directors may determine. An officer may but need not be a Director. The clerk shall be a resident of Massachusetts unless the corporation has a resident agent duly appointed for the purpose of service of process. A person may hold more than one office at the same time.

3.2 Election.

Officers. The initial officers shall be those persons named as officers in the articles of organization. The directors at their annual meeting shall elect a president, treasurer and clerk, who shall hold office until the date fixed by these bylaws for the next annual meeting of directors and until their respective successors are elected and qualified. The directors also may at any time elect such other officers as they shall determine. Officers may be removed from their respective offices with or without cause by vote of a majority of the directors then in office..

3.4 Chairman of the Board of Directors.

The chairman of the board of Directors shall preside at all meetings of the Directors except as the Directors shall otherwise determine, and shall have such other powers and duties as may be determined by the Directors.

3.5 President.

The President shall be the Executive Director of the corporation and, subject to the control of the Directors. Directors shall have general charge and supervision of the affairs of the corporation. If no chairman of the board of Directors is elected, the President shall preside at all meetings of the Directors, except as the Directors otherwise determine. The President shall have such other duties and powers as the Directors shall determine. The President shall hold office unless removed for "Cause" by a unanimous vote of the disinterested Directors until 2014 annual meeting.

3.4 Treasurer.

The initial Treasurer shall hold office until 2014 annual meeting.

Unless otherwise determined by the Directors. He or she shall have such other duties and powers as designated by the Directors or the President.

3.5 Clerk.

The initial Clerk shall hold office until 2014 annual meeting unless otherwise determined by the Directors. The clerk shall record and maintain records of all proceedings of the Directors in a book or books kept for that purpose and shall have custody of the seal of the corporation. If the clerk is absent from any meeting of Directors, a temporary clerk chosen at the meeting shall exercise the duties of the clerk at the meeting.

3.6 Other Officers.

Other officers shall have such duties and powers as may be designated from time to time by the Directors.

Section 4. SPONSORS, BENEFACTORS, CONTRIBUTORS, ADVISORS, FRIENDS OF THE CORPORATION

Without conferring or recognizing any legal authority, the Directors may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the corporation or similar title. Such persons shall serve in an honorary capacity and, except as the Directors shall otherwise designate, shall in such capacity have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum and shall have no other rights or responsibilities.

Section 5. RESIGNATION, REMOVAL AND VACANCIES

5.1 Resignation.

Any Director or Officer may resign at any time by delivering his resignation in writing to the chairman of the board, if any, the president or the clerk or to the corporation at its principal office. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

5.2 Removal.

A Director may be removed with or without cause at any time by the vote of a majority of the Directors then in office, unless the Director specify otherwise. Any Officer may be removed with or without cause at any time by the vote of a majority of the Directors then in office except as otherwise described herein. For the purpose of these bylaws "Cause" shall mean if any Director or Officer: (1) fails to qualify as a dispensary agent as determined by the Massachusetts Department of Public Health ("DPH"); (2) is found unsuitable or unqualified to sit as a Director or Officer of a registered marijuana dispensary as determined by DPH pursuant to written notice

to the non-profit; (3) engages in any negligent, reckless, or intentional action or inaction that causes substantial financial or reputational injury to the non-profit, or jeopardizes the non-profit's ability to receive or renew a marijuana dispensary permit, as determined in a written opinion of the non-profit's legal counsel; or (4) disability of the Director or Officer such that the individual cannot perform their duties for a period equal to ninety (90) days in any three hundred sixty-five (365) day period.

5.3 Vacancies.

Any vacancy in the board of Directors may be filled by vote of a majority of the Directors then in office. The Directors may exercise all their powers notwithstanding the existence of one or more vacancies in the board. Vacancies in any office may be filled by the Directors.

Section 6. INDEMNIFICATION

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a trustee, director or officer of the corporation or of any of its subsidiaries, or who at the request of the corporation may serve or at any time has served as a trustee, director or officer of, or in a similar capacity with, another organization or an employee benefit plan, against all expenses and liabilities (including counsel fees, judgments, fines, excise taxes, penalties and amounts payable in settlements) reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative, in which such person may become involved by reason of serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he or she is successful on the merits, the proceeding was authorized by the corporation or the proceeding seeks a declaratory judgment regarding his or her own conduct); provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation or, to the extent such matter relates to service with respect to any employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan; and provided, further, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, the payment and indemnification thereof have been approved by the corporation, which approval shall not unreasonably be withheld, or by a court of competent jurisdiction. Such indemnification shall include payment by the corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without regard to the financial ability of such person to make repayment.

A person entitled to indemnification hereunder whose duties include service or responsibilities as a fiduciary with respect to a subsidiary or other organization shall be deemed to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation if he acted in good faith in the reasonable belief that his action was in the best interests of such subsidiary or organization or of the participants or beneficiaries of, or other persons with interests in, such subsidiary or organization to whom he had a fiduciary duty.

Where indemnification hereunder requires authorization or approval by the corporation, such authorization or approval shall be conclusively deemed to have been obtained, and in any case where a Director of the corporation approves the payment of indemnification, such Director shall be wholly protected, if:

- (i) the payment has been approved or ratified (1) by a majority vote of a quorum of the Directors consisting of persons who are not at that time parties to the proceeding, or (2) by a majority vote of a committee of one or more Directors who are not at that time parties to the proceeding and are selected for this purpose by the full board (in which selection Directors who are parties may participate); or
- (ii) the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the corporation) appointed for the purpose by vote of the Directors or in the manner specified in clauses (1) or (2) of subparagraph (i); or
- (iii) the payment is approved by a court of competent jurisdiction; or
- (iv) the Directors have otherwise acted in accordance with the applicable legal standard of conduct.

Any indemnification or advance of expenses under this section shall be paid promptly, and in any event within 30 days, after the receipt by the corporation of a written request therefor from the person to be indemnified, unless with respect to a claim for indemnification the corporation shall have determined that the person is not entitled to indemnification. If the corporation denies the request or if payment is not made within such 30-day period, the person seeking to be indemnified may at any time thereafter seek to enforce his or her rights hereunder in a court of competent jurisdiction and, if successful in whole or in part, he or she shall be entitled also to indemnification for the expenses of prosecuting such action. Unless otherwise provided by law, the burden of proving that the person is not entitled to indemnification shall be on the corporation.

The right of indemnification under this section shall be a contract right inuring to the benefit of the Directors, directors, officers and other persons entitled to be indemnified hereunder and no amendment or repeal of this section shall adversely affect any right of such trustee, 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 trustee, 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, 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 trustee, 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, directors, officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

Section 7. SEAL AND FISCAL YEAR

7.1 Corporate Seal.

The seal of the corporation shall be circular in form with the name of the corporation around the periphery and the year and state of incorporation within or such other form as the Directors may determine.

7.2 Fiscal Year.

The fiscal year of the corporation shall end on **July 31** in each year or such other date as the Directors may determine.

Section 8. AMENDMENT

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

Section 9. EXECUTION OF PAPERS.

Except as provided by law or in the Articles of Organization or as the directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts, and other documents or instruments to be executed on behalf of the corporation may be signed by the president, by any vice president, or by the treasurer. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the corporation by two of its officers, of whom one is the president or a vice president and the other of whom is the treasurer or an assistant treasurer, shall be binding on the corporation in favor of a purchaser or other person relying in good faith on such instrument notwithstanding any inconsistent provisions of the Articles of Organization, these bylaws, or resolutions or votes of the corporation.

Section 10. COMPENSATION

Unless otherwise provided by law, the Articles of Organization, or these bylaws, a director shall be entitled to receive for such director's services such reasonable amounts, if any, as the directors may determine but not to exceed \$500 per year, which may include expenses of attendance at meetings. A director shall not be precluded from serving the corporation in any other capacity and receiving reasonable compensation for any such services.

Section 11. DEPOSITS

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

Section 12. CONSTRUCTION AND TERMS

(i) If there is any conflict between the provisions of these bylaws and the articles of organization of this corporation, the provisions of the articles of organization shall govern.

(ii) Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

(iii) All references in these bylaws to the articles of organization shall be to the articles of organization, certificate of incorporation, corporate charter, or other founding document of this corporation filed with an office of Massachusetts Secretary of State and used to establish the legal existence of this corporation.

(iv) All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

Section 13. POLICIES

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

Appendix 1: Conflict of Interest Policy

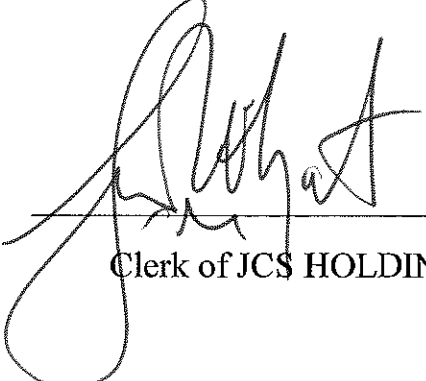
Appendix 2: Whistleblower Policy

Appendix 3: Document Retention and Destruction Policy

Appendix 4: Compensation Setting Policy

Appendix 5: Comprehensive Information Security Policy

I, Justin Wharton, the duly elected Clerk of JCS HOLDINGS INC do hereby attest that the foregoing is a true copy of the bylaws of the corporation and that said bylaws were duly adopted on Nov 19, 2013.



Clerk of JCS HOLDINGS INC

Appendix 1

JCS HOLDINGS INC
CONFLICT OF INTEREST POLICY

I. Definitions

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

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

II. Policy

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

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

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

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

Adopted November 19, 2013,  _____, Clerk,

JCS HOLDINGS INC

Appendix 2

JCS HOLDINGS INC
WHISTLEBLOWER POLICY

I. Expectation

JCS HOLDINGS INC (the “Non-profit”) expects directors, officers and employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

II. Open Door Policy

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

III. Requirement of Investigation

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

IV. Confidentiality

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

V. Protection from Retaliatory Action

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

VI. General Policy

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

*Adopted November 19, 2013,
HOLDINGS INC*



, Clerk, JCS

Appendix 3

**JCS HOLDINGS INC
DOCUMENT RETENTION AND DESTRUCTION POLICY**

I. Retention Policy

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

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

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

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

II. Electronic Documents and Records

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

III. Emergency Planning

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

IV. Document Destruction

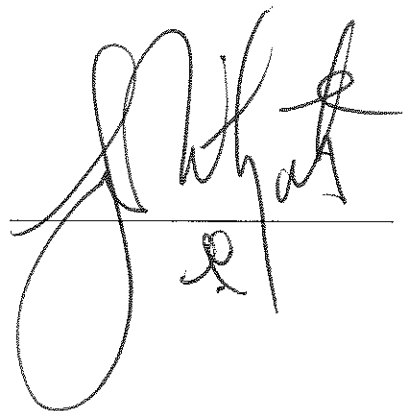
Documents should be eliminated at the end of the relevant retention period. Destruction of financial and personnel-related documents should be accomplished by shredding.

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

V. Compliance

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

Adopted November 19, 2013,
HOLDINGS INC



, Clerk, JCS

Appendix 4

JCS HOLDING INC.
COMPENSATION SETTING POLICY

I. Introduction

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

II. Policy

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

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

III. Guidelines

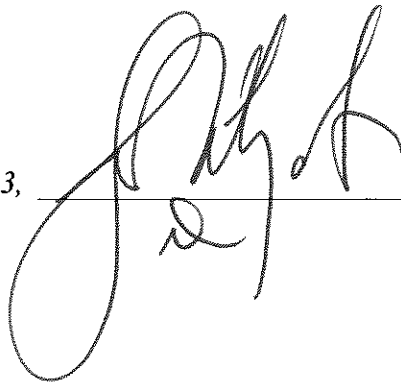
Compensation determinations made by the directors will be made in accordance with the following guidelines:

- i. In setting and determining the reasonableness of executive compensation, the board shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.
- ii. Board members involved in setting and approving executive compensation, as well as any third parties providing professional advice to the board members in connection with setting and approving executive compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Board members shall have no conflict of interest for these purposes if they (i) will not economically benefit from the compensation arrangement, (ii) are not family members of a person who will economically benefit, (iii) have no material financial interest affected by the compensation arrangement, and (iv) are not family members

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

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

Adopted November 19, 2013,
HOLDINGS INC



, Clerk, JCS

Appendix 5

JCS HOLDINGS INC

COMPREHENSIVE INFORMATION SECURITY POLICY

I. OBJECTIVE

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

II. PURPOSE

The purpose of the CISP is to:

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

III. DATA SECURITY COORDINATOR

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

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

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

IV. HANDLING PERSONAL INFORMATION

A. Paper Records

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

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

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

B. Electronically Held Records

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

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

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;

- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

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

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

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

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

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

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

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

C. Vendors

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

V. Training

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

VI. PERSONS SEPARATING FROM NON-PROFIT

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

VII. SECURITY BREACH AND NOTIFICATION

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

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

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

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

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

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

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

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

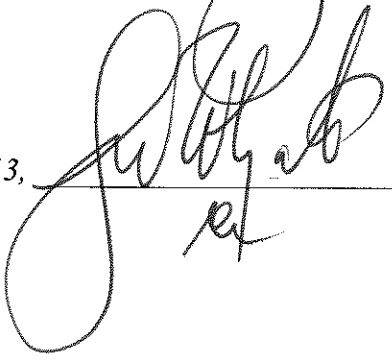
Documentation. Non-profit shall document all responsive actions taken in connection with any incident involving a security breach.

I, Justin Wharton, the duly elected Clerk of JCS HOLDINGS , do hereby attest that the foregoing is a true copy of the bylaws of the corporation and that said bylaws were duly adopted on Nov 19, 2013.



Clerk of JCS Holdings Inc.

*Adopted November 19,, 2013,
HOLDINGS INC*


_____, Clerk, JCS



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: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

YES

NO

PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Corporation Name	Chief Executive Officer	CEO Business Phone & Email	Corporation's Board Officers	Corporate Relationship to Applicant
1 EASTERN SUN, LLC	(LLC, no officers)		<p style="text-align: center;"><u>Managers of LLC:</u></p> <p>Christopher Talounis P.O. Box 2036, Orleans MA 02653 508 432 3413 C.talounis@comcast.net</p> <p>Salvatore Consiglio 53 Fox Crossing Road Brewster, MA 02631 508-896-3858 sconsiglio@comcast.net</p> <p>Justin Wharton 32 Ridgewood Road Orleans, Ma 02653, 508-246-1211 jkwharton@comcast.net</p>	Landlord/Property Owner

 ORIGINAL

REFERENCES
(Exhibit 1.9)

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1 Robert C. Guerette, MD	413-499-1489 rob@nei.org	Customer	1989-2013
2 David Maril	774-571-2130 davidmaril@hernanmaril.com	Customer	2008-2013
3 Deborah Kilgrow	508-240-2969 Djleone440@comcast.net	Customer	2010-2013

EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1 Executive Director	Christopher Talounis	[REDACTED]	Chris.HavenCenter@gmail.com 508-432-3413	P.O. Box 2036 Orleans, MA, 02653 BARNSTABLE COUNTY
2 Director of Finance	George Malloy	[REDACTED]	gmalloy@mbcpa.net 508-737-8241	20 Pilgrim Lake Terrace, Orleans, MA 02653 BARNSTABLE COUNTY
3 Director of Operations	Seth Bock	[REDACTED]	drsbock@gmail.com 401-743-7613	27 Holten Ave Newport, RI 02840
4 Director of Security and Compliance	James Ehrhart	[REDACTED]	chiefire@comcast.net 774-353-7015	22 Serenity Lane Brewster MA, 02631 BARNSTABLE COUNTY
5 General Manager	Salvatore Consiglio	[REDACTED]	sconsiglio@comcast.net 508-896-3858	53 Fox Crossing Rd, Brewster, MA 02631 BARNSTABLE COUNTY

6	Director of Patient Care	Barbara Sheehan		Saltydog153@yahoo.com 508-789-4468	153 Tower Hill Circle, Brewster, MA 02631 BARNSTABLE COUNTY
7	Director of Drug Prevention	Janet Albahari		Albahari@verizon.net 508-255-2500	44 Doran Drive, Brewster, MA 02631 BARNSTABLE COUNTY
8	Director of Community Outreach	Jill Talounis		jill_russell@comcast.net 508-432-3413	P.O.Box2036 Orleans, MA 02653 BARNSTABLE COUNTY
9	Director of Delivery and Facilities	Justin Wharton		jwharton@comcast.net 508-246-1211	32 Ridgewood Rd, Orleans, MA 02653 BARNSTABLE COUNTY
10	Director of Horticulture	Nicholas Hice		nick@denverreliefconsulting.com 303-907-7731	10203 vine Ct. Thornton, CO 80229
11	Cultivation Manager	James Barnes		James@farmstanza.com 508-410-9920	178 Tracy Lane, Brewster, MA 02631 BARNSTABLE COUNTY

**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: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Executive Director	Christopher Taloumis
2	Director of Finance	George Malloy
3	Director of Operations	Seth Bock
4	Director of Security and Compliance	James Ehrhart
5	General Manager	Salvatore Consiglio
6	Director of Patient Care	Barbara Sheehan
7	Director of Drug Prevention	Janet Albahari
8	Director of Community Outreach	Jill Taloumis
9	Director of Delivery and Facilities	Justin Wharton
10	Director of Horticulture	Nick Hice
11	Cultivation Manager	James Barnes

CHRISTOPHER TALOUMIS



Protection Plus Auto
Owner/Founder

Orleans, MA (1985 - Present)

Founded Protection Plus Auto and developed it into a well-respected brand within the small business community. Owner operator of an auto restoration business. Master Detailer and expert craftsman with over 25 years of professional experience.

- Meeting and exceeding customer expectations
- Overseeing every aspect of the operations of a company that specializes in restoring vehicles
- Responsible for the marketing, hiring, training and management of workforce
- Responsible for quality control
- Optimizing main website for search traffic and conducting extensive keyword search
- Developing innovative link building campaigns
- Developing creative advertising campaigns to generate new customer base and increase existing customer flow
- Maintain the profitability of business while controlling expenses and maintaining customer satisfaction
- Creating uniform, accurate expense reports in order to meet company's auditing standards, approval policies, and tax reporting requirements
- Building relationships with key industry insiders
- Attend product trade shows and work closely with suppliers to stay on top of the latest technologies in industry

Cape Cod Car
Owner/Founder

Orleans, MA (1986 - Present)

Established Cape Cod Car, a division of Protection Plus Auto, an automotive sales dealership, specializing in hand selected, quality, pre-owned collectable, classic and luxury vehicles. Cape Cod Car has more than 25 years of experience in the performance and luxury vehicle industries.

- Meeting and exceeding customer expectations
- Creating the annual dealership sales forecasts by estimating total vehicle sales, gross and operating profits, as well as expenses for the sales department

 ORIGINAL

CHRISTOPHER TALOUMIS

- Planning and implementing objectives for achieving sales and gross profits
- Overseeing standards for displaying and merchandising vehicles, as well as reviewing and initializing all promotions
- Coordinating the appropriate supply of vehicles and ordering/acquiring vehicle inventory accordingly
- Monthly reviews of forecasts and profits
- Implementing recommendations on both short and long-range advertising plans, sales promotions, leasing promotions and compensation plans
- Attending to customer complaints/concerns, ensuring that a high level of customer satisfaction is obtained
- Auditing all appraisals of trade-in vehicles
- Issuing all demonstration vehicles and ensuring that appropriate dealership records are maintained
- Keeping apprised of the federal, state, and local regulations that affect operations and complying with these regulations

Key Skills

- Lifelong entrepreneur
- Endurance
- Leadership
- Management Skills
- Planning/Organizing
- Financial planning abilities
- Problem-Solving/Reasoning
- Creativity
- Marketing Skills
- Communications Skills (listening, verbal, written)
- Analytical & Research Skills
- Adaptability
- Managing Multiple Priorities
- Interpersonal Abilities
- Motivational skills
- Ability to inspire
- Willingness to take unqualified responsibility
- Willingness to take the lead
- Teamwork and team building
- Computer & Technical Literacy Flexibility, Google Analytics, Adobe Photoshop, Web Development (HTML, SQL), Search Engine Optimization, Social Media Marketing
- Integrity/ethics

Resume of Christopher Taloumis
Executive Director of JCS HOLDINGS INC / DBA The Haven Center

Memberships

- Americans for Safe Access
- International Association for Cannabinoid Medicines
- The National Cannabis Industry Association's
- Cape Cod Chamber of Commerce
- Dennis Chamber of Commerce



ORIGINAL

STATEMENT OF QUALIFICATIONS

George W. Malloy C.P.A.
Mass License # 6662

 ORIGINAL

Academic and Professional Credentials

Master of Business Administration, Babson College, 1974

Bachelor of Science, Accounting, University of New Hampshire, 1971

Certified Public Accountant (MA License #6662)

Position and Experience as a CPA

Partner/Owner: MLBCPA, LLP. Certified Public Accountants, License # 818
(5 Years)

Partner/Owner George W. Malloy, C.P.A., P.C., Certified Public Accountant, License #353
(38 Years)

Qualified as a witness on business valuation issues – Barnstable County Probate Court

Qualified as a witness on business valuation issues – Norfolk County Probate Court

Professional Affiliations

American Institute of Certified Public Accountants

Massachusetts Society of Certified Public Accountants

Massachusetts Society of Certified Public Accountants Public Service Award, 1989

43 years of service in for-profit/non-profit Business area

Position and Experience

Director of Pause a While Inc (501 (c) (3) non-profit

Treasurer of Truro Firemen's Relief Association, Inc (501 (c) (3) non-profit

Past Deputy Fire Chief/Acting Fire Chief Town of Wellfleet Ma 02667

EMT Wellfleet Fire Department & Truro Fire Department (1978 thru 2010)

Resume of Seth Bock
Director of Operations of JCS HOLDINGS INC / DBA The Haven Center



Seth Harrison Bock, D.A.

COO Greenleaf Compassionate Care, Inc.

**27 Holten Avenue
Newport, R.I. 02840
Cell: 401-743-7613**



PROFESSIONAL EXPERIENCE

CEO/Founder

Greenleaf Compassionate Care Center, Inc.

2010 – Present

Portsmouth, RI

Doctor of Acupuncture

Owner

Newport Acupuncture and Wellness Spa, Inc.

2002- Present

Middletown, RI

Staff Acupuncturist

All That Matters, Inc.

2008-2009

Wakefield, R.I.

Credentialed Acupuncturist

Grand Islander

2007-Present

Middletown, R.I.

Staff Acupuncturist

Newport Athletic Club

2005-2006

Middletown, R.I.

Manager of Regulatory Affairs

Interventional Cardiology

Brigham and Women's Hospital

2001-2002

Boston, M.A.

Seth Harrison Bock, D.A.
COO Greenleaf Compassionate Care, Inc.

Protocol Manager

Brigham and Women's Hospital
1999-2001
Boston, M.A.

Protocol Tracking Officer

Dana Farber Cancer Institute, Boston
1996-1999

EDUCATION

New England School of Acupuncture

Master of Acupuncture and Oriental Medicine

UNIVERSITY OF MASSACHUSETTS

B.S. Biology
B.A. Geology

LICENSURE

Doctor of Acupuncture
Rhode Island

PRESENTATIONS

Bock, Seth (October 2013) Medical Marijuana, Conference presentation, Hospice and Palliative Care Federation of Massachusetts

Bock, Seth (2013) Medical Marijuana in Rhode Island, Visiting Nurses Association of Newport County

Bock, Seth (2012) Medical Marijuana and Drug Policy, Panel Discussion with the Director of the Rhode Island Department of Health, Hosted by Students for Sensible Drug Policy, Brown University, Providence, RI

Bock, Seth (2012) Medical Marijuana in Rhode Island, Yearly physician lecture series, Newport Hospital

Resume of Seth Bock
Director of Operations of JCS HOLDINGS INC / DBA The Haven Center



Bock, Seth (2011) Medical Marijuana for the Pharmacist, University of Rhode Island School of Pharmacy

Bock, Seth (2011) Medical Marijuana in Rhode Island, Holistic Health Series, Miriam Hospital, Pawtucket, RI

Bock, Seth (2006-2009) Chinese Medicine and Philosophy 101, Salve Regina University, Holistic Health Counseling

Bock, Seth (2007) Applying the principles of Chinese Medicine to Massage Therapy, Community College of Rhode Island, Massage Therapy Program

Bock, Seth (2006) Theories of Chinese Medicine and Tai Chi, Edward King House, Newport, RI

BOARDS AND VOLUNTEERING

Advisory Board Member

Community College of Rhode Island, Therapeutic Massage Program

2008-Present

Newport, R.I.

Historic District Commissioner

Newport, R.I.

2005-2007

Institutional Review Board Member

New England School of Acupuncture

2002-2004

Newton, M.A.

Complementary Therapies Task Force Member

Dana-Farber Cancer Institute

1997-1998

Boston, M.A.

President

Students for Environmental Action

Northeastern University

1992-1993

Boston, M.A.

AWARDS

Resume of Seth Bock
Director of Operations of JCS HOLDINGS INC / DBA The Haven Center

 ORIGINAL

Best Alternative Healer
2010, Newport Life Magazine

Best Spa
2010, Newport Mercury, Love Awards

James R. Ehrhart



PROFESSIONAL EXPERIENCE

Town of Brewster Police Department- February 1973- February 2006

- **Employed as Chief of Police**
- Chief Officer overseeing the entire operations of the police department including hiring, training, and discipline of all personnel in the department. Full responsibility for the enforcement of all criminal laws violations and public safety in the Town of Brewster.
- Directed, planned, and implemented all policies, objectives, and activities of the department to ensure operations in an efficient and productive manner.
- Prepare annual budgets for approval of Town Meeting, including those for funding or implementation of new and existing programs and personnel.
- Review and analyze legislation, laws, and public policy to evaluate for the benefit of the residence of Brewster.
- Attended public meetings with the Board of Selectmen and other town committees.
- Prepared bylaws for Town Meeting and ensured that the bylaws were enforced after acceptance.
- Supervised the operations of a 24 hour police/fire/911 dispatch facility for the Town.

Town of Brewster Emergency Management Department-February 1973-February 2006

- **Employed as Emergency Management Director**
- Prepared and maintained all resource materials and documents associated with emergency preparedness plans.
- Collaborate with other officials to prepare and analyze efficient plans for emergency response in time of disaster.
- Kept informed of federal, state, and local regulations impacting emergency plans and insure that response plans met these regulations.
- Train personnel in the preparation of long term plans that are compatible with federal and state laws.
- Coordinate disaster response and crisis management activities, such as ordering evacuations, opening public shelters, and implementing special need plans and programs.
- Applied for federal disaster funds for emergency management related needs.
- Designed training courses, evaluate emergency plans, attend meetings on current emergency management techniques, and maintained liaisons with other government officials involved with emergency management.



ORIGINAL

Resume of James Ehrhart

Director of Security and Compliance of JCS HOLDINGS INC / DBA The Haven Center

James R. Ehrhart

Town of Orleans Police Department- January 1968 – January 1973

- **Employed as Police Sergeant and Detective Sergeant.**
- Supervised and coordinated the patrol activities for various shifts. Directed the enforcement and arrest of criminal violators and resulting criminal prosecution.
- Maintained logs, prepared reports, and directed the preparation, handling, and maintenance of departmental records and evidence. Prepared appropriated news releases and responded to public directives.
- Cooperated with court personnel and officials from other law enforcement agencies and testified in court as necessary.
- Directed the collection, preparation, and handling of evidence and personal property of prisoners.
- Inform and supervised personnel under my direction in proper criminal laws enforcement, regulations and departmental policies.
- As detective, was in charge of all criminal investigation not handled by the patrol officers.

Additional skills-

Innovative cost effective manager for over 30 years for a municipal police department.

Family-

Married for 45 years with 2 children and 4 grandchildren.



ORIGINAL

SALES / SALES MANAGEMENT EXECUTIVE
Strategic Sales Planning • Market Expansion • Relationship Management

Exceptionally disciplined, results-driven sales professional with 25+ years record of achievement and demonstrated success driving multi-million dollar revenue growth while providing exemplary sales leadership in highly-competitive markets, International & Domestic. Solid track record in developing key customers and expanding product distribution to grow market share. Tenacious in building new business, forging strong relationships and securing customer loyalty. Exceptional mentor and coach, combining business acumen with innate leadership abilities in guiding winning sales team.

Key Strengths and Competencies

- High Impact Sales Presentations
- Multimillion-dollar Negotiations
- Exceptional Closing Skills
- Territory Growth Management
- New Product Launch
- Budgeting & Forecasting
- Team Leadership, Coaching and Mentoring
- Networking & Relationship Building

Selected Accomplishments

As Vice President, was instrumental in restructuring European retail division. Reorganized sales force by reducing head count and re-administering territorial responsibilities, adjusted product line offering and packaging to fit market needs, successfully changed channels of distribution. Resulting in 75% top line sales growth and 140% increase in revenues to bottom line, restored retail business to profitability within a three year period.

In the role of Commercial Director, successfully initiated and developed several new markets throughout East/Central Europe and Middle East by establishing new distributor relationships, contracting agency sales force and implementing customized pricing, inventory programs and incentive packages. Achieved 600% sales growth in the regions and generated \$7.5 million in revenues within two years, contributing an additional 10% in volume to the overall northern European business.

Pioneered Activewear (Imprint) division in the New England states achieving a record 300%+ of organic sales growth, \$21 million to \$66 million within a five year period. Applied a consistent, disciplined effort in new account prospecting, expanding into new channels of distribution and building solid relationships through key account servicing and territory management.

As a Sales Representative, consistently surpassed sales goals by more than 35% annually; doubled total account base within four years and was the first in the country to develop private label business. Generated outstanding sales growth over a five year span by taking business from \$4 million to \$13 million annually, earning national recognition.

Summary of Professional Experience

Dennis East International	Director of Sales, Yarmouthport, MA	11/10 - Present
Edun-Live	Business Consultant, New York	12/08- 01/2010
Risch Lau	Business Consultant, Vienna Austria	06/06-11/ 2008
Fruit of the Loom	V.P. Sales Europe, Telford England	2001 - 2006
Fruit of the Loom	Commercial Director N. Europe, Telford England	1999 - 2001
Fruit of the Loom	Activewear Specialist, Northeast US	1992 -1999

Education

Master of Science in Work Physiology, Long Island University, Brooklyn, NY Center
Bachelor of Science in Health Education, Long Island University Brooklyn, NY Center

Dennis East International, LLC

11/2010 – Present

Director of Sales

- Responsible for the company's overall sales directive
- Expand business from regional independent retailer focused to Mass market national distribution.
- Manage inside sales team and Rep groups nationally
- Direct Key Accounts responsibility

Edun-Live

12/2008 – 1/2010

Business Consultant (Contract)

- Analyzed existing Edun-Live business and provided recommendations for US distribution.
- Including: Distribution channels and customer base, Product assortment, styling and specifications.
- Established market pricing by channel of distribution and provided margins analysis
- Proposed new garment labels and branding for each product category and media
- Introductions to prospective customers

Risch Lau

Business Consultant (Contract)

06/2006 – 11/2008

- Assist in developing licensed apparel programs for Mass Market & Independent retail channels in Europe
- Vendor contract and pricing negotiations
- Introduction to Mass market retailers and distributors for Pan Europe distribution
- Establish Market pricing and consulted on distributor/retailer contracts

Fruit of the Loom

V.P. Sales, Europe

09/2001 – 04/2006

- Managed Pan Europe retail sales & North Europe Imprint sales divisions with annual revenues exceeding \$110 million.
- Direct sales and business development functions, including new products launch, key account management, customer relationship development, contract negotiations and order fulfillment.
- Lead Country managers and regional marketing associates located throughout Europe
- Established Pan Europe pricing structure and promotional plans.
- Set Country Managers and Sales team incentive plans
- Cultivated strong customer relationships.
- Maintained 12 month rolling forecast by country

Commercial Director, North Europe

08/1999 – 09/2001

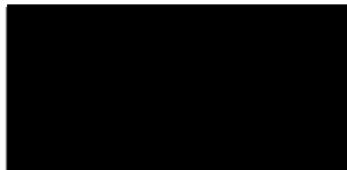
- Managed North Europe Imprint business unit, including counties UK & Ireland, Germany, Eastern & Central Europe, Scandinavian region and Middle East with an annual turnover of \$75 million.
- Design and implemented distributor pre-book and incentive packages.
- Set market pricing in six different currencies and manage exchange rate relationship.
- Established and created parameters for private label programs
- Fostered distributor relationships.
- Implemented sales policies, reporting procedures and other sales related disciplines

Activewear Specialist, Northeast US

01/1992 – 08/1999

- Managed Northeast, US Activewear (Imprint) business with total annual sales exceeding \$78 million.
- Handled all aspects of distributor business, including product placement, pre-book & incentive programs, customer service & sales team product line education seminars, developing business leads and inventory management.
- Developed and maintained private label business, including contract & pricing negotiations, pre-booking and managing order flow to and from customer.
- All functions of new business development and prospecting.

Barbara Sheehan RN



Experience:

Jordan Hospital Staff Nurse (*Plymouth, Ma, August 2010 to Present*)

- Provide quality care for oncology patients, medical- surgical patients, and cardiac patients on a 45 bed unit
- Performs role of Charge Nurse
- Serves as resource to all nursing disciplines on 7pm-7am shift
- Acts as patient advocate delivering quality assessment and treatment

Jordan Hospital Supervisor of Nursing (*Plymouth, Ma, July 2005-August 2010*)

- Utilizes skills to make swift, accurate decisions regarding staff and competency hospital wide
- Acts as resource for staff and outsources as necessary
- Communicates vertically and horizontally for problem solving and resolution regarding staff
- Supervises activity of all nursing units and assists with problems related to patient flow
- Adjusts and alters staffing to ensure safe patient care and fiscal considerations in allocating resources
- Serves as liaison between departments, doctors, patients, families and other facilities
- Communicates and supports new initiatives
- Provides educational support and alternatives in problem solving
- Responds to all in-house emergencies and crises

Jordan Hospital Staff Nurse (*Plymouth, Ma, November 2004-July 2005*)

- Float to all units of hospital depending on overall hospital needs
- Took Charge Nurse responsibilities based on hospital needs

Rehabilitation Hospital of Cape Cod and the Islands Staff Nurse (*Sandwich, Ma, July 2004- Nov. 2004*)

- Cared for orthopedic and neurological patients in an active rehabilitative setting consisting of 60 beds
- Attended frequent meetings with doctors, occupational and physical therapists, and the nursing team to facilitate recovery in individualized patient care team approaches

Barbara Sheehan RN



Hyannis Skilled Care Facility Nursing Supervisor *(Hyannis, Ma, May 2004-July 2004)*

- Supervised a four unit, 146 bed facility
- Coordinated staffing needs
- Resource to staff nurses
- Responded to emergencies and crises
- Participated in daily multidisciplinary team meetings coordinating residents care, needs and safety concerns

Cape Cod Hospital Staff Nurse *(Hyannis, Ma, July 1987-May 2004)*

- Provided care to Medical-Surgical, oncology and telemetry patients on both a 30 bed and 29 bed unit
- Performed as charge Nurse writing a comprehensive report on all patients, acting as a staff resource and delegating assignments based on patient acuity and staff experience
- Precepted graduate nurses, newly hired nurses and transitional nurses through the Bridges Program
- Team member in developing and initiating the Pilot Novice RN Development Program at Cape Cod Hospital

Education: Curry College- Present Enrollment in furthering my nursing degree toward a BSN

Cape Cod Community College

License: RN (active)- Massachusetts

Certifications: BLS Certification

ACLS Certification

References: Available on request

Resume of Janet Albahari
Director of Drug Prevention of JCS HOLDINGS INC / DBA The Haven Center

Janet Albahari



Objective

Build on current expertise in the new model of Solution Focused Therapy. Continue studies and research, while developing new and increasingly more effective and efficient systems of therapy for addiction and mental health counseling.

Experience: 2002 – Present Gosnold, Inc. Hyannis, MA.
Clinical Social Worker

- Assess, diagnose and treat adolescent and adults:
- Work individually with adolescents and adults on substance abuse, mental health and trauma.
- Facilitate an Intensive Outpatient group, an aftercare group for drug court clients, and a women’s group for recovering addicts with trauma and/or mental health issues.
- Acting supervisor for individual clinician and advisor for Solution Focused therapeutic models and application.

2001-2002 Gosnold, Inc. Hyannis, MA.
Clinical Social Worker Intern

- Met with individual clients.
- Assessed, diagnosed and treated adults for substance and mental health issues
- Co-leader for day and evening intensive outpatient treatment groups.
- Coordinated ancillary services for drug court clients.

2000-2001 MSPCC Hyannis, MA.
Clinical Social Worker Intern

- Provided individuals/families with in-home counseling services

1992-2000
Assistant to the Town Planner, Orleans, MA.

- Scheduled appointments, kept books, processed payroll, reorganized and computerized all files, books and periodicals for the Planning Office.
- In absence of a Town Planner for sixteen months, was responsible for trafficking requests from and working with the town’s planning board members, town administrator and state officials.

Resume of Janet Albahari

Director of Drug Prevention of JCS HOLDINGS INC / DBA The Haven Center

- Gained experience in working with local, state, and federal officials.

Janet Albahari



Education:

1999-2002 **Boston University** **Boston, MA.**
Master of Science Degree in Social Work
Upon graduating, recognized with highest GPA

1989-1991 **Southern Vermont College** **Bennington, VT**
Bachelor of Arts in Environmental Studies

Continuing Education:

2000-current

Treating Adolescents
Trauma
Addiction
General Counseling
Human Sexuality
Treating Veterans
Grief and Loss
Pain Management
Building Bridges to Recovery
Serving our Veterans – Behavioral Health
Experiencing Trauma and War
Cognitive Processing Therapy for PTSD in Veterans and Military Personnel
Basic Introduction to HIV/AIDS
Working with Traumatized Parents
Psychological First Aid (Behavioral Health Disaster Response)
Implementing Seeking Safety
Frontiers of Trauma Treatment
Couples Treatment with Traumatized Clients
Substance Abuse in Adolescents: Treatment Strategies and Challenges
Eye Movement Desensitization and Reprocessing,
Addictive Disorders, 2005
Addictive Disorders, 2002

 ORIGINAL

Jill M. Taloumis


jill_russell@comcast.net

**PROFESSIONAL
EXPERIENCE**

NEW ENGLAND BAPTIST HOSPITAL Boston, MA
O.R. Clinical Nurse March 2000-March 2003
Collaborate with all disciplines within the perioperative setting to ensure optimal outcome for patient, and ensure patient safety. Scrub and circulate multi-specialties with focus on orthopaedic surgery. Use holistic approach for patient assessment in all three phases of the perioperative experience. Identify areas of improvement and collaborate with peers to identify solutions. Precept and orient new RNs to the perioperative role. Focus on patient advocacy throughout the entire perioperative experience.

MEDFORD DIALYSIS CENTER Medford, MA
Inservice Coordinator, RN January 1998-March 2000
Responsible for support and delivery for all company policies and procedures. Developed, planned, and implemented an education program for all facility personnel. Developed instructional materials to assist new personnel to become oriented to facility and operational techniques. Assisted social worker in planning patient education programs. Evaluated inservice needs of clinical staff. Determined effectiveness of orientation materials and procedures in collaboration with Director of Nursing and Medical Director. Supervised 20 employees within two hemodialysis units.

Staff Nurse November 1996-January 1999
Responsibilities included coordinating and administering direct nursing care to primary and associate dialysis patients; educating patients and their families regarding renal disease, dialysis and medication therapies; instituting appropriate interventions in response to emergency situations; coordinating plan of care with physicians and other health care professionals. Charge Nurse duties included managing incoming patient load, assigning oncoming shifts, notifying physicians of critical patient issues. Assisted in planning, supervision, and instruction of patient care technicians and support staff.

EDUCATION

Lawrence Memorial Hospital School of Nursing, Medford, MA
Diploma with Honors-June 1998
Eleanor Dickinson Memorial Award for Excellence in Mental Health Nursing

LICENSURE

Massachusetts License Number-218193
Hemodialysis Certification

Justin Wharton

Objective: To design and build a state of the art medical marijuana facility and a team to service and provide the community with medicine, education, supplies and support.

Education:

High School: Columbia High School, Maplewood New Jersey

College: Plymouth State University, Plymouth, New Hampshire
Montclair State University, Montclair, New Jersey

Experience:

HomeWatch, Inc.

Brewster, MA

President July 1988 to present

- Management of entire company operation
- Management of company expenses, budget and forecasting
- Oversee daily scheduling of staff
- Meet and Greet all new customers
- Provide client new project estimates

McPhee Associates

Dennis, MA

Foreman February 1986 to May 1988

- Managed crew in complete construction of custom homes

Finish Carpenter June 1985 to February 1986

Altered Estates

Milburn, NJ

Self Employed March 1983 to June 1985

- Managed Residential Remolding Company with staff of six to ten

J&E Custom Builders

South Orange, NJ

Partner January 1981 to March 1983

- Partner in Residential Remolding Company
- Oversaw company operation

Ziray Associates

Tewksbury, NJ

Carpenter October 1981 to March 1983

Bob Hume Construction

Maplewood, NJ

Carpenter October 1977 to October 1981

- Managed remolding and repairs for customer homes

Hobbies

Bee Keeping, Reading, Yoga, Woodworking/Hand Tool Joinery

Nicholas Adam Hice

 ORIGINAL

Professional Experience

Denver Relief Consulting, LLC.

March 2011 to Present

Owner and Lead Cultivation Consultant

- Specializes in stabilizing controlled growing environments, minimizing pests and pathogen harms, and implementing nutrient monitoring systems.
- Assists in the design, development, and management of cultivation facilities throughout the country.
- Performs advanced cultivation research and development.

Denver Relief, LLC.

January 2010 to Present

Owner and Cultivation Manager

- Manages all cultivation employees and the day-to-day operations of the cultivation facility.
- Oversees all plant care applications and treatments.
- Ensures compliance with all applicable regulations and company policies.

Caesars Creek Nursery & Landscaping

February 2001 to January 2010

Sales & Design Associate, 2001-2003

- Sales representative for landscaping materials and designs.

Project Manager, 2003-2010

- Responsible for overseeing landscaping projects.
- Delegated project tasks and managed a three to five man crew.

Education

University of Dayton, OH.

August 1996 to December 2000

Bachelor's in Communication Management

Other Achievements

- U.S. Cannabis Cup: Winner of the "Best Hybrid" award for OG-13, 2013
- Hemp Connoisseur Championship: 1st place Indica, 2nd place Hybrid, 2nd place Sativa, 2012
- Ohio Nursery & Landscape Association (ONLA) Certification Committee Member, 2007-2009
- Certified Allan Block Wall Installer, July 2009
- Ohio Certified Nursery Technician (OCNT) Grower Cert.#719, January 2006
- Completed Landscape Irrigation Service Education Series, February 2004
- Completed Irrigation System Troubleshooting, February 2004
- OCNT Landscape Installer Cert.# 3012, January 2003
- Completed Landscape Design Short Course for Residential Properties Course II 12/03
- Commercial Pesticide Applicator Lic.#33204, March 2002
- University of Dayton Football Team, 1996-1997

James Barnes

Professional experience

2012 – Present Cape Abilities Inc. Hyannis, MA

Farm Manager

- Oversee day to day operations of two farms located in Dennis, MA and Marstons Mills, MA
- Design and implement production plan for hydroponic vegetable farm
- Design and implement integrated pest management program
- Manage and mentor individuals with disabilities that work at the farm
- Purchase all growing supplies
- Oversee retail and wholesale distribution of produce

2009 – 2011 Maffei Landscape Contractors Mashpee, MA

Horticulture Manager

- Sell, design and manage the installation of flower gardens to high-end residential and commercial customers
- Sell, design and manage garden maintenance program, and Fall and Christmas décor programs
- Purchase all materials used on installations
- Provide horticultural tech support for entire company

2007 - 2009 Shemin Nurseries Inc. Lexington, MA

Sales & Sourcing Specialist

- Drove sales growth through adding new product lines and aggressive direct sales programs
- Managed purchasing and inventory for two re-wholesale landscape supply sites
- Set pricing in bid & quote process as Sales Manager
- Worked with teams in two locations on in-store marketing

2002 – 2007 Mahoney's Garden Centers Osterville, MA

General Manager

- Increased sales approximately 1 million (80%) in four years
- Made fantastic customer service the standard
- Hired and managed a staff of 30 + people
- Purchased live goods and hard goods
- Implemented seamless merchandizing and marketing
- Held several community education programs

2000 - 2001 Walt Disney World Lake Buena Vista, FL

Plant Science Intern

- Led one-hour tours, teaching Walt Disney Guests about sustainable agriculture
- Managed vegetable production greenhouse with a multi-national team
- Managed vegetable distribution to Walt Disney restaurants

James Barnes

Education

1998 – 2000 University of Massachusetts Amherst, MA

Bachelor of Science Degree/ Plant and Soil Sciences

- Courses of study in science include: Soil Science, Botany, Plant Physiology, Greenhouse Management, Bedding Plant Production, Herbaceous Perennials, Weed Science, Plant Pathology, Plant Nutrition
- Courses of study in business include: Management, Small Business Finance, Human Resource Management, Accounting, Marketing, Resource Economics

1996 – 1998 Stockbridge School of Agriculture Amherst, MA

Associate of Science Degree/ Fruit and Vegetable Crops

- Courses of study include: Insect Control, Integrated Pest Management, Pesticide Applicator Training, Small Fruit Production, Deciduous Orchard Science, Vegetable Production

References

Tim Blank, President

Future Growing LLC (Formerly Greenhouse Operations Manager at Walt Disney World)

<http://www.futuregrowing.com> (407) 497-3367

Tom Mahoney, President

Mahoney's Garden Centers

Winchester, MA (781) 729 – 5900

Steven Malatesta

Turner/Sports Illustrated Digital

Strategic Planning Manager

One Time Warner Center 18 - 217

New York, New York (212) 275 6233

Ernie Drougas, Northeast Sales Manager

Unique Lighting Systems, The Toro Company

Woburn, MA (781) 530 - 0888

 ORIGINAL

EVIDENCE OF CAPITAL
(Exhibit 4.1)

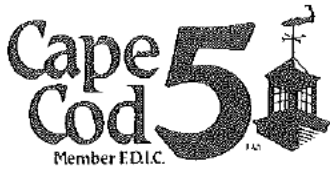
This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Total Capital needed for this application: \$ 513,174.90 (\$880,000.00 Total for project)

Attach one-page bank statement.



P.O. Box 86 • Orleans, Massachusetts 02653 • 508-240-0500

Banking on
Cape Cod's Future
Since 1855

THE CAPE COD FIVE CENTS SAVINGS BANK

November 8, 2013

Below is a listing of all of your accounts and their current balances as of November 8, 2013:

JCS HOLDINGS INC				
	Product	Balance	Maturity Date	Rate
<i>Checking</i>				
	• Basic Business Checking	\$513,174.90		
	██████████	\$513,174.90		
<i>Owner</i>				
	<i>Other</i>			
	Household Customer	\$0.00		
	██████████			
	HH RELATED			

If you have any questions, please give me a call at 508-240-1710 if may further assist you .

Sincerely,

Michael S. Dunford
Assistant Vice President
Banking Center Manager

ORIGINAL

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

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center 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 Christopher Taloumis	P.O. Box 2036 Orleans Ma 02653	\$293,333.33 % 33.3	Cash	Executive Director	Payback to Christopher Taloumis: No interest no payment for 12 months. 5 year 7% payback starting in year two
2 Salvatore Consiglio Telephone: 508-	53 Fox Crossing Road Brewster, MA 02631	\$ 293,333.33 % 33.3	Cash	General Manager	Payback to Salvatore Consiglio: No interest no payment for 12 months. 5 year 7% payback starting in year two
3 Justin Wharton	32 Ridgewood Road Orleans, Ma 02653,	\$ 293,333.33 % 33.3	Cash	Delivery/Operations Manager	Payback Justin Wharton: No interest no payment for 12 months. 5 year 7% payback starting in year two

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

CAPITAL EXPENSES
(Exhibit 4.3)

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center Application # (if more than one): _____

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$0	Landlord to provide turnkey facility
2	Environmental survey	\$2,500	Phase 1 Environmental Assessment
3	Permits and Fees	\$0	Landlord to provide turnkey operation
4	Security assessment	\$1,500	Third-party review of security plans
5	Land/building cost	\$0	Landlord to provide turnkey operation
6	Site clean-up and preparation	\$0	Landlord to provide turnkey operation
7	Other- contingency	\$400	10% of planning and development budget
8	_____		
9	_____		
	Build-out Costs		
1	Construction expenses	\$0	Landlord to provide turnkey operation
2	Painting and finishes	\$0	Landlord to provide turnkey operation
3	Security system	\$40,800	
4	Landscape work	\$0	Leased facility
5	Parking facility	\$0	Leased facility
6	Other- contingency	\$4,080	10% of build-out costs
8	_____		
9	_____		
	Equipment Costs		
1	Vehicles and transportation	\$8,000	Vehicle vault and GPS tracking equipment for EMT leased vehicle
2	Cultivation equipment	\$187,275	Includes bulbs and ballast, tables and trays, environmental controllers, irrigation equipment, etc.
3	Furniture and storage needs	\$26,500	Includes vault and safes, counters, office furniture, and reception furniture
4	Computer equipment	\$8,000	Dispensary, cultivation and manufacturing computers and POS equipment
5	HVAC	\$0	Leasehold HVAC upgrade
6	Kitchen/food prep equipment	\$10,000	Extraction and packaging equipment
7	Other- describe		
8	_____		
9	_____		
	TOTAL	\$289,055	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Budget Period: 09/2014 to 08/2015

Projected Number of Patients: 1,464 and Number of Visits: 49,181

		Year ONE Budget	Budget Notes ⁱ
REVENUE			
1	Medical Marijuana sales	\$3,137,566	Marijuana and infused products (net of \$635,172 patient hardship discounts)
2	Other supplies sold	\$756,656	Vaporizers
3	Other revenue sources	\$6,248	Delivery fees – free for hardship patients
A	TOTAL REVENUE:	\$3,900,469	
PAYROLL EXPENSES			
	Personnel Category	# FTE	
1	Administrative and operations	4	F/T - ED, COO, Security & Compliance and P/T - Bookkeeper
2	Cultivation and processing	9	Cultivation, processing and delivery staff
3	Manufacturing	3.5	Production manager and assistant
4	Dispensary	7	FT – Manager, dispensary agents, PT - Outreach
B	TOTAL SALARIES	23.5	\$626,631
C	Fringe Rate and Total	16.0%	\$100,431
			Includes taxes, insurance, training, licensing, 3% match pension, 6% HSA
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$727,062
OTHER EXPENSES			
1	Consultants	\$55,000	Cultivation consultants
2	Equipment	\$0	No additional equipment purchases year 1 – start-up equipment in capital budget
3	Supplies	\$410,680	Cultivation, manufacturing and dispensary supplies
4	Office Expenses	\$35,380	Office supplies, scale and alarm permit fees, postage, travel, meals and software licensing fees
5	Utilities	\$89,474	Gas, electric and water
6	Insurance	\$20,063	GL, E&O, Product, Umbrella and Property Casualty (25% in Pre-Development line 20)
7	Interest	\$0	Interest deferred to year 2
8	Depreciation/Amortization	\$49,666	Straight line
9	Leasehold Expenses	\$0	Maintenance see line 16
10	Bad Debt	\$0	No credit sales
13	Banking and Processing Fees	46,880	Account fees and debit card processing fees

14	Business Personal Property Tax	\$10,068	Estimated 3.9% of assessed equipment and capitalized start-up expense value
15	Delivery program	\$13,348	Vehicle maintenance, gas, insurance, logistics software and GPS tracking service
16	Facilities maintenance & uniform service	\$25,180	Regular maintenance, towel and uniform service
17	Laboratory testing fees	\$126,146	Assumption: \$250 per analysis
18	License fee	\$60,000	Annual plus legal review
19	Patient education and outreach	\$13,500	Printing educational materials, interpreter services and outreach events
20	Pre-development expenses	\$107,221	Expenses prior to start of operations (1/14-9/15) including rent, deposits, legal and accounting fees, first annual license fee \$50,000
21	Professional services	\$30,148	Legal and accounting
22	Rent	\$62,400	NNN
23	Security	\$25,500	Includes internet service, cell back-up - Monitoring, video storage, door access reports and maintenance
E	TOTAL OTHER EXPENSES	\$1,073,902	
	TOTAL EXPENSES: (D+E)	<u>\$ 1,800,964</u>	
	DIFFERENCE	\$2,099,505	

¹ Enter short explanation of expenses

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center
 Fiscal Year Time Period: 09/2014 – 08/2016 Projected Start Date for the First Full Fiscal Year: 09/01/2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2015	SECOND FULL FISCAL YEAR PROJECTIONS 2016	THIRD FULL FISCAL YEAR PROJECTIONS 2017
Projected Revenue	\$4,535,643 Gross (635,172) Hardship Discounts	\$ 9,770,915 Gross (2,702,872) Hardship Discounts	\$15,387,873 Gross (4,572,359) Hardship Discounts
Projected Expenses	\$ 727,062 Payroll \$ 1,073,902 Other Expenses	\$ 1,182,740 Payroll \$ 1,201,412 Other Expenses	\$ 2,046,873 Payroll \$ 1,757,122 Other Expenses
TOTAL :	\$ 2,099,505 (Before Income Taxes)	\$ 4,683,891 (Before Income Taxes)	\$ 7,011,519 (Before Income Taxes)
Number of Patients	1,464	2,927	5,855
Number of Patient Visits	49,181	140,518	281,035
Projected % of growth rate annually	xx%	Number of Patients: 99.9% Number of Visits: 185.7%	Number of Patients: 100.0% Number of Visits: 99.9%
Total FTE in staffing	23.5 FTE	30.5 FTE	50 FTE
Projected Medical Marijuana Inventory	1,016 Lbs. (Cumulative) 127 Lbs. (Year-End Inventory)	1,523 Lbs. (Cumulative) 127 Lbs. (Year-End Inventory)	1,841 Lbs. (Cumulative) 254 Lbs. (Year-End Inventory)

**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: JCS HOLDINGS INC / DBA The Haven Center Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
32 American Way, South Dennis, MA 02660	Barnstable	Lease

Commercial Lease

 ORIGINAL

Parties:

EASTERN SUN, LLC, a Massachusetts Limited Liability Corporation, having a principal place of business at 12 Tower Hill Circle, Brewster, MA 02631, hereinafter referred to as “Landlord” which expression shall include its successors and assigns, where the context so permits, does hereby lease to

JCS HOLDINGS, INC., a Massachusetts nonprofit corporation, having a principal place of business at 245 Route 6A, Orleans, MA 02653, hereinafter referred to as “Tenant” which expression shall include its successors and assigns, where the context so permits, the following premises:

Land and Buildings at 32 American Way, South Dennis, MA 02660

Purpose: The purpose of this lease is to secure to Tenant a location for the operation of a nonprofit Registered Marijuana Dispensary pursuant to 105 CMR 725.000.

Term: The term of this Lease shall be for Five (5) years, commencing seven (7) days after the issuance of a provisional certificate of registration to Tenant by the Department of Public Health, and terminating Sixty (60) Months thereafter.

Rent: Tenant shall pay rent to Landlord as follows: Six Thousand Five Hundred (\$6,500.00) Dollars per month, payable on the commencement date and on the same day each month thereafter for the first year of this Lease. In subsequent years, rent may increase to offset Landlord’s additional costs but in no event shall rent for any year exceed 10% of the previous year.

Rental payments not received within ten (10) days of the due date shall be subject to a late charge equal to three (3%) percent of the late payment amount.

Additional Rent: In addition to the rental payments required by this Lease, Tenant shall pay to Landlord all real estate taxes assessed to the premises and all hazard insurance premiums. Landlord shall notify Tenant of all real estate taxes and hazard insurance premiums, in writing, and Tenant shall pay the same to Landlord within Twenty (20) days.

Option to Renew: Tenant shall have the option to renew this Lease for an additional three (3) year term, by written notice to Landlord ninety (90) days prior to the end of the initial lease term. In the event Tenant exercises its option to renew, rent for the renewal period shall not exceed the escalation limit as aforesaid.

Security Deposit: Tenant shall pay Landlord a security deposit in the amount of Six Thousand (\$6,500.00) Dollars upon commencement of the Lease. Landlord shall not be obligated to place the security deposit in an interest-bearing account.

Utilities: Tenant shall be responsible for the payment of all utility charges, including heat, electricity, water, telephone, internet, security and trash removal and shall indemnify and hold Landlord harmless from any and all responsibility for the same.

Use of Leased Premises: Tenant shall use the leased premises for the purpose of a Registered Marijuana Dispensary and related functions. Tenant shall be responsible for obtaining all necessary permits and approvals for this business.

Title. Landlord covenants that it has the right and authority to enter into this lease, and that upon commencement thereof, Tenant shall have exclusive possession thereof.

Compliance with Laws: The Tenant acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which shall be noisy, offensive or contrary to any state law or municipal by-law or ordinance in force in the city or town in which the premises are located.

Hazard Insurance: The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the premises, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Landlord shall maintain fire insurance on the premises; Tenant shall, pursuant to the "Additional Rent" provisions set forth above, reimburse Landlord for all hazard insurance premiums.

Maintenance of the Premises: Tenant agrees to maintain the leased premises in the same condition as they were at the commencement of this Lease, reasonable wear and tear, damage by fire or any other casualty only excepted, and whenever necessary, to replace plate glass or other glass therein.

Tenant shall be responsible for all repairs to the exterior and interior of the premises, including mechanical systems: plumbing, heating and electrical systems, septic pumping and maintenance. The Tenant shall be responsible for landscaping and snow removal. Tenant agrees to keep the premises in good repair and condition.

Alterations, Additions: Tenant shall not make any structural alterations or additions to the leased premises, but may make non-structural alteration, provided that the Landlord has consented thereto in writing. The Landlord's consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the present level of construction. Tenant shall not permit any mechanic's liens or similar liens to remain upon the leased premises for labor and materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to Landlords. Tenant shall provide its own signs and shall obtain all required permits and approvals.

Assignment, Subleasing: Tenant shall not assign or sublet the whole or any part of the leased premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding such consent, Tenant shall remain liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease.

Subordination: The Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage.

Landlord's Access: Subject to 105 CMR 725.000, the Landlord or agents of Landlord may, at reasonable times and upon reasonable notice of at least twenty-four (24) hours, enter to view the premises and to make repairs or alterations and may show the leased premises to others.

If the Tenant does not exercise the option to renew this Lease, or upon any default by Tenant which shall continue for more than thirty (30) days, Landlord shall have the right to place "For Sale" and/or "For Lease" signs on the property.

Indemnification and Liability: The Tenant shall save the Landlord harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the leased premises. The removal of snow and ice from the premises shall be Tenant's responsibility and Tenant shall save Landlord harmless from any claim or damage resulting from Tenant's failure to remove snow and ice from the premises.

Tenant's Liability: The Tenant shall maintain comprehensive general liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence, and in the aggregate, in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the Landlord as well as the Tenant against injury to persons or damage to the property. The Tenant shall provide Landlord with certificates of insurance at or prior to the commencement of this Lease and thereafter, within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that the policies shall not be cancelled without at least ten (10) days prior written notice to each insured named therein.

Fire, Casualty, Eminent Domain: Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made and Tenant may elect to terminate this Lease if:

Landlord fails to give written notice within thirty (30) days from the date of fire, casualty or taking by eminent domain, of intention to restore the leased premises;

Landlord fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The Landlord reserves and the Tenant grants to the Landlord, all rights that the Tenant may have for damages or injury to the leased premises for any taking by eminent domain, except for damages to the Tenant's fixtures, property or equipment.

Default and Bankruptcy: In the event that: (1) the Tenant shall default in the payment of any installment of rent or other sum specified to be payable by Tenant and such default shall continue for ten (10) days after written notice thereof; or (2) the Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or (3) the Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Tenant's property for the benefit of creditors, then the Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this Lease ended and to remove Tenant's property, without prejudice to any remedies which might otherwise be used for arrears of rent or other default. The Tenant shall indemnify Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the Lease term. If the Tenant shall

default, after reasonable notice thereof, in the observation or performance of any provision of this Lease, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees and costs in instituting, prosecuting or defending any such action or proceeding, such sums paid or obligations incurred, shall be paid by the Tenant to the Landlord, as additional rent, with interest at the rate of Eighteen (18%) percent per annum, on the unpaid balance until paid.

Upon default and following written request by the Landlord, the Tenant shall remove all Tenant's goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the leased premises). Tenant shall deliver the leased premises to Landlord, together with all keys thereto and fixtures connected therewith, and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the lease term, reasonable wear and tear and damage by fire or other casualty only accepted. In the event of the Tenant's failure to remove any of Tenant's property from the premises, Landlord is authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of said property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

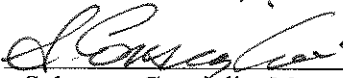
Upon default by Tenant and termination by Landlord as set forth herein, Landlord shall be entitled to retain all payments made by the Tenant prior to the date of termination. Upon request by Landlord, Tenant shall execute a Termination of Lease.

Notice: Any notice from Landlord to Tenant, relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed by registered or certified mail, return receipt requested, postage prepaid, to the Tenant at: 245 Route 6A, Orleans, MA 02653 or to such other address as Tenant may have directed, in writing. Any notice from the Tenant to the Landlord relating to the leased premises or the occupancy thereof, shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, to the Landlords at: 12 Tower Hill Circle, Brewster, MA 02631 or to such other address as the Landlord may have directed, in writing.

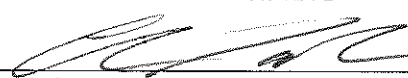
Additional Provisions: The Agreement shall be executed in several counterparts and shall be construed according to the Laws of the Commonwealth of Massachusetts.

A copy of this lease may be provided to the Department of Public Health to satisfy the requirements of Section 5 of the Tenant's RMD registration application.

Landlord
Eastern Sun, LLC

By: 
Salvatore Consiglio, Manager

Tenant
JCS HOLDINGS INC

By: 
Christopher Taloumis, President

Date: 11/05/13

Date: 11.5.13

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: JCS HOLDINGS INC / DBA The Haven Center Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
32 American Way, South Dennis, MA 02660	Barnstable	Lease

Commercial Lease

 ORIGINAL

Parties:

EASTERN SUN, LLC, a Massachusetts Limited Liability Corporation, having a principal place of business at 12 Tower Hill Circle, Brewster, MA 02631, hereinafter referred to as “Landlord” which expression shall include its successors and assigns, where the context so permits, does hereby lease to

JCS HOLDINGS, INC., a Massachusetts nonprofit corporation, having a principal place of business at 245 Route 6A, Orleans, MA 02653, hereinafter referred to as “Tenant” which expression shall include its successors and assigns, where the context so permits, the following premises:

Land and Buildings at 32 American Way, South Dennis, MA 02660

Purpose: The purpose of this lease is to secure to Tenant a location for the operation of a nonprofit Registered Marijuana Dispensary pursuant to 105 CMR 725.000.

Term: The term of this Lease shall be for Five (5) years, commencing seven (7) days after the issuance of a provisional certificate of registration to Tenant by the Department of Public Health, and terminating Sixty (60) Months thereafter.

Rent: Tenant shall pay rent to Landlord as follows: Six Thousand Five Hundred (\$6,500.00) Dollars per month, payable on the commencement date and on the same day each month thereafter for the first year of this Lease. In subsequent years, rent may increase to offset Landlord’s additional costs but in no event shall rent for any year exceed 10% of the previous year.

Rental payments not received within ten (10) days of the due date shall be subject to a late charge equal to three (3%) percent of the late payment amount.

Additional Rent: In addition to the rental payments required by this Lease, Tenant shall pay to Landlord all real estate taxes assessed to the premises and all hazard insurance premiums. Landlord shall notify Tenant of all real estate taxes and hazard insurance premiums, in writing, and Tenant shall pay the same to Landlord within Twenty (20) days.

Option to Renew: Tenant shall have the option to renew this Lease for an additional three (3) year term, by written notice to Landlord ninety (90) days prior to the end of the initial lease term. In the event Tenant exercises its option to renew, rent for the renewal period shall not exceed the escalation limit as aforesaid.

Security Deposit: Tenant shall pay Landlord a security deposit in the amount of Six Thousand (\$6,500.00) Dollars upon commencement of the Lease. Landlord shall not be obligated to place the security deposit in an interest-bearing account.

Utilities: Tenant shall be responsible for the payment of all utility charges, including heat, electricity, water, telephone, internet, security and trash removal and shall indemnify and hold Landlord harmless from any and all responsibility for the same.



Use of Leased Premises: Tenant shall use the leased premises for the purpose of a Registered Marijuana Dispensary and related functions. Tenant shall be responsible for obtaining all necessary permits and approvals for this business.

Title. Landlord covenants that it has the right and authority to enter into this lease, and that upon commencement thereof, Tenant shall have exclusive possession thereof.

Compliance with Laws: The Tenant acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which shall be noisy, offensive or contrary to any state law or municipal by-law or ordinance in force in the city or town in which the premises are located.

Hazard Insurance: The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the premises, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Landlord shall maintain fire insurance on the premises; Tenant shall, pursuant to the "Additional Rent" provisions set forth above, reimburse Landlord for all hazard insurance premiums.

Maintenance of the Premises: Tenant agrees to maintain the leased premises in the same condition as they were at the commencement of this Lease, reasonable wear and tear, damage by fire or any other casualty only excepted, and whenever necessary, to replace plate glass or other glass therein.

Tenant shall be responsible for all repairs to the exterior and interior of the premises, including mechanical systems: plumbing, heating and electrical systems, septic pumping and maintenance. The Tenant shall be responsible for landscaping and snow removal. Tenant agrees to keep the premises in good repair and condition.

Alterations, Additions: Tenant shall not make any structural alterations or additions to the leased premises, but may make non-structural alteration, provided that the Landlord has consented thereto in writing. The Landlord's consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the present level of construction. Tenant shall not permit any mechanic's liens or similar liens to remain upon the leased premises for labor and materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to Landlords. Tenant shall provide its own signs and shall obtain all required permits and approvals.

Assignment, Subleasing: Tenant shall not assign or sublet the whole or any part of the leased premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding such consent, Tenant shall remain liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease.

Subordination: The Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage.

Landlord's Access: Subject to 105 CMR 725.000, the Landlord or agents of Landlord may, at reasonable times and upon reasonable notice of at least twenty-four (24) hours, enter to view the premises and to make repairs or alterations and may show the leased premises to others.

If the Tenant does not exercise the option to renew this Lease, or upon any default by Tenant which shall continue for more than thirty (30) days, Landlord shall have the right to place "For Sale" and/or "For Lease" signs on the property.

Indemnification and Liability: The Tenant shall save the Landlord harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the leased premises. The removal of snow and ice from the premises shall be Tenant's responsibility and Tenant shall save Landlord harmless from any claim or damage resulting from Tenant's failure to remove snow and ice from the premises.

Tenant's Liability: The Tenant shall maintain comprehensive general liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence, and in the aggregate, in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the Landlord as well as the Tenant against injury to persons or damage to the property. The Tenant shall provide Landlord with certificates of insurance at or prior to the commencement of this Lease and thereafter, within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that the policies shall not be cancelled without at least ten (10) days prior written notice to each insured named therein.

Fire, Casualty, Eminent Domain: Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made and Tenant may elect to terminate this Lease if:

Landlord fails to give written notice within thirty (30) days from the date of fire, casualty or taking by eminent domain, of intention to restore the leased premises;

Landlord fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The Landlord reserves and the Tenant grants to the Landlord, all rights that the Tenant may have for damages or injury to the leased premises for any taking by eminent domain, except for damages to the Tenant's fixtures, property or equipment.

Default and Bankruptcy: In the event that: (1) the Tenant shall default in the payment of any installment of rent or other sum specified to be payable by Tenant and such default shall continue for ten (10) days after written notice thereof; or (2) the Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or (3) the Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Tenant's property for the benefit of creditors, then the Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this Lease ended and to remove Tenant's property, without prejudice to any remedies which might otherwise be used for arrears of rent or other default. The Tenant shall indemnify Landlord against all loss of rent and other payments which the Landlord may incur by reason of such termination during the residue of the Lease term. If the Tenant shall

default, after reasonable notice thereof, in the observation or performance of any provision of this Lease, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees and costs in instituting, prosecuting or defending any such action or proceeding, such sums paid or obligations incurred, shall be paid by the Tenant to the Landlord, as additional rent, with interest at the rate of Eighteen (18%) percent per annum, on the unpaid balance until paid.

Upon default and following written request by the Landlord, the Tenant shall remove all Tenant's goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the leased premises). Tenant shall deliver the leased premises to Landlord, together with all keys thereto and fixtures connected therewith, and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the lease term, reasonable wear and tear and damage by fire or other casualty only accepted. In the event of the Tenant's failure to remove any of Tenant's property from the premises, Landlord is authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of said property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.


Upon default by Tenant and termination by Landlord as set forth herein, Landlord shall be entitled to retain all payments made by the Tenant prior to the date of termination. Upon request by Landlord, Tenant shall execute a Termination of Lease.

Notice: Any notice from Landlord to Tenant, relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed by registered or certified mail, return receipt requested, postage prepaid, to the Tenant at: 245 Route 6A, Orleans, MA 02653 or to such other address as Tenant may have directed, in writing. Any notice from the Tenant to the Landlord relating to the leased premises or the occupancy thereof, shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, to the Landlords at: 12 Tower Hill Circle, Brewster, MA 02631 or to such other address as the Landlord may have directed, in writing.

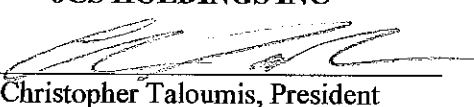
Additional Provisions: The Agreement shall be executed in several counterparts and shall be construed according to the Laws of the Commonwealth of Massachusetts.

A copy of this lease may be provided to the Department of Public Health to satisfy the requirements of Section 5 of the Tenant's RMD registration application.

Landlord
Eastern Sun, LLC

By: 
Salvatore Consiglio, Manager

Tenant
JCS HOLDINGS INC

By: 
Christopher Taloumis, President

Date: 11/05/13

Date: 11.5.13

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: JCS HOLDINGS INC / DBA The Haven Center Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
32 American Way, South Dennis, MA 02660	Barnstable	Lease

Commercial Lease

Parties:

EASTERN SUN, LLC, a Massachusetts Limited Liability Corporation, having a principal place of business at 12 Tower Hill Circle, Brewster, MA 02631, hereinafter referred to as "Landlord" which expression shall include its successors and assigns, where the context so permits, does hereby lease to

JCS HOLDINGS, INC., a Massachusetts nonprofit corporation, having a principal place of business at 245 Route 6A, Orleans, MA 02653, hereinafter referred to as "Tenant" which expression shall include its successors and assigns, where the context so permits, the following premises:

Land and Buildings at 32 American Way, South Dennis, MA 02660

Purpose: The purpose of this lease is to secure to Tenant a location for the operation of a nonprofit Registered Marijuana Dispensary pursuant to 105 CMR 725.000.

Term: The term of this Lease shall be for Five (5) years, commencing seven (7) days after the issuance of a provisional certificate of registration to Tenant by the Department of Public Health, and terminating Sixty (60) Months thereafter.

Rent: Tenant shall pay rent to Landlord as follows: Six Thousand Five Hundred (\$6,500.00) Dollars per month, payable on the commencement date and on the same day each month thereafter for the first year of this Lease. In subsequent years, rent may increase to offset Landlord's additional costs but in no event shall rent for any year exceed 10% of the previous year.

Rental payments not received within ten (10) days of the due date shall be subject to a late charge equal to three (3%) percent of the late payment amount.

Additional Rent: In addition to the rental payments required by this Lease, Tenant shall pay to Landlord all real estate taxes assessed to the premises and all hazard insurance premiums. Landlord shall notify Tenant of all real estate taxes and hazard insurance premiums, in writing, and Tenant shall pay the same to Landlord within Twenty (20) days.

Option to Renew: Tenant shall have the option to renew this Lease for an additional three (3) year term, by written notice to Landlord ninety (90) days prior to the end of the initial lease term. In the event Tenant exercises its option to renew, rent for the renewal period shall not exceed the escalation limit as aforesaid.

Security Deposit: Tenant shall pay Landlord a security deposit in the amount of Six Thousand (\$6,500.00) Dollars upon commencement of the Lease. Landlord shall not be obligated to place the security deposit in an interest-bearing account.

Utilities: Tenant shall be responsible for the payment of all utility charges, including heat, electricity, water, telephone, internet, security and trash removal and shall indemnify and hold Landlord harmless from any and all responsibility for the same.

Use of Leased Premises: Tenant shall use the leased premises for the purpose of a Registered Marijuana Dispensary and related functions. Tenant shall be responsible for obtaining all necessary permits and approvals for this business.

Title. Landlord covenants that it has the right and authority to enter into this lease, and that upon commencement thereof, Tenant shall have exclusive possession thereof.

Compliance with Laws: The Tenant acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which shall be noisy, offensive or contrary to any state law or municipal by-law or ordinance in force in the city or town in which the premises are located.

Hazard Insurance: The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the premises, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Landlord shall maintain fire insurance on the premises; Tenant shall, pursuant to the "Additional Rent" provisions set forth above, reimburse Landlord for all hazard insurance premiums.

Maintenance of the Premises: Tenant agrees to maintain the leased premises in the same condition as they were at the commencement of this Lease, reasonable wear and tear, damage by fire or any other casualty only excepted, and whenever necessary, to replace plate glass or other glass therein.

Tenant shall be responsible for all repairs to the exterior and interior of the premises, including mechanical systems: plumbing, heating and electrical systems, septic pumping and maintenance. The Tenant shall be responsible for landscaping and snow removal. Tenant agrees to keep the premises in good repair and condition.

Alterations, Additions: Tenant shall not make any structural alterations or additions to the leased premises, but may make non-structural alteration, provided that the Landlord has consented thereto in writing. The Landlord's consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the present level of construction. Tenant shall not permit any mechanic's liens or similar liens to remain upon the leased premises for labor and materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to Landlords. Tenant shall provide its own signs and shall obtain all required permits and approvals.

Assignment, Subleasing: Tenant shall not assign or sublet the whole or any part of the leased premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding such consent, Tenant shall remain liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease.

Subordination: The Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage.

Landlord's Access: Subject to 105 CMR 725.000, the Landlord or agents of Landlord may, at reasonable times and upon reasonable notice of at least twenty-four (24) hours, enter to view the premises and to make repairs or alterations and may show the leased premises to others.

If the Tenant does not exercise the option to renew this Lease, or upon any default by Tenant which shall continue for more than thirty (30) days, Landlord shall have the right to place "For Sale" and/or "For Lease" signs on the property.

Indemnification and Liability: The Tenant shall save the Landlord harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the leased premises. The removal of snow and ice from the premises shall be Tenant's responsibility and Tenant shall save Landlord harmless from any claim or damage resulting from Tenant's failure to remove snow and ice from the premises.

Tenant's Liability: The Tenant shall maintain comprehensive general liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence, and in the aggregate, in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the Landlord as well as the Tenant against injury to persons or damage to the property. The Tenant shall provide Landlord with certificates of insurance at or prior to the commencement of this Lease and thereafter, within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that the policies shall not be cancelled without at least ten (10) days prior written notice to each insured named therein.

Fire, Casualty, Eminent Domain: Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made and Tenant may elect to terminate this Lease if:

Landlord fails to give written notice within thirty (30) days from the date of fire, casualty or taking by eminent domain, of intention to restore the leased premises;

Landlord fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The Landlord reserves and the Tenant grants to the Landlord, all rights that the Tenant may have for damages or injury to the leased premises for any taking by eminent domain, except for damages to the Tenant's fixtures, property or equipment.

Default and Bankruptcy: In the event that: (1) the Tenant shall default in the payment of any installment of rent or other sum specified to be payable by Tenant and such default shall continue for ten (10) days after written notice thereof; or (2) the Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or (3) the Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Tenant's property for the benefit of creditors, then the Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this Lease ended and to remove Tenant's property, without prejudice to any remedies which might otherwise be used for arrears of rent or other default. The Tenant shall indemnify Landlord against all loss of rent and other payments which the Landlord

default, after reasonable notice thereof, in the observation or performance of any provision of this Lease, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees and costs in instituting, prosecuting or defending any such action or proceeding, such sums paid or obligations incurred, shall be paid by the Tenant to the Landlord, as additional rent, with interest at the rate of Eighteen (18%) percent per annum, on the unpaid balance until paid.

Upon default and following written request by the Landlord, the Tenant shall remove all Tenant's goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the leased premises). Tenant shall deliver the leased premises to Landlord, together with all keys thereto and fixtures connected therewith, and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the lease term, reasonable wear and tear and damage by fire or other casualty only accepted. In the event of the Tenant's failure to remove any of Tenant's property from the premises, Landlord is authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of said property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.


Upon default by Tenant and termination by Landlord as set forth herein, Landlord shall be entitled to retain all payments made by the Tenant prior to the date of termination. Upon request by Landlord, Tenant shall execute a Termination of Lease.

Notice: Any notice from Landlord to Tenant, relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed by registered or certified mail, return receipt requested, postage prepaid, to the Tenant at: 245 Route 6A, Orleans, MA 02653 or to such other address as Tenant may have directed, in writing. Any notice from the Tenant to the Landlord relating to the leased premises or the occupancy thereof, shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, to the Landlords at: 12 Tower Hill Circle, Brewster, MA 02631 or to such other address as the Landlord may have directed, in writing.


Additional Provisions: The Agreement shall be executed in several counterparts and shall be construed according to the Laws of the Commonwealth of Massachusetts.

A copy of this lease may be provided to the Department of Public Health to satisfy the requirements of Section 5 of the Tenant's RMD registration application.

Landlord
Eastern Sun, LLC

By: 
Salvatore Consiglio, Manager

Tenant
JCS HOLDINGS INC

By: 
Christopher Taloumis, President

Date: 11/05/13

Date: 11.5.13

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: JCS HOLDINGS INC / DBA The Haven Center

Site	City/Town	County	Type of Support Attached
1	Dennis	Barnstable	Letter of Support Dennis board of Health
2	Dennis	Barnstable	Letter of non-opposition Dennis board of Selectmen
3	Dennis	Barnstable	Letter of Support non-opposition Dennis Town Administrator



Town of Dennis

P.O. BOX 2060, SOUTH DENNIS, MA 02660-1614 / Telephone: 508-394-8300 • Fax 508-394-8309

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

November 6, 2013

Commissioner Bartlett:

On behalf of the Board of Selectmen of the Town of Dennis, I write to express our non-opposition to the application of JCS Holdings Inc, a non-profit corporation operating as The Haven Center applying for a license to operate a Registered Marijuana Dispensary, Production and cultivation facility on 32 American Way South Dennis.

Since passage of the Act for the Humanitarian Medical Use of Marijuana by Massachusetts voters, Dennis has been among the first Cities and Towns to enact local zoning laws for medical marijuana dispensaries. As required by our local ordinance, JCS Holdings, Inc., has applied to the Dennis Planning Board for a Special Permit to operate a Registered Marijuana Dispensary at 32 American Way in South Dennis, JCS Holdings, Inc. has been diligent in conducting discussions with the Dennis Planning Department, Police Department, and Health Department in route to seeking Planning Board approval.

We are aware that pursuant to the State Department of Public Health regulations, 105 CMR 725.100(B)(3)(f), JCS Holdings, Inc. seeks to provide "demonstration of support or non-opposition furnished by the local municipality" in the form of a letter from the Town Administrator, Board of Selectmen, or Health Department, or all of the afore mentioned.

Therefore, on behalf of the Board of Selectmen, I hereby state that the Board of Selectmen does not oppose the JCS Holdings Inc. application for a Registered Marijuana Dispensary in the town of Dennis.

Sincerely,

Paul McCormick, Chairman



ORIGINAL





ORIGINAL

Town of Dennis
Health Department

Terence M. Hayes, Health Director

Tel: (508) 760-6158

Fax: (508) 394-6289

October 31, 2013

Massachusetts Department of Public Health
250 Washington Street
1st Floor, Lobby Room 1 & 2
Boston, MA 02108

To whom it may concern:

Mr. Chris Taloumis of JCS HOLDINGS INC/ The Haven Center met with me on October 31, 2013. He described their plans to develop and operate a medical marijuana cultivation operation and/or Registered Marijuana Dispensary (RMD) at 32 American way South Dennis MA 02660, to achieve their goals to serve qualifying Barnstable County patients with safe, high quality, and affordable organically-cultivated medical cannabis products, and supplementary support services. Based on his presentation, and the thorough assortment of materials provided on the subjects of medical marijuana and their RMD's operational plans, we understand that his operation will observe the following protections and precautions:

1. It will be located in the industrial business district, and will adhere to the Dennis medical marijuana zoning requirements: no close proximity to schools, the Tony Kent Arena, Cape Cod Rail Trail, and does not abut residential zone.
2. They will obtain all necessary local and state permits before opening.
3. There will be no evidence of the RMD's existence visible to the public, with the exception of a small placard identifying the dispensary.
4. All security requirements imposed by the Department of Public Health regulations will be closely followed.
5. That they will do nothing to bring disrepute to the City/Town.

Based on those understandings, and taking into account expressions of support we have received from other individuals and organizations in Dennis, we support and do not oppose their efforts as described and, if they succeed in obtaining a DPH RMD registration, we will welcome them to the town of Dennis. Please understand that this letter does not constitute a formal action, but rather is an informal expression of support conditioned upon their fulfilling the representations described above.





ORIGINAL

If you have any further questions or comments regarding this matter, please feel free to contact me. We have office hours Monday through Friday from 8:30 to 9:30 a.m. and 3:30 to 4:30 p.m. Our telephone number is (508) 760-6158.

Respectfully,

Terence M. Hayes, R.S., C.H.O.
Health Director



ORIGINAL

Town of Dennis

P.O. BOX 2060, SOUTH DENNIS, MA 02660-1614 / Telephone: 508-394-8300 • Fax 508-394-8309

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

November 18, 2013

Commissioner Bartlett:

As Town Administrator for the Town of Dennis, I write to express my non-opposition to the application of JCS Holdings, Inc., a non-profit corporation applying for a license to operate a Registered Marijuana Dispensary, Production and cultivation facility on 32 American Way South Dennis.

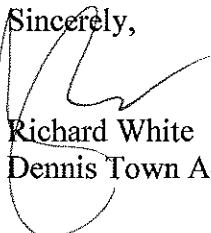
As required by our local ordinance, JCS Holdings, Inc., has applied to the Dennis Planning Board for a Special Permit to operate a Registered Marijuana Dispensary, Production and cultivation facility on 32 American Way South Dennis.

I am aware that JCS Holdings, Inc. has held discussions with the Dennis Planning Department, Police Department, and Health Department and is making considerable effort to meet all of our local requirements.

I am aware that pursuant to the State Department of Public Health regulations, 105 CMR 725.100(B)(3)(f), JCS Holdings, Inc. seeks to provide "demonstration of support or non-opposition furnished by the local municipality" in the form of a letter from the Chief Administrative Officer, Board of Selectmen, and or Board of Health, or all of the afore mentioned.

As town Administrator, I am the Chief Administrative Officer for the Town of Dennis. Therefore, provided that JCS Holdings, Inc., obtains a Special Permit from the Dennis Planning Board, I state that I do not oppose the JCS Holdings Inc. application for a Registered Marijuana Dispensary license with the Department of Public Health to operate at 32 American way South Dennis Ma.

Sincerely,


Richard White
Dennis Town Administrator



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: JCS HOLDINGS INC / DBA The Haven Center Application # (if more than one): _____

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1 Dispensing	32 American way South Dennis ma 02660	Lease	Board of Health, Board of selectmen, Town administrator Letters as attached in exhibit 5.4
2 Cultivation	32 American way South Dennis ma 02660	Lease	Board of Health, Board of selectmen, Town administrator Letters as attached in exhibit 5.4
3 Processing	32 American way South Dennis ma 02660	Lease	Board of Health, Board of selectmen, Town administrator Letters as attached in exhibit 5.4



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.

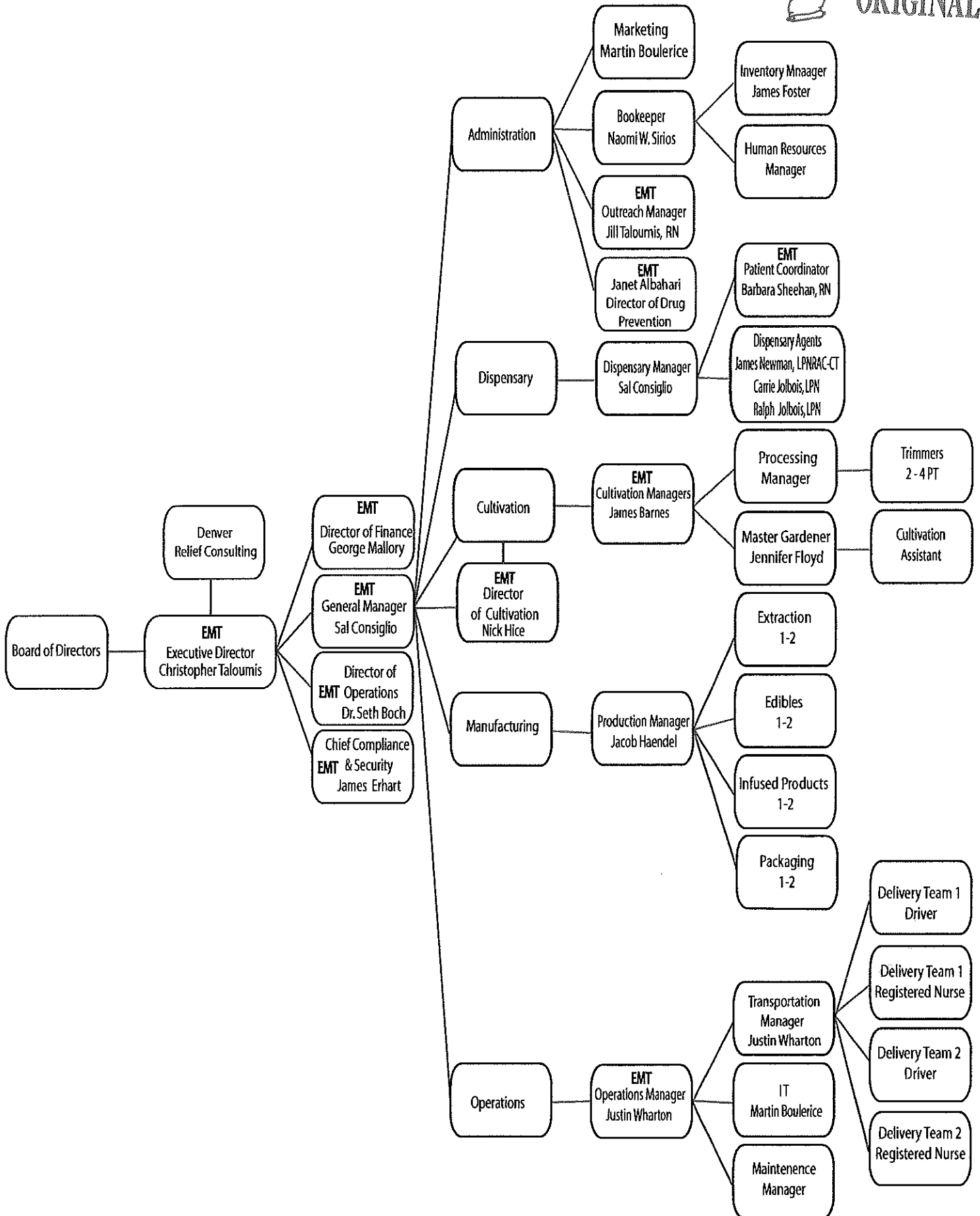
Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Attach organizational chart.



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

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Attach evidence of enrollment.



iCORI
Commonwealth of Massachusetts
Department of Criminal Justice Information Services



ORIGINAL [Home](#) | [Help](#)

- 1 Choose Account Type
- 2 Enter Account Details
- 3 Verify and Submit
- 4 Confirmation**

iCORI Account Information Submitted on 10/15/2013, 18:58

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

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

If you have any questions regarding your account, please e-mail us at ICORI.INFO@state.ma.us, or call the Constituent Assistance and Research Unit at 617-860-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

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

Email: chris.havencenter@gmail.com
Username: [REDACTED]
Name: **Taloumis, Chris G**
Organization Name: **JCS HOLDINGS INC**
Organization ID: [REDACTED]

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

RMD STAFF (Exhibit 6.4)

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

	Name	Role/Title
1	Jane Newman, LPN RAC-CT	Dispensary Agent
2	Carrie Jolibois, LPN	Dispensary Agent
3	Ralph Jolibois, LPN	Dispensary Agent
4	Martin Boulerice	IT & Marketing
5	Jenifer Floyd	Master Gardener
6	Naomi J Williams-Sirois	Bookkeeper
7	Jacob Haendel	Production Manager
8	James Foster	Inventory Manager

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: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Key Bench Marks	Due Dates	Person Responsible	Risk Level If Not Completed on Time
Phase I			Critical
Special Use permit and Site Approval	11/18/2014	Completed	Major
Engage architect and engineers to complete construction and permit documents	1/5/2014	Justin Wharton	Critical
Submit construction documents to local building department for review	1/10/2014	Justin Wharton	Critical
Revise construction documents based on building department comments and resubmit for final approval.	1/20/2014	Justin Wharton	Major
Receive award and notice to proceed from DPH	1/31/2014	Christopher Taloumis	Major
Phase II		N/A	Major
Finalize lease agreement(s)	1/31/2014	Justin Wharton	Minor
Obtain permit for construction and notify general contractor to mobilize sub-contractors	2/1/2014	Sal Consiglio	Major
Recruit cultivation and manufacturing staff	2/5/2014	Sal Consiglio	Minor



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Begin remodeling at RMD (doors, walls, shelving, window upgrades...)	2/5/2014	Justin Wharton	Minor
Finalize employment agreements for cultivation and manufacturing staff and complete employment paperwork	2/15/2014	Christopher Taloumis	Minor
Order equipment and supplies for Phase 1	3/1/2014	Christopher Taloumis	Minor
Implement MJFFreeway's cultivation & processing management software GrowTracker	3/1/2014	Seth Bock	Major
Begin educational training cultivation and manufacturing staff	3/1/2014	Nick Hice	Major
Begin painting at cultivation facility	3/10/2014	Justin Wharton	Major
Install mechanical and cultivation equipment at RMD	3/15/2014	Nick Hice	Minor
Install fixtures and finish hardware at RMD	3/20/2014	Justin Wharton	Minor
Call for final building department inspections at RMD	3/23/2014	Justin Wharton	Minor
Assuming some items need to be remedied, call for second and final building inspection	3/28/2014	Justin Wharton	Minor
Obtain Certificate of Occupancy & ready cultivation facility for operation	4/1/2014	Justin Wharton	Minor
Pass DPH Provisional Site Inspection	4/2/2014	James Barns	Minor
Phase III			Minor
Begin installing FFE and supplies at cultivation facility for Phase 1	4/5/2014	Nick Hice , James Barns	Minor
Begin operating in cultivation facility by propagating first plants	4/10/2014	Nick Hice , James Barns	Minor



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First crop goes into the vegetative phase	4/20/2014	James Barns	Minor
First crop goes into flowering phase	5/22/2014	James Barns	Minor
Recruit dispensary staff necessary for opening day	6/1/2014	Sal Consiglio	Major
Finalize employment agreements for retail staff and complete employment paperwork	6/5/2014	Sal Consiglio	Minor
Implement MJFreeway's retail management software GramTracker	6/5/2014	Seth Bock	Minor
Begin installing FFE and supplies at dispensary	6/10/2014	Seth bock	Minor
Begin training dispensary staff	6/15/2014	Seth Bock	Major
First crop is harvested and put into drying phase	7/10/2014	James Barns Nick Hice	Major
First crop is cut off stem and put into curing phase	7/20/2014	James Barns Nick Hice, Jenifer Floyd	Minor
First crop is sent to licensed testing facility for required testing	7/21/2014	James Barns Nick Hice, Jenifer Floyd	Major
First crop is placed into its final package and put in the curing phase	7/21/2014	James Barns Nick Hice, Jenifer Floyd	Major
First crop is transferred to retail inventory and ready for sale	8/5/2014	James Barns	Minor
First day of retail sales	8/10/2014	Sal Consiglio	Major

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PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)

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

Corporation Name: JCS HOLDINGS INC / DBA The Haven Center

Application # (if more than one): _____

Attach sliding price scale.



ORIGINAL

Sliding Price Scale

Percent Poverty Level	Discount Percentage	Free Medicine
100%	35%	One ounce per month
101%-200%	25%	One half ounce per month
201%-325%	10%	One quarter ounce per month