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

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

Corporation Name: JM Farm's Patient Group, Inc.

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

	<b>Name</b>	<b>Role within the Corporation</b>
<b>1</b>	Theresa Creeden	CEO, Director
<b>2</b>	Nicholas Spagnola	COO, Vice President,
<b>3</b>	James Pasiiecznik	Cultivation Manager, Chair/President
<b>4</b>		
<b>5</b>		



**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): [JM Farm's Patient Group, Inc.]

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

**Address:**

[207 River Road]

[       ]

City: [Whately] State: [MA] Zip: [01093]

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

First Name: [Theresa] Last Name: [Creeden]

FEIN: [46-3465966]

**Contact Person**

First Name: [James] Last Name: [Pasiecznik]

Title: [President]

Telephone: (413) 530-5369 FAX: (413) 665-7642 E-Mail: [JMPasiecznik@yahoo.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.

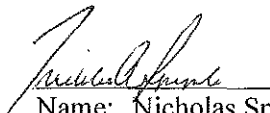
\$30,000 bank/cashier's check attached.

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

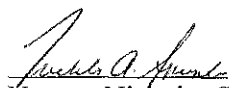
**Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.**

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: Nicholas Spagnola  
 Title: Vice President

11-16-2013  
 Date November 16, 2013

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: Nicholas Spagnola  
 Title: Vice President

11-16-2013  
 Date November 16, 2013

## 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.

[JM Farm's Patient Group, Inc., incorporated on August 21, 2013]

1.2 Describe the organization's mission and vision.

[JM Farm's Patient Group aspires to create high quality medicine for Massachusetts patients through proven expertise and success in agribusiness. With 25 years of agricultural experience, we plan to

seamlessly apply our president's vision for a safe and reputable product to the marijuana industry, while providing top quality service to our patients. We will use the same eco-friendly methods used to grow and harvest fruits and vegetables while implementing a high level of care and quality control coupled with cutting edge techniques to provide affordable, high quality medicine for our patients. Patient satisfaction is of the highest priority at JM Farm's Patient Group, and we plan to work to create a safe and welcoming space for our patients to purchase their medicine.]

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

Organizational chart attached as exhibit 1.3

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

List of Board of Directors attached as exhibit 1.4

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

List of members of the applicant corporation attached as exhibit 1.5

1.6 Attach the corporation's bylaws.

Bylaws attached as exhibit 1.6

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

[The article of organization have not been amended. However, Joshua Sodaitis has resigned from the board for personal reasons. Additionally, new directors were added to the Board to increase the accountability of the non-profit. We also have the following changes to the Organization since submission of the Phase 1 application: modified mission and vision statement, revised board and management structure, and 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.

[N/A: Jackie Lageson; Stephanie Hartwell, PhD

THERESA (TERRY) CREEDEN, CEO: Terry is Managing Partner at Sandberg & Creeden, PC. A Certified Public Accountant (CPA) since 1988, Terry specializes in serving non-profit organizations with financial statement preparation, including Yellow Book and A-133 audits, Uniform Financial Reports, and tax services. Her firm represents over 125 charitable entities. Terry also represents a charitable entity that is involved in HIV/AIDS testing and distribution of the various drugs currently utilized in maintaining a quality of life for those infected. Therefore, she is knowledgeable about state and federal guidelines that the organization must abide by in the performance of their work. She has worked as Audit Manager, performing tax services for individuals and tax services for corporate entities, partnerships, and trusts. Terry has also worked as Chief Auditor of the Massachusetts Rate Setting Commission before she entered private practice. Terry's experience will ensure the success of JM Farms because of her outstanding strategic, tactical, and financial planning skills, coupled with her deep familiarity with tax services.

MICHAEL BENNETT, CFO: Michael is General Manager of Fifteen Lagrange Street, Inc. He is well versed in business management, with an emphasis on customer services, human resources, and oversight of day-to-day operations for business. Michael is responsible for the management of 60-80 employees at his nightclubs. He takes a hands-on approach managerial style and is personally involved in daily operations. Michael's hallmark is his outstanding leadership and interpersonal skills, handling all staffing processes with professionalism and integrity. Michael also volunteers for Worcester County Deputy Sheriff's Association as Reserve Deputy, serving at the will and pleasure of the Sheriff of Worcester County. He fundraises for the county department and is a citizen of good standing in the community. Michael's experience ensures the success of JM Farms because of his interpersonal and management skills, conflict resolution and client relations.

NICHOLAS (NICK) SPAGNOLA, COO: Founding Director of JM Farms, Nick Spagnola has orchestrated the JM Farm's team to provide excellent service to patients in rural Franklin County. The visionary for the non-profit, Mr. Spagnola drafted the vision and the mission, and committed the non-profit to put patient access over revenues. With prior experience managing clients as an independent contractor with City Realty Group, Nick has excellent skills managing clients and large real estate portfolios. Nick's vision and dedication to ensuring the non-profit sticks to its vision, and his ability to handle complex matters, will ensure the success of the non-profit for decades to come.

MATTHEW TRAIGER, Comptroller: Matthew, a Certified Public Accountant (CPA), is Founder of Traiger Associates. Since 2001, Matthew has worked with corporations and businesses of varying sizes to help navigate their tax and corporate obligations. Matthew's experience ensures the success of JM Farms because of

his ability to assist the business with its corporate and tax filings, as well as creating forecasts and projections for the non-profit.

**MARK DEJACKOME, Director of Security:** Mark has dedicated his career to public safety, law enforcement, and crime prevention. Mark was Director of Public Safety & Security at Holyoke Mall where he managed 50 security officers responsible for the safety and security of the Mall. His duties included managing a \$1 million budget, processing payroll, risk management and processing insurance claims. Prior, he served as Chief of Police in the Town of Shelburne where he managed 10 police officers, prepared budgets, drafted and implemented grants, and taught continuing education to the police officers in his department and the Commonwealth of MA. Mark has experience in non-profit organizations, serving on the Executive Board of the Massachusetts Chiefs of Police Association and President of Franklin County Police Chiefs Association. As the Security Director, Mark ensures the success of JM Farm's because he will draw on his 25 years of experience in law enforcement to create a safe environment for patients, staff, and the community.

**JENNIFER M. BRINCKERHOFF, M.D., Medical Director:** Jennifer is Medical Director at Hebrew Senior Life Wellness Clinic at Orchard Cove. Jennifer is Board Certified in Geriatric and Internal Medicine. Jennifer also served as Staff Physician in the Urgent Care and Compensation & Pension Division at the VA Medical Center in Jamaica Plain, MA. She has been honored with awards, including a nomination for Outstanding Clinical Teacher during her residency. She earned her Doctorate of Medicine at University of Virginia School of Medicine in May 2000. Jennifer's experience ensures the success of JM Farms because of her expertise in medicine, her ability to communicate effectively with patients, and her ability to educate clients about medical marijuana consumption in a manner that will best treat their illnesses.

**JAMES (JIM) PASIECNIK, Cultivation Manager:** For 30 years, Jim has operated JM Pasiencik Farms's, LLC, a family-owned-and-operated business in Whatley, MA. As a third generation farmer, Jim brings expertise to any cultivation or farming project. Jim has grown his farm to over ten times its original size. He has seen extensive increases in the contracts he has with outside companies, including some of the largest companies that deal with agricultural goods in the United States. Jim has enjoyed significant growth with his other business, JM Pasiencik Trucking. This company, founded in 1988, is responsible for transporting products across Massachusetts. JM Pasiencik Trucking provides consistent delivery services for Jim's agricultural products, serving a broad customer base. His businesses generate significant revenues annually. Jim's experience with his agricultural and trucking businesses ensures the success of JM Farms because of his attention to detail and his ability to strive for the best in each of his endeavors.

**NICHOLAS (NICK) HICE, Cultivation Manager:** Nick is Partner and Master Cultivator at Denver Relief MMC in Colorado. He has garnered a reputation as one of the most successful cultivators in Denver, with over 15 years experience in indoor cultivation. He won the US Cannabis Cup in 2013 for his strain, "OG 18", for Best Hybrid. Nick specializes in maximizing crop production stabilizing controlled environments, minimizing and reducing pest and pathogen harms, and responsible waste disposal, from clone to harvest. The seeds of Nick's career were planted in the third grade when his family opened a non-MMJ nursery and garden center. After he graduated from the University of Dayton, Nick ran the family nursery, garden center, and landscape design build-company for a decade. Nick's professional experience ensures the success of JM Farms because of his commitment to professionalism, his expertise in cultivation, and his involvement in cannabis philanthropy.

**NICOLAS RODER-HANNA, PharmD, Dispensary Manager:** Nicolas is Staff Pharmacist at Rite Aid Pharmacy in Thomaston, CT. His work includes pharmacy operations management, patient counseling and education, managing over \$1million in inventory, maintaining and dispensing controlled substances in compliance with state and federal law, record keeping, HIPAA compliance, and providing full immunization

and MTM service. His experience as a pharmacist gives a solid foundation for his work as Dispensary Manager. Nicolas earned his Doctorate of Pharmacy from the University of Rhode Island in 2011. Nicolas's experience ensures the success of JM Farm's because of his ability to manage a pharmacy and its staff and his knowledge of dispensing medication in accordance with state and federal law.]

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.

[N/A: Theresa Creeden, Nicholas Spagnola, Jim Pasiecznik; Michael Bennett; Mark DeJackome; Stephanie M. Hartwell, PhD; Jackie Lageson, Matthew Traiger.

NICOLAS RODER-HANNA, PharmD, Dispensary Manager: As a pharmacist, Nicolas is no stranger to working in a tightly regulated environment. His education and work experience have provided him with the knowledge to counsel patients, manage inventory, oversee a staff, and dispensing 2,200 prescriptions per week. He provides disease state and pharmacotherapy education in an out patient setting. His leadership style lends itself well to running a medical marijuana dispensary. Nicolas is able to ensure that his team will adhere to strict compliance policies and procedures required for medical marijuana. He has been recognized by his peers for the highly personalized care he gives to patients. Nick has demonstrated the utmost competence in managing a \$1 million inventory, where he has increased efficiency by maintaining a strict 30 day on-hand, limiting waste, and reducing out-of-stock.

JENNIFER M. BRINCKERHOFF, M.D., Medical Director: Since 2006, Jennifer has proudly served as Medical Director for the Hebrew Senior Life Wellness Clinic at Orchard Cove. As a Board Certified physician in Geriatric and Internal Medicine, Jennifer has been responsible for the care of patients since she graduated medical school in 2000. Prior to her current position, Jennifer worked as a staff physician at the Veterans Administration Medical Center in Jamaica Plain, MA.

NICHOLAS (NICK) HICE, Cultivation Manager: Nick's leadership as Partner and Master Cultivator at one of Colorado's premiere medical marijuana dispensaries, Denver Relief MMC, has earned him a reputation as one of the best cultivators in the industry. He has enjoyed the successful, measured growth of his business in Denver and looks forward to his work in Massachusetts with JM Farms. Nick specializes in maximizing crop production stabilizing controlled environments, minimizing and reducing pest and pathogen harms, and responsible waste disposal, from clone to harvest. He is an expert at maintain production levels while maintain consistent yield quality marijuana. Nick is well versed in working under strict regulatory and compliance requirements because of his experience at Denver Relief MMC.]

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.

[N/A: Jackie Lageson; Stephanie Hartwell, PhD; Jennifer Brinkerhoff, M.D.; Nicolas (Nick) Hice; Nicolas Roder-Hanna, PharmD, Nicholas Spagnola, Matthew Traiger.

THERESA (TERRY) CREEDEN, CEO: Terry will be responsible for financial management and oversight of JM Farm's. Her firm represents over 125 charitable entities. Terry's non-profit clients average





about \$35 million in assets and \$25 million in revenue. The majority of the charitable entities she represents are in the human services sector, including organizations that work in the areas of low-income housing and HIV Health Services.

MICHAEL BENNETT, CFO: As General Manager of Fifteen Lagrange Street, Inc., Michael is well versed in business management, with an emphasis on customer services, human resources, and oversight of day-to-day operations for business. Michael is responsible for the management of 60-80 employees at his nightclubs, which gross approximately \$1.5 million annually. He takes a hands-on approach managerial style and is personally involved in daily operations. Michael's hallmark is his outstanding leadership and interpersonal skills, handling all staffing processes with professionalism and integrity.

MARK DEJACKOME, Director of Security: As Director of Public Safety & Security at Holyoke Mall where he managed 50 security officers, Mark managing a \$1 million budget, processing payroll, risk management and processing insurance claims. As Chief of Police in the Town of Shelburne, he was responsible for oversight of 10 police officers, prepared budgets, drafted and implemented grants. While he was Chief of Police in Shelburne, Mark was also responsible for the oversight of the Charlemont Police Department where he prepared budgets, drafted and implemented grants, and managed 7 police officers in the department.

JAMES (JIM) PASIECNIK, Cultivation Manager: Jim's businesses, JM Pasiencnik Farms's, LLC and JM Pasiencnik Trucking, have enjoyed tremendous financial growth over his career. Jim's farms alone generate \$3 million gross per year. In other words, Jim has grown his farm to over ten times its original size. He has seen extensive increases in the contracts he has with outside companies, including some of the largest companies that deal with agricultural goods in the United States. JM Pasiencnik Trucking provides consistent delivery services for Jim's agricultural products, serving a broad customer base. His businesses generate significant revenues annually.]

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.

[N/A: James (Jim) Pasiencnik; Michael Bennett; Nicolas Roder-Hanna; Mark DeJackome; Nicholas (Nick) Hice; Stephanie Hartwell, PhD; Jackie Lageson; Jennifer Brinkerhoff, MD, Nicholas Spagnola.

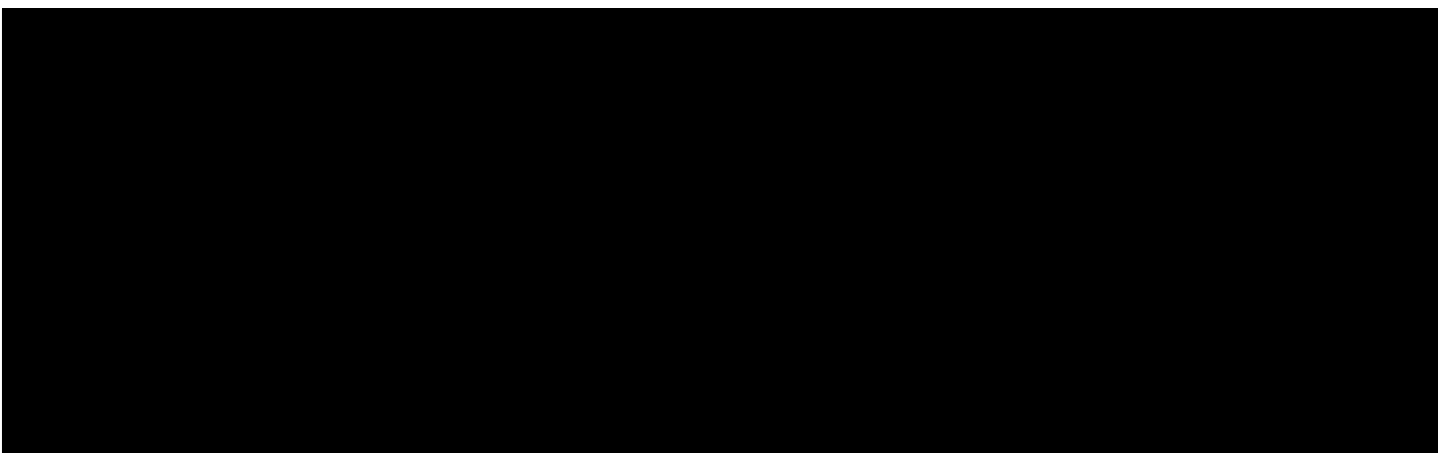
MATTHEW TRAIGER, Comptroller: As a CPA, Matthew deals with financial and tax documents for clients on a regular basis. Since 2001, Matthew has worked with corporations and businesses of varying sizes to help navigate their tax and corporate obligations, as well as helping create forecasts and projections for businesses. As a small business owner, Traiger Associates, Matthew has experience running his own small business while helping serve the needs of his clients as well. Often times throughout his career as a CPA, Matthew has overseen operational reviews and subsequent corrective measures.



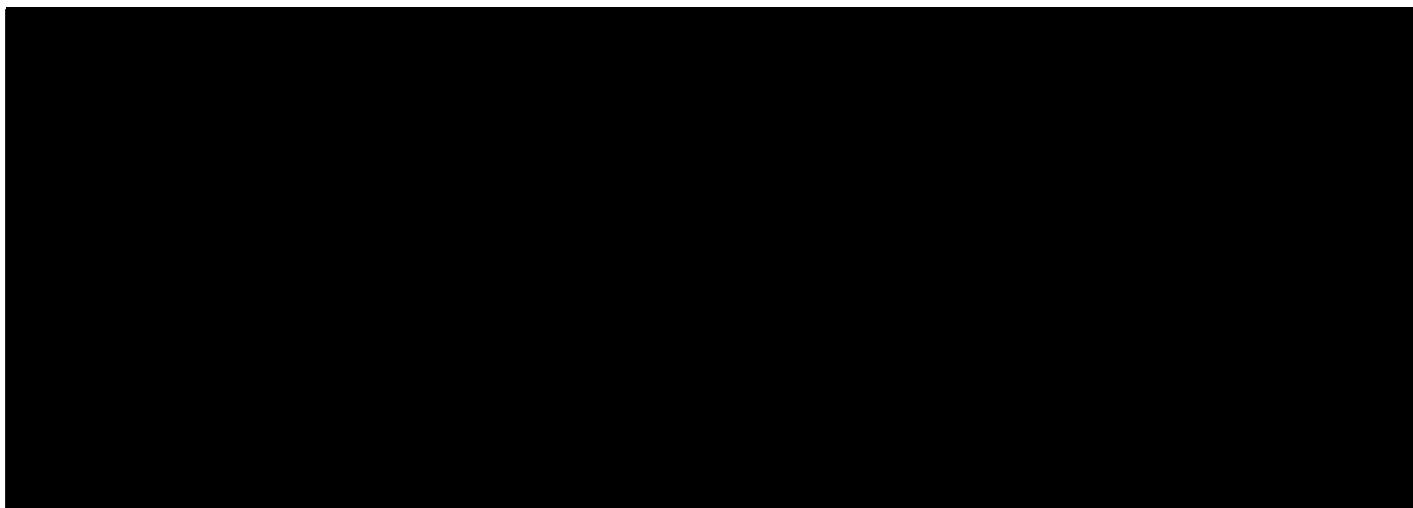
THERESA (TERRY) CREEDEN, CEO: Terry is the Managing Partner of a Certified Public Accounting Firm licensed in Massachusetts. Her work involves accounting, auditing, and tax reporting of non-profits. She currently represents more than 125 charitable entities. Terry participates in training board members in good governance practices, financial guidance, and remains a solid, continued resource for these entities. As a CPA, Terry has conducted operational reviews for clients and has recommended corrective action plans to her clients that were successfully implemented. Terry continues communication with her clients to follow-up on audits on the resolution of the plan.]

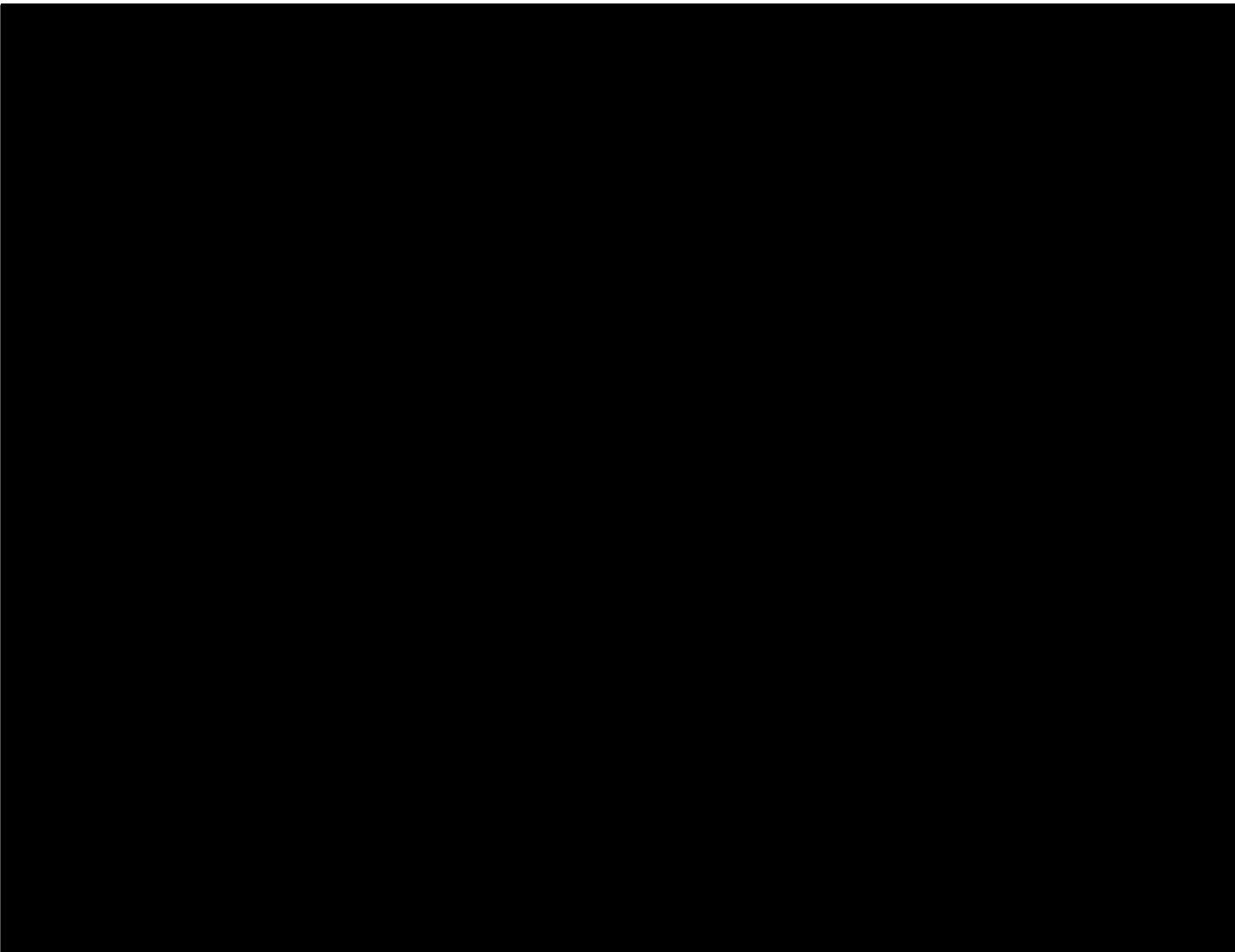
### 3. Applicant's Evidence of Suitability

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.

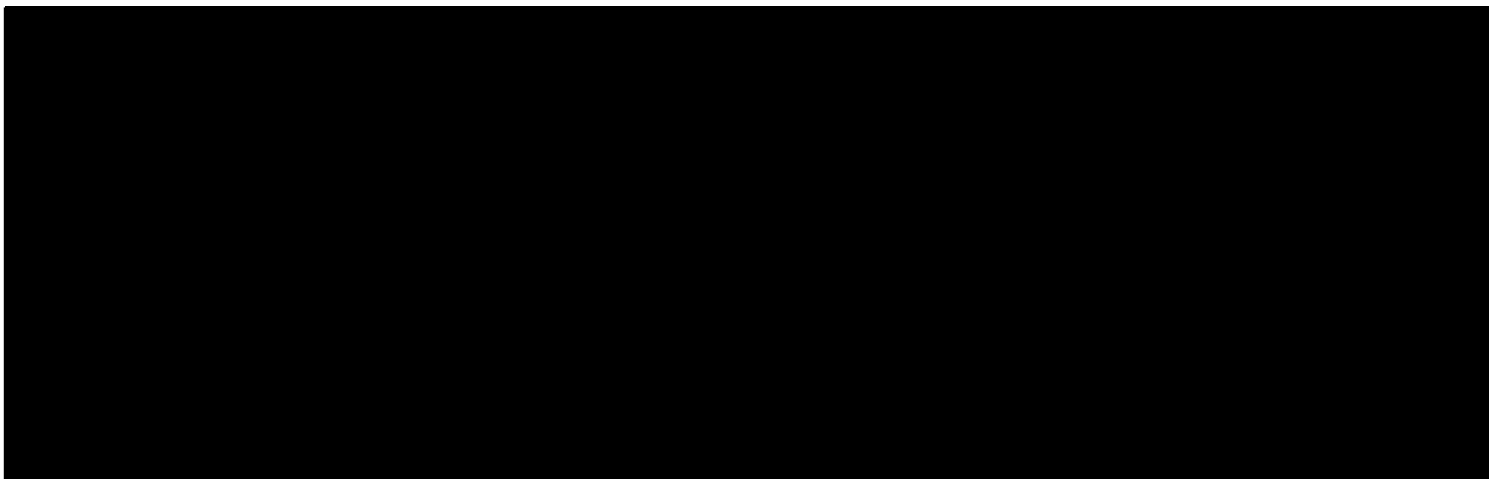


3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board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



[REDACTED]

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.

[REDACTED]

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.

[REDACTED]

#### 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.

[JM Farm's Patient Group (JMF) has secured a lease interest in a 15,000 sq. ft. facility (with an option for additional leased space) that will be improved for dispensary, cultivation and manufacturing operations. Leasehold improvements will begin immediately upon licensure of JFM by the Massachusetts Department of Public Health and receipt of construction permit. The facility is located at 10 Greenfield Rd, South Deerfield, MA. 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. JM Farm's Patient Group estimates the total budget for planning and development to be \$77,393. This includes \$52,500 for design and engineering costs, approximately 10% of the overall improvements budget. A Phase 1 Environmental Site Assessment for the cultivation and manufacturing facility is budgeted at \$2,500. Permitting and fees are projected to be 1.7% of the improvement budget at \$8,883. JM Farm's Patient Group will engage a third-party security advisor to review security plans developed by our primary security provider. This cost is budgeted at \$1,500. Demolition costs are estimated at \$5,225, or 5% of the leasehold improvement budget. A contingency line item of \$7,035 is included in the planning and development category of capital costs.

##### Build-Out Costs:

Build-out costs for the facility are budgeted at \$574,750. JM Farm's Patient Group plans to build-out the entire 15,000 sq. ft. in the first year of operations. Expansions are planned for the third year based on projected patient need/demand for Franklin County. The dispensary area build-out is limited to cosmetic and security improvements, while the area for cultivation and production will need upgrades to electrical wiring, plumbing, HVAC and mechanical systems. Construction expenses total \$427,745 for expected mechanical, electrical and plumbing improvements. The security system cost is estimated at \$72,500 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. Total painting and finishing is budgeted at 5% of the total budget for a line item expense of \$22,255. A 10% contingency budget has been allocated to the build-out cost category for a total of \$52,500.

#### Equipment Costs:

Costs for cultivation equipment comprises the majority of the total equipment budget of \$766,846. \$418,346 is allocated for cultivation equipment purchases including environmental controllers, bulbs, ballasts, tables, flood trays and other major equipment purchases. JM Farm's Patient Group will purchase four delivery vehicles in the first year of operations. The \$106,000 vehicle budget includes vehicle vault storage and GPS tracking equipment in addition to the cost for the vehicles. JM Farm's Patient Groups plans to offer free delivery to any hardship patient in the region. A \$57,500 furniture and fixtures budget is projected for the build-out. Dispensary furniture, displays and safe storage are estimated to be \$25,000. The remaining \$32,500 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 \$95,000 for a closed loop extraction system and packaging equipment.

The total capital build out budget as detailed on Exhibit 4.3 is projected to total \$1,418,989 including contingency budgets. 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 JM Farm's Patient Group project. However, as is true in any project, unforeseen expenses may not be covered by the contingency budget. Sufficient capital is available to JM Farm's Patient Group from our financiers 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 budget for JM Farm's Patient Group provides projections for the period beginning September 2014 and ending August 2015. The period is calculated beginning with operations in the cultivation facility after the capital build out period. The pre-development costs from notice of approval to the start of operations are consolidated. Cultivation is expected to begin in April 2014 pending authorization. Dispensing operations are expected to begin September 2014.

We anticipate the total patients in our service area of Franklin to reach 1,652 patients at maturity assumed in year 3 based on a report generated by BBC Research & Consulting. Based on the report we determined that the area could be served by four RMD licenses.

We will build-out and operate 70% of the facility to meet projected demand. Based on our projections utilizing BBC data and adoption rates from Colorado and Arizona, we anticipate demand for our raw material to reach 1,350 oz (84 lbs.) per month for a year-end total patient base of 826. We set production targets to 1,871 oz

per month (117 lbs.) in order to meet any over-anticipated demand. JMF plans to offer free delivery to any hardship patient in the state at least once per month. We believe the ramp-up period will see increases each month reaching 100% at the end of the six-month period.

We combined all raw material and infused products sales to total \$2.5M in the first year of operations. Revenues are calculated net of \$652,419 in patient hardship discounts which are accounted for as a deduction from gross revenue. Vaporizer sales are estimated to total \$133,372. A small revenue stream of \$11,590 is anticipated from our delivery program. However, the program is aimed at those with a financial hardship and those patients will not receive a delivery charge.

The operation is led by a CEO and COO, assisted by a CFO and non-profit specialist bookkeeper. The payroll budget totals \$1,089,673. The fringe rate line item includes payroll taxes, unemployment and worker's compensation insurance for all full-time agents. A licensing and training budget of \$2,000 per year per dispensary agent is also factored into the fringe rate.

JMF has engaged the services of expert cultivation consultants to ensure successful cultivation. The largest expense line item in the other expense category includes supplies for cultivation, manufacturing, and child resistant packaging at \$316,383; \$16,379; and \$88,073 respectively.

Laboratory testing is a large expense line item of \$77,508 estimated on fees for cannabinoid profiles and residual pesticide screenings. Based on the fees from the established licensed lab we contract with and DPH sampling guidance, this line item may vary.

The office expense item includes office supplies, retail scale and alarm permit licensing fees, meals, travel, postage and software licensing fees. The inventory control software and POS system are subject to monthly fees around \$1,250 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 included as well as on-line batch production record software.

The utilities expense includes the electric cost at the cultivation facility estimated to be \$6,424 per month.

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 marijuana products or handle cash on a regular basis. Insurance deposits totaling 25% of the estimated premiums are factored in the pre-development costs line item.

The annual rent expense is \$225,000 and includes options for expansion. The 1,500 sq. ft. manufacturing facility is housed within the cultivation facility. Facilities maintenance is based on \$1.60 per square foot and includes a laundry and uniform service for the cultivation and manufacturing dispensary agents totaling \$26,813 for the period.

Security cameras at both facilities will be monitored by an off-site security provider. This \$17,750 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.

We have budgeted a PIN 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 \$37,252 for this period.

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

The patient education and outreach budget of \$11,500 covers six months of patient education. The line item includes the on demand interpreter service we will utilize in the dispensary operation. Other outreach expenses include community programs promoting appropriate use of medicine and understanding pertinent laws. JMF intends to apply for Clean Green Certification, which certifies marijuana crops as toxin and pesticide free and Patients First Certification from Americans for Safe Access.

Our Board of Directors will implement a year-end audit by a non-profit CPA firm to perform quarterly reviews. We will operate with non-profit governance, but will be treated as a for-profit entity for tax purposes. We project accounting fees to total \$30,000 annually. Legal services are budgeted for \$20,000 to maintain a retainer with our legal advisors.

Finally, the budget incorporates all pre-development costs between the notice to proceed from DPH and receipt of a certificate of occupancy and receipt of approval post-inspection allowing normal operations to begin. A local and state license fee is assumed to be charged in January or February 2014 and is included in the \$409,476. A second round of licensing fees are budgeted for the year-one period assumed to be incurred in January or February 2015.]

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

JM Farm's Patient Group (JMF) 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. While informed, these projections may not align with the actual ramp-up of the medical marijuana program. As a result, we have developed a financing and operating models that can be adjusted to meet the demand that actually materializes. We have leased a 15,000 square foot facility, yet have determined that build-out of only 7,500 square feet for cultivation, 1,500 square feet for manufacturing, and 1,500 square feet for dispensing is warranted in the first year of operations realizing that over-production creates both an external security risk and an internal diversion risk.

We based the scale of our operations estimating that we would serve 100% 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. Benchmarking for the industry does not yet exist making the estimating process difficult.

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 extraordinary rapid as they had an unregulated dispensary system that 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 50% in Y1, 65% in Y2, and 100% in Y3. We have also based our growth and demand model on the assumption that four RMDs will be licensed for operation in Franklin County based on its population related to the overall Massachusetts population. We assume a 100% capture rate for JMF based on the number of patients assumed to reside in the county.

#### 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 1.5 gram of raw material per day for a monthly total of 1.5 ounces or 19.6 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 build-out and operate 70% of the available square footage to meet our projected demand. The design is easily scalable to increase or decrease production if our projections are not in-line with actual results. Additionally, our facility design which incorporates multiple cultivation rooms acts much like a farm segregated into plots in that a room can be shut down in case of an unmanageable pest outbreak without drastically impacting expected yields.

We have modeled an expansion to increase production capacity in the third year of operation adding and additional 4,000 sq. ft. or absorbing another unit in the compound. A continual analysis of the operating results by the BOD and CEO 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 \$12.00 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 JMF 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.

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 exiting 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).

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

JM Farms insurance quote meets or exceeds the requirement for 105 CMR 725.105(Q) such as general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, (annually), and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. The deductible for such a liability policy shall be no higher than \$5,000 per occurrence. The policy

affords product liability coverage for medical marijuana and its derivatives. Additional coverages include personal and advertising injury, fire damage legal liability, medical payments and variety of property coverages.

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

- Procurement of comprehensive commercial insurance from medical marijuana approved insurance carriers exclusively for operating a licensed company.
- Procure liability and property insurance protection above the minimum requirements pursuant to 105 CMR 725.105(Q). Other insurance or risk prevention considerations:
  - A. Additional Liability Insurance: Umbrella, Employment Practice Liability, Directors & Officers, Commercial Automobile/Non-Owned, Professional Liability
  - B. Additional Property Coverages: Equipment, Medical Marijuana, Crop, Equipment Breakdown, Cargo Coverage, Business Property, Business Income
  - C. Adherence to policy terms, conditions, warranties or condition precedents for the purposes of risk management. Prevention of property, liability, and strict liability claims related to to dispensing, cultivation, manufacturing and infused products manufacturing.
- Provide medical marijuana approved workers compensation insurance as required with Mass General Law 152 Sec 25A for all JM Farms future employees.
  - A. Establish comprehensive safety/health education/training programs to prevent or reduce employee injury and illness.
  - B. Incorporate Employer's Guide To The Massachusetts Workers Compensation Insurance System, Workers Compensation Act and other online resources.
  - C. Clear guidelines for hiring true independent contractors and their employees. Utilize Massachusetts Labor and Workforce Development Proof of Coverage.]

## 5. Location and Physical Structure

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

[The physical address of the proposed RMD dispensary site is 10 Greenfield Road, South Deerfield, MA 01373.]

Evidence of interest attached as exhibit 5.1

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

[The physical address of the proposed RMD cultivation site is 10 Greenfield Road, South Deerfield, MA 01373.]

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 RMD processing site is 10 Greenfield Road, South Deerfield, MA 01373.]

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;<sup>1</sup>
- 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.

[JM Farms has been working diligently with local officials since the day they decided to embark on this project. Their first step was to talk with the various local leaders in communities across Franklin County to determine which one seemed the most open to a medical marijuana treatment center.

After meeting with officials in Whatley and obtaining a letter of support, JM Farms ultimately decided to move forward in Deerfield after Whatley imposed a moratorium.

JM Farms has engaged in an ongoing effort to seek the support of the Town of Deerfield, Massachusetts in its efforts to operate a medical marijuana treatment center in that town. These efforts, as outlined below, have resulted in JM Farms obtaining a letter of non-opposition for its business to operate in Deerfield from the Board of Selectman.

#### Our Community Relations Efforts:

In dealing with the town, JM Farms had the assistance of Beacon Strategies Group, which helped them create a strong relationship with the Town. Beacon is a premier healthcare public affairs and community relations consulting firm in Massachusetts with specific expertise in forging cooperative relationships between the public and private sectors. Beacon Strategies Group and the team at JM Farms developed a strategy of outreach and education that allowed for a productive dialogue and sharing of information regarding the process, opportunities and potentially concerns in the medical marijuana business. The senior management team from JM Farms was intimately involved in the meetings with local officials. The non-profit's team met, on multiple occasions, with the Board of Selectman, Board of Health and Town Manager to address the potential concerns of the public and individual board members. These meetings have proven invaluable in providing ideas to the company as to how address

<sup>1</sup> 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.



concerns unique to the town and provide other tangible benefits to the community, including economic and employment opportunities. JM Farms has agreed to pay annual fees to the town to offset the municipal costs of overseeing the medical marijuana business. These costs, which are estimated to be \$90,000 per year, include the cost of a half time police officer, building inspectors and potential emergency services. This will likely take the form of a Host Agreement that has not yet been finalized. In response to potential concerns around security and safety, the company has met with the Town's Chief of Police and has begun the process of developing a coordinated security plan to ensure safe operation for company employees and patients alike. JM Farms plans on hiring a retired Franklin County Police Chief to run security for their dispensary. We have additionally had discussions with current Franklin County Sheriff, Chris Donelan.

In an effort to be transparent and help the town officials understand our comprehensive plan for operation and cultivation, JM Farms provided these officials 7 hard copies and 2 electronic copies of our operations plans, operating manuals, and security overview. All of these materials will be available to town officials in the future, and JM Farms intends to continue to be fully transparent with both town and state officials regarding the operation of their facility. Our effort is to be a valuable partner to the town both now and in the future.]

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.

[JM Farms has a lease for 15,000 square feet of industrial space located at 10 Greenfield Road in South Deerfield MA. JM Farms proposes to locate its dispensing, processing, and cultivating operations all at this facility. This facility and location was carefully selected to ensure it would comply with all applicable state and local regulations.

This location complies with the state regulations regarding physical addresses because it is more than 500 feet away from where children commonly congregate. In fact, there are no locations within 1000 feet of this site where children commonly congregate.

Additionally, this site complies with local regulations as well. Deerfield enacted a medical marijuana overlay district that only permits medical marijuana businesses in certain locations and only with a special permit. The location falls squarely in that overlay district. The address of the location was even listed on the public notices for permitted spaces. The zoning beneath the overlay district is Industrial.

Due to the industrial zoning of the property, manufacturing and processing are uses by right, and agriculture and retail sales are also permitted with a permit pursuant to section 2230 of the Deerfield Zoning Bylaw.

JM Farms believes it will meet the criteria for a special permit pursuant to the Deerfield zoning bylaw section 5300, which lays out the requirements generally for such a permit, including submitting a site plan review pursuant to section 5400 thereof. JM Farms also believes it will meet the new criteria found in the amended zoning bylaws in section 4650. JM Farms plans to begin the process for a special permit as soon as possible – even before DPH approval.

The only specific medical marijuana related consideration in granting a special permit is that JM Farms is not located within five hundred feet of a school, daycare center, or any facility in which children congregate

as measured in a straight line. (The other requirement involves receiving an RMD permit.) The closest school and daycare to JM Farm's proposed location is more than 500 feet away, as measured in straight line.

The general consideration in granting a special permit include:

- Social economic, or community needs which are served by the proposal
- Traffic flow and safety, including parking and loading
- Adequacy of utilities and other public services
- Neighborhood character and social structures
- Impacts on the natural environment
- Potential fiscal impact, including impact on town services, tax base, and employment

These considerations strongly lean in favor of granting a special permit. A registered marijuana dispensary, by its very nature serves the community need of Deerfield and surrounding towns by providing relief to some of the community's sickest residents. Additionally, the location has ample parking and is located right off Interstate 91. The old tenant of the location had a furniture manufacturing business, thus the power and other utility services are already in place for the location. The proposed location sits in a fenced industrial park with no residential or social uses close by, thus there is no significant neighborhood consideration. Since the building is already built and all operations are going to be conducted indoors, there will also be no substantial effect on the environment. Finally, JM Farms plans to bring jobs to the community and is open to entering into a host agreement to increase the community's tax base – therefore making a positive fiscal impact on the Town of Deerfield.

Another main concern for the Planning Board in Deerfield is water contamination. JM Farms has plans to test any waste water it creates and dispose of such water, if any, in a manner that is suitable to the planning board. However, it is highly unlikely that JM Farms will create contaminated waste water because it plans on using all organic growing methods. Nonetheless, JM Farms plans to obtain the necessary approval for their water usage as well.

In addition to JM Farms appearing to qualify with all applicable local and requirements for a proposed RMD, JM Farms plans to monitor all proposed local ordinances and bylaws for any applicable changes. In addition, to actively working with the local communities, JM Farms will immediately comply with any new rule, regulation, or other state or local requirement affecting its locations.

To assist with compliance matters, JM Farms has hired Vicente Sederberg LLC, the country's most respected medical marijuana law firm, with offices in Boston and Needham. This law firm has successfully guided the compliant operation of hundreds of legal medical marijuana businesses in multiple states. They currently represent the County of Pueblo, Colorado, where they authored the municipality's marijuana business ordinances. ]

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.

[JM Farm's Patient Group (JMF) is committed to maintaining a positive relationship in our community. As a medical marijuana business, we have an obligation to the health and well-being of our patients and our community at large. One of our principal goals is to be a good corporate citizen in Deerfield and Franklin County, and for the Commonwealth of Massachusetts. We strive to be a contributing positive force in the community and look forward to being a welcomed and integral neighbor in our community and to assist those most in need. JM Farm's Patient Group is led by James Pasiencnik, a business owner and member of the Franklin County community for over 30 years. As a Deerfield resident for over 20 years and a successful independent farmer, he has grown his business in Whately from 100 to 1000 acres while serving on the Deerfield planning board for 15 years, running a fertilizer company, and operating a community farm stand to provide high quality, locally grown food to the county, reflecting a commitment to the community that will drive our mission. To continue this model, we intend to foster and maintain strong relationships with the residential population, local officials, law enforcement, and the Department of Public Health.

We intend to resolve any complaints from our neighbors in a timely manner and in a way that satisfies all impacted parties. Any complaints will be handled and thoroughly documented by our community outreach manager. We will maintain an open door policy of accessibility to our management so that the community can address any issues that may arise, or for opportunities where we may potentially be able to assist with sponsorship. We will ensure that our retail and production footprint is not disruptive to our neighbors by enacting code of conduct policies for staff and clientele, as well as odor mitigation in consideration of our neighbors. Other complaints may arise from normal business operations including employee loitering, parking, or other facility related issues. Our policies will require that any staff member receiving a complaint report it to the community outreach manager immediately. The manager will respond to the complainant and perform any investigation necessary to work towards a resolution as soon as possible.

In addition to a comprehensive web presence, we will also have a 24-hour hotline with recorded information and contact points available to anyone that needs resources. We pledge to be a transparent and beneficial element in our community that will always act in the knowledge that the patient population and community we serve must be assured that their provider is a socially engaged and reputable organization that operates at or exceeds the same level of professional practice that is expected from any other therapeutic business.

We are committed to promoting the responsible use of marijuana as medicine. As members of the community, we have had personal experiences with our friends, family, and neighbors in Franklin County who have struggled with addiction and abuse of legal medication including opiates and narcotics, and illegal substances including heroin and methamphetamine. Medical cannabis under the direction of a medical professional can be an effective substitute for pain pills without the risk of fatal overdose potential. Our medical director, Dr. Jennifer Brinkerhoff, will assist patients with the proper use of cannabis to reduce pharmaceutical dependence. Our non-profit to non-profit giving program will include groups like the Franklin County Prevention Coalition, which coordinates many efforts into a united effort to prevent and address drug abuse.

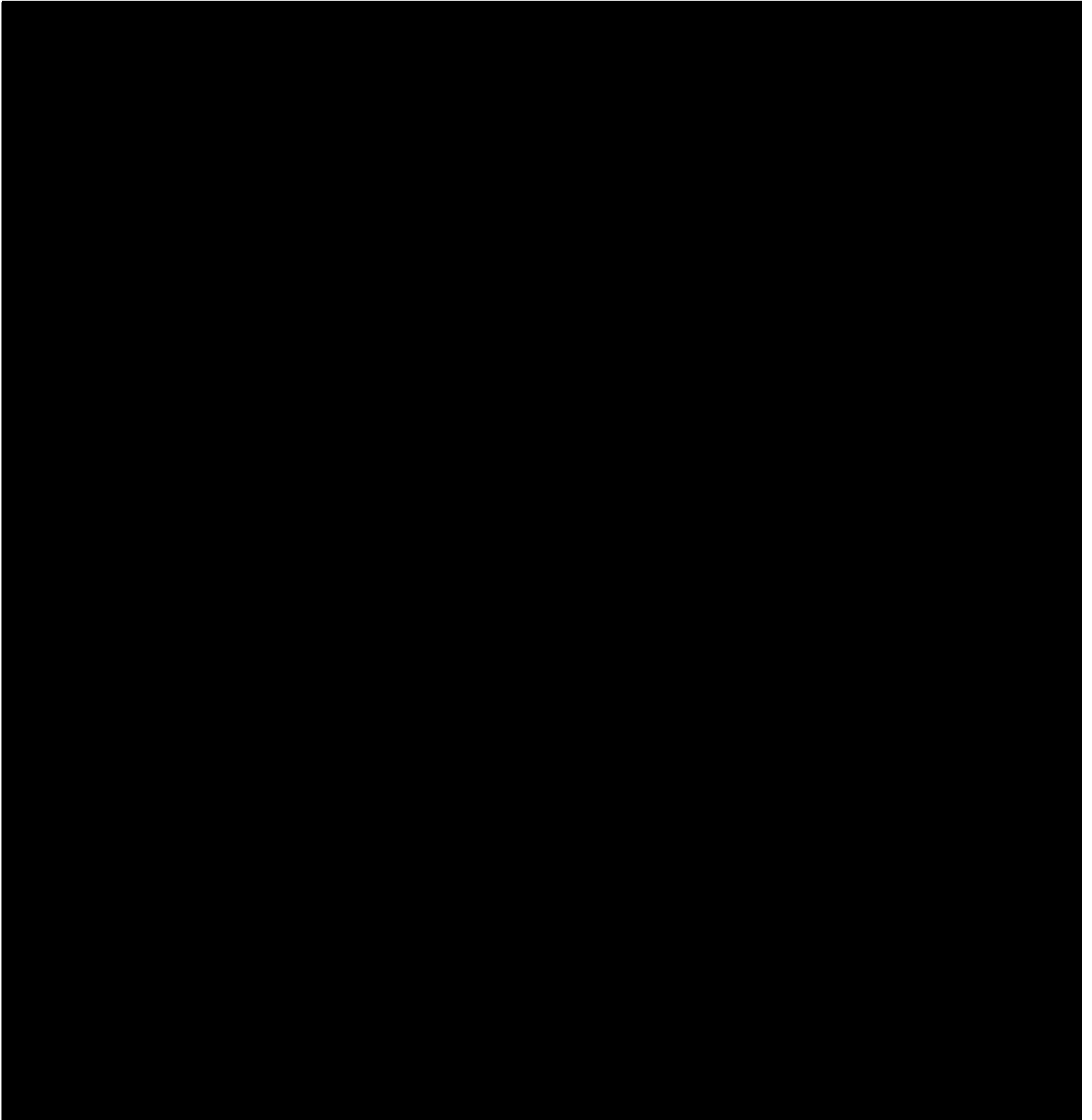
As JMF operations mature to scale, a significant portion of net operating profit will fund the development of a fund to support research and education towards the advancement of the medical cannabis field. An independent committee will grant awards to scientists, policy organizations, colleges and universities, advocacy groups, and other institutions advancing medical cannabis. JM Farm is committed to partnering with law, science, research, and business programs in Massachusetts to develop advancements in policy, plant and lighting science, environmental science, urban and indoor farming, engineering, and medicine.

Another component of our community plan is to provide patients with educational services and programs to enhance their understanding and overall benefit of Massachusetts medical marijuana program. Our Chief Education Officer, Jackie Lageson, will provide the most current medical marijuana program rules and guidance to qualified registered patients free of cost. We will provide educational materials sourced from licensed testing facilities as well as academic and scientific institutions about the effects of marijuana and how certain cannabinoids, strains, and manufacturing variations serve specific conditions or ailments.

The medical marijuana industry faces many challenges. Essential to overcoming most of these challenges is a redefinition of cannabis therapy as it has largely been portrayed for the last several generations in the public consciousness. Outreach, accountability and transparency efforts within those communities where we are given the opportunity to demonstrate its efficacy is fundamental to these goals. We are aware of the complex legal and regulatory environment in which we operate, and understand fully our responsibility to all stakeholders including patients, our community, the Commonwealth, and other industry participants. JM Farm's

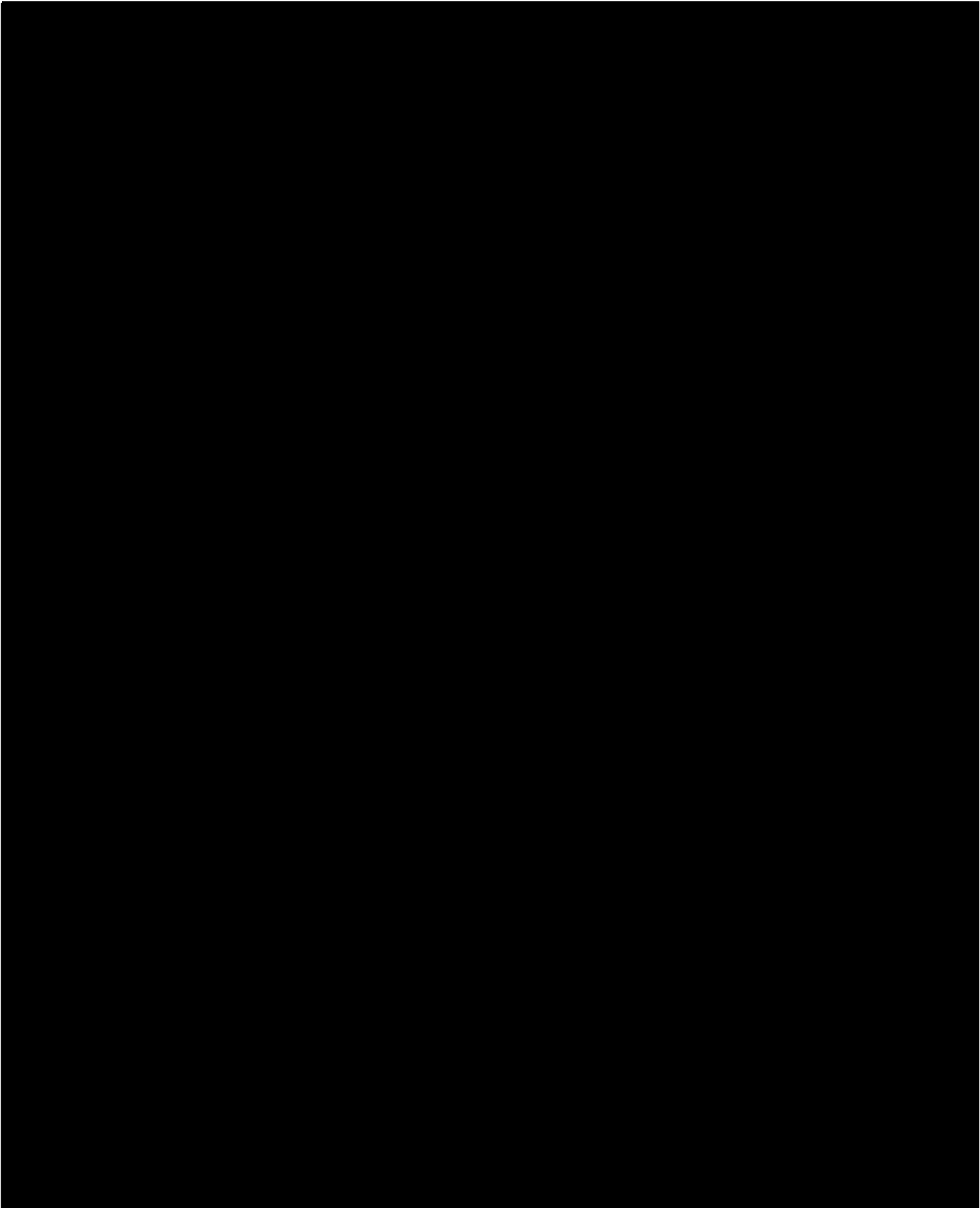
Patient Group will actively participate in cooperative campaigns with other businesses including the National Cannabis Industry Association and the American Herbal Products Association.]

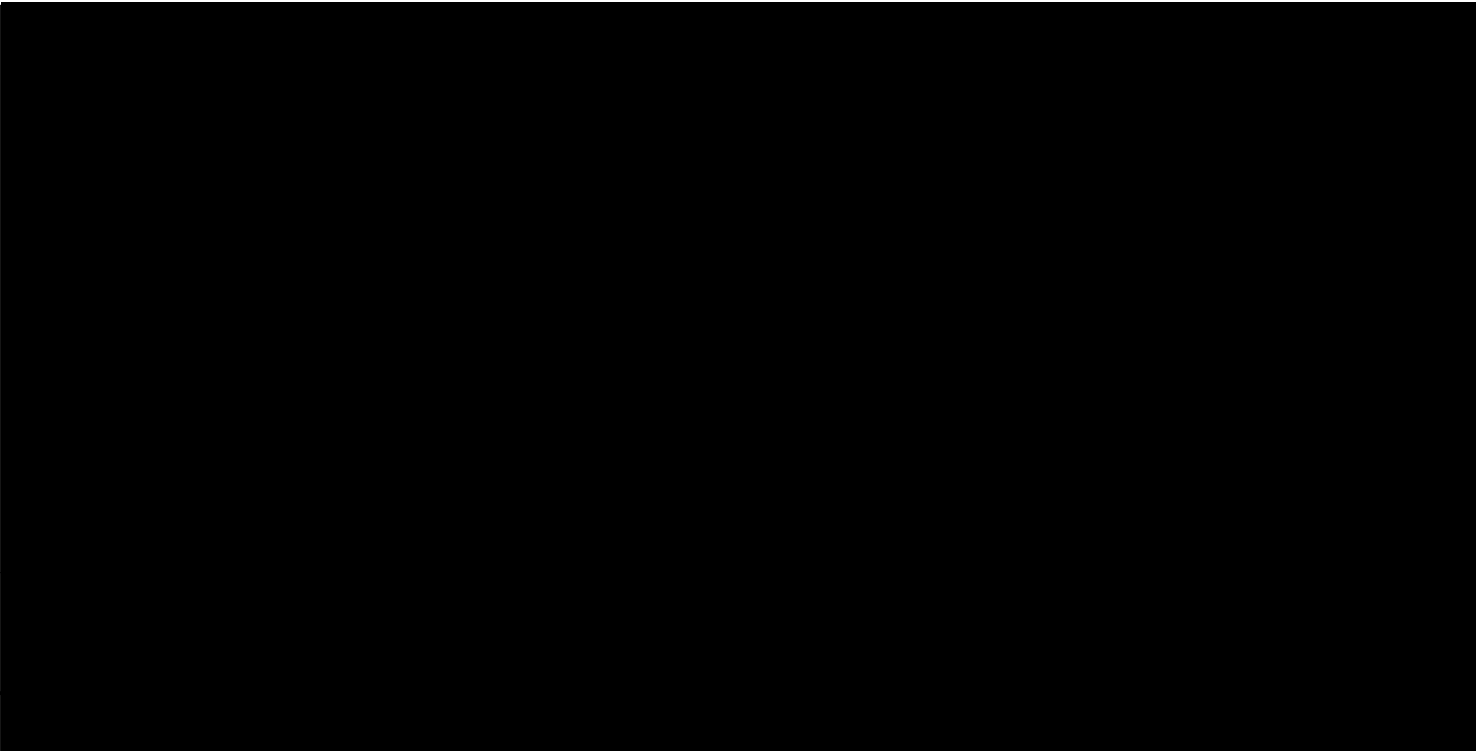
5.8 Provide a description of the proposed enclosed, locked facility that would be used for the cultivation and/or processing of marijuana, including steps to ensure that marijuana production is not visible from the street or other public areas. Note that the security plan will be reviewed as a component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

[JM Farm's Patient Group's Staffing Plan details the processes used to manage our human resources. The Staffing Plan will ensure we have self-sufficient staff who possess the correct skills sets and experience to ensure a successful operation. All employees and consultants are assigned to a department for oversight. Department managers oversee personnel assigned to their department.

### 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 complete formal performance reviews at least annually at the end of any probationary period.

### Key Position Description and Full Time Equivalency:

The chief executive officer oversees the operation of all departments, managers, and agents. The CEO is appointed and reports to the board of directors in accordance with the direction and policies established. [FTE required: 1.0]

The chief of operations officer provides operational oversight and direction to administrative and production staff to help maintain and continuously meet projections and improve the quality of care provided to our qualified and registered patients and caregivers; Oversight of all department management positions, responsible for establishing and maintaining reporting protocols and consistency of production, performance, training and quality standards. [FTE required: 1.0]

The chief financial officer is responsible for oversight of all organizational finances, reporting standards and related staff. The CFO will report to the CEO and board of directors and establish protocols for record keeping and operational fiduciary policy in conjunction with the chief operating officer. Responsible for preparing regular comprehensive reports identifying trends, opportunities and setting deadlines to ensure proper and timely tax and regulatory compliance; establishes and monitors short and long term financial goal projections and action plans. [FTE required: 1.0] The comptroller will assist the CFO with the budget, audits, and monitor internal controls. The comptroller develops the our inventory management strategy and standards with the aim of controlling costs within budgetary limits, generating savings, rationalizing inventory; executes inventory control measures to ensure the company minimizes inventory holding and maximizes stock system and paperwork accuracy; ensures accuracy of the inventory management system for all locations. [FTE required: 1.0]

The cultivation managers are responsible for meeting all goals and prerequisites for organic grade medicinal marijuana propagation and full compliance with all related regulations; establishes complete growing protocols, feeding/fertilizer regimens, pest and disease mitigation, and harvest and curing procedures and timing. Oversight of the production manager and staff, maintains all production related data and analyzes same for reporting. Track harvest yields and enhancement methods and adjust master recipes and regimens to suit demand. [FTE required: 2.0] Under the cultivation manager will be positions for cultivation staff to assist the cultivation manager with the cultivation operation. [FTE required: 18.0]

The production manager oversees all production operations including processing, packaging, and labeling. [FTE required: 1.0] Under the production manager will be a botanical extractionist who will oversee all extractions. [FTE required: 1.0]

The dispensary manager is responsible for overseeing the dispensary and managing dispensary staff. [FTE required: 1.0] Under the dispensary manager will be positions for dispensary agents who will serve patients at the facility and delivery staff. [FTE required: 5.5]

A community outreach manager is responsible for planning, development and implementation of all of the our strategies and communications, and public relations activities, both external and internal; maintains and develops a community presence, website content and design, advertisements, newsletters, and any other outreach materials; directs the efforts of the our staff to coordinate our involvement in community and industry events; [FTE required: 1.0]

The chief education officer provides oversight and facilitates education and training activities of our registered agents and identifies and suggests topics for training through observation and evaluation of patient care; develops, organizes, and facilitates education programs for patients, caregivers, board members, and the community at large and participates in the monitoring of the our quality assurance program. [FTE required: 1.0]

The Director of Security, provides oversight of the company's security and manages, maintains, and audits the security program. He is responsible for making sure the security of the company is efficient and compliant. [FTE required: 1.0]

The medical director provides oversight and support to administrative staff to help maintain and continuously improve the quality of care provided to the our qualified and registered patients and caregivers; facilitates education and training activities of our registered agents and identifies and suggests topics for training through observation and evaluation of patient care; develops, organizes, and facilitates education programs for patients, caregivers, board members, and the community at large concerning methods of consumption, cannabinoid profiles, regulation updates, as well as RMD services and programs; participates in the monitoring of the our quality assurance program; and anticipates and plans for change and meets state and local compliance requirements. [FTE required: 0.5]]

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.

[JM Farm's Patient Group, Inc.'s CEO will work with and advise the department managers in staff acquisition. The process will vary depending on the vacant position and any special circumstances and typically involves the following: identification of need; job classification and description; solicitation of the vacant position using internal posting, partner posting, external posting, temporary staffing agency, or executive search firm; reviewing resumes and applications; performing and recording reference checks on candidates; recording of information from former supervisors; scheduling interviews; delivery of an offer letter to the first choice candidate; performing a criminal background check on the selected candidate to determine eligibility for registration; application to DPH; new hire orientation and training upon successful registration and completion of the probationary period.

All managers and supervisors must comply with all EEOC guidelines when managing personnel issues. 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:

Theresa Creeden, CEO – A Certified Public Accountant (CPA) since 1988, Terry specializes in serving non-profit organizations with financial statement preparation, including Yellow Book and A-133 audits, Uniform Financial Reports, and tax services. Her firm represents over 125 charitable entities and she, specifically, represents a charitable entity that is involved in HIV/AIDS testing and distribution of the various drugs currently utilized in maintaining a quality of life for those infected. Therefore, she is knowledgeable about state and federal guidelines that the organization must abide by in the performance of their work. Terry's experience will ensure the success of JM Farms because of her outstanding strategic, tactical, and financial planning skills, coupled with her deep familiarity with tax services.

Jim Pasiencnik, Founder, President, Cultivation Manager – Mr. Pasiencnik has been a successful commercial farmer for 25 years, experienced in commercial grade agricultural production. He is the owner of JM Pasiencnik Farms's, LLC, owns and runs a trucking company, and maintains an active community presence and brand name operation in Franklin County.

Nicholas Spagnola, Founder, Chief Operations Officer – Mr. Spagnola is an experienced property and personnel manager and is skilled in capital management. He is responsible for the original concept development, community coordination and recruitment of the Board of Directors and executive team. Currently pursuing a BA from the University of Boston Massachusetts with an emphasis on law enforcement and justice curricula, Mr. Spagnola also currently holds a Massachusetts Real Estate Salesperson License.

Michael Bennett, Chief Financial Officer – Mr. Bennet has a strong entrepreneurial and operations background, establishing and managing nightclubs in Boston for over 25 years. He owned and operated a large-multi unit apartment building for a decade and is currently a Reserve Deputy Sheriff for Worcester County.



Nicolas Roder-Hanna, PharmD, Dispensary Manager – Dr. Roder-Hanna is a published doctor of pharmacology. He has career experience as a retail pharmacist and focused on harm reduction measures for the patient population using pain medication in his academic studies.

Matthew Traiger, Chief Financial Officer – Mr. Traiger is a Certified Public Accountant and the successful founder and owner of his accountancy firm. He brings more than a decade of experience in finance management, banking and entrepreneurship.

Mark DeJackome, Director of Security - most recently Mr. DeJackome was the Franklin County Director of Public Safety & Security for over five years, and prior to that was a member of the Town of Shelburne, MA police force and concluded his over 25 years of service and tenure with the department as its Chief of Police.

Nick Hice, Cultivation Manager - a master cultivator known for managing one of the most successful commercial cannabis operations in Colorado. Mr. Hice brings over 15 years of experience with indoor horticulture production.

Stephanie Hartwell, PhD., Community Outreach Manager – Yale graduate Dr. Hartwell is a published professor and consultant specializing in sociology. Her areas of expertise span substance abuse, criminal justice, forensic mental health evaluations and related public policy responses and implications.

Jackie Lageson, PhD., Chief Education Officer – a former corrections and law enforcement officer, Dr. Lageson has a master's degree in sociology and a wide ranging portfolio of academic and teaching credentials. Her doctorate studies were focused on law, policy and social issues.

Jennifer Brinkerhoff, MD, Medical Director – Dr. Brinkerhoff is a board certified physician specializing in geriatric practice. She brings a specialized interest and focus on pharmacology, health care policy and related therapeutic standards and protocols.]

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.

[JM Farm's Patient Group'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. JM Farm's Patient Group's employees are essential to the culture of safety, quality, and compliance we are dedicated to providing patients and our staff.

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.

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.

All our employees will be paid bi-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 employer'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.

Proposed wages:

CEO \$120,000/year

CFO \$60,000/year

COO \$120,000/year

Chief of Education \$35,000/year

Director of Security \$50,000/year

Cultivation Manager \$120,000/year

Medical Director \$100,000/year

Dispensary Manager \$100,000/year

Human Resources Manager \$100,000/year  
Bookkeeper \$60,000/year ]

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.

[JM Farm's Patient Group is committed to training all dispensary agents as required in order to perform all job duties and functions safely and in compliance with all applicable laws and regulations, while ensuring appropriate training in medical marijuana use, safety, security, incident management, and diversion and theft prevention. Department managers are responsible for providing all relevant and adequate training for each individual involved in company operations. Training shall be tailored to the roles and responsibilities of the job function of each dispensary agent. At a minimum, staff shall receive 8 hours of on-going training annually.

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

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

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



resources manager shall be addressed at the monthly department meetings. All employees will have a thorough understanding of the legal and regulatory requirements of the company in general and specifically related to their duties through compliance training. All compliance aspects of the Operations Manual will be highlighted in the training.

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

## **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.

[JM Farms (JMF) will be coordinating the construction and operational implementation of an RMD facility in the town of Deerfield in Franklin County, executing a lease upon award to proceed provisionally by DPH. This RMD facility shall house all cultivation, processing and retail operations for which the construction documents will be complete prior to that notice to proceed, in an effort to fast track the local building department review and approval process. JMF expects this process to take three weeks, with the company garnering its permit for construction on 2/21/14. The construction process is expected to take approximately two months, based on Denver Relief Consulting's experience in managing these projects in other states, with the expectation that a Certificate of Occupancy (CoO) will be obtained 5/1/14.

Shortly after garnering the CoO JMF will begin the propagation of plants on 5/5/14, starting the process of cultivating the company's first crop. Based on the guidance of Denver Relief Consulting, the propagation phase will last two weeks before the plants are healthy enough to transplant into their final container to begin the vegetative phase (24 hours of light on), which will last four weeks before the plants are moved to the flowering phase (lights 12 hours on, 12 hours off). Based on the varieties JMF intends on producing, we expect to have a 70-day flowering cycle that will make these plants harvestable on 9/1/14. Following a drying phase of one week and a curing phase of one additional week, JMF will place the finished medical marijuana in its final package and be ready for retail sale on 9/22/14.

Prior to the completion of construction it will be imperative that JMF begin the process of identifying, recruiting, training and hiring qualified employees for the cultivation and processing positions. To allow time to appropriately address this process, JMF will begin identifying prospective employees towards the end of February 2014, with the expectation that all employees will be hired and begin the training process on 4/8/14. It will also be important to ensure proper implementation of our cultivation and processing tracking software,

BioTrack, which we will integrate into our operations in early April to ensure full functionality prior to the employee start date. JMF will conduct an educational training for all cultivation and processing employees in an effort to provide guidance on cultivation methodology, best practices and cultural intention prior to start of operations and will start that process one week prior to their formal training on 4/8/14. Understanding the huge potential for error in this industry and the catastrophic effects minor errors can have on the operation, it will be important to allow employees approximately a month of training prior to operating in our facility.

Because the retail facility will not be necessary for the operation as early as the cultivation and processing facilities, JMF will delay installing finishes and supplies in the retail space until the start of August. In an effort to minimize the expenses associated with mobilizing contractors twice, JMF will direct the general contractor to install all framing, drywall, and MEP systems at the retail facility at the time the cultivation facility is being constructed.

Again, it will be important to allow the necessary time to properly identify, hire and train qualified employees for the retail facility, so JMF will begin recruiting staff at the same time finishes work begins on the retail portion. JMF expects to begin implementation of BioTrack's retail management and point of sale system one week prior to employees starting training on 9/1/14. This will allow for three weeks of educational and operational training prior to JMF's expected first day of sales on 9/22/14.

Without knowing the date of our interview with DPH, JMF understands that we cannot begin cultivation operations or retail sales without the occurrence of that meeting and final approval from DPH to proceed.]

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 JMF 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:

-Compliance with regulations and recordkeeping requirements should be evaluated quarterly in the first year.

-The inventory control and/or point of sales system should be audited monthly in the first year.

-The CEO will be responsible for regularly 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 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 JM Farm's Patient Group 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. 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. JM Farms 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.

JM Farm's Patient Group 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 JM Farm's performance in relation to patient satisfaction. Contacting patients through a variety of available methods should include a verbal or on-line survey of selected groups of patients quarterly throughout the first two years of operation.

Action: implement process improvements.

Process owners must compile a report to the Board at year-end to regarding the status of their objectives, strategies employed to meet objectives and an assessment of performance indicators. Recommendations for process improvements to be implemented will be rejected or adopted by the Board based on the process owner's report setting the goals for the year.]

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.

[JM Farm's Patient Group, Inc.'s (JMF) Cultivation Plan describes how the designated cultivation manager will operate a safe and secure marijuana cultivation facility in accordance with state regulations and industry best practices. JMF has the special advantage of being founded and administered by a professional commercial farmer, James Pasiecnik with over 25 years owning and managing successful operations. Mr. Pasiecnik will continue his farming operations while lending his considerable cultivation experience throughout the organization from his seat as President of the Board of Directors. He will work closely with Cultivation Manager Nick Hice to share and develop best operations practices and to enact our production standards and protocols.

The cultivation managers will be responsible for ensuring full compliance with the operational policies and procedures detailed in the Cultivation Plan. In addition to procedural compliance, the cultivation managers will be responsible for the prevention and management of plant disorders, and will follow a general plant healthcare checklist to ensure a healthy cultivation environment. All cultivation practices will be consistent with U.S. Department of Agriculture organic requirements. All documentation methods and forms required for organic crop production are maintained in accordance with procedures contained in the Plan.

The cultivation managers will be responsible for daily cultivation monitoring, and maintenance of cultivation records. These records will be made available for inspection and copying by authorized representatives of the business, law enforcement, and the Department as required and approved by management.

Organic fertilizers, pesticides and operation methodologies harbor several advantages to the producer and the patient. Use of organic ingredients to foster propagation eliminates many concerns attendant to

commercial fertilizers and pesticides. The organic production regime requires strict compliance and sanitation standards and an educated, engaged staff and will provide long term cost savings that benefits the operation and its clientele.

JM Farm's guiding principal in addition to our top level commitments to employee and product safety include using organic pesticides only as a final measure. The cultivation manager will base cultivation decisions on experience and accepted medical marijuana science, and will include implementing sustainable cultivation practices whenever possible. The cultivation manager is responsible for producing consistent and predictable yields while also documenting valuable operating information and data for management.

The COO will develop and implement with the cultivation managers an Integrated Crop Management plan that ensures healthy crops and yields by developing and maintaining protocols for the prevention of abiotic and biotic disorders. Abiotic and biotic disorders include infectious microbes such as pest infestations, fungi, bacteria, viruses, and nematodes and noninfectious environmental factors. Disorders can be prevented through management of multiple factors to create an optimal cultivation environment. All cultivation employees are responsible for management of plant health care factors as directed by the cultivation manager, including plant selection and genetic diversity, environmental control and air quality, pest management, water application and quality, sanitation and hygiene, equipment maintenance, chemical applications, nutritional balance and early identification of deficiencies and toxicities.

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

All necessary precautions will be taken during the cultivation and processing of marijuana to prevent contamination of marijuana and packaging materials. These safeguards include, but are not limited to cleaning and sanitizing all equipment, containers, and other contact surfaces as necessary and controlling airborne contamination. As described JM Farm's Patient Group's Quality Control Plan, the cultivation managers will be responsible for ensuring the performance of chemical, microbiological, or other testing as necessary to prevent the use of contaminated ingredients in cultivation and processing operations. The cultivation plan places an emphasis on proper storing and packaging materials for all in-process marijuana and marijuana products appropriately to prevent contamination and adulteration. Preventing cross-contamination and mix-ups between contaminated or adulterated marijuana and clean marijuana and using effective measures to protect marijuana products against adulteration by plastic, glass, metal, or other foreign materials when at risk due to processing equipment or materials will be the responsibility of all production and cultivation staff.

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

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.

[JM Farm's Patient Group's products will be processed in a safe and sanitary manner. It is required that all product be tested, checked for quality, and meet DPH standards. Employees and agents are responsible for distributing uncontaminated marijuana products to patients. Our Quality Control Plan and Recall Plan ensures the production and processing is in full compliance with DPH regulations and testing requirements.

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

Quality checks on water and air will be tested quarterly and after unusual natural events. Water testing will identify contaminants and results will be maintained. Precautions will be taken during the cultivation and processing to prevent contamination of marijuana and packaging materials including: cleaning and sanitizing equipment, containers; washing containers and packaging that contain soil and other contaminants; using safe water in operations; performing chemical, microbiological, or other testing to prevent the use of contaminated ingredients; sterilizing, pasteurizing, freezing, refrigerating, heating, pressurizing, controlling hydrogen-ion concentration, controlling humidity, controlling water activity, or using other effective means to remove or prevent the growth of microorganisms; preventing cross-contamination; and using measures to protect products against adulteration.

Representation samples will be taken from each batch with guidance from DPH. Samples will be recorded in the inventory management system and held in a secured storage areas. Sample records will reflect the origin of the sample to allow for tracing. Samples will be labeled with identifying information. It is our policy to comply with DPH testing guidance through approved laboratories, frequency required, contamination response plans, lot size, and sample size. Product will be tested for the cannabinoid profile and contaminants including mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides.

Testing will be provided by a laboratory that is accredited ISO 17025 by an accrediting body such as A2LA or ACLASS or certified, registered, or accredited by an organization approved by DPH. We will maintain the results of testing for two years in accordance with our Recordkeeping Plan. This lab will test products in accordance with DPH. We will enter into an arrangement with this laboratory for the purposes of testing with a stipulation that individuals responsible for testing at the laboratory be registered dispensary agents with DPH. None of our board of directors, employees, volunteers, or members will have financial or other interest in the laboratory providing services. No employee of the laboratory will receive financial compensation from JM Farms or its agents.

Product transported to a laboratory will be in accordance with our Transportation Plan. Transportation of products to and from the laboratory will comply with 105 CMR 725.110(E). Excess product the laboratory possesses will be returned and disposed of in accordance with our Waste Disposal Plan.

An adverse incident report may warrant a withdrawal or recall of products or those from another RMD. Where a recall or withdrawal is warranted, contaminated product will be destroyed in accordance with our Waste Disposal Policy. In the event of a recall, we will issue a press release, and notify DPH. In the event of a withdrawal, we will begin upon a request or mandate from a regulatory body with authority to do so or upon direction from the GM. The CEO will determine the need to execute a withdrawal or recall. A qualified recall team is to receive appropriate training through mock withdrawal and recall procedures semi-annually.]

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 containing marijuana in any state and MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations by JM Farm's Patient Group. Waste disposal is one of the key component of our Anti-Diversion Plan. All disposed waste will be recorded in a waste disposal log with details pertaining to the date of disposal, type and quantity of waste disposed of, manner of disposal, and the name of the patient or caregiver who supplied the waste if applicable. Our waste disposal provisions include details for excess product disposal, liquid and solid waste disposal based of guidelines from the Dept. of Environmental Protection, composting practices, and the disposal of expired, contaminated, or otherwise unusable medical marijuana products. Any marijuana that is not needed in order to serve the projected needs of registered qualifying patients must be properly disposed. The COO is responsible for determining and documenting the need for excess inventory disposal in coordination with the dispensary manager.

Department managers are responsible for ensuring the quality and safety of medical marijuana products in their inventory on a daily basis. Department managers must ensure that expired, contaminated, or otherwise unusable medical marijuana products are disposed of in accordance with the Waste Disposal Plan and properly recording in the inventory management or point of sale systems. We will accept at no charge unused, excess, or contaminated marijuana from registered patients or caregivers and destroy it as provided in 105 CMR 725.105(K) and maintain a written record of such disposal in the Waste Disposal Log which shall include the name of the patient or personal caregiver if applicable. Liquid waste containing nutrient residues, marijuana, or by-products of marijuana processing shall be disposed of in compliance with requirements for discharge into surface water (314 CMR 3.00), groundwater (314 CMR 5.00) and sewers (314 CMR 7.00), or disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00.

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

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

The waste disposal log will be used to document the disposal of medical marijuana waste. Records of waste disposal should have both a manifest number and a certificate of disposal. The Waste Disposal Log will document the: date of disposal; type of waste (expired, mold/mildew, contaminated, unusable product, returned product, or other); detail about the waste (strain or product name and why the product is being disposed of), and the type of disposal method. ]

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.

[JM Farm's Patient Group intends to provide a large variety of products to benefit and deliver quality medicinal marijuana palliative care options to the patient population. Infused products and vaporizers offer patients the medicinal benefits of cannabinoids without the combustion of plant material. Our focus is to provide safe and effective medical marijuana products that benefit the patient's wellbeing.

#### Types/Forms

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

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

#### Food Protection Processes

The production manager is responsible for: the implementation of best manufacturing practices; ensuring the greatest variety of products from available marijuana by-product; the oversight of all production processes; and that all products have been properly decarboxylated. The CEO will approve the addition of any new product line or processing method to production operations. Master production formulas and batch production records will be developed and maintained in accordance with Food and Drug Administration guidelines. Any edible MIPs that we produce will not bear a reasonable resemblance to any product available for consumption as a commercially available candy. All edible MIPs that resemble a typical food or beverage product will be packaged in opaque packaging and labeled in accordance with 105 CMR 725.105(E)(3).

Sanitation - All edible MIPs will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food and 105 CMR 300.00: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. Maintenance schedules will ensure the sanitary conditions of all production areas, and all sanitation and maintenance activities will be recorded in the facility maintenance log. Employees must follow basic hygienic practices to mitigate the contamination of MIPs including: appropriate clothing and uniforms, adequate personal cleanliness, thorough hand washing practices, etc.

Storage - The COO is responsible for ensuring compliance of all storage areas in accordance with the security requirements of applicable laws and regulations. Adequate lighting, ventilation, temperature, humidity, space, and equipment will be provided. All storage areas will be maintained in a clean and orderly condition and will be free from infestation by pests of any kind. All safes, vaults, and any other equipment or areas used for any process related to marijuana will be clean and securely locked and monitored.

Dispensing - Immediately upon entry to our dispensary, all qualifying registered patients and personal caregivers will be verified in the Department database. We will only display one sample of each product offered for sale. Employees will be trained to speak with qualifying registered patients about all products and compliance with applicable law. Any dispensary agent may refuse to dispense to a patient or personal caregiver if they are of the opinion that the patient of the public would be placed at risk. All transactions will be

documented in the inventory control system and integrated with the point of sale system. The point of sale system will generate the appropriate label to include the patient's information as well as all other labeling requirements. Patients will receive educational materials on the use of MIPs and all applicable test results and instructions for use.

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

Tracking - Our seed-to-sale system will be utilized at all times. Patients will be required to sign purchase orders, invoices, and manifests to increase accountability. A web-based ordering control system will provide records of purchase times, dates, and quantities. The COO will ensure that inventory control systems and point of sale systems provide a number of reports that detail essential information for the tracking of marijuana. All purchases will be tracked in our point of sale system to track purchases and ensure no qualifying registered patient is sold more than what their recommending physician indicated on their written certification.]

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.

[JM Farm's Patient Group's (JMF) COO is responsible for oversight of all inventory management activities in coordination with the cultivation staff. The COO shall verify adherence to law, procedures, and policies. Department managers are responsible for the accurate recording of all inventory transactions in their department. The COO is responsible to ensure that our cumulative inventory of seeds, plants, and usable marijuana reflects the projected needs of registered qualifying patients. Beginning inventories shall be established based on demand projected in our business plan. Inventory limits will be adjusted by the production manager to anticipate future patient needs.

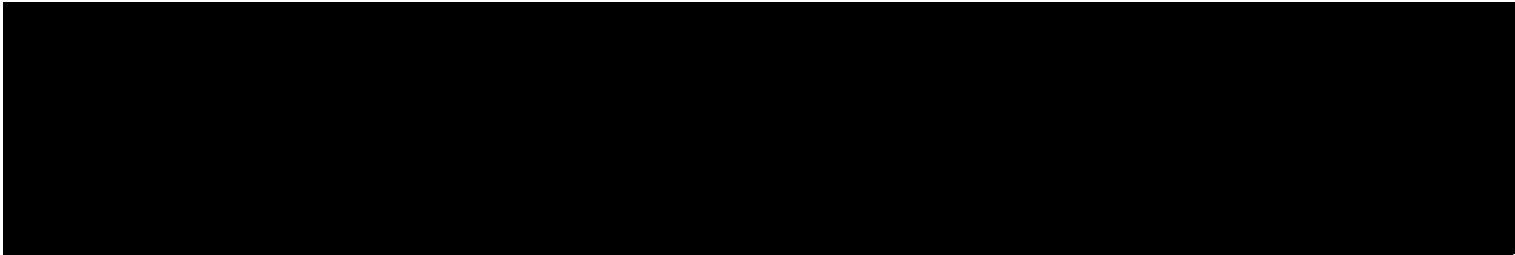
The COO, in coordination with the department managers, is responsible for the accurate real-time reporting of marijuana inventory including the following: marijuana plants; marijuana plant-clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal.

JMF has elected to contract with BioTrackTHC (BioTrack). BioTrack describes itself as the industry's only true seed-to-sale Medical Marijuana Software, designed as a turn-key general operating platform and medical marijuana POS software system to meet state regulations, inventory management and all record keeping needs. BioTrackTHC is a division of Bio-Tech Medical Software, Inc., a Florida based company whose team members boast over 50 combined years in the medical industry. This vast level of knowledge offers experience and technological agility designated for the cannabis market.

The COO will direct department managers to perform certified inventory counts on a regular basis utilizing a cycle count method. A cycle count requires the department manager perform a complete count of the inventory over a period of time counting inventory groups individually.



Each department manager will ensure that cycle counts are completed on schedule with minimal possible impact on regular operations. The same personnel will be assigned to recurring inventory groups whenever possible. The department manager will review any discrepancies and approve all inventory management system adjustments. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving JMF or any dispensary agent will be reported to the production manager and the Department in accordance with the Recordkeeping, Reporting, and Notifications section. All counts will be recorded in the inventory log and entered into the inventory management system or point of sale system immediately if counted on paper or by recording device. Any discrepancies identified during inventory will be reported to management to be investigated and determine if referral to the Department is necessary.

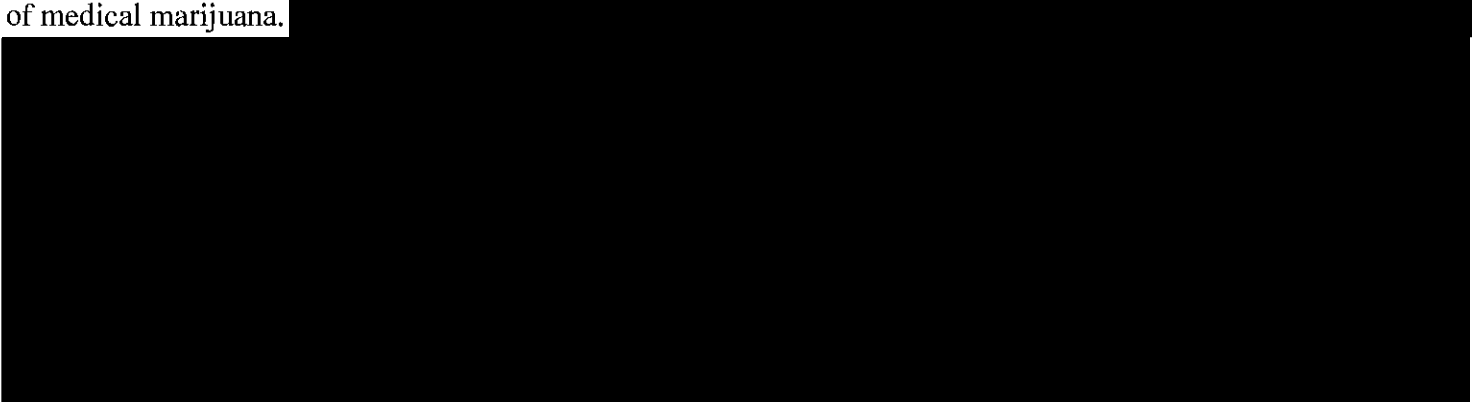


Seed-to-sale tracking procedures:

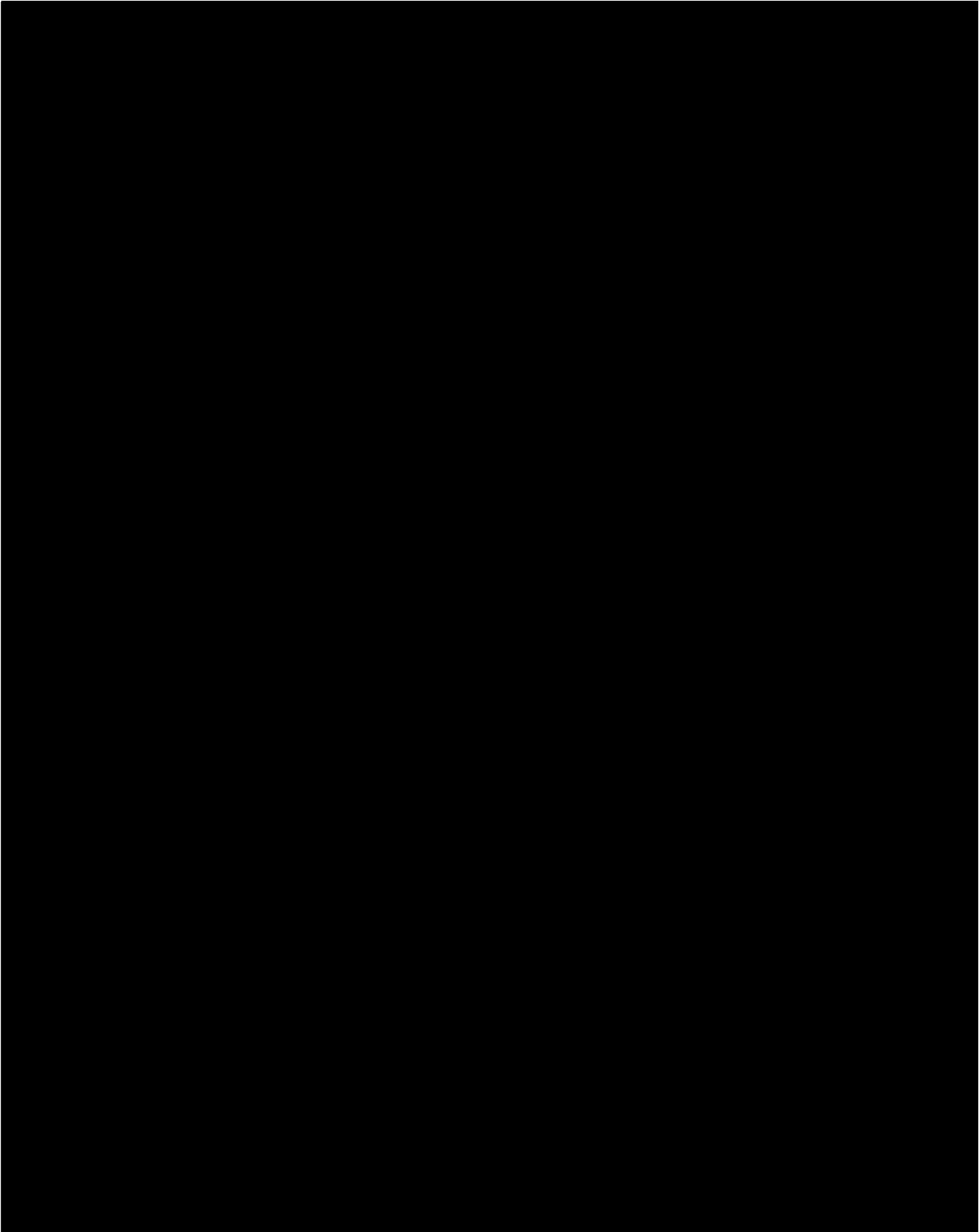
BioTrack's methodology will be utilized by JMF at all times. All inventory movement will be tracked in ten-day increments for discrepancy identification. Patients will be required to sign purchase orders, invoices, and manifests to increase accountability. A web-based ordering control system provides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

Storage of marijuana products:

All of our storage areas will have adequate lighting, ventilation, temperature, humidity, space, and equipment. There will be a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, contaminated, or whose containers or packing have been opened or breached, until such products are destroyed. All storage areas will be maintained in a clean and orderly condition, be free from infestation of pests, and maintained in accordance with the security requirements of 105 CMR 725.110. The COO in coordination with the department managers is responsible for monitoring and restricting access to secure storage of medical marijuana.



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.

[JM Farms (JMF) is committed to serving the patient population in Franklin County, MA. Per the most recent US Census in 2012, Franklin County has a population of 71,540. 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 1,400 patients as a baseline within the county.

Franklin County has several features to be considered in determining our service potential for the emerging medical marijuana sector, not the least of which is simply the opportunity to legally obtain this new alternative of treatment. Patients that may find themselves closer to JMF geographically may join rather than alternatives based within their home county. Franklin County is adjacent to Worcester (population: 806,163), Berkshire (population: 130,016) and Hampshire (population: 159,795) counties. Each of these neighboring counties must be considered as part of the potential patient population, and with the gross aggregate population for those counties estimated at 1,095,974, we can see ample potential for significant inter-county migration to JMF, based on the individual patient location.

Franklin County's currently represents approximately 1% of the state population overall and over 16% of the population is over 65 years of age. While we employ a factor of 2% overall as the potential patient population, it appears clear that many more individuals may have conditions that qualify that heretofore did not have medicinal marijuana as a viable and legal therapeutic option to address common issues such as chronic pain, in addition to the full suite of geriatric conditions that could potentially benefit from same.

According to 2012 US Census data while the median household income for Franklin County is an average \$52,246 in comparison to the national household income level pegged at \$52,762. Given the same data

set indicates a sub-poverty income level of between 11-12% for the county, we plan to provide discounted services on a sliding scale for all that qualify under the JMF's Patient Hardship Plan.

JM Farms is committed to providing access to all eligible members of the patient population. For those who 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. For patients requiring or preferring advanced measures for in-depth conversation, professional interpretation services may be necessary. Through the Massachusetts Commission for the Deaf and Hard of Hearing and regional private firms such as Partners Interpreting ([www.partnersinterpreting.com](http://www.partnersinterpreting.com)), video remote interpreting (VRI) can be arranged where our staff can relate information to a professional interpreter who will then sign the information for the patient through a live video portal online.

JM Farm's Patient Group also recognizes the patient population will likely include members who primarily communicate in English as a second language (ESL). As of 2010 Franklin County has well over 4,000 persons self-identifying as falling into the ESL category. The three primary languages besides English in Franklin County are as follows; Spanish (population: 1,310), French (population: 614) and Polish (population: 308). 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 for either individualized service or for the production of language specific media designed to cater to that portion of our clientele.]

- 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.

[JM Farms 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 COO 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.

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

Measures for addressing and reporting any loss or unauthorized alteration of records related to marijuana are detailed in the full plan. The COO is responsible for all record keeping requirements and the proper integration of those requirements into policies and procedures. Information held about registered qualifying patients, personal caregivers, and dispensary agents is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required by law or pursuant to an order from a court of competent jurisdiction, provided however the Department may access this information to carry out official duties. No employee is allowed to disclose patient information to any person other than another employee for operational purposes only or a patient's designated personal caregiver. The dispensary manager is

responsible for patient records management and security. Any computerized inventory or point of sale system must offer acceptable levels of data protection equal to that of HIPAA protection. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents must be reported to the COO immediately who will report any incidents to the Department and law enforcement. We will utilize the Department's electronic registration and dispensing tracking system and integrate it into our point of sale system. We will comply with any ongoing reporting to the Department on operational, quality, and financial information in a form and manner to be determined by the Department. The COO is responsible for the accuracy and timely submission of all required reporting.

A third-party compliance officer is required to perform audits of all records to ensure their accuracy and to review the performance of the point of sale and inventory management systems. A culture of responsibility and detail orientation will be consistently encouraged with employees. The importance of recordkeeping and reporting as a part of a highly regulated environment will be stressed in day to day supervision and training. Accuracy and detail by employees will be strongly encouraged and highly rewarded.]

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.

[JM Farm's Financial Assistance Program is a sliding scale program which will provide support to the greatest number of patients possible based on income. Proof of assistance from another income based support program will serve as sufficient evidence for enrollment in our Financial Assistance Program. The program utilizes a voucher system based on patient need and use.

Patients receiving the following aid or with certified tax return adjusted gross income between 201% and 300% of federal household poverty level will automatically qualify for the standard voucher level (equivalent to a 33% discount): 1) Any unemployment benefits; 2) Worker's compensation benefits; 3) SNAP; and 4) Medicaid or MassHealth.

Patients with income between 100% and 200% of federal household poverty guidelines will qualify for the plus voucher level (equivalent to a 66% discount).

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

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

The value of the monthly voucher amount awarded will be based on income level and sixty-day supply limits determined by the recommending physician. Vouchers allow patients access to all forms of medical marijuana and does not limit them to a restricted selection of discounted product. The point of sale system will be utilized to track the program including voucher amounts and expiration dates.

During initial operations, we will issue vouchers in a total program amount equivalent to 13% of projected annual gross income. This is equal to the percentage of Massachusetts households receiving food assistance benefits. Once we have a cash flow positive status, the voucher program will increase to 25% of the previous years' gross income. The board of directors may adjust these levels based on the desired mix of community and patient support.

If a patient has a need beyond the maximum award level, the general manager may approve a higher voucher award. Participation in the program is on a first come, first served basis. The dispensary manager shall maintain a waiting list of applicants to select new participants when program slots become available. Patients must provide new award letters upon the one-year anniversary of the award or provide tax returns every 12 months to maintain status in the program. All patients participating in the program are required to sign an anti-diversion and responsible use pledge. Any patient suspected of diversion will be removed from the program immediately by the dispensary manager. All financial documentation submitted for review shall be kept in a locked file cabinet in a secured area that is locked every evening after business hours.

The Financial Assistance Program will be overseen by the dispensary manager. The board of directors must authorize the program budget annually.]

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.

[JM Farm's Patient Group, Inc.'s (JMF) Patient Education Plan is a comprehensive plan that includes an allotment of educational materials developed by Americans for Safe Access that are in compliance with Department regulations. They will be provided to our registered qualifying patients and their personal caregivers in every orientation session. An adequate supply of up-to-date educational materials will be maintained and made available for distribution. The educational materials will be available in languages accessible to all patients we serve, including for the visually and hearing impaired. All educational materials will be available, upon request, for inspection by the Department.

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

The chief education officer is responsible for providing and maintaining patient education materials in accordance with Department regulations. We may engage the services of a third-party for translation services, if

needed. The dispensary manager and medical director may also coordinate and schedule quarterly educational events for patients and caregivers free of charge covering in-depth topics relevant to our community. All new patients and caregivers visiting JMF for the first time will receive a new patient guide. The guide will be updated semi-annually by the chief education officer and only include information from credible sources.

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.

[JM Farm's Patient Group's Marketing and Advertising Plan details how to use printed advertising to market health and wellness services and products offered at RMD in compliance with state laws and regulations. It is an established practice that we will never use medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana in our logo pursuant to 105 CMR 725.105(L). We will never produce any items for sale or promotional gifts bearing a reference to marijuana or MIPs, including in our logo.

Eventually, we are likely to have a logo designed for the organization. In our logo and promotional material, we will prohibit the use of any statement, design, representation, picture, or illustration that: encourages or represents the use of marijuana for any purpose other than to treat a debilitating medical condition or related symptoms; encourages or represents the recreational use of marijuana; is related to the safety or efficacy of marijuana unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor, which shall be made available upon the request of the Department; and portrays anyone under 18 years of age.

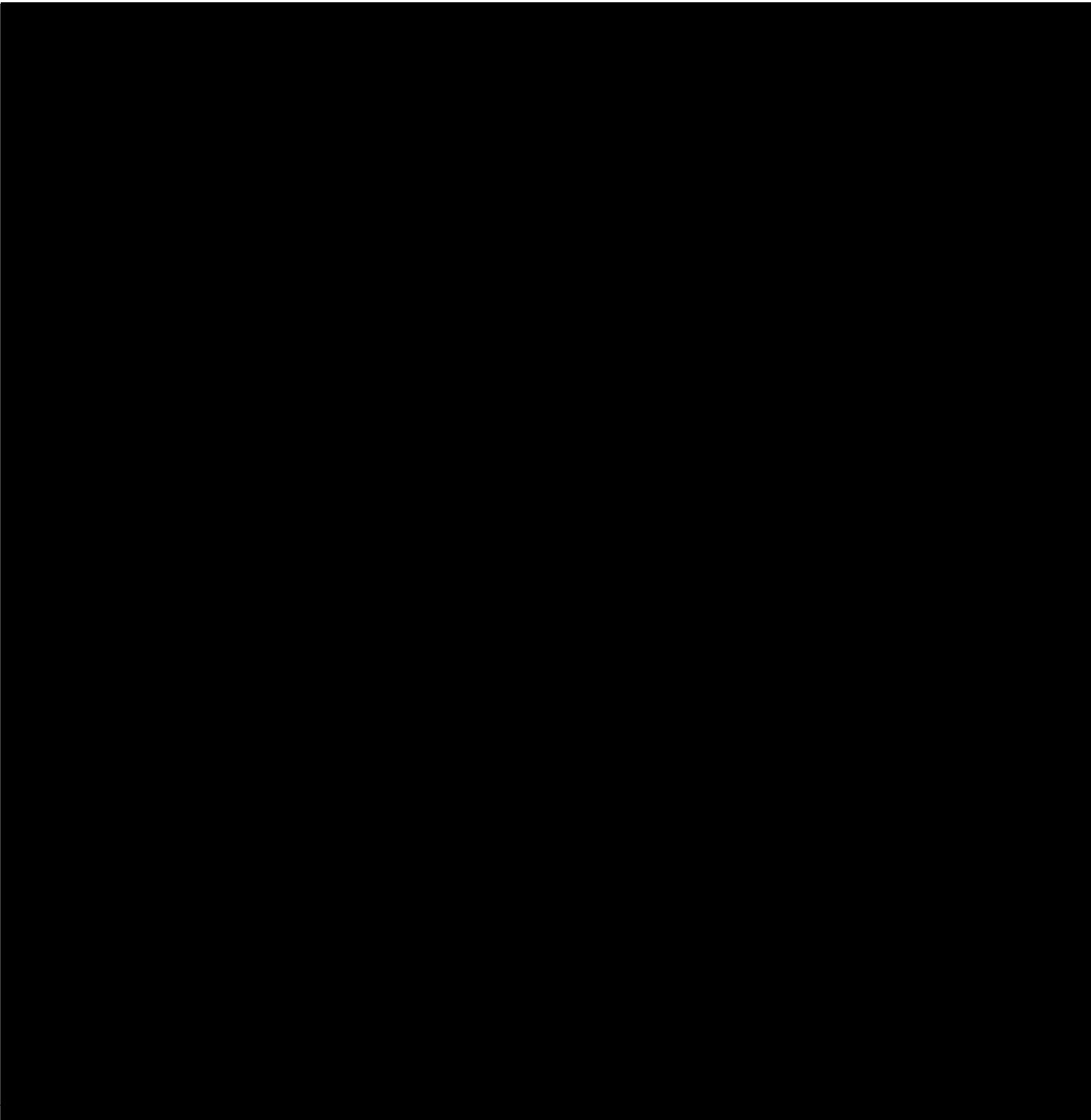
We plan to use printed advertising to market health and wellness services offered at our company, as well as products available and the associated benefits. We will only pursue advertisement opportunities in alternative medicine, pain management, or similarly focused industry publications to promote our company in a responsible manner to an intended audience of qualifying patients. We will develop advertisements with a clear call to action while tracking effectiveness by including a unique offer or promotion code in order to evaluate and serve our patient population. We will provide a website with basic information to assist patients in contacting us and with general information on medical marijuana and the law. Once established and verified as a qualified patient, we will provide a patient and their caregiver with access to a secure web based ordering system that provides pricing, specific product information, and pre-ordering capability. All web orders for delivery will be confirmed by telephone and comply with all policies outlines in the Product Storage and Transportation Plan.

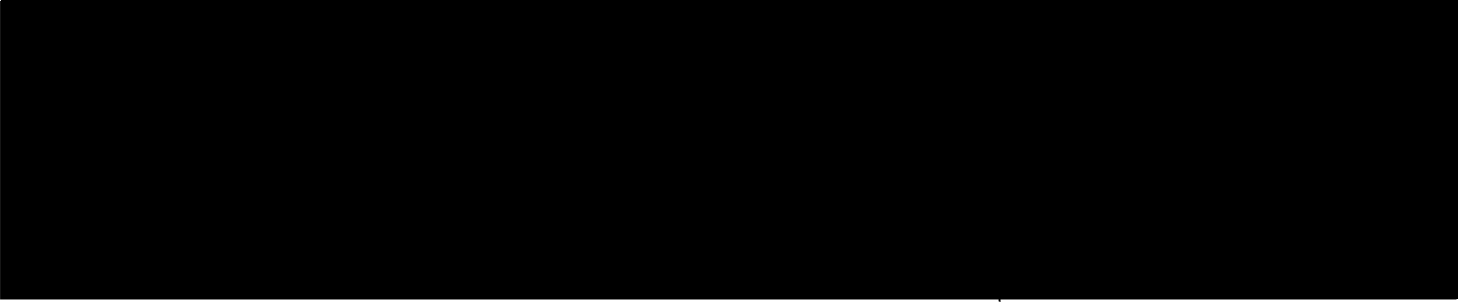
We will never produce any items for sale or promotional gifts, such as T-shirts or novelty items, bearing a symbol of or reference to marijuana or MIPs, including the logo of our company. External signage will only display the registered company name and address to assist qualifying patients and their caregivers in locating the business. External signage will only be illuminated 30 minutes before sundown until closing and comply with all local requirements regarding signage. A phone number and website may also be displayed to provide a resource for patients to obtain additional information about our company.



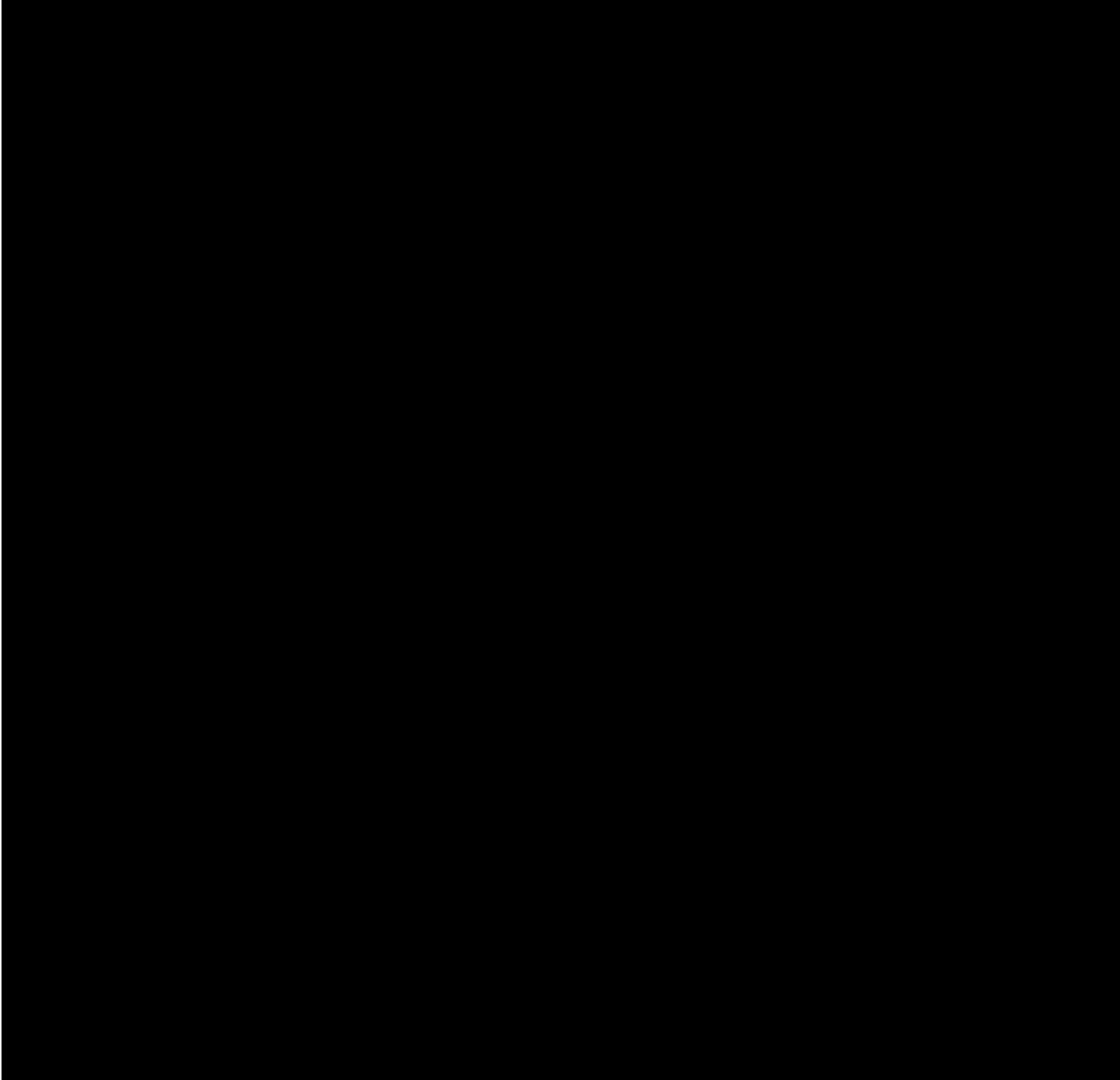
We will ensure that all medical marijuana, products, and associated products are not visible to a person from the exterior of our facility. Our advertising practices will promote our company and the medical marijuana program in a respectful, educational, and medically toned manner. We are committed to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

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





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



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

[JM Farm's Patient Group (JMF) has developed detailed Emergency and Incident Response Plan and training program that prepares staff to handle any type of incident. Complaints regarding the safety or quality of a product is handled in accordance with the Quality Control and Recall Plan. Incidents regarding physical emergencies, theft, and other security risks are governed by our Emergency and Incident Management Plan. Regardless of incident type, JMF responds to incidents and complaints immediately. Each incident is handled in relation to its severity and immediacy. All theft, diversion, and unlawful product destruction is reported to DPH and local authorities by the COO as required. The COO will audit incident reports to ensure compliance with regulation, policies, and procedures. The Emergency and Incident Response Plan establishes procedures for addressing any occurrence including natural disaster, unauthorized access, theft, disclosure of confidential information, or any other adverse incident in accordance with applicable legal and regulatory requirements and JMF policy. Provisions for general emergency and incident management, general incident containment and corrective measures are thoroughly detailed in the Plan. Primary and alternate contact lists are contained therein, in addition to a notification tree and Incident Assessment Checklist. The COO is assigned responsibility for confirming the occurrence of an Incident requiring the execution of this protocol, and for ensuring the response protocol is followed. We will immediately notify appropriate law enforcement authorities and the Department within 24 hours after the discovery of a reportable incident as defined by Department regulations. Measures for Incident reporting in accordance with state law and regulations are comprehensively detailed. Any adverse incident will be documented and contain full descriptions of all related parties and their actions. Incident reports will be maintained for no less than one year and made available, upon request, to the Department and to law enforcement authorities acting within their lawful jurisdiction. Adverse incidents will be used as a training opportunity once resolved, as appropriate. With respect to an adverse incident complaint that entails a product recall, the primary emphasis of activities described within this protocol is the protection and safety of our patients and employees, a rapid return to a normalized and secure state as quickly as possible, while minimizing the adverse impact to the JMF Product recall procedures are addressed in JMF's Product Recall Plan. There are two levels of product recall: recall and withdrawal. A recall is generally undertaken to protect patient health and safety. In the event of a recall, JMF must issue a press release and notify the Department immediately. A withdrawal is generally conducted for quality purposes or as a precautionary measure before an official recall is implemented. The classification of a recall typically involves the presence of bacteria or a substance that may cause a potential allergic reaction. The term "recall" can have legal significance, insurance, and liability implications. The term should be used carefully and only when regulations mandate. Otherwise, the term withdrawal must be used. Any determination by the COO to implement recall procedures must be supported by test results or other scientific documentation or expert opinion. The Quality Control and Recall Plan outlines our procedures for quality control that will ensure the production and processing of marijuana is in full compliance with Department regulations and mandatory testing requirements. The provisions contained therein are established to ensure all marijuana produced by JMF is tested for contaminants and cannabinoid profile in compliance with testing guidelines published Department, and to ensure that the results of all testing are maintained for no less than one year. A contractual arrangement for testing services will be maintained by JMF at all times, with an appropriately accredited laboratory approved by the Department. Upon receipt of executive approval, the COO will notify legal counsel and maintain communication with counsel throughout the withdrawal or recall procedures.]

**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: JM Farm's Patient Group, Inc.**

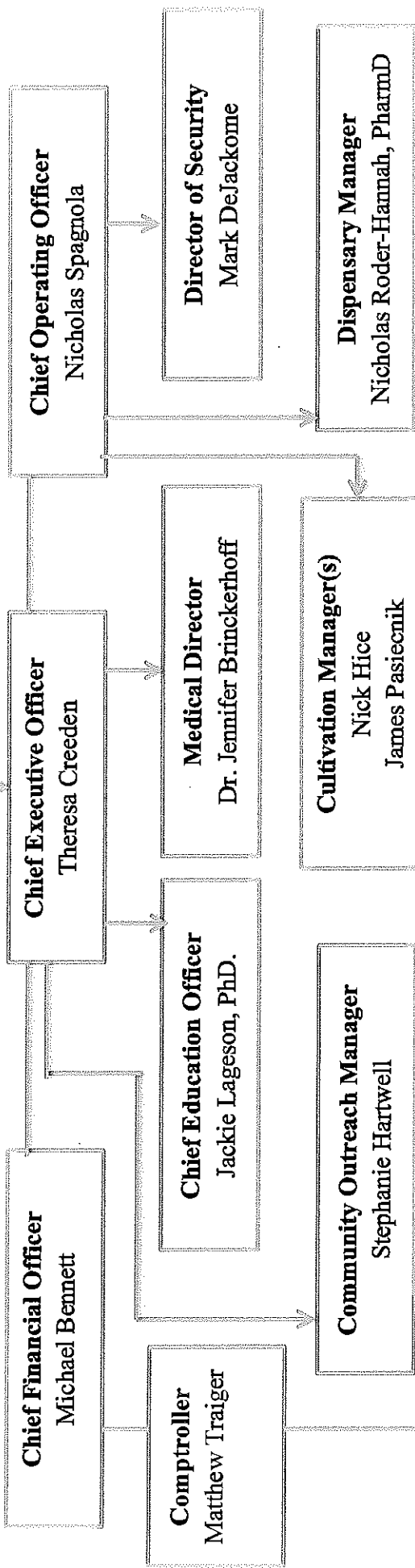
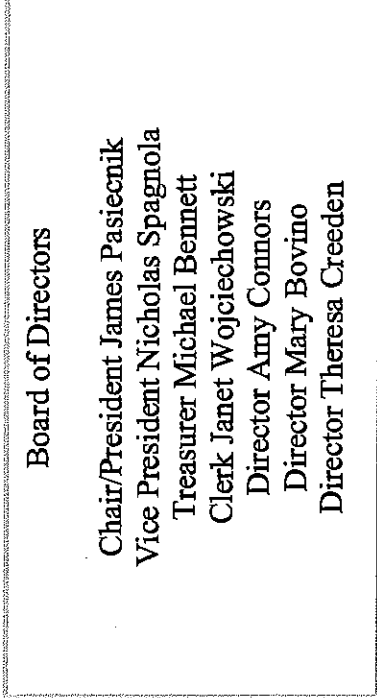
**Application # (if more than one): N/A**

**Attach organizational chart.**



**ORIGINAL**

RMD Phase 2 application- November 21, 2013  
JM Farm's Patient Group, Inc. Exhibit 1.3



**Responsibilities:**

- Board of Directors** -- Oversee the CEO
- Chief Executive Officer** -- Oversee the COO, CFO, Medical Director, Education Director, and Outreach Manager.
- Chief Operating Officer** -- Oversee the operation of the corporation, the Director of Security, the Cultivation Manager, and the Dispensary Manager.
- Chief Financial Officer** -- Oversee the finances of the corporation, comptroller and the Human Resource Manager. Perform periodic operational reviews of the non-profit.
- Chief Education Officer** -- Oversee the corporation's educational program.
- Medical Director** -- Oversee the patient coordinator.
- Director of Security** -- Oversee security of the corporation.
- Community Outreach Manager** -- Direct community outreach and public relations.
- Cultivation Manager** -- Oversee cultivation operations.
- Dispensary Manager** -- Oversee dispensary operations.
- Human Resources Manager** -- Oversee the human resources department and manage personnel.
- Comptroller** - Supervise the quality of accounting and financial reporting of the non-profit.



**BOARD OF DIRECTORS**  
(Exhibit 1.4)

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

Corporation Name: JM Farm's Patient Group, Inc.

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

Board Role	Name	Date of Birth	Business Email	Business Address
1	James Pasiecznik	[REDACTED]	jmpasiecznik@gmail.com	117 Sand Gully Road, South Deerfield, MA 01373
2	Nicholas Spagnola <b>Diversity Factors:</b> Hispanic	[REDACTED]	nickspag@gmail.com	88 Endicott Ave, Revere, MA 02151
3	Michael Bennett	[REDACTED]	Mikerben1@yahoo.com	8 Whittier Place, #19G&H, Boston, MA 02114
4	Janet Wojciechowski <b>Diversity Factors:</b> Female	[REDACTED]	jbwojcie@comcast.net	97 Hawley Street, Northampton, MA 01060
5	Amy Connors <b>Diversity Factors:</b> Female	[REDACTED]	aconnors@connorsandassociates.com	58 Main Street, Topsfield, MA
6	Mary Bovino <b>Diversity Factors:</b> Female	[REDACTED]	mbovino@eaglebrook.org	271 Pine Nook Road, Deerfield, MA 01342
7	Theresa Creeden <b>Diversity Factors:</b> Female	[REDACTED]	tcreeden@sandbergandcreeden.com	331 Page Street, Stoughton, MA 02072



**ORIGINAL**



**CORPORATE BYLAWS**  
**(Exhibit 1.6)**

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

Corporation Name: JM Farm's Patient Group, Inc.

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

Attach bylaws.



**BYLAWS**  
**of**  
**JM Farm's Patient Group, Inc.**  
**November 16, 2013**

 ORIGINAL

# BYLAWS

Of

JM Farm's Patient Group, Inc.

## ARTICLE 1

### General Provisions

**Section 1.1 Name.** The name of this non-profit corporation is JM Farm's Patient Group, Inc., and shall herein be referred to as "the non-profit."

**Section 1.2 Offices.** The principal business office of the non-profit shall be at 207 River Rd, Whately MA 01093. The non-profit may also have offices at such other places as the non-profit may require.

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

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

## ARTICLE 2

### Statement of Purposes

The non-profit is organized for nonprofit purposes including, but not limited to, providing patients with knowledgeable, dedicated, compassionate herbal medicine expertise, and high quality, affordable marijuana for medical use. As permitted by law, the non-profit may engage in any and all activities in furtherance of, related to, or incidental to these purposes, the activities being lawful for a non-profit formed under Chapter 180 of the General Laws of Massachusetts. Any revenue from the non-profit shall be used solely in furtherance of the non-profit's nonprofit purposes.

## ARTICLE 3

### Board of Directors

**Section 3.1 Authority.** The business and affairs of the non-profit shall be controlled and governed by the board of directors and any committees created hereto, which shall have the right to exercise all powers of the non-profit as permitted by law except as limited herein, including without limitation hiring and removing all executive staff.

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

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

**Section 3.4 Meetings.** The board of directors shall hold annual meetings each year and may select the time and place for annual and other meetings of the board. Additionally, the board of directors must meet a minimum of once per quarter at the principal place of business. Other meetings of the board of directors may be called by the president or by a majority of the directors then in office by delivering notice in writing, of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

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

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

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

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

**Section 3.9 Compensation.** Directors as such shall not receive any salaries for their services on the board, but directors shall not be precluded from serving the non-profit in any other capacity and receiving reasonable compensation.

**Section 3.10 Resignation.** Any director may resign by delivering a written resignation to the non-profit at its principal office or to the president or clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time. Notwithstanding, any resigning director may appoint his successor if said director resigns within one year of being appointed as a director providing obtaining applicable regulatory approval.

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**Section 3.11 Removal.** Directors may be removed without cause except for the founding directors. The founding directors shall be Director Spagnola, Director Bennett, Director Pasienick and Director Wojciehowski and may only be removed for "Cause" by a vote of three-fourths of the disinterested board of directors at any meeting of the board of directors. No member of the board shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the director whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought. For the purpose of this Section "Cause" shall mean if any director: (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 director 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 a renew a marijuana dispensary permit, as determined in a written opinion of the non-profit's legal counsel; or (4) or disability of the director such that the director cannot perform the director's duties for a period equal to ninety (90) days in any three hundred sixty-five (365) day period.

**Section 3.12 Vacancies.** Any vacancy occurring in the board of directors shall be filled by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

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## ARTICLE 4

### Committees

**Section 4.1 Committees.** The board of directors may create such standing and special committees as it determines to be in the best interest of the corporation. The board of directors shall determine the duties, powers, and composition of such committees, except that the board shall not delegate to such committees those powers which by law may not be delegated. Each such committee shall submit to the board of directors at such meetings as the board may designate, a report of the actions and recommendations of such committees for consideration and approval by the board of directors. Any committee may be terminated at any time by the board of directors.

**Section 4.2 Executive Committee.** There shall be an Executive Committee consisting of at least three board members. The initial members of the Executive Committee shall be the founding directors. The Executive Committee shall be able to appoint and approve other Executive Committee Members as specified herein.

Notwithstanding anything to contrary, the Executive Committee shall have the following powers, which shall be executed through a 3/4 vote of the Executive Committee, which those powers shall be exclusive to all other entities and individuals in the corporation, including the powers of the board of directors as a whole:

1. Selling any of the assets of the Non-profit;
2. Raising capital in any form or manner in excess of \$10,000;
3. Prepaying any loan or other financial obligation of the corporation in excess of \$50,000;
4. Committing the Non-profit to any financial obligation over \$50,000 excluding employment;
5. Adding or removing any member of the Executive Committee or dissolving the Executive Committee;
6. Nominating a Director (which shall be approved by a majority vote of the board); or
7. Amending these bylaws.

The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

**Section 4.3 Other Committees.** The non-profit shall have such other committees as may from time to time be designated by resolution of the board of directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

**Section 4.4 Meetings and Action of Committees.** Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the board of directors unless fixed by the committee. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

## ARTICLE 5

### Officers

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**Section 5.1 Officers.** The officers of the non-profit shall be a chairman, a president, a vice president a treasurer, and a clerk of the board of directors and such other officers as may be elected in accordance with the provisions of this Article.

**Section 5.2 Appointment.** The officers of the non-profit shall be appointed annually by the board of directors at least one time every two years. Each officer shall hold office until a successor shall have been elected and qualified.

**Section 5.3 Vacancies.** A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

**Section 5.4 Removal.** Any officer may be removed without cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors. No officer shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the officer whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

**Section 5.5 Chairman.** The chairman shall preside at all meetings of the board of directors, and shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

**Section 5.6 President.** The president shall preside at all meetings of the board of directors in the chairman's absence. The president, or other proper officer or agent of the non-profit authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

**Section 5.7 Vice President.** The vice president shall preside at all meetings of the board of directors in the chairman's absence. The vice president, or other proper officer or agent of the non-profit authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The vice president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

**Section 5.8 Treasurer.** The treasurer, or other proper officer or agent of the non-profit authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the non-profit; receive and give receipt for moneys due and payable to the non-profit from any source whatsoever, and deposit all such moneys in the name of the non-profit in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors.

**Section 5.9 Clerk and Secretary.** The clerk and secretary shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these bylaws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

## ARTICLE 6

### Corporate Transactions

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**Section 6.1 Contracts.** The board of directors may authorize any officer or officers, agent or agents of the non-profit in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the non-profit, and such authority may be general or confined by specific instances.

**Section 6.2 Indebtedness.** All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the non-profit, shall be signed by the president, vice president or treasurer, or such other officer or agent of the non-profit as from time to time may be determined by the board of directors. In the absence of such determination of the board, such instruments shall be signed by the president or treasurer of the non-profit.

**Section 6.3 Deposits.** All funds of the non-profit shall be deposited from time to time to the credit of the non-profit in such banks, trust companies, brokerages, or other depositories as the board of directors shall select.

## ARTICLE 7

### **Books and Records**

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

## ARTICLE 8

### **Restrictions on Activities**

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

## ARTICLE 9

### **Dissolution**

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

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## ARTICLE 10

### Conflicts of Interest

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

## ARTICLE 11

### Personal Liability

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

## ARTICLE 12

### Indemnification

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

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

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

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**ARTICLE 13**

**Amendments to Bylaws**

These bylaws may be amended or repealed by a majority vote of the entire board of directors except as otherwise specified herein.

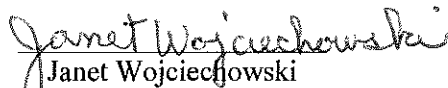
**ARTICLE 14**

**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
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I, Janet Wojciechowski, the Secretary of the Board attest that these By-laws with the incorporated Appendices were adopted by JM FARM'S PATIENT GROUP, INC. on November 16, 2013, by a duly authorized vote of the Board.

  
Janet Wojciechowski  
Secretary of the Board

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Appendix 1

**JM FARM'S PATIENT GROUP, 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 JM Farm's Patient Group, 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.

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

*Adopted November 16, 2013, Janet Wojciechowski Janet Wojciechowski, Secretary,*  
*JM FARM'S PATIENT GROUP INC*

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Appendix 2

**JM FARM'S PATIENT GROUP, INC  
WHISTLEBLOWER POLICY**

i. Expectation

JM Farm's Patient Group, 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 16, 2013, Janet Wojciechowski Janet Wojciechowski, Secretary,  
JM FARM'S PATIENT GROUP, INC


Appendix 3

**JM FARM'S PATIENT GROUP, INC  
DOCUMENT RETENTION AND DESTRUCTION POLICY**

**I. Retention Policy**

JM Farm's Patient Group, 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.

<b>File Category</b>	<b>Item</b>	<b>Retention Period</b>
<b>Corporate Records</b>	<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
<b>Finance and Administration</b>	<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	
<b>Insurance Records</b>	<i>Policies — occurrence type</i>	Permanent
	<i>Policies — claims-made type</i>	Permanent
	<i>Accident reports</i>	7 years
	<i>Safety (OSHA) reports</i>	7 years



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	<i>Claims (after settlement)</i>	7 years
	<i>Group disability records</i>	7 years after end of benefits
<b>Real Estate</b>	<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
<b>Tax</b>	<i>IRS Tax returns and related correspondence</i>	Permanent
	<i>IRS Form 1120s</i>	7 years
	<i>State Tax returns</i>	7 years
<b>Human Resources</b>	<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
<b>Technology</b>	<i>Software licenses and support agreements</i>	7 years after all obligations end

## II. Electronic Documents and Records

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

## III. Emergency Planning

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

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#### IV. Document Destruction

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

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

#### V. Compliance

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

*Adopted November 16, 2013, Janet Wojciechowski* Janet Wojciechowski, Secretary,  
JM FARM'S PATIENT GROUP INC

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## Appendix 4

### **JM FARM'S PATIENT GROUP INC. COMPENSATION SETTING POLICY**

#### I. Introduction

This policy codifies the procedures by which the board of directors of JM Farm's Patient Group, 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 16, 2013, *Janet Wojciechowski* Janet Wojciechowski, Secretary,  
JM FARM'S PATIENT GROUP, INC

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**JM FARM'S PATIENT GROUP, INC.  
COMPREHENSIVE INFORMATION SECURITY POLICY**

**I. OBJECTIVE**

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

**II. PURPOSE**

The purpose of the CISP is to:

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

**III. DATA SECURITY COORDINATOR**

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

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

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profit permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;

- Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in Non-profit's business practices that may implicate the security or integrity of records containing personal information; and
- Conducting an annual training session for all directors, officers, employees, volunteers and independent contractors, including temporary and contract employees who have access to personal information on the elements of the CISP.

#### **IV. HANDLING PERSONAL INFORMATION**

##### **A. Paper Records**

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

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

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

##### **B. Electronically Held Records**

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

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

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

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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

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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

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- Information regarding whether law enforcement is engaged investigating the incident.

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

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

*Adopted November 16, 2013, Janet Wojciechowska* Janet Wojciechowski, Secretary,  
JM FARM'S PATIENT GROUP, INC

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**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: JM Farm's Patient Group, Inc.

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

Please check box if articles have changed since Phase 1:

YES

NO

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

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

Corporation Name: JM Farm's Patient Group, Inc.

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

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

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RMD Phase 2 application- November 21, 2013

JM Farm's Patient Group, Inc. Exhibit 1.8

**REFERENCES**  
(Exhibit 1.9)

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

Corporation Name: JM Farm's Patient Group, Inc. Application # (if more than one): N/A

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Jane Getter	jgetter@verizon.net 781-297-9700	Professional Colleague	1980 - Present
2	Richard Levine	levincpa@gmail.com 617-630-1565	Professional Colleague	2000 - Present
3	Arthur Sandberg	asandberg@sandbergandreedden.com 781-344-0850	Partner	1980 - Present



**ORIGINAL**



**EXECUTIVE MANAGEMENT TEAM**  
(Exhibit 2.1)

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

Corporation Name: JM Farm's Patient Group, Inc.

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

Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1 Chief Executive Officer	Theresa Creeden <b>Diversity Factors:</b> Female	[REDACTED]	<a href="mailto:tcreeden@sandberganreeden.com">tcreeden@sandberganreeden.com</a> 781-344-0850	331 Page Street Stoughton, MA 02072
2 Chief Financial Officer	Michael Bennett	[REDACTED]	Mikerben1@yahoo.com 617-947-4592	8 Whittier Pl. #19 H +G
3 Chief Operations Officer	Nicholas Spagnola <b>Diversity Factors:</b> Hispanic	[REDACTED]	<a href="mailto:nickspag@gmail.com">nickspag@gmail.com</a> 781-241-3355	88 Endicott Ave Revere, MA 02151
4 Chief Education Officer	Jacqueline Lageson <b>Diversity Factors:</b> Female	[REDACTED]	<a href="mailto:Jackie.lageson@gmail.com">Jackie.lageson@gmail.com</a> 617-201-3238	UMASS Boston Sociology Department 100 Morrissey Blvd. Boston, MA 02125
5 Director of Security	Mark DeJackome	[REDACTED]	<a href="mailto:mdejack@aol.com">mdejack@aol.com</a> 413-522-3171	110 High Meadow Drive, West Springfield, MA 01089
6 Medical Director	Jennifer Brinckerhoff, M.D. <b>Diversity Factors:</b> Female	[REDACTED]	<a href="mailto:Jmb2q@hotmail.com">Jmb2q@hotmail.com</a> 617-894-4501	Orchard Cove Wellness Center 1 Del Pond Drive Canton, MA 02021

**EXECUTIVE MANAGEMENT TEAM**  
(Exhibit 2.1 Continued)

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

Corporation Name: JM Farm's Patient Group, Inc.

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

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
7	Dispensary Manager	Nicolas Roder-Hanna, PharmD		<a href="mailto:nroderhanna@gmail.com">nroderhanna@gmail.com</a> 860-614-6563	14 Valleyview Ln. Collinsville, CT 06019
8	Cultivation Manager	Nicholas Hice		<a href="mailto:Nick@denverrelief.com">Nick@denverrelief.com</a> 303.420.7526	1 Broadway #A200 Denver, CO 80203
9	Cultivation Manager	James Pasiecznik		<a href="mailto:jmpasiecznik@yahoo.com">jmpasiecznik@yahoo.com</a> 413-530-5369	207 River Rd Whately MA 01093
10	Community Outreach Manager	Stephanie Hartwell <b>Diversity Factors:</b> Female		<a href="mailto:Stephanie.hartwell@umb.edu">Stephanie.hartwell@umb.edu</a> 617-287-6271	University of Massachusetts Boston 100 Morrissey Blvd. Boston, MA 02125-3393
11	Comptroller	Matthew Traiger		<a href="mailto:Matt.Traiger@TraigerAssociates.com">Matt.Traiger@TraigerAssociates.com</a> 617-650-7278	308 Norwest Drive #3 Norwood, MA 02062

**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: JM Farm's Patient Group, Inc.

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

List the résumés attached:

	Title	Name
1	Chief Executive Officer	Theresa Creeden
2	Chief Financial Officer	Michael Bennett
3	Chief Operations Officer	Nicholas Spagnola
4	Chief of Education	Jacqueline Lageson
5	Director of Security	Mark DeJackome
6	Medical Director	Dr. Jennifer Brinckerhoff
7	Dispensary Manager	Nicolas Roder-Hanna, PharmD
8	Cultivation Manager	Nicholas Hice
9	Cultivation Manager	James Pasiecnik
10	Community Outreach Manager	Stephanie Hartwell
11	Comptroller	Matthew Traiger

Resume of Theresa Creeden  
Chief Executive Officer of JM Farm's Patient Group, Inc.

Terry Creeden  
Certified Public Accountant  
331 Page Street  
Stoughton, MA 02072  
Office: (781)344-0850  
Email: tcreeden@sandbergandcreeden.com

**WORK EXPERIENCE:**

Sandberg & Creeden, PC Stoughton, MA 2010 - Present  
**Managing Partner**

Sandberg, Gonzalez & Creeden PC, 1993 - 2010  
Stoughton, MA  
**Partner**  
Specializing in serving the not-for-profit community providing financial statement preparation including Yellow Book and A-133 audits, Uniform Financial Reports and tax services

**Audit Manage** 1990 - 1993  
General accounting firm performing tax services for individuals and auditing and tax services for corporate entities, partnerships, and trusts, and specializing in serving the not-for-profit community.

Commonwealth of Massachusetts - Massachusetts Rate Setting Commission 1985-1990  
**Chief Auditor, Bureau of Long-Term Care**  
**Chief Auditor, Bureau of Social and Mental Health Services,**

Supervision of staff in their desk review of rates for state reimbursement. During employment with the Commonwealth, called upon many times to assist the Rate Setting Commission during appeals process and the Office of the State Auditors in other legal proceedings.

Commonwealth of Massachusetts Department of Public Welfare 1982 - 1985  
**Provider Review and Sanctions Unit**

Supervision of staff and review of consultant's workpapers in the preparation and resolution of nursing home audits before being transferred to the Massachusetts Rate Setting Commission.

**EDUCATION:**

Stonehill College, North Easton, MA  
Business Administration, Accounting  
Major Bachelor of Science awarded May  
1980

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Resume of Theresa Creeden  
Chief Executive Officer of JM Farm's Patient Group, Inc.

Massasoit Community College, Brockton,  
MA Associate Degree awarded May 1978

**PROFESSIONAL AFFILIATIONS**

American Institute of Certified Public Accountants, 1999 continuous

Massachusetts Society of Certified Public Member 1989 continuous/ member on CPE, Ethics, and Not-for-Profit Committees and previous member of Board of Directors

**CONSULTING AND EDUCATIONAL EXPERIENCES**

1990 -Consultant and Instructor  
MSCPA, Continuing Education Courses, Boston, MA  
Various Not-for-Profit Yellow Book, A 133, Uniform Financial Report Courses

**AWARDS AND CERTIFICATES**

AICPA/State Society, Outstanding Instructor Award, 1995 CPA Certificate, Massachusetts, 1988  
Certificate in Education Achievement (CEA) Governmental Accounting and Auditing  
Massachusetts Society of Certified Public Member Since 1999



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Resume of Michael Bennett  
Chief Financial Officer of JM Farm's Patient Group, Inc.

**MICHAEL R. BENNETT**  
8 Whittier Place #19G&H  
Boston, Massachusetts 02114  
(617) 947-4592 • [REDACTED]

### **Executive Summary**

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Extensive experience in business management with an emphasis on customer service, human resources, and oversight of day-to-day operations. Additional experience in real estate, having owned and operated several properties, including property maintenance. Outstanding leadership and interpersonal skills.

### **Professional Experience**

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FIFTEEN LAGRANGE STREET INC., Boston, MA *1988 to Present*  
*General Manager since 2004; Assistant Manager since 1988*

- Co-manages all facets of the business
- Oversees human resources aspect of the business
- Handles staffing process with professionalism and integrity
- Personally involved in day-to-day operations
- Responsible for the oversight of 60-80 employees

BENNETT REALTY INC., Worcester, MA *2000 to present*  
*Owner and Operator*

- Bought and sold three-family units until 2003
- Operated 30-unit apartment building in Worcester (21 Fruit Street)
- Handled finances associated with the management of properties
- Licensed realtor in the Commonwealth of Massachusetts

### **Volunteering**

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WORCESTER COUNTY DEPUTY SHERIFF'S ASSOCIATION  
*Reserve Deputy*

- Fundraising for the County Department
- Serving at the will and pleasure of the Sheriff of Worcester County
- Functioning as a citizen in good standing within the community

### **Education**

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BOSTON UNIVERSITY, Boston, Massachusetts  
▪ Bachelor of Arts in Psychology

*June 1992*

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Resume of Michael Bennett  
Chief Financial Officer of JM Farm's Patient Group, Inc.

- Minor in Business Administration

**Transferable Skills**

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- Management experience
- Interpersonal skills
- Human resource management
- Real estate experience
- Business management
- Client relations
- Project leadership
- Conflict resolution
- Facility maintenance and compliance
- Proficiency in Spanish

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Resume of Nicholas Spagnola  
Chief Operations Officer of JM Farm's Patient Group, Inc.

**Nicholas Spagnola**  
88 Endicott ave  
Revere, MA 02151  
781-241-3355

**Career Profile:** JM Farm's Patient Group, Inc. Whately, MA  
August 2013 to Present

**Vice President**

- Founding Permanent Member.
- Developed mission statement and vision for serving Massachusetts patients.
- Recruited and structured advisory board.

City Realty Group, LLC Brighton, MA  
July 2013 to Present

**Manager of Leasing and Rentals**

- Currently Supervise 10 Licensed Massachusetts Real Estate Salespersons.
- Responsible for all leases, deposits, property condition statements, rent pricing and rental listings.
- Confer directly with land lords and agents to propose solutions such as repairing properties and tenant inquiries.
- Maintain rental calendar for over 500 apartment units.

Y.I.F Management, LLC Brighton, MA  
December 2013 to July 2013

**Property Manager**

- Maintained a general rental listing database for rental units.
- Successfully solicited land lords and real estate management companies gaining access to new rental listings.
- Screened and hired sales agents.

Lionshare Ventures LLC Boston, MA  
June 2011 to December 2012


**Executive Assistant**

- Engaged private companies seeking investment funding.
- Coordinated conference calls and meeting with accredited private equity investors and hedge funds.
- Coordinated and negotiated agreements with various marketing and PR professionals.
- Assisted in providing consultation to various privately held companies.
- Assisted in all aspects of reverse merger financing including but not limited to legal, accounting, promotion, marketing and regulatory affairs.
- Worked closely with transfer agent to facilitate distribution of physical stock certificates held by various share holders and institutions.

Boston Metal Exchange, LLC Boston, MA  
June 2011 to December 2012

**Sr. Account Executive**

- Engaged accredited investors seeking opportunities in the physical

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Resume of Nicholas Spagnola  
Chief Operations Officer of JM Farm's Patient Group, Inc.

precious metals market.

- Facilitated transactions between customer and clearing firm.
- Coordinated and negotiated agreements for delivery of physical precious metals for various customers and institutions.
- Maintained customer relationships and provided consultation in all aspects of physical precious metals market.
- Successfully developed summer internship program with Boston University undergraduate students.
- Developed sales presentations, closing techniques and strategies.

**Education:** University of Boston Massachusetts Dorchester, MA  
**BA** 2014 Expected

- Successfully completed courses in Corrections in America, Criminal Investigation, Juvenile Justice, Sociology, American Criminal Justice System, Criminal Law, Criminology & Criminal Procedure.

Lee Institute Brookline, MA  
**Massachusetts Real Estate Salesperson License** 2013

- Successfully completed all of the requirements of course study in Real Estate Principles and Practices.

North Shore Community College Danvers, MA  
**Associates in Science** 2009

- 1 of 7 Commonwealth Honors Program Scholars for May 2009 Graduates.
- Successfully completed internship with Clerk Magistrate at Chelsea District Court.

**License:** Massachusetts Real Estate Salesperson

**References:**

- Jackie Lageson Phone: 617-201-3238
- Stephanie Hartwell Phone: 617-287-6271
- Sylvia Mignon, Phone: 617-287-7384

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Resume of Jacqueline B. Lageson PhD.  
Chief of Education of JM Farm's Patient Group, Inc.

617-201-3238

Jackie.Lageson@gmail.com

**Education:**

**Law, Policy and Society PhD Studies**

Northeastern University, College of Arts and Sciences, Boston Massachusetts  
Course work 1996-1998. PhD Studies.

**Master of Arts: Sociology**

Mankato State University, Department of Sociology/Corrections, Mankato, MN 1996  
Thesis: *Does Education affect attitudes: Education's impact on sentencing options and beliefs about the criminal justice system.*

**Bachelor of Science: Corrections**

**Bachelor of Science: Minority and Ethnic Studies**

**Minor Concentrations: Native American Studies and Afro-American Studies**

Mankato State University, Department of Sociology/Corrections, Department of Minority Studies, Mankato, MN 1988

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**Certifications:**

**Certified Restorative Justice Trainer**

Community Justice Institute and the Office of Juvenile Justice and Delinquency Prevention  
July 2002

**Certified in Balance and Restorative Justice in the Faith Community**

The schools of the Boston Theological Institute and Balanced and Restorative Justice Project in Florida Atlantic University  
June 2003

**Alpha Kappa Delta**

International Sociological Honor Society

**Montana Law Enforcement Academy**

Law Enforcement Basic Training  
Advanced Law Enforcement Training  
Sex Offense Investigation



Resume of Jacqueline B. Lageson PhD.  
Chief of Education of JM Farm's Patient Group, Inc.

**University of Massachusetts Boston Initiatives:**

**Co-chair of the Breaking the Cycle of Violence Initiative [BCIV]**

BCVI's mission is to co-create knowledge, understanding, and action on the culture of violence, with students, practitioners, and academics through community and university partnerships.

**Objectives**

BCVI is a multi-sector approach to

- Understanding the culture of violence, accomplished by supporting mutual efforts,
- Crafting new strategies,
- Creating individual and collective understanding and action,
- Providing roundtable dialogues,
- Conducting research,
- Offering educational forums,
- Developing prevention/intervention strategies, and engaging youth input

**Coordinator for Changing Lives Through Literature [CLTL] Juvenile Court**

Re-engaged the Dorchester Juvenile Probation CLTL in Spring of 2009, it is a 10 – 12 week program that is offered Fall & Spring semesters.

Each semester I recruit UMass Boston Criminal Justice and Sociology majors to participate as facilitators for the semester long session. I train and mentor the UMass students in leadership and group facilitation. Each semester there are three students that work with the program.

Spring semester 2013 I have added an additional juvenile court, Chelsea District Juvenile Probation, and have recruited three additional students to assist with the Chelsea CLTL site.

**Faculty advisor and Board Member for the student organization EANCTUS at UMass Boston, a local chapter of a national campaign**

ENACTS is a community of student, academic and business leaders committed to using the power of entrepreneurial action to transform lives and shape a better, more sustainable world.

**Member of the Service Learning Outreach Team [Slot] at UMass Boston**

Building collaborations across disciplines to offer students engaged learning opportunities in classes I teach

**Presenter at the March 6th 2013 for Center of Innovative Teaching on "Engaging Students In Group Work"**

Resume of Jacqueline B. Lageson PhD.  
Chief of Education of JM Farm's Patient Group, Inc.

**Criminal Justice Work Experience:**

**Massachusetts Alliance to Reform CORI [MARC]**

- Project coordinator advancing legislative reform of the Criminal Offender Record Information laws in Massachusetts.
- MARC moved legislation with Boston City Council and Cambridge City Council requiring a fair hiring policy for individuals with criminal records
- Director of Sisters United – a campaign that evolved from MARC, The mission of Sisters United is to “Implement an effective strategy that organizes, empowers, supports and strengthens women impacted by criminal records to become an effective voice for change!”

**Linder/Maple Group-Linder and Associates**

Consultant/Analyst

- Sight manager for Policy analyst and recommendation
- Identify players internal and external to the organization
- Locate all written documentation on existing policy and procedure
- Interview personnel to decipher day to day procedure
- Support or refute information with existing data by administering survey for perceptions and attitudes
- Delineate recommendations

**Montana Department of Corrections and Human Services**

State Probation and Parole Officer

**Responsibilities:**

- Supervised caseload of 110 probationers and parolees.
- Wrote pre-sentence investigation reports for the courts.
- Coordinated placements with care providers in the community.
- Issued warrants for clients in violation of supervision.
- Testified at court hearings.

**City of Great Falls, MT**

Law Enforcement Officer

**Responsibilities:**

- Uniformed Patrol Officer
- Investigate reports of crime, suspicious behavior, and Accident investigation
- Criminal report writing and Testify in court

Resume of Jacqueline B. Lageson PhD.  
Chief of Education of JM Farm's Patient Group, Inc.

**Minnesota Department of Corrections**

Correctional Officer

**Responsibilities:**

- Security of Institution
- Safety of the inmates and staff
- Requisition of supplies for the living unit
- Counsel inmates as assigned
- Schedule and supervised inmate daily jobs

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**Research Experience:**

**Probation and Parole Supervision Styles and impact on recidivism** – Current research – ongoing

**Criminal Justice Learning Network:**

Project Coordinator for the Criminal Justice learning Network grant to design and implement focus group with

critical stake holders involved with reentry from correctional institutions to our communities.

The stakeholders included

were 1. Criminal Justice System, 2. Social & Political Action, 3. Juvenile Groups, 4. Reentry Social Services, 5. Persons

Directly Affected [includes family members], and 6. The Faith Community.

The data gathered clarified the breadth of issues the various stakeholders identified as obstacles as it relates to reentry.

This data will be used to create a common message to bring to the community and the legislature

**Survey of Women in Custody Study Group**

Research for the Massachusetts Governor's Dedicated Female Offender Review Panel. July 2005, headed by

Mary Jo Larson, PhD MPA, Principal Researcher, with New England Research Institute. This was a survey

based exploratory study to identify the issues of access to treatment, medical and dental care,

**Cross Tabulation Analysis/Descriptive analysis Reports**

Cross tabulation analysis of the tenant survey administered by SHA resident coordinator.

This analysis broke down the resident interest and satisfaction by development utilizing the SPSS software.

Developed a descriptive analysis of the residents' demographic profile for the SHA family and Elderly developments and wait lists. 1998, 1999, 2000

Resume of Jacqueline B. Lageson PhD.  
Chief of Education of JM Farm's Patient Group, Inc.

### **Fair Market Rent Reasonableness Study**

Conducted a Fair Market Rent Reasonableness Study for the Somerville Housing Authority and the city of Somerville. Designed and implemented the methodology, analyzed the data via SPSS software, summarized the results and authored the final report. 1998

### **Focus Group Qualitative Research**

Conducted numerous focus groups with the MBTA Police Department. The groups were stratified to provide a representative from each rank as well as a racial stratification. The data was used to provide current policy evaluation and recommendation for policy change at the MBTA in general and the MBTA police department specifically. 1997

### **Cross-cultural Research**

Researched the Netherlands's drug policy and its social impact. This research design involved a three-week study in the Netherlands conducting interviews as well as secondary and content analysis. 1996

### **University of Arizona**

Assisted the University of Arizona with a longitudinal evaluation study of the Adult and Family Development Project. My responsibility was to contact participants that had relocated to the Minneapolis area and conduct a follow-up on site survey interview. 1996

### **Thesis Research**

*Does Education Affect Attitudes: Education's Impact on Sentencing Options and Beliefs About The Criminal Justice System.* Formulated the research concept and methodology for measuring the impact of knowledge received in the Introduction to Criminal Justice course on the individuals sentencing options and beliefs about the Criminal Justice System. 1995-1996

### **Teaching/Academic Experience:**

- *Adjunct Professor/Lecturer*, University Massachusetts Boston, Fall Semester 2001 to present. Instruct Sociology of Gender, Drugs and Society, Corrections, Introduction to Sociology, Restorative Justice, Criminology, Alcoholism, Family Violence, Deviant Behavior, Race and Ethnic Relations, Juvenile Delinquency, and Police in Society.
- *Adjunct Professor*, Northeastern University, Fall and Spring 2001. Instructed Juvenile Justice and Criminology.
- *Visiting Lecturer*, Bridgewater State College September 1997 to May 1998. Instructed Data Analysis, Cross Cultural Crime and Deviance, and Criminology Spring Semester of 1998. Instructed Data Analysis and Introduction to Sociology Fall Semester 1998.
- *Coordinator/Lecturer*, Mankato State University, February 28 through March 1, 1997. Ten-hour workshop title "Drug Policy: Political and Social Implications". The scope of the workshop was issue identification, definition, and defining the solution through the lens of the social and political implications of the created policy.

Resume of Jacqueline B. Lageson PhD.  
Chief of Education of JM Farm's Patient Group, Inc.

*Conference Coordinator*, Cultural Diversity Office Coordinated and supervised an interdisciplinary multi-agency conference titled *A Community Response to Gang Issues for academicians and clinicians/practitioners*.

- *Adjunct Professor*, Mankato State University, Mankato, MN 1995-1996 Professor for Introduction to Criminal Justice class.
- *Teaching Graduate Assistantship*, Mankato State University, Mankato, MN 1995-1996 Co-instructed graduate level statistics course, my focus was the SPSS software.
- *Tutor*, Mankato State University, Mankato, MN 1995-1996 Graduate Level statistics directed studies course.

### **Related Experiences:**

#### **Board of Directors**

- Massachusetts Alliance to Reform CORI Project steering committee of the Union of Minority Neighborhoods
- Public Voice Project Steering Committee Member
- RISE [Rally In Support of Education] Steering Committee
- Massachusetts Association of the Church of the New Jerusalem Standing Committee
- The Standing Committee is the fiscal arm of the association, responsible for over 6 million dollars in assets and a 200 thousand dollar operating budget.
- MGK Services – an organization developed to provide day jobs for formerly incarcerated individuals
- Former commissioner for the city of Gloucester, Massachusetts' Youth Commission.

#### **Swedenborg Chapel**

- Director of Social Action Ministry, develop and implement outreach programs. Primary focus was work with men and women transitioning out of the correctional institutions and re-integration into the community.
- Other work includes collaboration with the Bread & Jams program, providing day services to homeless individuals and individuals at high risk of becoming homeless.
- Chapel administrative responsibilities including: coordination of multiuse facilities, management of fundraising account, grant writing, fund raising, coordinate volunteers, supervision of Harvard Divinity School Intern, and day-to-day operating details.

#### **Great Falls Police Department**

- Designed and implemented a Stress Management Program for Law Enforcement Officers
- Conducted stress management seminars for spouses of Law Enforcement Officers
- Assisted in the design and implementation of the Victim-Witness Program
- Assisted in the on-going training of the volunteers for the Victim-Witness Program

Resume of Jacqueline B. Lageson PhD.  
Chief of Education of JM Farm's Patient Group, Inc.

#### **Somerville Housing Authority - Computer Education Center**

- Developed the floor design, and bid specifications for furniture, computer network, and computer workstations. Coordinated program scheduling and design basic computer course for the Computer Education Center. Conducted community outreach for computer based programs to be offered at the Computer Learning Center for the Somerville Housing Authority residents.
- Coordinated building use with service providers and residents. Conduct computer training for SHA staff and adult residents. Coordinate staff and resident training via HTVN satellite training.
- Coordinated with BunkerHill Community College the use of the Mystic Activity Center as a Satellite Campus. Spearheaded outreach for the Satellite campus. Co-creator of the Somerville Access Cooperative (SAC) to assist non-profit computer labs throughout Somerville to pool resources for training and obtaining Internet access.
- Developing a list of volunteers willing to provide training for the SHA residents. Interviewed, screened, hired, and supervise four SHA residents as CEC Support Staff.
- Revised and update SHA web page, programmed and designed kiosk information station at Mystic Activity Center.

#### **Union of Minority Neighborhoods [UMN]**

- Director of Programs organizing numerous UMN campaigns. Massachusetts Alliance to Reform CORI, Poverty Resolution, Directors of African Descent, Black Student Organization Coalition, Sisters United, Institute for Neighborhood leadership
- Assist with organizational needs in scheduling, building coalitions and alliances, maintain the website, newsletter, fundraising, supervise staff, interns, and volunteers.
- Write press releases, public speaking, legislative testimonies, Television presentations, and graphic design.

#### **Presentations:**

- *Re-Thinking Prison Re-Entry Conference*. Harvard Law School March 2006, Moderator of Employment Panel
- *Balancing Public Safety and Second Chances for Former Offenders: Retooling CORI Laws Conference* at Harvard Law School, October 2005. Presenter on Sex Offender Panel
- *Critical Analysis of Sentencing Policy, Goals, and Viable Alternatives*, Law & Society Conference, Aspen, Colorado, 1998
- *Humor and Creativity in the Classroom*, Midwest Sociologist Conference, Chicago, IL 1996
- *Surviving Graduate School*, sociologist of Minnesota Conference, St. Paul, MN 1996



Resume of Jacqueline B. Lageson PhD.  
Chief of Education of JM Farm's Patient Group, Inc.

**Grant Writing Experience of Awarded Grants:**

- Building Safer Public Housing Communities Through Locally Initiated Research Partnership Grant
- Community Services Block Grant-Crime Prevention
- Public Housing Drug Elimination Program Grant
- New Approach Anti-Drug Program Grant
- Economic Development and Support Services Grant
- Tenant Opportunities Program Grant
- Service Coordinator Grant
- Family to Self Sufficiency Grant
- Community Technology Program Grant, Numerous small local grants
- Cambridge Historical Commission Preservation Grant

**Areas of Specialization/Interest:**

- Community Building/ Program development
- Grant Writing
- Restorative Justice Paradigm
- Non-incarceration Sentencing options/Problem Oriented Policing/Problem Oriented Supervision
- Criminal Justice System; Class and Race Issues
- Criminal Justice Research and Policy evaluation
- Program Evaluation



Resume of Mark L. DeJackome  
Director of Security for JM Farm's Patient Group, Inc.  
110 High Meadow Drive, West Springfield, MA 01089  
Cell: 413-522-3171 mdejack@aol.com

**WORK EXPERIENCE:**

**Holyoke Mall**

50 Holyoke Street  
Holyoke, Ma 01040

**Director of Public Safety & Security 2007-2012**

- \*Managed department of 50 security officers
- \*Responsible for \$1,000,000 budget
- \*Processed payroll
- \*Completed and edited reports
- \*Risk mitigation and management
- \*Insurance claims
- \*Responsible for the safety and security of the Mall

**Assistant Director of Public Safety & Security 2006-2007**

- \*Assisted the Director of Public Safety

**Town of Shelburne**

51 Bridge Street  
Shelburne Falls, Ma 01370

**Chief of Police 1980-2006**

- \*Managed Police Department consisting of 10 police officers.
- \*Responsible for crime prevention
- \*Managed and prepared budgets
- \*Wrote and implemented grants
- \*Processed criminal and civil cases and investigations
- \*Instructor for continuing education of the officers
- \*Patrolled the town

**Emergency Management Director**

- \*Developed emergency management plan
- \*Responsible for management of emergency incidents
- \*Developed emergency management plan related to hurricanes, tornadoes, and floods

**E-911 Coordinator**

- \*Responsible for the implementation, coordination, and updates for the E-911 System.

Resume of Mark L. DeJackome  
Director of Security for JM Farm's Patient Group, Inc.

**Town of Charlemont**

Factory Road  
Charlemont, Ma 01339

**Police Administrator**

- \*Chief administrator of 7 police officers.
- \*Responsible for crime prevention and control of the town.
- \*Prepared and managed budget
- \*Wrote and implemented grants
- \*Processed criminal and civil cases and investigations
- \*Instructor for continuing education of the officers

**EDUCATION:**

American International College  
Springfield, Ma  
Graduated in 1980 with a Master of Science Degree in Criminal Justice  
Westfield State College  
Westfield, Ma

Graduated in 1976 with a Bachelor of Science Degree. Major in Law Enforcement; Minor in Psychology

**RELEVANT TRAINING:**

- \* United States Department of State Special Agent Academy
- \*Massachusetts State Police Academy
- \*New England Institute of Law Enforcement Management- Command School
- \*OSHA Boot Camp, 10 hour OSHA Card.
- \*Prevention and Response to Suicide Bombing Incidents
- \*Homeland Security Shopping Center Security Terrorism Awareness Training Program.
- \*Homeland Security Policy Institute and the International Council of Shopping Centers.
- \*Incident Response to Terrorist Bombings
- \*Drug Abuse Resistance Education (DARE) Instructor
- \*United States Department of State Office of Diplomatic Security Special Agent Academy

Resume of Mark L. DeJackome  
Director of Security for JM Farm's Patient Group, Inc.

**INSTRUCTOR:**

- \*Pyramid Management Group training courses
- \*Incident Response to Terrorist Bombings
- \*Prevention and Response to Suicide Bombing Incidents
- \*Incident Command, levels 700, 100, 200, 300
- \*Drug Abuse Resistance Education
- \*Domestic Violence
- \*Reserve Intermittent Training Course
- \*Criminal Law
- \*Constitutional Law
- \*Motor Vehicle
- \* Ethics
- \* Media Relations
- \*Suicide Prevention

**ACHIEVEMENTS:**

- \*Massachusetts Chiefs of Police Association: Executive Board
- \*Franklin County Police Chiefs Association: President
- \*Massachusetts Police Explorer Academy: Co-founder
- \*Notary Public Commonwealth of Massachusetts/ Connecticut

Resume of Jennifer Michelle Brinkerhoff, MD  
Medical Director of JM Farm's Patient Group, Inc.

### **Employment**

Medical Director, Hebrew Senior Life Wellness Clinic at Orchard Cove. Canton, MA.  
June 2006-present

Staff Physician, Urgent Care and Compensation & Pension Division.  
Veterans Administration Medical Center, Jamaica Plain, MA.  
May 2005-June 2006

### **Training**

June 2003-June 2004 University of Colorado Health Sciences Center, Denver, CO.  
Fellowship in Geriatrics  
June 2000-June 2003 University of Colorado Health Sciences Center, Denver, CO.  
Internal Medicine Residency, Primary Care Track

### **Education**

September 1996-May 2000 University of Virginia School of Medicine, Charlottesville, VA.  
Doctorate of Medicine  
September 1992-May 1996 University of Virginia, Charlottesville, VA.  
Bachelor of Arts in Interdisciplinary Studies, with Distinction.

### **Certification and Licenses**

Geriatric Board Certified, 11/04; Recertification planned 5/14  
Internal Medicine Board Certified, 8/03; Recertification 10/13  
Medical License, Massachusetts; Active  
Federal DEA License; Active  
Mass Medical License; Active  
USMLE, passed steps I, II and III

### **Awards & Honors**

Residency Medical School  
2001-2002 Nominated for Outstanding Clinical Teacher  
1999-2000 Alpha Omega Alpha Honor Society  
1998 Society of Cincinnati Scholarship. Awarded based on academic standing as well as character values.  
Undergraduate  
1993-1996 Echols Scholar Program. Designed to offer diversity and freedom in course scheduling for selected 10% of class.  
1996 Deans List. 7/8 semesters with GPA>3.4

Resume of Jennifer Michelle Brinkerhoff, MD  
Medical Director of JM Farm's Patient Group, Inc.

1996 Alpha Epsilon Delta

**Research Interests**

*Prescription Drug Benefit and Medicare Reform.* Literature review and health care policy research.

*Realities of Treating Osteoporosis in the Nursing Home.* Data collection regarding risk factors, diagnostic evaluation and treatment rates in NH.

**Publications**

*Medicare Prescription Drug Benefit.* Brinckerhoff, J and Coleman, E. Family Practice Management, March 2005, pp49-52.

*Emergency Response System at Orchard Cove.* Brinckerhoff, J and Silverstone, F. Abstract accepted AGS. May 2007.

**Community**

Brookline Women's Commission Member 2005

Team Brookline Marathon 2014 runner



Resume of Nicolas Roder-Hanna, PharmD  
Dispensary Manager of JM Farm's Patient Group, Inc.

*Curriculum Vitae*

**Dr. NICOLAS RODER-HANNA, PharmD**

14 Valleyview Ln  
Collinsville, Connecticut 06019  
860 / 614 - 6563 (c)  
[nroderhanna@gmail.com](mailto:nroderhanna@gmail.com)

**EDUCATION**

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9/2005 – **Doctor of Pharmacy** – University of Rhode Island  
5/2011 College of Pharmacy, Kingston, Rhode Island  
Graduated Cum Laude, Centennial Scholar, Dean's List

**PROFESSIONAL EMPLOYMENT EXPERIENCE**

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07/2012 – **Pharmacist**  
Present Rite Aid Pharmacy, Thomaston, CT  
Staff pharmacist at a high-volume community pharmacy  
Responsibilities include :

- pharmacy operations management, patient counseling and education, managing a \$1,000,000+ inventory, maintaining and dispensing controlled substances in accordance with state and federal law, providing full immunization and MTM service, record keeping, HIPAA compliance

07/2011 – **Pharmacist (Float)**  
07/2012 Rite Aid of Connecticut Inc  
Floater pharmacist working at all Rite Aid Pharmacies in Connecticut

09/2007 – **Student Pharmacist**  
07/2011 Rite Aid Pharmacy, Enfield, CT  
Student pharmacist assisting pharmacist on duty

 ORIGINAL

## PEER REVIEWED PUBLICATIONS

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Kenna GA, **Roder-Hanna N**, Leggio L, Clifford J, Edward S, Swift RM. *Association of the 5-HTT gene-linked promoter region (5-HTTLPR) polymorphism with psychiatric disorders: review of psychopathology and pharmacotherapy.* Pharmacogenomics Pers Med. 2012;5:19-35. **PMID: 23226060**

## PRESENTATIONS

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Traci Green, PhD, Sarah Bowman, MPH, Mike Yokell, Michelle McKenzie, MPH, **Nick Roder-Hanna, PharmD, RPh**, Nickolas Zaller, PhD and Josiah Rich, MD, MPH. *Collaborative Pharmacy Practice Agreements: A novel approach to expand naloxone access to reduce opioid overdose death.* Presented 31 Oct 2011 at APhA Annual Meeting and Exposition.

- Worked with Rhode Island Board of Pharmacy to develop a collaborative practice agreement between prescribers at Rhode Island Hospital and a pharmacy in inner city Providence to increase access to Narcan in an effort to reduce fatal opioid overdoses in the state

## LICENSURE AND CERTIFICATIONS

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7/2011 – Present	Connecticut Pharmacist License PCT.0012101
3/2013	Basic Life Support for Healthcare Providers
5/2011	Rite Aid Certified Immunizing Pharmacist
4/2010	First Aid Certification
4/2010	Certification in Physical Assessment
11/2009	Pharmacy-Based Immunization Delivery Certification

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## **PROFESSIONAL MEMBERSHIPS**

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4/2010 – Present

American Pharmacists Association

1/2010 – 5/2010

URI College of Pharmacy Admissions Interview Team

## **REFERENCES**

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References available upon request.



ORIGINAL

Resume of Nicholas Hice  
Cultivation Manager of JM Farm's Patient Group, Inc.

## Nicholas Adam Hice

 Nick@DenverReliefConsulting.com

Master cultivator and manager of one of the most successful legally compliant commercial cannabis businesses in Colorado with over fifteen years' experience. Pioneered innovative plant care techniques and dynamic approaches in cultivation team operations exemplifying the industry's legal cannabis cultivation best practices.

### EDUCATION

**Bachelor of Arts in Communication Management**, University of Dayton – Ohio

December 2000

### PROFESSIONAL EXPERIENCE

**Proprietor and Lead Cultivation Consultant**, Denver Relief Consulting, LLC

March 2011 to present

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

- Consulting in the design, development, and management of cultivation facilities throughout the United States.
- Specializing in controlled and stable growing environments, minimizing pests and pathogen harms, and implementing nutrient monitoring systems.
- Performing advanced cultivation research and development while maintaining strict compliance with state and local regulatory agencies.
- Providing specialized guidance on cultivation systems, marketing strategies and industry standards.

**Proprietor and Cultivation Manager**, Denver Relief, LLC

January 2010 to present

*Denver Relief, LLC is a Colorado state licensed cannabis cultivation facility and dispensary.*

- Managing teams of 25 cultivation employees in the daily operations of the cultivation facility.
- Overseeing all plant care applications and treatments consistently yielding quality medical marijuana.
- Ensuring compliance with all applicable state and local regulations and company policies.

### HONORS & ACHIEVEMENTS

U.S. Cannabis Cup: Winner of the "Best Hybrid" award for OG-13	2013
Ohio Nursery & Landscape Association (ONLA) Certification Committee Member	2007-2009
Certified Allan Block Wall Installer	July 2009
Ohio Certified Nursery Technician (OCNT) Grower Certification #719	January 2006
Completed Landscape Irrigation Service Education Series	February 2004
Completed Irrigation System Troubleshooting	February 2004
OCNT Landscape Installer Certification #3012	January 2003
Completed Landscape Design Short Course for Residential Properties Course II	December 2003
Commercial Pesticide Applicator License #33204	March 2002
University of Dayton Football Team	1996-1997

 ORIGINAL

Resume of James Pasiecznik  
Cultivation Manager of JM Farm's Patient Group, Inc.

**James M. Pasiecznik**

413-530-5369

**Career Profile:** JM Farm's Patient Group, Inc. Whately, MA  
August 2013 to Present

**President**

- Founding member.
- Developed mission statement and vision for serving Massachusetts patients.
- Recruited and structured board of directors and executive management team.
- Developed strategy for local support.

J.M. Pasiecznik Farm's, LLC Whately, MA  
1983 to Present

**Owner**

- 3<sup>rd</sup> generation farmer.
- Lifelong Franklin County resident.
- Sustained and developed practices for maintaining 100 year old family farm.
- Increased family farm from 100 acres to over 1000 acres.
- 2<sup>nd</sup> largest potato grower in Massachusetts.
- Produce 25 million lbs. of potatoes annually.
- Produce 150,000 dozen bags of sweet corn annually.
- Produce 200,000 lbs. of squash annually.
- Produce 80,000 quarts of strawberries annually.
- Produce 40,000 lbs. of tomatoes annually.
- Contracted with Frito Lay Corporation initially for 5,000 bags of potatoes.
- Due to quality control, size and consistency our contract with Frito Lay Corporation has grown to 250,000 bags of potatoes.
- Use best practices and methods for replenishing and maintaining fertile land after annual harvest.

J.M. Pasiecznik Trucking Whately, MA  
1988 to Present

**Owner**

- 7 trucks registered with MA DOT.
- Developed trucking route for delivering potatoes for Frito Lay Corporation to maintain schedule, calendar, quality control, consistency and timeliness.
- Create recipes for fertilizer and maintain consistent schedule for delivery.
- Delivers seeds.
- Plows Rt. 91, Rt. 5 and some of Rt. 116 in Franklin County for MA DOT.

 ORIGINAL

Resume of James Pasiecznik  
Cultivation Manager of JM Farm's Patient Group, Inc.

Superior Septics Services, LLC  
**Owner**

Whately, MA  
2006 to Present

- Provide septic services to local home owners and businesses throughout Franklin County.

Served on Deerfield Planning Board

South Deerfield, MA  
1995-2010

**License:** Class A Large Capacity Fire Arm

**References:** Available upon request.

 ORIGINAL

Resume of Stephanie Wilson Hartwell  
Community Outreach Manager of JM Farm's Patient Group, Inc.

March 2013

**STEPHANIE WILSON HARTWELL**

Department of Sociology  
University of Massachusetts Boston  
100 Morrissey Blvd.  
Boston, MA 02125-3393  
Phone: (617) 287-6271  
Email: stephanie.hartwell@umb.edu

**EDUCATION**

- |      |                                                                     |
|------|---------------------------------------------------------------------|
| 1995 | PhD, Sociology, Yale University. Dissertation Advisor, Kai Erikson. |
| 1990 | BA, Sociology and Art History, Bucknell University.                 |

**CURRENT ACADEMIC POSITIONS**

- |                |                                                                                                                |
|----------------|----------------------------------------------------------------------------------------------------------------|
| 1997 – present | Professor (Assistant '97-'02, Associate-'03-'09), Department of Sociology, University of Massachusetts Boston. |
| 2008 - present | Adjunct Professor (Associate Research Professor '08-'12), Department of Psychiatry, UMass Medical School.      |
| 1998 – present | Research Consultant, Division of Forensic Services, Massachusetts Department of Mental Health.                 |
| 2012           | Research Associate, Department of Veteran's Affairs, ENRMVH, Bedford, MA                                       |

**PREVIOUS ACADEMIC POSITIONS**

- |             |                                                                                                 |
|-------------|-------------------------------------------------------------------------------------------------|
| 1997 - 1999 | Research Associate, Department of Community Medicine, University of Connecticut Medical School. |
| 1995 - 1997 | Assistant Professor, Department of Psychiatry, University of Connecticut.                       |
| 1995 - 1997 | Research Project Coordinator, Connecticut Department of Mental Health and Addiction Services.   |
| 1994 –1995  | Predocctoral Fellow in Policy and Administration, Connecticut Department of Mental Health.      |

 ORIGINAL

Community Outreach Manager of JM Farm's Patient Group, Inc.

- 1992 - 1994      Research Assistant, Stressors and Depression Pilot Study, Yale University School of Medicine.
- 1992 - 1993      Teaching Fellow, Human Societies and the Methods of Social Science Inquiry, Yale University.
- 1990 - 1993      Research Assistant/Ethnographer, NIAAA-funded Research Demonstration Project on Alcohol and Other Drug Abuse Treatment for Homeless Persons, The New Haven Project, Yale University School of Medicine.
- 1990 - 1994      Predoctoral Fellow, National Institute of Mental Health, Yale University School of Medicine.

**HONORS**

- 2012              Chancellor's Award for Distinguished Teaching, University of Massachusetts, Boston
- 2006 - 2007      Mid-Career Fellowship, University of Massachusetts Medical School, Center for Mental Health Services
- 2004              Keynote Speaker, The Munich Hall Conference for Forensic Psychiatry, University of Munich, Department of Forensic Psychiatry, Munich, Germany
- 2002              Honorary Faculty Member, Golden Key, University of Massachusetts at Boston
- 2000 - 2005      Fulbright Senior Specialist
- 2000 - 2001      Awardee, Mentoring and Education for Health Services Research Program, Department of Epidemiology and Public Health, Yale University School of Medicine, National Institute of Mental Health.
- 1999              Fellowship, Center for Social Policy, McCormack Institute for Public Affairs, University of Massachusetts Boston.
- 1998 - 2008      Governance Council/Steering Committee, Addiction Technology Transfer Center of New England, Center for Substance Abuse Treatment (CSAT/SAMHSA), Brown University.
- 1989              Omicron Delta Kappa, National Leadership Honor Society.

 ORIGINAL

**GRANTS AND CONTRACTS AWARDED**

- 2012 Co-Principal Investigator, Jail Diversion Across the Continuum, Justice and Mental Health Collaborative Planning Grant, Bureau of Justice Administration, Department of Justice, 2012-MO-BX-0009
- 2011-2013 Co-Principal Investigator/Lead Evaluator, Office of Justice Programs/Bureau of Justice Assistance Second Chance Act, MISSION-RAPS (re-entry and peer support) to assist medium- and high- risk offenders with co-occurring substance use and mental health conditions reentering communities in greater Boston.
- 2011-2012 Principal Investigator, Standardizing Response to Family Members of Homicide: Louis D. Brown Peace Institute Burial Guide Dissemination and Implementation Community Action Research Initiative (CARI) Grant, Sydney S. Spivack Program in Applied Social Research and Social Policy, American Sociological Association
- 2011-2012 Principal Investigator, Post Discharge Issues and Experiences of Male Juvenile Offenders: Family Members' Perspectives, Proposal Development Grant Competition, University of Massachusetts Boston
- 2009 – 2012 Principal Investigator, Evaluating Effectiveness of a Statewide Public Mental Health Re-entry Program, NIH Challenge Grant/NIMH 1RC1MH088716-01
- 2009 – 2011 Consultant/Evaluator, Mentally Ill Offender Treatment and Crime Reduction Act, Expansion of Reentry Services for Female Offenders, Bureau of Justice Administration
- 2008 -2013 Co-Investigator/Lead Evaluator, MISSION Direct Vet: Jail Diversion, Trauma, and Recovery, SAMHSA/Center for Mental Health Services, SM 58804-01
- 2008 Principal Investigator, The Newtowne Court Housing Development Bridging the Digital Divide Evaluation, City of Cambridge
- 2008 Principal Investigator, Creating a Logic Model for the Clubhouse Family Legal Support Project, Employment Options, Inc.

 ORIGINAL

Community Outreach Manager of JM Farm's Patient Group, Inc.

- 2007 – 2009 Principal Investigator, Desistance to Re- Offending for Adjudicated Youth, Department of Youth Services
- 2006 Principal Investigator, The Regionalization of the Forensic Transition Team, Healy Grant Competition, University of Massachusetts Boston
- 2003 – 2005 Contract, UMass Medical Correctional Medical Services Research Internship Program
- 2002 - 2004 Investigator/Research Affiliate, Center for Behavioral Services and Criminal Justice Research, National Institute of Mental Health Developmental Center, Rutgers University
- 2002 Principal Investigator, Profiles of Mentally Ill Offenders Returning to the Community From Prison. Public Service Endowment Program, University of Massachusetts Boston
- 2000 Principal Investigator, Forensic Services Graduate Certificate Program: Exploring Distance Learning Capabilities and Preparing Faculty for Teaching in the Two-Way Video Classroom. Office of the President, University of Massachusetts.
- 1999 – 2003 Contract, Forensic Transition Team Evaluation. Massachusetts Department of Mental Health, Division of Forensic Services
- 1998 - 2002 Contract, Graduate Program in Forensic Psychology. Massachusetts State Police.
- 1998 Principal Investigator, Taking the Long View: Joint Training of Criminal Justice and Mental Health Professionals in the Assessment of Substance Abuse Problems Among the Incarcerated Dually Diagnosed in Massachusetts. ATTC-NE, Center for Substance Abuse and Treatment.
- 1997 - 1998 Principal Investigator, Reducing Alcohol Misuse Among College Students: A Model Brief Intervention Program. Office of the Provost and Associate Chancellor for Academic Affairs, University of Massachusetts Boston.

 ORIGINAL



**AREAS OF TEACHING EXPERIENCE AND RESEARCH INTERESTS**

*Undergraduate:* Environmental Justice and Human Disasters, Social Problems, Epidemiology of Alcohol and Drugs, Drugs and Society, Criminology, Mental Health, Medical Sociology

*Graduate:* Research Issues in Crime, Mental Health, and Substance Abuse, Psychiatric Epidemiology, Master's Research Paper and Thesis Writing, Foundations in Applied Sociology

**PUBLICATIONS**

**Peer Reviewed Journal Articles:**

Hartwell, Stephanie W., Xiaogang Deng, William Fisher, Julianne Siegfriedt, Kristen Roy-Bujnowski, Craig Johnson, and Carl Fulwiler. 2013. "Predictors of Accessing Substance Abuse Services Among Individuals with Mental Disorders Released from Correctional Custody," *Journal of Dual Diagnosis*. Volume9(1): 11-22.

Hartwell, Stephanie W., Xiaogang Deng, William Fisher, Carl Fulwiler, Usha Sambamoorthi, Craig Johnson, Debra Pinals, Lisa Sampson, and Julianne Siegfriedt. 2012. "Harmonizing Databases? Using a Quasi-Experimental Design to Evaluate a Public Mental Health Re-entry Program." *Evaluation and Program Planning*. Volume 35(1): 461-472.

Hartwell, Stephanie, Robert McMackin, Robert Tansi, and Nozomi Bartlett. 2010. "I Grew Up Too Fast For My Age: Post Discharge Issues and Experiences of Male Juvenile Offenders." *Journal of Offender Rehabilitation*. Vol. 49:495-515.

Hartwell, Stephanie and Laura Watts. 2010. "The Clubhouse Family Legal Support Project: A Framework for Replication and Development." *International Journal of Psychosocial Rehabilitation*. Vol 15(1) 17-22

Hartwell, Stephanie W., William H. Fisher, and Maryann Davis. 2010. "Emerging Adults with Psychiatric Disabilities Involved with the Criminal Justice System." *International Journal of Offender Therapy and Comparative Criminology*. Vol. 54(5):756-768.

Hartwell, Stephanie W., William H. Fisher and Xiaogang Deng. 2009. "The Impact of Regionalization on Reentry Service Outcomes." *Psychiatric Services*. Vol. 60:394-397.

 ORIGINAL

- Hartwell, Stephanie W., Sarah Kuck Jalbert, and Karin Orr. 2006. "Persons With Mental Illness Post Prison Release." *Law Enforcement Executive Forum*. Vol. 6(4):175-186.
- Draine, Jeff, Nancy Wolff, Joseph Jacoby, Stephanie Hartwell, and Chris Duclos. 2005. "Understanding Community Reentry of Former Prisoners with Mental Illness: A Conceptual Model to Guide New Research." *Behavioral Sciences and Law*. Vol. 23(5): 603-727.
- McMackin, Robert A., Robert Tansi, and Stephanie Hartwell. 2005. "Proficiency in Basic Educational Skills as Related to Program Outcome and Escape Risk among Juvenile Offenders in Residential Treatment." *Journal of Offender Rehabilitation*. Vol. 42(3):57-74.
- Hartwell, Stephanie W. 2004 "Triple Stigma: Persons with Mental Illness and Substance Abuse Problems in the Criminal Justice System." *Criminal Justice Policy Review*. Vol. 15(1):84-99.
- Hartwell, Stephanie W. 2004. "Comparisons of Offenders with Mental Illness Only and Offenders with Dual Diagnosis." *Psychiatric Services*. Vol. 55(2):145-150.
- Hartwell, Stephanie W. 2003. "Deviance Over the Life Course: The Case of Homeless Substance Abusers." *Substance Use and Misuse*. Vol. 38(3-6):477-504.
- Hartwell, Stephanie W. 2003. "Short Term Outcomes for Offenders with Mental Illness Released From Incarceration" *International Journal of Offender Therapy and Comparative Criminology*. Vol. 47(2):145-158.
- Hartwell, Stephanie W. 2001. "Female Mentally Ill Offenders and Their Community Reintegration Needs : An Initial Examination." *International Journal of Law and Psychiatry*. Vol. 24:1-11.
- Hartwell, Stephanie W. 2001. "An Examination of Racial Differences Among Mentally Ill Offenders in Massachusetts." *Psychiatric Services*. Vol. 52:234-237.
- Hartwell, Stephanie W., Donna Friedman, and Karin Orr. 2001. "From Correctional Custody to Community: The Massachusetts Forensic Transition Team." *New England Journal of Public Policy*. Vol.19:73-82.
- Hartwell, Stephanie W. 2000. "Juvenile Delinquency and the Social Development Model: The Retrospective Accounts of Homeless Substance Abusers." *Criminal Justice Policy Review*. Vol. 11:217-234.

Community Outreach Manager of JM Farm's Patient Group, Inc.

Hartwell, Stephanie W. and Karin Orr. 2000. "Release Planning and the Distinctions for Mentally Ill Offenders Returning to the Community from Jails versus Prisons." *American Jails*, November/December, pp.9-12.

Hartwell, Stephanie W. and Karin Orr. 1999. "The Massachusetts Forensic Transition Team for Mentally Ill Offenders Re-entering the Community." *Psychiatric Services*. Vol. 50:1220-1222.

Hartwell, Stephanie W. 1999. "The Working Life of Homeless Street Addicts." *The Journal of Substance Use*. Vol. 14:10-15.

Hartwell, Stephanie, W., Karin Orr, Dennis A. Humphreys, and Daniel E. Janey. 1999. "Taking the Long View: Joint Training of Criminal Justice and Mental Health Professionals in the Assessment of Substance Abuse Problems Among the Incarcerated Dually Diagnosed in Massachusetts." *American Jails*, January/February, pp.83-87.

Hartwell, Stephanie W. 1998. "Treatment Seeking Patterns of Chronic Recidivists," *Qualitative Health Research*. Vol. 8:497-510.

Ungemack, Jane A., Stephanie Hartwell, and Thomas F. Babor. 1997. "Alcohol and Drug Abuse Among Connecticut Youth: Implications for Adolescent Medicine and Public Health." *Connecticut Medicine* Vol. 9:577 – 586.

Lam, Julie A., James Jekel, Philip Leaf, Kenneth Thompson, Stephanie Hartwell, and Lou Florio. 1995. "Assessing the Value of a Short-Term Residential Drug Treatment Program for Homeless Men." *Journal of Addictive Diseases*. Vol. 14:21 - 39.

Leaf, Philip J., Ken Thompson, Julie A. Lam, James Jekel, Esther Armand, Arthur Evans, John Martinez, Carmen Rodriguez, Wesley Westman, Paul Johnston, Michael Rowe, Stephanie Hartwell, Howard Blue, and Toni Harp. 1993. "Partnerships in Recovery: Shelter Based Services for Homeless Cocaine Abusers." *Alcohol Treatment Quarterly*. Vol. 10:77-90.

### **Book Chapters:**

Hartwell, Stephanie W. 2010. "Ex-inmates with Psychiatric Disabilities Returning to the Community from Correctional Custody: The Forensic Transition Team Approach After a Decade." *New Approaches to Social Problems Treatment*. Research in Social Problems and Public Policy Series, Vol.17, pp.263-283. Cambridge, MA: Emerald Press.

Hartwell, Stephanie W. and Karin Orr. 2009. "Reentry Needs of Female Mentally Ill Offenders." In Rosemary Gidio and Lanette Dalley (Editor), *The Mental Health*

 ORIGINAL

Community Outreach Manager of JM Farm's Patient Group, Inc.

*Needs of Women In the Criminal Justice System*, Ch. 12, pp.216-224. Prentice Hall.

Hartwell, Stephanie W. 2008. "Homelessness and Crack Use: A Case Study in Historical, Environmental and Social Context." In Robert Hartmann McNamara (Editor), *Homelessness in America*, Vol. 2, Ch. 5, pp.75-92. Santa Barbara, CA: Greenwood Publishing Group.

Hartwell, Stephanie W. 2008. "More of a Danger to Myself: Community Re-entry of Dually Diagnosed Females Involved in the Criminal Justice System." In Anderson, Tammy (Editor), *Neither Villain nor Victim: Toward an Empowered Approach to Women and Drugs*, Ch. 9, pp.157-173, Rutgers University Press.

Hartwell, Stephanie W. and Paul Benson. 2007. "Social Integration: A Conceptual Overview and Two Case Studies." In William R. Avison, Jane D. McLeod, and Bernice A. Pescosolido (eds), *Mental Health, Social Mirror*, Ch. 14, pp.329-353. New York: Springer Publishing.

Hartwell, Stephanie W. 2005. "The Organizational Response to Community Re-entry." In Stephanie Hartwell (ed.), *The Organizational Response to Persons with Mental Illness Involved with the Criminal Justice System*. Research in Social Problems and Public Policy Series, Volume 12: pp.197-217, Oxford, UK: Elsevier Science.

Hartwell, Stephanie W. 2002. "Prison, Hospital or Community: Community Re-Entry and Mentally Ill Offenders." In William Fisher (ed.), *Community Interventions for Offenders with Severe Mental Illness*. Research in Community Mental Health, Vol. 12, pp.199-220, Oxford,UK: Elsevier Science.

Hartwell, Stephanie W. 2000. "Not All Work is Created Equal: Homeless Substance Abusers and Marginal Employment." In Randy Hodson (ed.), *Research in the Sociology of Work*, Vol. 9: pp.115-125, Oxford,UK: JAI Press.

Hartwell, Stephanie W. 1994. "Homeless Men and HIV: Barriers to Adopting Safer Practices." In Jennie Kronenfield (ed.), *Research in the Sociology of Health Care*, Vol. 11: pp.84-104, Oxford,UK: JAI Press.

Lam, Julie A., Stephanie W. Hartwell, and James Jekel. 1994. "'I Prayed Real Hard, So I Know I'll Get In': Living With Randomization in Social Research." In Kendon J. Conrad (ed.), *Critically Evaluating the Role of the Randomized Experiment*. New Directions in Policy Evaluation, Vol. 63: pp.55-66, San Francisco, CA: Jossey-Bass.

**Edited Books:**

 ORIGINAL

Community Outreach Manager of JM Farm's Patient Group, Inc.

Hartwell, Stephanie W. (editor) 2005. *The Organizational Response to Persons with Mental Illness Involved with the Criminal Justice System*. Research in Social Problems and Public Policy series, Vol.12, Oxford, UK: Elsevier Science.

Hartwell, Stephanie W. and Russell K. Schutt (eds.) 2001. *The Organizational Response to Social Problems*. Research in Social Problems and Public Policy series, Vol. 8, Oxford, UK: Elsevier Science.

### **Book Reviews:**

Hartwell, Stephanie W. November 2009, Vol 115 (3), pp.977-979. Review in *American Journal of Sociology* of Patricia E. Erickson and Stephen K. Erickson, *Crime, Punishment, and Mental Illness: Law and the Behavioral Sciences in Conflict*. 2008, New Brunswick, N.J.: Rutgers University Press.

Hartwell, Stephanie W. March 2002, Vol 31(2). Review in *Contemporary Sociology* of Martha Burt, Laudan Y. Aron, and Edgar Lees, *Helping America's Homeless: Emergency Shelter or Affordable Housing?* 2001, The Urban Institute Press.

Hartwell, Stephanie W. March 2002. Vol. 7, pp.57-61. Review in *Administrative Science Quarterly* of Martin A Levin and Mary Bryna Sanger, *After the Cure: Managing AIDS and Other Public Health Crisis*, 2000, University Press of Kansas.

Hartwell, Stephanie W. 2002, Vol.7(1) pp. 164-166. Review in *Journal of Substance Use* of Alan Marlow and Geoffrey Pearson, *Young People, Drugs, and Community*, 1999, Russel House Publishing.

Hartwell, Stephanie W. 1994. "More Pieces in the Homeless Puzzle." Review essay in *Medical Humanities Review* of Martha R. Burt *Over the Edge: The Growth of Homelessness in the 1980s*, (1992, Russell Sage Foundation) and Elliot Liebow, *Tell Them Who I Am: The Lives of Homeless Women*, 1993, The Free Press.

### **Revise and Resubmit**

Hartwell, Stephanie W., William Fisher, Julianne Siegfriedt, Kristen Roy-Bujnowski, Craig Johnson, Carl Fulwiler, and Xiaogang Deng. "Predictors of Accessing Substance Abuse Services Among Individuals with Mental Disorders Released from Correctional Custody." *Journal of Dual Diagnosis*.

### **In Progress**

Hartwell, Stephanie W. et al., Coping with Traumatic Events Across the Life Course: The Premilitary Experiences of Male Veterans in Jail Diversion, *Psychological Services*

 ORIGINAL

**Other Publications and Reports:**

Hartwell, Stephanie, Xiaogang Deng, William Fisher, Carl Fulwiler, Debra Pinals, and Usha Sambamoorthi. 2011. "Harmonizing Databases: Research Notes on an Evaluation of a Public Mental Health Re-entry Program in Massachusetts." *Corrections and Mental Health: An Update of the National Institute of Corrections*.

Hartwell, Stephanie, Robert McMackin, Robert Tansi, and Nozomi Bartlett. 2009. "Desistance to Re-offending for Adjudicated Youth: A Qualitative Study." Report prepared for the Department of Youth Services.

Hartwell, Stephanie and Laura Watts. 2008. "The Clubhouse Family Legal Support Project: Program Description, Logic Model, and Client Satisfaction Survey." Program Evaluation Report completed for Employment Options, Inc.

Hartwell, Stephanie. 2008. "Community Reintegration of Persons with SMI Post Incarceration." CMHSR Research Brief, Vol. 5, Issue 4, May 2008.

Hartwell, Stephanie, and Karin Orr. 2002. "Gender Differences and Community Re-Entry of Offenders with Mental Illness." *Psychiatric Times*.

Schutt, Russell K and Stephanie W. Hartwell. 2001. "The Organization Response to Social Problems: Changing Interorganizational and Organization-client Relationships." In Stephanie W. Hartwell and Russell K. Schutt (eds.), *The Organizational Response to Social Problems*. Research in Social Problems and Public Policy series, JAI Elsevier Science, Vol. 8, pp.1-17.

Hartwell, Stephanie W. 2000. "Where The Action Is." *American Jails*, November/December, pp 98-99.

Hartwell, Stephanie W. 1999. "Transitioning Mentally Ill Offenders from Correctional Custody to the Community: A Policy Brief." Policy Brief, Center for Social Policy, The John W. McCormack Institute of Public Affairs, The University of Massachusetts Boston.

Hartwell, Stephanie, Sylvia Mignon, and Laura Lempicki. 1999. "Reducing Alcohol Misuse Among College Students: Results from a Model Brief Intervention Feasibility Study." *The Discourse of Sociological Practice* 1: 15-21.

Schutt, Russell K, Xiaogang Deng, Gerald R. Garrett, Stephanie Hartwell, Sylvia Mignon, Joseph Bebo, and Matthew O'Neil. 1998. "1996 Health Service Survey, Substance Use and Abuse Among UMass Boston Students." Report

 ORIGINAL

Community Outreach Manager of JM Farm's Patient Group, Inc.

prepared for the P.R.I.D.E Program, University of Massachusetts Boston Health Service.

Hartwell, Stephanie and John C. Higgins Biddle. 1998. "A Focus Group Assessment of Alcohol Screening In the Workplace." *The Exchange, Employee Assistance Research Supplement*. November/December, pp. 6-8.

Hartwell, Stephanie W, John Higgins-Biddle, and Orlene Weyland. 1997. "Reducing Alcohol in the Workplace Setting." Report prepared for Center for Substance Abuse Treatment and the Addiction Technology Transfer Center of New England, Grant No. 1 U98 T100846-01.

Hartwell, Stephanie, Jennifer Sussman, Tom Babor, and Anne Carney. 1996. "Substance Abuse Treatment Program (SATP) Final Evaluation Report." Report prepared for Long Lane School and the Department of Children and Families. CSAT Grant No. AS-93-04-J.

Hartwell, Stephanie W, Jane Ungemack, Thomas Babor, Francis DelBoca, and Michael Stevens. 1996. "State of Connecticut, Adolescent Substance Abuse Treatment Needs Assessment: The 1995 Adolescent Alcohol and Drug Use School Survey." CSAT Treatment Needs Assessment Prepared for the Department of Mental Health and Addiction Services.

Jekel, James F. et al. 1994. "Research on Services for Homeless Substance Abusers: New Haven Project NIAAA Cooperative Agreements for Research Demonstration Projects on Alcohol and Other Drug Abuse Treatment for Homeless Persons." *Final Report*. NIAAA Grant No. 5-U01-AA08774.

## **PRESENTATIONS**

"Innovative Diversion Programs and Populations at the Interface of Public Health and Criminal Justice." Presented at annual meeting of the American Sociological Association, Denver, 2012.

"Evidence Based Practice of Mental Health Courts: Barriers to Data Dissemination," with Lisa-Marie Guzman and Taylor Hall, Society for the Study of Social Problems, Denver, 2012.

"Mental Health and Criminal Justice Intercepts: Programming Across the Continuum." Phase II Keynote, Cross Training Day, Judicial Trajectories of People with Mental Illness: Issues and Solutions, Douglas Mental Health Institute, McGill University. Montreal, Quebec, 2012

"Open Mental Health Cases Released From Corrections – Predictors and Timing to

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Community Outreach Manager of JM Farm's Patient Group, Inc.

Relapse, Rearrest, and Reincarceration," with W. Fisher, X. Deng, C. Fulwiler, K. Roy, J. Siegfriedt, L. Sampson. International Association of Forensic Mental Health Services, Miami, 2012.

"What Are We Learning From Our Data?" Invited Presentation at Jail Diversion and Trauma Recovery – Priority to Veterans, Annual Grantee Meeting, SAMHSA'S GAINS Center, Bethesda, 2012.

"Early Outcomes of Court Based Jail Diversion for Veterans." Presented at the annual meetings of the American Academy of Psychiatry and the Law. Boston, 2011.

"Offenders with Mental Illness and Reentry: Using a Quasi Experimental Design to Assess Program Outcomes." Presented at the International Congress of Law and Mental Health. Berlin, Germany, 2011.

"Using a Quasi Experimental Design to Evaluate a Public Mental Health Reentry Program." Presented at the 4<sup>th</sup> Academic and Health Policy Conference on Correctional Health. Boston, 2011.

"Harmonizing Databases? Evaluating Effectiveness of a Statewide Public Mental Health Re-entry Program." Presented at the Academy Health Annual Research Meeting, State Health Policy and Research Interest Group Meeting. Boston, 2010.

"Ex-inmates with Psychiatric Disabilities Returning to the Community from Correctional Custody: First and Second Generation Approaches." Presented at the Deputies Meeting, Massachusetts Department of Correction. Concord, MA. 2010.

"Desistance to Re-offending for Adjudicated Youth: A Qualitative Study." Presented with Robert Tansi at the annual meetings of the Eastern Sociological Society, Boston, 2010.

"MISSION Direct Vet: Massachusetts Jail Diversion Evaluation Component." Center for Mental Health Services (CMHS) Jail Diversion and Trauma Recovery Program – Priority to Veterans Cross-Site Evaluation Meeting, Orlando, 2010.

"Transitions in Context: From Total Institutions to the Community." Created and presided over thematic session at the annual meetings of the American Sociological Association, San Francisco, 2009.

"The Forensic Transition Team After a Decade." Presented at the annual meetings for the Society of the Study of Social Problems, San Francisco, 2009.

"Mentally Ill Offender Services in Massachusetts" invited panel on the Health of Bostonians at the annual meetings of the American Sociological Association, Boston, 2008.

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Community Outreach Manager of JM Farm's Patient Group, Inc.

"Emerging Adults in the Criminal Justice System" Presented at the annual meetings of the American Sociological Association, Boston, 2008.

"Mentally Ill Drug Offenders: Exploring Social Processes" Presented at the annual meetings for the Society of the Study of Social Problems with Xiaogang Deng, PhD, UMass Boston, Rosalie A. Torres Stone, PhD, UMass Medical School CMHSR, and William Fisher, PhD, UMass Medical School CMHSR, Boston, 2008.

"From Corrections to the Community: Mentally Ill Offender Services and Experiences Post Incarceration" colloquium series speaker, Justice Studies Program, University of New Hampshire, December 2008.

"Emerging Adults Emerging From Incarceration with Psychiatric Disabilities: Age-Specific Mental Health System Challenges Paper" presented annual meetings of the American Sociological Association, New York, New York, 2007.

"Re-entry Models for Individuals with Psychiatric Disabilities and Their Communities" Forensic Psychiatry Grand Rounds, UMass Medical School, February 2007.

"Regionalization of Massachusetts Forensic Transition Team," Paper presented at the annual meetings of the American Sociological Association, Regular Paper Session on the Social Consequences of Prisoner Re-entry, Montreal, Canada, 2006.

"Transition Transformation: From Centralized to Regionalized Re-entry Support," with Lynne Elliot, Massachusetts Department of Mental Health at the National Gains Conference, Boston, 2006.

"Social Integration in Context: Social Ties, Communities and Institutions," Paper presented with Paul Benson at the Meetings of the Eastern Sociological Society, Boston, 2006.

"The Organizational Response to the Community Re-entry of Ex-inmates with Psychiatric Disabilities." Paper presented at the annual meetings of the American Sociological Association, Regular Paper Session on the Consequences and Costs of Mental Illness, Philadelphia, 2005.

"Unintended Consequences of Mental Health Policy: The Case of Ex-inmates with Psychiatric Disabilities" Paper presented with Teresa Scheid at the annual meetings of the Society for the Study of Social Problems, Philadelphia, 2005.

"Post Release and Community Reintegration: What does the Research Suggest?" CAREMH: Consortium for Applied Research and Evaluation in Mental Health, A Colloquium on Criminalization and Mental Illness, University of Western Ontario. London, Ontario, 2005.

 ORIGINAL

"Pathways and Turning Points: Mentally Ill Offenders Post Incarceration," Paper presented at the Meetings of the Eastern Sociological Society, Washington DC, 2005.

"Reintegration of mentally disordered offenders – What can we learn from American experiences? Service System and Consumer Perspectives." The Munich Hall Conference for Forensic Psychiatry/Münchener Herbsttagung der Arbeitsgemeinschaft für Methodik und Dokumentation in der Forensischen Psychiatrie (AGFP), University of Munich, Department of Forensic Psychiatry. Munich, Germany, 2004

"Modeling Structures and Processes of Release Planning for Inmates with Mental Illness." Paper presented with Joseph Jacoby at the Meetings of the Center for Mental Health services and Criminal Justice Research. Philadelphia, 2004.

"Localized or Centralized Services: How do clients and providers fare?" Paper presented with Karin Orr at the Meetings of the Eastern Sociological Society, New York, NY, 2004

"Transitioning From Corrections to Community." Paper presented with Karin Orr at the Meetings of the International Association of Forensic Mental Health Services, Miami, FLA, 2003.

"Social Distance and Offenders with Mental Illness." Paper Presented at the Meetings of the Eastern Sociological Society, Philadelphia, 2003.

"Outcomes for Offenders with Mental Illness Released From Incarceration." Paper Presented at the Meetings of the American Sociological Association, Chicago, IL, 2002.

"Outreach to Imprisoned Persons with Mental Illness." Paper presented with Karin Orr and Deb Scott, Division of Forensic Services, Department of Mental Health. At the Edith Nourse Rogers Memorial Veterans Hospital Grand Rounds, Bedford, MA, 2002.

"Short Term Outcomes for Offenders with Mental Illness Released From Incarceration." Paper Presented at the Meetings of the Eastern Sociological Society, Boston, 2002.

"The Spectrum of Mentally Ill Offenders in the Criminal Justice System." Paper Presented at the Annual Meetings of the American Sociological Association, Anaheim, CA, 2001.

"Mentally Ill Offenders in Prisons versus Houses of Corrections." Paper Presented at the Meetings of the Eastern Sociological Society, Philadelphia, 2001.

 ORIGINAL

Community Outreach Manager of JM Farm's Patient Group, Inc.

"Racial and Ethnic Differences Among Mentally ill Offenders In the Context of Social Distance Theory." Paper Presented at the Annual Meetings of the American Sociological Association, Washington, D.C. 2000.

"Infusing Alcohol and Other Drug Education into the Criminal Justice Curriculum." Plenary session presentation presented at the Meetings of the Northeast Association of Criminal Justice Sciences, Stow, VT, 2000.

"Associations Between Criminal Charge and Clinical Diagnosis Among Mentally Ill Offenders." Paper Presented at the Meetings of the Northeast Association of Criminal Justice Sciences, Stowe, VT, 2000.

"Understanding Risk and Protective Factors for Juvenile Delinquency: The Retrospective Accounts of Homeless Substance Abusers." Paper Presented at the Annual Meetings of the American Sociological Association, Chicago, 1999.

"Models of Care: Massachusetts Forensic Coordination Program." Paper Presented at the Meetings of the Eastern Sociological Society, Boston, 1999.

"Homeless Substance Abusers and Marginal Employment." Paper Presented at the Annual Meeting of the American Sociological Association, San Francisco, 1998.

"Understanding Risk and Protective Factors for Juvenile Delinquency: The Retrospective Accounts of Homeless Substance Abusers." Paper Presented at the Meetings of the Northeast Association of Criminal Justice Sciences, Providence, RI, 1998.

"The Working Life of Homeless Street Addicts." Paper Presented at the Meetings of the Eastern Sociological Society, Philadelphia, 1998.

"Curriculum Infusion and Substance Abuse Education: Lessons from an Urban Commuter Campus." Report Presented at the Prevention of College Binge Drinking Conference, Westborough, MA, 1998.

"Pawns or Predators: A Report on Substance Abuse Treatment Recidivists in Connecticut." Paper Presented at the Meetings of the Eastern Sociological Society, Regular Session on *Substance Abuse Issues*. Baltimore, MD, 1997.

"Substance Abuse Treatment Needs of Incarcerated Youth." Paper Presented with Jane A. Ungemack in Poster Session at the Annual Meetings of the American Public Health Association, New York, 1996.

"Research Technologies for and of Vulnerable Populations in the Greater Hartford Area." Grand Rounds Series, Cedarcrest Regional Hospital, Newington, CT, 1996.

"Rows and Roads: Fieldwork Among Homeless Junkies." Paper Presented at the Meetings of the Eastern Sociological Society, Baltimore, MD, 1994.



ORIGINAL

Community Outreach Manager of JM Farm's Patient Group, Inc.

"Vice Versa: The Effects of Homelessness on HIV." Paper Presented at the Annual Meeting of the American Sociological Association, Miami, 1993.

"I Prayed Real Hard, So I know I'll Get In: Living With Randomization in Social Research." Paper Presented with Julie A. Lam at the Annual Meeting of the American Sociological Association, Miami, 1993.

"HIV Info Night." Workshop created and implemented for the homeless residents of the Immanuel Baptist shelters: December 1991, April 1992, and April 1993, New Haven, CT.

## **SERVICE**

### **University Service:**

Director Graduate Program in Applied Sociology, 2005, 2007 -

Director, Criminal Justice Program, 2001 – 2007.

Director, Forensic Services Graduate Program, 1997 – 2009

Institutional Review Board/Human Subjects Committee, 1998 - 2002.

Information Technology Center, Faculty Advisory Board, 2000 - 2008.

Academic Affairs Committee, 2000-2002.

Athletic Committee (Chairperson of the Sports Sponsorship Committee 2000 - 2001, Search Committee 1999-2000), 1997 – 2008.

Recruitment and Retention Committee, 2000 – 2002.

University Strategic Planning Committee, 2002 – 2005, 2006 subcommittee.

### **Professional and Community Service:**

Associate Editor of *Society and Mental Health*

External Tenure Reviewer, Washington State University & Philadelphia University of Pharmacy and Health Sciences.

NIH Review Panel, Mental Health Services in Non-Specialty Settings (SRNS) October 2006, February 2007, October 2007, October 2008, March 2011, June 2012

 ORIGINAL

Research Review Committee, Massachusetts Department of Youth Services

Reviewer. *American Journal of Sociology, Journal of Health and Social Behavior, Psychiatric Services, American Journal of Sociology, Addiction, Journal of Substance Misuse, Sociological Perspectives, Journal of Alcohol Studies, Journal of Behavioral Health Services & Research, International Journal of Law and Mental Health, Journal of Offender Therapy and Comparative Criminology, Society and Mental Health.*

Special Education Surrogate Parent, Department of Education, 1998 – present.

International Advisory Committee Member, *Journal of Substance Use*, 1997 – 2005.

Community Partner, Compensated Work Therapy Program, Bedford Veterans Administration Hospital, 1998 – 2000.

Board Member, Emergency Shelter Management Services, Immanuel Baptist Shelter, New Haven CT., 1995 – 1998.

Presider/Discussant, Eastern Sociological Society Annual Meetings 1994, 1997, 1999, 2006; American Sociological Association Annual Meetings 2002.

Director/Coordinator, ISLAND Seminar - interdisciplinary seminar in law and deviance, Yale University Institute for Social and Policy Studies, 1992 - 1994.

Executive Committee Member, Grant Street Partnership Rehabilitation Facility, New Haven, CT, 1990 - 1993.

**Departmental Service:**

Executive Committee 2008, 2009-present

Social Committee 2008

RTF Chair 2003 - 2007

Sociology/Criminal Justice Task Force, 2000-2001

Graduate Studies Committee, 1997 – present

Human Subjects Committee, 1997 – present

Criminal Justice Committee, 1997 - 2007

 ORIGINAL

Community Outreach Manager of JM Farm's Patient Group, Inc.

Curriculum Committee, 1997-1998, 2002

Personnel Committee 1999, 2000, 2002, 2004, 2005, 2006, 2008, 2009 Chair  
Tenure Review Committee

Search Chair 2004 and 2006

**PROFESSIONAL AFFILIATIONS**

American Sociological Association, Mental Health Section Council Member  
(2007-2009, 2012-)

Society for the Study of Social Problems, Chair Mental Health Section (2012-)

Eastern Sociological Association

Northeastern Association of Criminal Justice Sciences

International Association of Forensic Mental Health Services

 ORIGINAL

Resume of Matthew Traiger  
Comptroller of JM Farm's Patient Group, Inc.

**Matthew Traiger, CPA**  
308 Norwest Drive #3  
Norwood, MA 02062  
Matt.Traiger@TraigerAssociates.com/617-650-7278

### EDUCATION

**Boston College, Carroll School of Management**, Chestnut Hill, MA  
Masters of Business Administration, August 2008

**University of Massachusetts, Isenberg School of Management**, Amherst, MA  
Bachelor of Science majoring in Accounting, May 2002, Cum Laude

**Passed all sections of the CPA exam, 2010**

### TECHNICAL SUMMARY

PeopleSoft, Crystal, JDE, Hyperion, QuickBooks and Microsoft Office

### EMPLOYMENT HISTORY

April 2011 - Current

**Traiger Associates**, Brighton, MA

#### CPA (Owner)

- Prepared Individual, Corporate and Partnership Tax Returns.
- Making sure clients are in compliance with the law with the Fed & State
- Tax Planning for Individuals & Businesses
- Maintaining Ledgers for clients to prep for tax returns
- Perform duties of CFO & Controller for clients
- Perform collections and payables tasks for clients
- Represent clients in IRS Audits
- Prepare forecasts and projections for clients
- Supervise and develop staff

June 2011 to June 2013

**Birkholz & Company** Framingham, MA

#### Tax Accountant

- Prepared Individual, Corporate and Partnership Tax Returns
- Making sure clients are in compliance with the law with the Fed & State
- Tax Planning for Individuals and Businesses
- Maintaining Ledgers for clients to prep for tax returns
- Setting up and running payroll for clients
- Represented clients in IRS Audits
- Researched many tax issues some of which include depreciable items vs. non-depreciable items, R&D Credit, etc.

September 2010 to March 2011

**ADMIRALS BANK**, Boston, MA

#### Accounting Contractor through Winter, Wyman and Company

- Corrected fraud on balance sheet and income statement of newly acquired company.
- Created controls and processes to comply with year-end audit.
- Cleaned up many balance sheet accounts that hadn't been accounted for since the 90's.
- Provided financial and accounting expertise to controller so he could adequately perform his job.

May 2009 – August 2010

*Worked full-time with family helping family member recover from illness.*

November 2008 to April 2009

**SKY VEGETABLES**



ORIGINAL

Resume of Matthew Traiger  
Comptroller of JM Farm's Patient Group, Inc.

**Accounting and Finance Contractor**

- Strategic planning and analysis for start-up company.
- Responsible for accounting and financial records.
- Created forecast analysis five years out for the company.
- Created budget after speaking with specialists in urban vegetable growing without the use of drinking water.

March 2008 to October 2008

**INVESTMENT TECHNOLOGY GROUP, Boston, MA**

**Assistant Controller, Finance Department**

- Responsible for overseeing the Macgregor U.S., Macgregor U.K. and Macgregor Spain general ledger accounting close, subsidiaries of Investment Technology Group.
- Responsible for overseeing the Blackwatch general ledger accounting close, a brokerage subsidiary of Macgregor.
- Responsible for the elimination and consolidation of Blackwatch and all Macgregor entities to Investment Technology Group.
- Performed analysis on financial results, actual versus budget, quarter versus prior quarter and year to date versus prior year to date variances for the firm and presented business drivers behind the results to members of Finance as well as to the business managers for various cost centers.
- Liaised with business managers to collect accurate data and create a budget for the Macgregor and Blackwatch budget, subsidiaries of Investment Technology Group.
- Responsible for yearly budget book for all Macgregor and Blackwatch expense items, including revenue, compensation and non-payroll.
- Implemented many cost saving measures.
- Reported daily bookings and revenue figures to senior management.
- Responsible for monthly expense analysis and travel reports for 90 employees.
- Created pie charts and graphs displaying the budget and forecasting for Macgregor and Blackwatch so the business could easily follow the logic behind the business drivers of the budgeting and forecasting numbers.
- Approved and reviewed sales tax returns for all states and counties in which Investment Technology Group conducts business.
- Approved and reviewed all journal entries and month end reconciliation binders for Blackwatch and all Macgregor entities to stay in compliance with all Sarbanes-Oxley requirements.
- Coordinated with finance headquarters in New York, Tax, Financial Planning and Analysis and personnel within the business on a range of topics.
- Implemented several process improvements for Macgregor and Blackwatch to close the month-end books faster and more efficiently.
- Responsible for completion of annual Blackwatch Brokerage Focus Report.
- Responsible for quarterly Blackwatch Brokerage regulatory filings with SEC.
- Performed various ad hoc requests and reports for business managers.
- Assisted in the annual audit process and compliance with Sarbanes-Oxley and work with the auditors on an ongoing basis to identify and resolve issues.
- Supervised and developed staff and senior accountants

June 2004 to March 2008

**WELLINGTON MANAGEMENT COMPANY, LLP, Boston, MA**

**Accounting Supervisor, Finance Department**

- Responsible for overseeing the U.S. general ledger accounting close.
- Performed analysis on financial results and actual versus budget variances for the firm and presented business drivers behind the results to members of Finance as well as to the business managers for various cost centers.
- Liaised with business managers and assisted in creation of annual budget numbers.
- Assisted in preparation of budget book for finance, including creating pie charts and graphs for budget book.
- Analyzed contracts to extract financial data.
- Responsible for forecast of all non-payroll expense accounts.
- Responsible for all non-payroll budgeting expense line items.
- Assumed responsibility for all treasury accounting and foreign currency accounting.
- Coordinated with Tax, IS group, Treasury, Financial Planning and Analysis and personnel within the business on a range of topics.
- Key player in implementing and supporting a companywide financial software conversion to PeopleSoft.
- Implemented several process improvements associated with the close and the monthly accounting process.

ORIGINAL



Resume of Matthew Traiger  
Comptroller of JM Farm's Patient Group, Inc.

- Prepared and assisted in the financial statements of the management company in accordance with GAAP.
- Performed various ad hoc requests and reports for business managers.
- Assisted in the annual audit process and work with the auditors on an ongoing basis to identify and resolve issues.
- Supervised and developed staff accountants and interns.

January 2004 to September 2004

**NEWTONVILLE WINE & SPIRITS**, Newton, MA

**Accountant**

- Responsible for accounting and financial records.
- Responsible for providing weekly forecasts.
- Responsible for supervising cash flow of company.

December 2002 to October 2003

**BDO SEIDMAN**, Boston, MA

**Assurance Associate**

- Provided assurance and other professional services for clients in the financial services, software, beverage and manufacturing industries.
- Analyzed major business processes and internal controls in order to assess clients' risk.
- Interacted extensively with client personnel at all levels of responsibility, from support staff to senior management.
- Identified and tested client controls to determine effectiveness and detect possible deficiencies.
- Performed analytical analysis on income statement accounts including expenses and revenues.
- Assisted in the preparation of financial reports.

June 2001 to August 2001 (Internship)

**ARTHUR ANDERSEN, LLP**, Boston, MA

**Intern, Assurance Business Advisory Services**

- Attended auditing training.
- Performed detailed testing of client accounts.
- Assisted in the preparation of client tax forms.
- Signed contract with Arthur Andersen to begin working as an auditor in September 2002, however they went out of business before my start date.



ORIGINAL

**EVIDENCE OF CAPITAL**  
**(Exhibit4.1)**

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

Corporation Name: JM Farm's Patient Group, Inc.

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

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

Attach one-page bank statement.



BANK OF AMERICA, N.A. (THE "BANK")

JIM FARMS PATIENT GROUP, INC

BUSINESS FUNDAMENTALS CHK

Transaction History

Last Posting Date 11/07/2013

Date/Time Printed 11/8/2013 12:47 PM EST

Bank of America  
Orinatown  
710 Washington Street  
Boston, MA 02111

ORIGINAL

Since Last Statement Summary

Available Balance (\$)

\$529,176.00

Some of the information was not available when this page was printed. Please ask your Bank of America banker to assist you  
Balance Last Statement, Deposits/Credits, Withdrawals/Debits may not total to Available Balance.

Date	Description	Type	Amount	Available Balance
	Amount included in Available Balance			

\*\*\*No More Activity For This Account\*\*\*

For additional information or service, please contact the Customer Service Center at 1-800-432-1000  
\* = Item(s) included in Previous Statement(s).


**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: JM Farm's Patient Group, Inc.

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

Individual Name	Business Address	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1 Michael Bennett	8 Whittier Pl # 19G Boston MA 02114	\$ \$530,000.00 %	Cash/Loan	Board of Directors/Employee	Loan Terms: 7.5% interest per annum; payable over five years in sixty equal monthly installments with payments commencing January 1 <sup>st</sup> , 2015.
2		\$ %			
3 Add more rows as needed.....		\$ %			

Entity Name/ Business Address	Leadership Names	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1 	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: JM Farm's Patient Group, Inc.

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

	Expense Type	Costs	Explanation of Expense
	<b>Planning and Development</b>		
1	Architect and design fees	\$52,250	Estimated at 10% of tenant improvement budget
2	Environmental survey	\$2,500	Phase 1 Environmental Assessment
3	Permits and Fees	\$8,883	Estimated at 1.7% of leasehold improvement budget
4	Security assessment	\$1,500	Third-party review of security plans
5	Land/building cost	\$0	Leased property
6	Site clean-up and preparation	\$5,225	Estimated at 1% of leasehold improvement budget
7	Other- contingency	\$7,035	10% of planning and development budget
8	SUBTOTAL		
9			
	<b>Build-out Costs</b>		
1	Construction expenses	\$427,745	Includes mechanical, electric and plumbing for 10,000 sq ft
2	Painting and finishes	\$22,255	Estimated at 5% of construction expenses budget
3	Security system	\$72,500	Based on estimate of 1 camera per 300 sq ft at \$1250 per including DVR equipment and access control doors
4	Landscape work	\$0	Leased facility
5	Parking facility	\$0	Leased facility
6	Other- contingency	\$52,250	10% of build-out costs
8			
9			
	<b>Equipment Costs</b>		
1	Vehicles and transportation	\$106,000	Five delivery vehicles, vehicle vault, and GPS tracking equipment
2	Cultivation equipment	\$418,346	Includes bulbs and ballast, tables and trays, environmental controllers, irrigation equipment, etc.
3	Furniture and storage needs	\$57,500	Includes vault and safes, counters, office furniture, and reception furniture
4	Computer equipment	\$15,000	Dispensary, cultivation and manufacturing computers and POS equipment
5	HVAC	\$25,000	Leasehold HVAC upgrade
6	Kitchen/food prep equipment	\$95,000	Extraction and packaging equipment
7	Generator	\$50,000	
8			
9			
	<b>TOTAL</b>	<b>\$1,418,989</b>	



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

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

Corporation Name: JM Farm's Patient Group, Inc.

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

Budget Period: 09/2014 to 08/2015

Projected Number of Patients: 826

and Number of Visits: 24,978

		Year ONE Budget	Budget Notes <sup>1</sup>
<b>REVENUE</b>			
1	Medical Marijuana sales	\$2,464,367	Marijuana and infused products
2	Other supplies sold	\$133,372	Vaporizers
3	Other revenue sources	\$11,590	Delivery fees – free for hardship patients
<b>A</b>	<b>TOTAL REVENUE:</b>	<b>\$2,537,308</b>	Net of \$652,419 Patient Hardship Discounts
<b>PAYROLL EXPENSES</b>			
	<b>Personnel Category</b>	<b># FTE</b>	
1	Administrative and operations	7	FT – CEO & COO and PT - CMO, CFO, Outreach Director, non-profit bookkeeper
2	Cultivation and processing	22	Cultivation, processing and delivery staff
3	Manufacturing	3.5	Production manager, extraction specialist, and assistant
4	Dispensary	6	FT - Manager, chief of education, dispensary agents
<b>B</b>	<b>TOTAL SALARIES</b>	<b>38.5</b>	<b>\$924,342</b>
<b>C</b>	<b>Fringe Rate and Total</b>	<b>17.9%</b>	<b>\$165,331</b>
<b>D</b>	<b>TOTAL SALARIES PLUS FRINGE (B+C)</b>		<b>\$1,089,673</b>
<b>OTHER EXPENSES</b>			
1	Consultants	\$90,000	Cultivation consultants
2	Equipment	\$-	No additional equipment purchases year 1 – start-up equipment in capital budget
3	Supplies	\$448,175	Cultivation, manufacturing and dispensary supplies – including delivery costs (gas and vehicle maintenance as per mile cost)
4	Office Expenses	\$28,550	Office supplies, scale and alarm permit fees, postage, travel, meals and software licensing fees
5	Utilities	\$98,111	Gas, electric and water
6	Insurance	\$26,750	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	\$177,939	Straight line
9	Leasehold Expenses	\$0	Maintenance see line 16

ORIGINAL

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

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

Corporation Name: JM Farm's Patient Group, Inc.

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

Budget Period: 09/2014 to 08/2015

Projected Number of Patients: 826 and Number of Visits: 24,978

10	Bad Debt	\$0	No credit sales
13	Banking and Processing Fees	\$37,252	Account fees and debit card processing fees
14	Business Personal Property Tax	\$26,491	Estimated 3.9% of assessed equipment and capitalized start-up expense value
15	Delivery program	\$20,483	Vehicle maintenance, gas, insurance, logistics software and GPS tracking service
16	Facilities maintenance & uniform service	\$26,813	Regular maintenance, towel and uniform service
17	Laboratory testing fees	\$77,508	Assumption: \$250 per analysis
18	License fee	\$150,000	Annual - \$90k local, \$50 state, \$10k other
19	Patient education and outreach	\$11,500	Printing educational materials, interpreter services and outreach events
20	Pre-development expenses	\$409,476	Expenses prior to start of operations including rent, deposits, payroll, legal and accounting fees, first annual license fee \$50,000
21	Professional services	\$50,000	Legal and accounting
22	Rent	\$225,000	NNN
23	Security	\$17,750	Includes internet service, cell back-up - Monitoring, video storage, door access reports and maintenance
E	<b>TOTAL OTHER EXPENSES</b>	\$1,921,798	
	<b>TOTAL EXPENSES: (D+E)</b>	<b>\$3,011,471</b>	
	<b>DIFFERENCE</b>	<b>\$(474,163)</b>	

<sup>1</sup> 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: JM Farm's Patient Group

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

Fiscal Year Time Period: 09/2014 – 08/2017

Projected Start Date for the First Full Fiscal Year: 09/01/2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2015	SECOND FULL FISCAL YEAR PROJECTIONS 2016	THIRD FULL FISCAL YEAR PROJECTIONS 2017
Projected Revenue	\$1,957,258 Gross (652,419) Hardship Discounts	\$ 8,241,087 (2,472,326) Hardship Discounts	\$ 9,957,980 (7,741,295) Hardship Discounts
Projected Expenses	\$ 1,089,673 Payroll \$ 1,921,798 Other Expenses	\$ 1,899,330 Payroll \$ 2,095,561 Other Expenses	\$3,137,752 Payroll \$2,441,957 Other Expenses
TOTAL :	\$ (474,163)	\$ 4,426,196 (Before Taxes)	\$5,111,273 (Before Taxes)
Number of Patients	826	1,074	1,652
Number of Patient Visits	24,978	51,542	79,296
Projected % of growth rate annually		Number of Patients: 30.0% Number of Visits: 106.3%	Number of Patients: 53.8% Number of Visits: 53.8%
Total FTE in staffing	38.5 FTE	40 FTE	47.5 FTE
Projected Medical Marijuana Inventory	702 Lbs. (Cumulative) 144 Lbs. (Year-End Inventory)	2641 Lbs. (Cumulative) 278 Lbs. (Year-End Inventory)	3,257 Lbs. (Cumulative) 302 Lbs. (Year-End Inventory)

ORIGINAL



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

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

Corporation Name: JM Farm's Patient Group, Inc.      Application # (if more than one): N/A

Physical Address	County	Type of Evidence Attached
10 Greenfield Road South Deerfield, MA 01373	Franklin	Lease



**ORIGINAL**

**LEASE**

**LESSOR: GREENFIELD ROAD, LLC**

**LESSEE: JM FARM'S PATIENT GROUP, INC.**

**PREMISES: 15,000 SQUARE FEET LOCATED AT 10 GREENFIELD  
ROAD, SOUTH DEERFIELD, MA**

**EFFECTIVE**

**DATE OF LEASE: NOVEMBER 1, 2013**



**ORIGINAL**

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**LEASE**

This Indenture (the "Lease") made effective this \_\_\_ day of November, 2013 by and between **GREENFIELD ROAD, LLC**, a Massachusetts limited liability company with a usual place of business at 10 Greenfield Road, South Deerfield Massachusetts 01373 ("Lessor") (which expression shall include Lessor's successors, representatives and assigns where the context so requires or admits), and **JM FARM'S PATIENT GROUP, INC.**, a Massachusetts corporation with a usual place of business at 207 River Rd., Whatley, Massachusetts 01093, ("Lessee") (which expression shall include Lessee's successors, representatives, and assigns where the context so requires or admits) (Lessor and Lessee collectively referred to herein as "Party" or "Parties").

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

**1. TERM, OPTIONS AND DEMISED PREMISES.**

1.01 Lessor does hereby lease and let certain premises consisting of approximately 15,000 square feet of space (the "Demised Premises"), located in a building known as 10 Greenfield Road, South Deerfield, Massachusetts, situate on 12 acres of land (the "Entire Premises"). The Demised Premises are more fully described on Exhibit A. To have and to hold for a term commencing on the date hereof and terminating on March 1, 2021, provided Lessee does not renew the term as described herein.

**2. RENTALS.**

(a) Lessee agrees to pay an annual base rent of \$15 per square foot per annum (the "Annual Base Rent") with a 3% annual increase as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>
1	\$225,000.00
2	\$231,750.00
3	\$238,702.50
4	\$245,863.58
5	\$253,239.48
6	\$260,836.67
7	\$268,661.77
8	\$276,721.62
9	\$285,023.27
10	\$293,573.97
11	\$302,381.19

Lessee shall have the option to expand the square feet of the Demised Premises by at least 15,000 square feet by following the requirements herein, with rent, at the same rate of Fifteen and 00/100 Dollars (\$15.00) per square feet and all other terms and conditions of the Lease to apply. Such option may only be exercised following 120 days notice from Lessee to Lessor of its intent to exercise such option.

(b) Lessee does promise to pay the aforesaid rent in equal successive monthly installments of 1/12<sup>th</sup> of the Annual Base Rent. Said rent to be payable on the first day of each and every month during the term of this Lease in advance. Proportional adjustment shall be given if the term of this Lease starts on a day other than the first day of a month. The first month's rent and the "non-refundable deposit" shall be payable upon execution of this Lease.

(c) Provided that Lessee is not in default under the terms of this Lease beyond any applicable notes and cure period, Lessor shall have 1 option to extend the term of this Lease for 1 additional four (4) year periods on the same terms and conditions as are contained herein with base rent to be paid as described above (increasing three percent (3%) annually). Lessee must exercise the aforesaid options, if at all, by providing Lessor with written notice, certified mail, return receipt requested, at least nine (9) months prior to the end of the term (then) in effect. Failure to exercise any option shall void the right to exercise any other option.

(d) Notwithstanding anything to the contrary contained herein, no rent or other charges hereunder shall be due or payable to Lessor until February 1, 2014 (the "Rent Commencement Date") or whatever day Lessee receives a permit to operate a registered marijuana dispensary ("RMD") at the Demised Premises (the "License"), whichever date is earlier; provided, however, in the event that the Lessee has not received the License on or before May 1, 2014 then this Lease shall be void and of no further force and effect and all obligations of the parties hereunder shall be released. Notwithstanding the foregoing, Lessor shall not be required to vacate the Demised Premises until the Lessee has been awarded the Lease.

(e) Prior to the Rent Commencement Date, the Lessee and its consultants may have reasonable access to the Demised Premises. Such access is not exclusive and no alterations may be made nor may any personal property be moved into the Demised Premises prior to the Rent Commencement Date.

(f) Upon execution of this Lease, the Lessee shall provide the Lessor, Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) as a non-refundable deposit for the purposes of executing and entering into this Lease. The Non-Refundable Deposit is fully earned by Lessor executing the within Lease. Notwithstanding anything agreed to by the Parties to the contrary, Lessor acknowledges and agrees that for the duration of this Lease, no other agreement of any kind is or will be entered into between Lessor, Mark Valone, or any

affiliated entity of Lessor or Mark Valone and another RMD or marijuana related business at the Demised Premises or any other premises or property owned or in the control of Lessor, Mark Valone or any affiliated entity of Lessor or Mark Valone in Franklin County, Massachusetts, excluding property located in Greenfield, Massachusetts owned by Mark Valone or an entity controlled by him, where only after January 31, 2014 an agreement may be entered into with another party for marijuana cultivation, but not marijuana retail sales.

(g) Notwithstanding anything to contrary, Lessee's obligations hereunder (except as described in Paragraph f of this Section) shall be contingent upon Lessee's ability to obtain a RMD License for the Demised Premises and use the Demised Premises for the purposes described herein, including but not limited to receipt of all necessary easements, permits, zoning approvals, and regulatory approvals. Additionally, Lessee shall be permitted to cancel this Lease and owe no further obligations hereunder, effective upon providing written notice to Lessor, if (i) Lessee is unable to operate an RMD for a period of thirty (30) days or longer at the Demised Premises due to any state or local law, regulation, or order; or (ii) a change in federal enforcement priorities that makes the operation of Lessee's business at the location impractical.

### **3. USE.**

3.01 The Demised Premises are to be used solely as a place of business for the operation of a marijuana establishment as permitted under the applicable state or local law and upon written approval from Lessor for any other lawful purpose, which approval shall not be unreasonably withheld or delayed.

### **4. LESSEE'S RESPONSIBILITY FOR LESSOR'S OPERATING COSTS AND EXPENSES.**

(a) This Lease is intended to be a so-called "triple net lease". Lessee shall pay to Lessor, in addition to the Annual Base Rent and other payments to be paid hereunder, as Additional Rent, a pro rata share of all the Lessor's costs and expenses paid or incurred by Lessor in operating, repairing, maintaining and managing the Lessor's Building ("Lessor's Operating Costs and Expenses"). Lessor's Operating Costs and Expenses shall include, but not be limited to: landscaping, water and sewer charges, property management not to exceed five percent (5.00%) of Annual Base Rent, electric power and lighting, heating and cooling of common areas, repairs, maintenance, building and liability insurance, cleaning of the common areas, snow and maintenance (including repaving) of all the paved areas of roadways and parking lots.

(b) Lessee's pro rata share of Lessor's Operating Costs and Expenses shall be computed by multiplying the whole of said costs and expenses by a fraction, the numerator of which is the total square footage of floor area of the Demised Premises (180,000) and the denominator of which is the total square footage of floor area in the Lessor's Building (15,000); said share presently being eight and thirty three one hundredths percent (8.33%).

(c) Lessee agrees to pay Lessor monthly one-twelfth (1/12<sup>th</sup>) of Lessee's share of Lessor's Operating Costs and Expenses as estimated by Lessor's good faith judgment within ten (10) days after Lessee's receipt of a monthly bill from Lessor. However, if Lessee does not receive a monthly bill from Lessor by the first day of the calendar month, then Lessee shall continue to pay the same monthly installment of Rent (including Annual Base Rent plus Lessee's share of Lessor's Operating Costs and Expenses). A final adjustment will be made as soon as Lessee's actual share has been determined by Lessor. Lessor shall endeavor to determine such final adjustment within three (3) months after the close of the lease year for which such adjustment is being made and shall deliver a statement of same to Lessee. If there was an overpayment by Lessee, then Lessor shall refund such overpayment provided Lessee is current with respect to all of its rent obligations. If there has been an underpayment by Lessee, then Lessee shall pay such additional amount owed within fifteen (15) days after receipt of the statement from Lessor. Lessee's share shall be collectable as Additional Rent hereunder.

#### **5. PAYMENT BY LESSEE FOR REAL ESTATE TAXES.**

(a) In addition to the Annual Base Rent to be paid by the Lessee, the Lessee shall also pay to the Lessor a pro rata share, allocated as below set forth, of the real estate taxes levied on the Entire Premises (and land) in each year. The term "real estate tax" or like term as used herein shall include "betterment assessments."

(b) The proportionate share of the taxes payable by the Lessee shall be computed by multiplying the whole of said taxes by a fraction, the numerator of which is the total square footage of floor area of the Demised Premises (15,000) and the denominator of which is the total square footage of floor area in Lessor's Building (180,000); said share presently being fifteen and eight and thirty three one hundredths percent (8.33%).



(c) Lessee shall pay to Lessor its share four (4) times each year within ten (10) days after Lessee's receipt of a copy of the real estate tax bill from the Town of South Deerfield and Lessor's calculation of Lessee's pro rata share of the real estate taxes. However, if Lessor so elects, Lessee agrees to pay monthly, at the time and place the regular Rent is payable, one-twelfth (1/12<sup>th</sup>) of Lessee's share of such taxes as estimated by Lessor's good faith judgment, with a final adjustment to be made as soon as Lessee's actual share has been determined by Lessor. Such final adjustment shall be determined by Lessor within three months after the close of the lease year for which such adjustment is being made. If there was an overpayment by Lessee, then Lessor shall refund such overpayment provided Lessee is current with respect to all of its Rent obligations. If there has been an underpayment by the Lessee, then Lessee shall pay such additional amount owed within fifteen (15) days after receipt of a bill for the same from Lessor. Lessee's share shall be collectable as Additional Rent hereunder.

(d) Lessee's share of the taxes shall be adjusted on a prorated basis with respect to the first and/or last years of the Term hereof in the event that the first and/or last years of said Term shall not coincide with the tax year.

(e) The foregoing provisions of this Clause are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals or other taxes shall be substituted, in whole or in part, for the present ad valorem real estate taxes, the Lessee's percentage share of taxes (as set forth above) shall be based upon such taxes on rentals or other taxes to the extent to which the same shall be a substitute for the present ad valorem real estate taxes.

## **6. UTILITIES AND SERVICES.**

(a) Lessee agrees to pay as they become due all charges for electricity, gas, water, sewer usage, telephone, and other utilities furnished to the Demised Premises and used by Lessee. Lessee at its sole expense will separately meter all utilities directly to the Demised Premises within thirty (30) days of the execution of this Lease.

## **7. REPAIRS AND MAINTENANCE.**

(a) Lessee covenants that it shall throughout the term of this Lease, at its own cost and expense, put, keep and maintain the Demised Premises in good, substantial and sufficient condition, repair and order both inside and outside, ordinary and extraordinary; structural and non-structural, and the yards, areas, railings, fences, sidewalks, thereon or adjoining or in front of the Demised Premises and all connections with the street, steam, water, electric, gas mains and sewers and the air conditioning apparatus, boilers and machinery and such other fixtures used in connection with the operation of the buildings on the Demised Premises including any and all improvements and replacements made by Lessee. Lessee shall indemnify and save Lessor harmless from and against any and all costs, expenses, claims, losses, damages, fines or penalties, including reasonable counsel fees, because of or due to Lessee's failure to comply with the foregoing, and Lessee shall not call

upon Lessor for any disbursement or outlay of money whatsoever, and hereby expressly releases and discharges Lessor of and from any liability or responsibility whatsoever in connection therewith.

(b) Lessee covenants to keep the Demised Premises free from rubbish and containers and the sidewalks and parking areas free from snow, ice and debris.

(c) Lessee further covenants and agrees with Lessor that it will keep all the glass on the Demised Premises whole and in good condition with glass of the same quality as that broken or injured; and will keep the Demised Premises in as good order and repair as the same are in at the commencement of the term or may be put in by Lessor, reasonable use and wearing thereof, fire and other unavoidable insured casualty excepted; except as provided herein, that it will save Lessor harmless from all loss or damage occasioned by the use or misuse of water fixtures, plumbing drains and gas fixtures, boilers and steam vessels (except such as is caused by Lessor or its agents).

(d) Lessee agrees not to injure, overload, deface or otherwise harm the Demised Premises; nor commit any nuisance; nor make any use of the Demised Premises which is improper, offensive or contrary to any state or local law, regulation, bylaw or ordinance Lessee agrees not to make, allow or suffer any waste; nor to dump, flush, or in any way introduce any hazardous material or oil into the septic, sewage or other waste disposal system serving the Demised Premises; nor, except for uses which are lawfully permitted under state law for marijuana businesses to generate, store, use or dispose of hazardous material or oil in or on the Demised Premises, or dispose of hazardous material or oil from the Demised Premises to any other location, or commit or suffer to be committed in or on the Demised Premises any act which would require the filing of official notice pursuant to applicable law, without the prior written consent of Lessor and then only in compliance with any and all Federal, state and local laws and ordinances regulating such activity. "Hazardous material and oil" as used in this Section, shall have the same meanings as defined and used in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq; ("CERCLA") and M.G.L. c.21E et sequi, as the same may be amended from time to time.

## **8. ALTERATIONS BY LESSEE.**

(a) Lessee shall have the right to make changes or alterations to the building located on the Demised Premises, with prior written approval of Lessor, provided, however, that any such changes or alterations shall be made in all cases subject to the following conditions which Lessee agrees to observe and perform:

(i) No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the buildings located on the Demised Premises.

(ii) No changes or alterations shall be undertaken until Lessee shall have procured and paid for all required municipal and governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

(iii) All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and Lessee shall procure certificates of occupancy and other certificates if required by applicable state and local law, regulation, ordinance, or bylaw..

(iv) At all times when any change or alteration is in progress, there shall be maintained, at Lessee's expense, workmen's compensation insurance in accordance with law covering all persons employed in connection with the change or alteration, and general liability insurance for the mutual benefit of Lessee and Lessor expressly covering the additional hazards due to the change or alteration.

(v) Lessee shall pay for all work and materials within a reasonable time and shall see to it that no materialmen's liens are filed against the Demised Premises.

(vi) All structural installations to the Demised Premises shall become the property of Lessor and shall not be removed by Lessee at the expiration or sooner termination of this Lease.

## 9. INSURANCE REQUIREMENTS.

(a) Lessee agrees to carry public liability insurance written on a Comprehensive policy form on the Demised Premises in the sum of Two Million (\$2,000,000) Dollars combined single limit bodily injury and property damage coverage, and to name Lessor and its mortgagees as a named insured on such policies. Endorsements and/or Certificates of Insurance showing such coverage and naming Lessor and its mortgagees as an insured shall be forwarded to Lessor prior to the commencement of this term, and within thirty (30) days prior to the expiration date of said policies. All of said policies shall contain a clause requiring the insurer to give Lessor and its mortgagees thirty (30) days written notice prior to cancellation.

(b) Lessee agrees to pay to Lessor, as Additional Rent hereunder, its Pro Rata Share (as hereinafter defined) of such all-risk insurance. Lessee's payment shall be made within thirty (30) days from receipt of an invoice from Lessor for the cost of such insurance.

(c) Fire Insurance. Lessor agrees to maintain with respect to the Demised Premises and the Building of which it is a part, fire insurance with "special coverage" or "all risk" endorsements including flood and earthquake and change in building code coverage endorsements in an amount not less than the full replacement value thereof and in an amount

sufficient to avoid any co-insurance penalty. For the purposes of this section, the Demised Premises shall be deemed to include, without limitation, improvements to the realty which may, from time to time, be made (whether by Lessee or others), such as painting, light fixtures, floor coverings, partitions, and signs to the extent the same are customarily insurable as a part of the realty and may be covered by Lessor's fire insurance. Such fire insurance policy shall also provide rent insurance for a twelve (12) month period in an amount equal to one (1) year's Base Rent and Additional Rent (as hereinafter defined) payable under this Lease.

(d) Lessee shall pay to Lessor, as Additional Rent hereunder, its Pro Rata Share of the cost of fire, extended coverage, rental value and public liability insurance, which costs shall be billed to Lessee as part of the Operating Costs as provided in Section 4 herein.

## 10. INDEMNITY.

(a) Lessee shall hold Lessor harmless against any and all claims, damages or cause of action for damages arising after the commencement of the term hereof and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the Entire Premises and the buildings and improvements thereon, or in or upon the sidewalks, or streets in front of or appurtenant thereto by any person or persons. It is the intention and agreement that Lessor shall not be liable for any personal injuries or damage to Lessee or its officers, agents, employees, invitees and all persons having business with Lessee, or to any other persons or to any occupant of any part of the Entire Premises, or for any injury or damage to any goods, wares, merchandise or property of Lessee or of any occupant of any part of the said Entire Premises, irrespective of how the same may be caused, whether from action of the elements or acts of negligence of the owner or occupants of the adjacent properties, excepting however, the negligence of Lessor.

(b) Lessee shall and will indemnify and save harmless Lessor of and from any and all liability, loss, damage or expense, causes of action, suits, claims and judgment, including reasonable legal expenses in connection with defending against any such action, suit or claim arising from injury to persons or property of any and every nature and for any matter or thing growing out of the use and/or occupation of the Demised Premises by Lessee, or any part thereof caused by Lessee, its agents, employees, assigns or occupants of any part of the Entire Premises, or by their agents, or employees, respectively, or which may be occasioned by any person or thing whatsoever at any time during the term of this Lease.

(c) All of Lessee's obligations under this Lease shall be secured with a security interest in all of Lessee's tangible and intangible personal property as permitted by the applicable state law and regulations. This security interest shall only be junior to the Lessee's lenders, whose secured indebtedness is not in excess of \$500,000.00. The form of Security Agreement is attached hereto as Exhibit B.

 ORIGINAL

## 11. SUBORDINATION.

(a) This Lease and all of the rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages hereinafter placed on the Demised Premises or any part thereof, except Lessee's personal property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages (all of which are hereinafter termed the mortgage or mortgages) provided, nevertheless, each or all of such mortgages shall contain a provision to the effect that so long as Lessee is not in default under this Lease, or any renewal thereof no foreclosure of the lien of said mortgage or any other proceeding in respect thereof shall divest, impair, modify, abrogate or otherwise adversely affect any interests or rights whatsoever of Lessee under the said Lease.

Such subordination shall be automatic, provided that Lessee receives the Non-Disturbance Agreement referred to herein without the execution of any further subordination agreement by Lessee. If, however, a written subordination agreement, consistent with this provision and in a form reasonably acceptable to Lessee, is required by a mortgagee, Lessee agrees to execute, acknowledge and deliver the same within twenty (20) days after receipt.

(b) If Lessee is given the name and address of any Mortgagee, then Lessee agrees to give any Mortgagees, by Certified Mail, a copy of any Notice of Default served upon Lessor, provided that prior to such notice Lessee has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the address of such Mortgagees. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided for in this Lease, then the Mortgagees shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, any Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

(c) Lessee shall attorn to any foreclosing first mortgagee, purchaser at a foreclosure sale or purchase by deed in lieu of foreclosure, but no such mortgagee or purchaser shall be (a) liable for any act or omission of Lessor, (b) bound by any payment of rent, additional rent or other charge made more than thirty (30) days in advance of the due date thereof, or (c) bound by any assignment, surrender, termination, cancellation, amendment or modification of this Lease (other than amendments or modifications which do not affect the rent or term of this Lease) made without the express written consent of such mortgagee or purchaser except for such termination described in Section 1 hereof. .

## 12. YIELDING UP.

(a) Lessee agrees to quit and deliver up the Demised Premises to Lessor or its

representatives peaceably and quietly at the end of said term or extensions hereof, free and clear of all Lessee's personal property and equipment; that it will not make or suffer any waste, or any unlawful (under Massachusetts law) improper, noisy or offensive use of the Demised Premises.

### **13. ASSIGNMENT AND SUBLETTING.**

(a) Lessee will not assign this Lease, in whole or in part, nor sublet all of the Demised Premises, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed. This prohibition includes, without limitation, (i) any subletting or assignment which would otherwise occur by operation of law; or (ii) an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings. Consent by Lessor to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting and shall not release Lessee from liability for the failure of performance of the terms of this Lease.

(b) The acceptance by Lessor of the payment of rental following any assignment or other transfer prohibited by this clause shall not be deemed to be a consent by Lessor to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Lessor hereunder.

### **14. FIRE AND OTHER CASUALTY.**

In the event the Demised Premises or any part thereof during said term or extension thereof shall be destroyed or damaged by fire or other unavoidable casualties so that the same shall be rendered unfit for the conduct of a marijuana dispensary, then and in such case the rent hereinabove reserved or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated, until the said Demised Premises shall have been put in proper condition for use and occupation by Lessor at Lessor's cost and expense. Lessee shall be responsible for replacing its furnishings, stock, trade fixtures, and personal property.

(b) Lessor agrees that on or before sixty (60) days after the occurrence of such damage or destruction or such additional reasonable time for Lessor, by the exercise of due diligence, to obtain permits and settle insurance claims, it shall commence to repair and restore the Demised Premises to their condition prior to such damage or destruction. Lessor shall diligently complete the work of repair and restoration in a good and workmanlike manner so that all work shall be completed within ninety (90) days after the date that it was commenced.

Lessor shall restore improvements to the Demised Premises if they are of a type as are normally included in Lessor's fire insurance. Lessor shall, however, have no obligation to repair or restore any of Lessee's fixtures or equipment. In the event that Lessor

does not commence the restoration work within the sixty (60) day period (or such additional reasonable time period as aforesaid), then Lessee shall have the option to terminate the within Lease by notice to Lessor and such termination shall be effective thirty (30) days after same has been sent. Lessor shall be granted reasonable delays due to causes beyond its control in completing and/or commencing said restoration and/or repairs.

(c) Notwithstanding anything contained herein to the contrary, Lessor and Lessee shall each have the right to terminate the within Lease if the Demised Premises are destroyed or damaged by fire or other casualty to the extent of at least fifty (50%) percent during the term hereunder. Each party's termination notice shall take effect thirty (30) days after mailing thereof.

If the within Lease is not terminated for any of the above reasons, then Lessor shall diligently commence making repairs so that Lessee may once again use and enjoy the Demised Premises. Rent shall commence upon a new occupancy permit being issued.

#### **15. NOTICES.**

(a) All notices required to be given hereunder shall be mailed by certified mail, return receipt requested, to Lessor at 10 Greenfield Road, South Deerfield, Massachusetts 01373 and Lessee at 207 River Rd., Whatley, Massachusetts 01093, with a copy to Peter W. Shrair, Esq., Cooley, Shrair P.C., 1380 Main Street, Springfield, Massachusetts 01103-1644, and Vicente Sederberg LLC, 60 Kendrick Street, Needham MA 02494 or at such other place as either party may designate in writing to the other.

#### **16. EMINENT DOMAIN.**

(a) If after the execution and before the expiration of the term of this Lease, the entire Demised Premises shall be taken by right of eminent domain for any street or other public use, or damaged or destroyed by the action of any public or quasi-public authority having jurisdiction then this Lease shall terminate and rent shall be apportioned and adjusted as of the date of termination.

(b) In case a part of the Demised Premises herein demised shall be so taken by such right of eminent domain or such action as aforesaid, and Lessor elects to rebuild and/or restore the same then this Lease and the said term shall continue in full force and effect without any reduction in the rent reserved in the Lease.

(i) Notwithstanding the foregoing, if by such taking the area of the Demised Premises shall be reduced by twenty (20%) percent or more either party may terminate this Lease by giving Lessee thirty (30) days written notice to this effect.

(ii) If this Lease shall not be terminated pursuant to the provisions of Section 16.00(a) of this Lease, or if only a portion of the Demised Premises shall be taken

which shall not entitle either party to terminate this Lease pursuant to the provisions of Section 16.00(b), Lessor shall, within a reasonable time period, make all changes, repairs, and additions that may be necessary by reason of such partial taking or cause Lessee to make same.

(c) Lessor reserves to itself, and Lessee assigns to Lessor, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be reasonably required by Lessor and to join in any petition for recovery of damages (without cost to Lessee) if requested by Lessor, and to turn over to Lessor any damages that may be recovered in any such proceeding. It is agreed and understood, however, that Lessor does not reserve to itself, and Lessee does not assign to Lessor, any portion of the award allocable to movable trade fixtures, equipment, personal property, and signs installed by Lessee as well as Lessee's loss of its leasehold interest and relocation expenses.

## 17. DEFAULTS.

(a) Lessor may terminate this lease: (i) if Annual Base Rent or Additional Rent is not paid within five (5) days after same is due; or (ii) if Lessee shall have failed to cure a default in the performance of any covenant of this lease (except the payment of rent), or any rule or regulation hereinafter set forth, within thirty (30) days after written notice thereof from Lessor, or if default cannot be completely cured in such time, if Lessee shall not promptly proceed to cure such default within said thirty (30) days, or shall not complete the curing of such default with due diligence; or (iii) if a petition in bankruptcy shall be filed by or against Lessee or if Lessee shall make a general assignment for the benefit of creditors, or receive the benefit of any insolvency or reorganization act; or (iv) if a receiver or trustee is appointed for any portion of Lessee's property and such appointment is not vacated within thirty (30) days; or (v) if an execution or attachment shall be issued under which the Demised Premises shall be taken or occupied by anyone other than Lessee.

(b) If Lessor shall re-enter the Demised Premises on the default of Lessee, by summary proceedings or otherwise: (i) Lessee shall pay Lessor any deficiency between the rent hereby reserved and the net amount of any rents collected by Lessor for the remaining term of this lease, through any re-letting. Such deficiency shall become due and payable monthly, as it is determined. Lessor may deduct all reasonable expenses incurred in obtaining possession or re-letting the Demised Premises, including legal expenses, attorneys' fees and brokerage fees; (ii) Lessor shall recover as liquidated damages, in addition to accrued rent and other charges, if Lessor's re-entry is the result of Lessee's bankruptcy, insolvency or reorganization, the full rental for the maximum period allowed by any act relating to bankruptcy, insolvency or reorganization; (iii) If Lessor re-enters the Demised Premises due to Lessee's default any property left in the Demised Premises by Lessee shall be deemed to have been abandoned by Lessee, and Lessor shall have the right to retain or dispose of such property in any manner without any obligation to account therefor to Lessee.



(c) In addition to the above, Lessee shall be liable for the payment of all costs of collection of rent and all other expenses necessary to enforce Lessee's covenants hereunder including reasonable attorney's fees.

**18. COMPLIANCE WITH LAWS.**

(a) Lessee further agrees to comply with all laws of the Commonwealth of Massachusetts all ordinances of the Town of South Deerfield and all lawful orders of the Commission, Board or Authority of the Town of South Deerfield respecting the use of the Demised Premises

**19. QUIET ENJOYMENT.**

(a) Lessor covenants and agrees with Lessee that upon Lessee paying said rent and performing all the covenants and conditions aforesaid on Lessee's part to be observed and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Demised Premises hereby demised for the term aforesaid. It is understood however, that Lessor's liabilities under this clause shall be only for the period during which it shall be the owner of the Demised Premises.

(b) The term "Lessor", as used in this Lease, means only the owner for the time being of the Demised Premises, so that, in the event of any sale of said Demised Premises, Lessor shall be and hereby is entirely freed and relieved of all liabilities and obligations of Lessor hereunder which accrue from or after the date of such sale, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Demised Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Lessor hereunder from and after such date. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the monetary liability of any Lessor hereunder shall be limited to the equity of Lessor in the Demised Premises in the event of breach by Lessor, as the case may be, of any of the terms, covenants and conditions of this Lease to be performed by Lessor. In furtherance of the foregoing Lessee hereby agrees that any judgment it may obtain against Lessor as a result of a breach of any of the terms, covenants or conditions hereof by Lessor shall be enforceable solely against Lessor's fee interest in the Demised Premises.

**20. NET LEASE.**

(a) This is a "net" Lease and Lessor shall not be required to provide any services or do any act in connection with the Demised Premises except as specifically provided herein.

**21. SIGNS.**

(a) Lessee shall have the privilege of placing on the Demised Premises such signs as it deems necessary and proper in the conduct of its business, provided Lessee pays

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all permit and license fees which may be required to be paid for the erection and maintenance of any and all such signs, provided such signs are legally permitted to be installed. Lessee agrees to exonerate, save harmless, protect and indemnify Lessor from, and against any and all losses, damages, claims, suits or actions for any damage or injury to the person or property caused by the erection and maintenance of such signs or parts thereof, and insurance coverage for such signs shall be included in the public liability policy which Lessee is required to furnish hereunder.

**22. LESSOR'S ENTRY.**

(a) Lessor and its representatives shall have the right (but not the obligation) to enter into and upon the Demised Premises or any part thereof during business hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof only as permitted by applicable state and local laws, regulations, ordinances, or bylaws which right to make repairs or alterations shall, however, be subject and subordinate to each and every provision contained in this agreement applicable to repairs or alterations, and Lessor agrees that except for emergencies, Lessor will give Lessee ten (10) days notice before making any repairs upon the Demised Premises. Lessee affirmatively covenants to make all repairs and replacements to the Demised Premises during the term of this Lease as set forth in Section 7 herein. In the event that Lessee fails to make such repairs and replacements, and Lessor elects to do so (which it is under no obligation to do), then the cost of same shall be paid by Lessee to Lessor, upon demand, as additional rental hereunder.

**23. SEVERABILITY.**

(a) If any term or provision of this Lease, or the application thereof, to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provisions which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**24. ESTOPPEL CERTIFICATES.**

(a) At any time and from time to time, within ten (10) days after either party shall request the same the other party will execute, acknowledge and deliver to the requesting party and to such mortgagee or other party as may be designated by such requesting party, a certificate in an acceptable form with respect to the matters required by such party and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by such party. In the event that such party fails to provide such certificate within twenty (20) days after request therefor, such party shall be deemed to have approved the contents of any such certificate submitted to it and the requesting party is hereby authorized to so certify.

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**25. NOTICE OF LEASE.**

(a) The parties hereby agree that each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by Lessee. In the event of termination of this Lease, within thirty (30) days after written request from Lessor, Lessee agrees to execute, acknowledge and deliver to Lessor an agreement removing such short form of lease from record. If Lessee fails to execute such agreement within said thirty (30) day period or fails to notify Lessor within said thirty (30) day period of its reasons for refusing to execute such agreement, Lessor is hereby authorized to execute and record such agreement removing the short form of lease from record. This provision shall survive any termination of this Lease. The parties agree that this Lease shall not be recorded.

**26. BROKER'S COMMISSION.**

(a) Excluding a brokerage fee due to CBRE/New England to be paid by Lessor, each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any breach of the representation by such breaching party including, without limitation, the cost of counsel fees in connection therewith.

**27. NO OPTION.**

(a) The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

**28. EXPANSION OPTION.**

The Lessee shall have the option to lease additional square feet of rentable space by giving written notice to the Lessor on or before July 1, of each calendar year, certified mail, return receipt requested. Lessor shall designate such additional space, and will use reasonable efforts to provide it, adjacent to the Demised Premises. This option to expand is given upon the following terms and conditions:

(a) No default shall have occurred under the Lease and be continuing.

(b) The term for the additional space shall commence on January 1, next following the notice date or on such earlier date as Lessor is able to vacate that portion of the premises to which the Lessee wishes to expand. The term for the additional space shall terminate on the termination date of this Lease.

(c) The Annual Base Rent for the additional space shall be equal to the square footage rent (then) being paid by the Lessee.

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(d) If the Lessee exercises this option, the parties shall enter into a written agreement, modifying the Lease. Such modification shall reflect and be governed by the terms of the Lease, with appropriate adjustments for the additional rentable area.

(e) If Lessee exercises its right to lease additional space, it shall pay all costs and expenses related to Lessor's relocation.

**29. WAIVER OF JURY TRIAL.**

(a) Lessor and Lessee hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

**30. HAZARDOUS SUBSTANCE.**

(a) Definitions. As used in this section, the term "Environmental Law(s)" shall mean all federal, state and local laws, statutes, codes, ordinances regulations, rules or other requirements (including, but not limited to, consent decrees and judicial or administrative orders), relating to the protection of human health or safety or the environment, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") as amended (42 U.S.C. Section 9601 9675); the Resource Conservation and Recovery Act, as amended ("RCRA") (42 U.S.C. Section 6901, et seq.); the Clean Water Act, as amended (33 U.S.C. Section 1251, et seq.); the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.); the Toxic Substance and Control Act ("TSCA"), as amended (15 U.S.C. Section 2601, et seq.); and all laws applicable to the storage, treatment, disposal, handling and release of any Hazardous Substance.

"Hazardous Substance" shall be any material, substance, waste or constituent as defined or regulated under CERCLA, 42 U.S.C. §9601 et seq. RCRA, 42 U.S.C. §6901 et seq., the Clean Water Act, 42 U.S.C. §1251 et seq., TSCA, 15 U.S.C. §2601 or the laws of the state wherein the Demised Premises are located, as amended from time to time, expressly including petroleum substances, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel.

(b) Responsibility for Compliance with Environmental Laws. At Lessee's expense, Lessee's activities on the Demised Premises shall materially comply with all applicable Environmental Laws.

(c) (i) During or after the Lease Term, Lessor shall indemnify Lessee against and hold Lessee harmless of any and all loss, liability, cost, fine, penalty or expense, including reasonable attorneys' fees, arising out of or incurred in connection with any removal, remediation, abatement, response, containment, closure, restoration, monitoring, corrective action or other actions, including all claims of governmental agencies and other third parties, whether or not such claims are ultimately defeated, matured or unmatured,

foreseeable or unforeseeable, and including claims for indemnification by such parties, arising out of or related to the use or ownership of the Demised Premises on or prior to the Commencement Date of this Lease.

(ii) Lessee shall indemnify Lessor against and hold Lessor harmless of and from any and all loss, liability, cost, fine, penalty or expense, including reasonable attorneys' and consultants' fees, arising out of or incurred in connection with any removal, remediation, abatement, response, containment, closure, restoration, monitoring, corrective action or other actions relating to any Environmental Law, including all claims of governmental agencies and other third parties, whether or not such claims are ultimately defeated, matured or unmatured, foreseeable or unforeseeable, and including claims for indemnification by such parties, arising out of or related to any occurrence or condition at the Demised Premises arising after the Commencement Date of this Lease caused by Lessee and which are not required to be remedied by Lessor as provided in section 30(c) hereof.

**31. MISCELLANEOUS.**

The parties further expressly agree as follows:

(a) The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Lessor and Lessee, their successors and assigns, except as otherwise provided herein.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

(c) The acts or omissions of the servants and agents of Lessee and Lessor, and of all persons who are upon the Demised Premises during the term, or any extensions hereof, shall be construed to be the acts or omissions of such party.

(d) Time shall be construed to be of the essence hereof, wherever any act hereunder is required to be done at a certain time, or within a prescribed period of time.

(e) This Lease, and any amendments which the parties may execute hereto, sets forth all of the promises, agreements, conditions and understandings between Lessor and Lessee relative to the Demised Premises, and there are no other promises, agreements, conditions and understandings, either oral or written, between them.

(f) No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee, unless same has been reduced to writing and executed by Lessor and Lessee.

(g) This Lease is executed under and pursuant to the laws of the Commonwealth of Massachusetts.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT THAT THE RENT COMMENCEMENT DATE HAS NOT OCCURRED ON OR BEFORE MAY 1, 2014, TIME BEING OF THE ESSENCE, THIS LEASE SHALL BECOME NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT AND THE PARTIES SHALL HAVE NO OBLIGATIONS TO EACH OTHER. THE LESSOR SHALL, HOWEVER, BE ENTITLED TO RETAIN THE NON-REFUNDABLE DEPOSIT IN CONSIDERATION OF THE AGREEMENTS HEREIN CONTAINED.**

IN WITNESS WHEREOF, Lessor and Lessee have hereunto caused this Indenture of Lease to be executed the day and year above first written.

**LESSOR:**

**GREENFIELD ROAD, LLC**

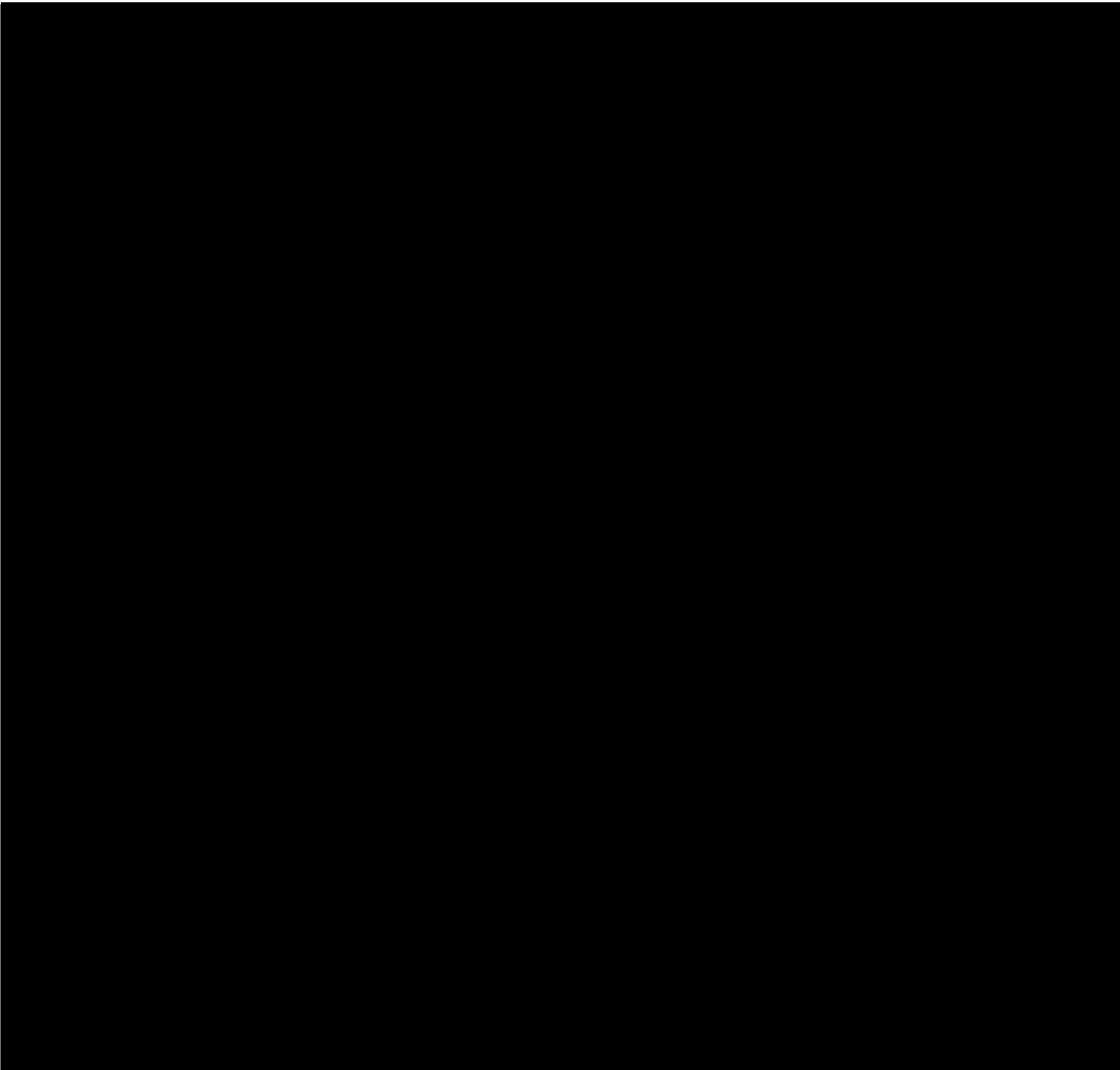
By: Mark Valone  
Mark Valone, its duly authorized Manager

**LESSEE:**

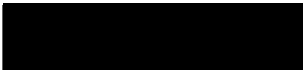
**JM FARM'S PATIENT GROUP, INC.**

By: Janet A. Sprague  
Its duly authorized

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

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

Corporation Name: JM Farm's Patient Group, Inc.                      Application # (if more than one): N/A

Physical Address	County	Type of Evidence Attached
10 Greenfield Road South Deerfield, MA 01373	Franklin	Lease



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**LEASE**

**LESSOR: GREENFIELD ROAD, LLC**

**LESSEE: JM FARM'S PATIENT GROUP, INC.**


**PREMISES: 15,000 SQUARE FEET LOCATED AT 10 GREENFIELD  
ROAD, SOUTH DEERFIELD, MA**

**EFFECTIVE  
DATE OF LEASE: NOVEMBER 1, 2013**


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**LEASE**

This Indenture (the "Lease") made effective this \_\_\_ day of November, 2013 by and between **GREENFIELD ROAD, LLC**, a Massachusetts limited liability company with a usual place of business at 10 Greenfield Road, South Deerfield Massachusetts 01373 ("Lessor") (which expression shall include Lessor's successors, representatives and assigns where the context so requires or admits), and **JM FARM'S PATIENT GROUP, INC.**, a Massachusetts corporation with a usual place of business at 207 River Rd., Whatley, Massachusetts 01093, ("Lessee") (which expression shall include Lessee's successors, representatives, and assigns where the context so requires or admits) (Lessor and Lessee collectively referred to herein as "Party" or "Parties").

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

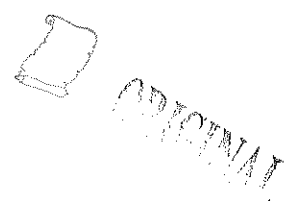
**1. TERM, OPTIONS AND DEMISED PREMISES.**

1.01 Lessor does hereby lease and let certain premises consisting of approximately 15,000 square feet of space (the "Demised Premises"), located in a building known as 10 Greenfield Road, South Deerfield, Massachusetts, situate on 12 acres of land (the "Entire Premises"). The Demised Premises are more fully described on Exhibit A. To have and to hold for a term commencing on the date hereof and terminating on March 1, 2021, provided Lessee does not renew the term as described herein.

**2. RENTALS.**

(a) Lessee agrees to pay an annual base rent of \$15 per square foot per annum (the "Annual Base Rent") with a 3% annual increase as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>
1	\$225,000.00
2	\$231,750.00
3	\$238,702.50
4	\$245,863.58
5	\$253,239.48
6	\$260,836.67
7	\$268,661.77
8	\$276,721.62
9	\$285,023.27
10	\$293,573.97
11	\$302,381.19

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Lessee shall have the option to expand the square feet of the Demised Premises by at least 15,000 square feet by following the requirements herein, with rent, at the same rate of Fifteen and 00/100 Dollars (\$15.00) per square feet and all other terms and conditions of the Lease to apply. Such option may only be exercised following 120 days notice from Lessee to Lessor of its intent to exercise such option.

(b) Lessee does promise to pay the aforesaid rent in equal successive monthly installments of 1/12<sup>th</sup> of the Annual Base Rent. Said rent to be payable on the first day of each and every month during the term of this Lease in advance. Proportional adjustment shall be given if the term of this Lease starts on a day other than the first day of a month. The first month's rent and the "non-refundable deposit" shall be payable upon execution of this Lease.

(c) Provided that Lessee is not in default under the terms of this Lease beyond any applicable notes and cure period, Lessor shall have 1 option to extend the term of this Lease for 1 additional four (4) year periods on the same terms and conditions as are contained herein with base rent to be paid as described above (increasing three percent (3%) annually). Lessee must exercise the aforesaid options, if at all, by providing Lessor with written notice, certified mail, return receipt requested, at least nine (9) months prior to the end of the term (then) in effect. Failure to exercise any option shall void the right to exercise any other option.

(d) Notwithstanding anything to the contrary contained herein, no rent or other charges hereunder shall be due or payable to Lessor until February 1, 2014 (the "Rent Commencement Date") or whatever day Lessee receives a permit to operate a registered marijuana dispensary ("RMD") at the Demised Premises (the "License"), whichever date is earlier; provided, however, in the event that the Lessee has not received the License on or before May 1, 2014 then this Lease shall be void and of no further force and effect and all obligations of the parties hereunder shall be released. Notwithstanding the foregoing, Lessor shall not be required to vacate the Demised Premises until the Lessee has been awarded the Lease.

(e) Prior to the Rent Commencement Date, the Lessee and its consultants may have reasonable access to the Demised Premises. Such access is not exclusive and no alterations may be made nor may any personal property be moved into the Demised Premises prior to the Rent Commencement Date.

(f) Upon execution of this Lease, the Lessee shall provide the Lessor, Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) as a non-refundable deposit for the purposes of executing and entering into this Lease. The Non-Refundable Deposit is fully earned by Lessor executing the within Lease. Notwithstanding anything agreed to by the Parties to the contrary, Lessor acknowledges and agrees that for the duration of this Lease, no other agreement of any kind is or will be entered into between Lessor, Mark Valone, or any

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affiliated entity of Lessor or Mark Valone and another RMD or marijuana related business at the Demised Premises or any other premises or property owned or in the control of Lessor, Mark Valone or any affiliated entity of Lessor or Mark Valone in Franklin County, Massachusetts, excluding property located in Greenfield, Massachusetts owned by Mark Valone or an entity controlled by him, where only after January 31, 2014 an agreement may be entered into with another party for marijuana cultivation, but not marijuana retail sales.

(g) Notwithstanding anything to contrary, Lessee's obligations hereunder (except as described in Paragraph f of this Section) shall be contingent upon Lessee's ability to obtain a RMD License for the Demised Premises and use the Demised Premises for the purposes described herein, including but not limited to receipt of all necessary easements, permits, zoning approvals, and regulatory approvals. Additionally, Lessee shall be permitted to cancel this Lease and owe no further obligations hereunder, effective upon providing written notice to Lessor, if (i) Lessee is unable to operate an RMD for a period of thirty (30) days or longer at the Demised Premises due to any state or local law, regulation, or order; or (ii) a change in federal enforcement priorities that makes the operation of Lessee's business at the location impractical.

### **3. USE.**

3.01 The Demised Premises are to be used solely as a place of business for the operation of a marijuana establishment as permitted under the applicable state or local law and upon written approval from Lessor for any other lawful purpose, which approval shall not be unreasonably withheld or delayed.

### **4. LESSEE'S RESPONSIBILITY FOR LESSOR'S OPERATING COSTS AND EXPENSES.**

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(a) This Lease is intended to be a so-called "triple net lease". Lessee shall pay to Lessor, in addition to the Annual Base Rent and other payments to be paid hereunder, as Additional Rent, a pro rata share of all the Lessor's costs and expenses paid or incurred by Lessor in operating, repairing, maintaining and managing the Lessor's Building ("Lessor's Operating Costs and Expenses"). Lessor's Operating Costs and Expenses shall include, but not be limited to: landscaping, water and sewer charges, property management not to exceed five percent (5.00%) of Annual Base Rent, electric power and lighting, heating and cooling of common areas, repairs, maintenance, building and liability insurance, cleaning of the common areas, snow and maintenance (including repaving) of all the paved areas of roadways and parking lots.

(b) Lessee's pro rata share of Lessor's Operating Costs and Expenses shall be computed by multiplying the whole of said costs and expenses by a fraction, the numerator of which is the total square footage of floor area of the Demised Premises (180,000) and the denominator of which is the total square footage of floor area in the Lessor's Building (15,000); said share presently being eight and thirty three one hundredths percent (8.33%).

(c) Lessee agrees to pay Lessor monthly one-twelfth ( $1/12^{\text{th}}$ ) of Lessee's share of Lessor's Operating Costs and Expenses as estimated by Lessor's good faith judgment within ten (10) days after Lessee's receipt of a monthly bill from Lessor. However, if Lessee does not receive a monthly bill from Lessor by the first day of the calendar month, then Lessee shall continue to pay the same monthly installment of Rent (including Annual Base Rent plus Lessee's share of Lessor's Operating Costs and Expenses). A final adjustment will be made as soon as Lessee's actual share has been determined by Lessor. Lessor shall endeavor to determine such final adjustment within three (3) months after the close of the lease year for which such adjustment is being made and shall deliver a statement of same to Lessee. If there was an overpayment by Lessee, then Lessor shall refund such overpayment provided Lessee is current with respect to all of its rent obligations. If there has been an underpayment by Lessee, then Lessee shall pay such additional amount owed within fifteen (15) days after receipt of the statement from Lessor. Lessee's share shall be collectable as Additional Rent hereunder.

##### **5. PAYMENT BY LESSEE FOR REAL ESTATE TAXES.**

(a) In addition to the Annual Base Rent to be paid by the Lessee, the Lessee shall also pay to the Lessor a pro rata share, allocated as below set forth, of the real estate taxes levied on the Entire Premises (and land) in each year. The term "real estate tax" or like term as used herein shall include "betterment assessments."

(b) The proportionate share of the taxes payable by the Lessee shall be computed by multiplying the whole of said taxes by a fraction, the numerator of which is the total square footage of floor area of the Demised Premises (15,000) and the denominator of which is the total square footage of floor area in Lessor's Building (180,000); said share presently being fifteen and eight and thirty three one hundredths percent (8.33%).

(c) Lessee shall pay to Lessor its share four (4) times each year within ten (10) days after Lessee's receipt of a copy of the real estate tax bill from the Town of South Deerfield and Lessor's calculation of Lessee's pro rata share of the real estate taxes. However, if Lessor so elects, Lessee agrees to pay monthly, at the time and place the regular Rent is payable, one-twelfth (1/12<sup>th</sup>) of Lessee's share of such taxes as estimated by Lessor's good faith judgment, with a final adjustment to be made as soon as Lessee's actual share has been determined by Lessor. Such final adjustment shall be determined by Lessor within three months after the close of the lease year for which such adjustment is being made. If there was an overpayment by Lessee, then Lessor shall refund such overpayment provided Lessee is current with respect to all of its Rent obligations. If there has been an underpayment by the Lessee, then Lessee shall pay such additional amount owed within fifteen (15) days after receipt of a bill for the same from Lessor. Lessee's share shall be collectable as Additional Rent hereunder.

(d) Lessee's share of the taxes shall be adjusted on a prorated basis with respect to the first and/or last years of the Term hereof in the event that the first and/or last years of said Term shall not coincide with the tax year.

(e) The foregoing provisions of this Clause are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals or other taxes shall be substituted, in whole or in part, for the present ad valorem real estate taxes, the Lessee's percentage share of taxes (as set forth above) shall be based upon such taxes on rentals or other taxes to the extent to which the same shall be a substitute for the present ad valorem real estate taxes.

## **6. UTILITIES AND SERVICES.**

(a) Lessee agrees to pay as they become due all charges for electricity, gas, water, sewer usage, telephone, and other utilities furnished to the Demised Premises and used by Lessee. Lessee at its sole expense will separately meter all utilities directly to the Demised Premises within thirty (30) days of the execution of this Lease.

## **7. REPAIRS AND MAINTENANCE.**

(a) Lessee covenants that it shall throughout the term of this Lease, at its own cost and expense, put, keep and maintain the Demised Premises in good, substantial and sufficient condition, repair and order both inside and outside, ordinary and extraordinary; structural and non-structural, and the yards, areas, railings, fences, sidewalks, thereon or adjoining or in front of the Demised Premises and all connections with the street, steam, water, electric, gas mains and sewers and the air conditioning apparatus, boilers and machinery and such other fixtures used in connection with the operation of the buildings on the Demised Premises including any and all improvements and replacements made by Lessee. Lessee shall indemnify and save Lessor harmless from and against any and all costs, expenses, claims, losses, damages, fines or penalties, including reasonable counsel fees, because of or due to Lessee's failure to comply with the foregoing, and Lessee shall not call

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upon Lessor for any disbursement or outlay of money whatsoever, and hereby expressly releases and discharges Lessor of and from any liability or responsibility whatsoever in connection therewith.

(b) Lessee covenants to keep the Demised Premises free from rubbish and containers and the sidewalks and parking areas free from snow, ice and debris.

(c) Lessee further covenants and agrees with Lessor that it will keep all the glass on the Demised Premises whole and in good condition with glass of the same quality as that broken or injured; and will keep the Demised Premises in as good order and repair as the same are in at the commencement of the term or may be put in by Lessor, reasonable use and wearing thereof, fire and other unavoidable insured casualty excepted; except as provided herein, that it will save Lessor harmless from all loss or damage occasioned by the use or misuse of water fixtures, plumbing drains and gas fixtures, boilers and steam vessels (except such as is caused by Lessor or its agents).

(d) Lessee agrees not to injure, overload, deface or otherwise harm the Demised Premises; nor commit any nuisance; nor make any use of the Demised Premises which is improper, offensive or contrary to any state or local law, regulation, bylaw or ordinance Lessee agrees not to make, allow or suffer any waste; nor to dump, flush, or in any way introduce any hazardous material or oil into the septic, sewage or other waste disposal system serving the Demised Premises; nor, except for uses which are lawfully permitted under state law for marijuana businesses to generate, store, use or dispose of hazardous material or oil in or on the Demised Premises, or dispose of hazardous material or oil from the Demised Premises to any other location, or commit or suffer to be committed in or on the Demised Premises any act which would require the filing of official notice pursuant to applicable law, without the prior written consent of Lessor and then only in compliance with any and all Federal, state and local laws and ordinances regulating such activity. "Hazardous material and oil" as used in this Section, shall have the same meanings as defined and used in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq; ("CERCLA") and M.G.L. c.21E et sequi, as the same may be amended from time to time.

## **8. ALTERATIONS BY LESSEE.**

(a) Lessee shall have the right to make changes or alterations to the building located on the Demised Premises, with prior written approval of Lessor, provided, however, that any such changes or alterations shall be made in all cases subject to the following conditions which Lessee agrees to observe and perform:

(i) No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the buildings located on the Demised Premises.

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(ii) No changes or alterations shall be undertaken until Lessee shall have procured and paid for all required municipal and governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

(iii) All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and Lessee shall procure certificates of occupancy and other certificates if required by applicable state and local law, regulation, ordinance, or bylaw..

(iv) At all times when any change or alteration is in progress, there shall be maintained, at Lessee's expense, workmen's compensation insurance in accordance with law covering all persons employed in connection with the change or alteration, and general liability insurance for the mutual benefit of Lessee and Lessor expressly covering the additional hazards due to the change or alteration.

(v) Lessee shall pay for all work and materials within a reasonable time and shall see to it that no materialmen's liens are filed against the Demised Premises.

(vi) All structural installations to the Demised Premises shall become the property of Lessor and shall not be removed by Lessee at the expiration or sooner termination of this Lease.

## 9. INSURANCE REQUIREMENTS.

(a) Lessee agrees to carry public liability insurance written on a Comprehensive policy form on the Demised Premises in the sum of Two Million (\$2,000,000) Dollars combined single limit bodily injury and property damage coverage, and to name Lessor and its mortgagees as a named insured on such policies. Endorsements and/or Certificates of Insurance showing such coverage and naming Lessor and its mortgagees as an insured shall be forwarded to Lessor prior to the commencement of this term, and within thirty (30) days prior to the expiration date of said policies. All of said policies shall contain a clause requiring the insurer to give Lessor and its mortgagees thirty (30) days written notice prior to cancellation.

(b) Lessee agrees to pay to Lessor, as Additional Rent hereunder, its Pro Rata Share (as hereinafter defined) of such all-risk insurance. Lessee's payment shall be made within thirty (30) days from receipt of an invoice from Lessor for the cost of such insurance.

(c) Fire Insurance. Lessor agrees to maintain with respect to the Demised Premises and the Building of which it is a part, fire insurance with "special coverage" or "all risk" endorsements including flood and earthquake and change in building code coverage endorsements in an amount not less than the full replacement value thereof and in an amount

sufficient to avoid any co-insurance penalty. For the purposes of this section, the Demised Premises shall be deemed to include, without limitation, improvements to the realty which may, from time to time, be made (whether by Lessee or others), such as painting, light fixtures, floor coverings, partitions, and signs to the extent the same are customarily insurable as a part of the realty and may be covered by Lessor's fire insurance. Such fire insurance policy shall also provide rent insurance for a twelve (12) month period in an amount equal to one (1) year's Base Rent and Additional Rent (as hereinafter defined) payable under this Lease.

(d) Lessee shall pay to Lessor, as Additional Rent hereunder, its Pro Rata Share of the cost of fire, extended coverage, rental value and public liability insurance, which costs shall be billed to Lessee as part of the Operating Costs as provided in Section 4 herein.

## 10. INDEMNITY.

(a) Lessee shall hold Lessor harmless against any and all claims, damages or cause of action for damages arising after the commencement of the term hereof and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the Entire Premises and the buildings and improvements thereon, or in or upon the sidewalks, or streets in front of or appurtenant thereto by any person or persons. It is the intention and agreement that Lessor shall not be liable for any personal injuries or damage to Lessee or its officers, agents, employees, invitees and all persons having business with Lessee, or to any other persons or to any occupant of any part of the Entire Premises, or for any injury or damage to any goods, wares, merchandise or property of Lessee or of any occupant of any part of the said Entire Premises, irrespective of how the same may be caused, whether from action of the elements or acts of negligence of the owner or occupants of the adjacent properties, excepting however, the negligence of Lessor.

(b) Lessee shall and will indemnify and save harmless Lessor of and from any and all liability, loss, damage or expense, causes of action, suits, claims and judgment, including reasonable legal expenses in connection with defending against any such action, suit or claim arising from injury to persons or property of any and every nature and for any matter or thing growing out of the use and/or occupation of the Demised Premises by Lessee, or any part thereof caused by Lessee, its agents, employees, assigns or occupants of any part of the Entire Premises, or by their agents, or employees, respectively, or which may be occasioned by any person or thing whatsoever at any time during the term of this Lease.

(c) All of Lessee's obligations under this Lease shall be secured with a security interest in all of Lessee's tangible and intangible personal property as permitted by the applicable state law and regulations. This security interest shall only be junior to the Lessee's lenders, whose secured indebtedness is not in excess of \$500,000.00. The form of Security Agreement is attached hereto as Exhibit B.

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## 11. SUBORDINATION.

(a) This Lease and all of the rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages hereinafter placed on the Demised Premises or any part thereof, except Lessee's personal property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages (all of which are hereinafter termed the mortgage or mortgages) provided, nevertheless, each or all of such mortgages shall contain a provision to the effect that so long as Lessee is not in default under this Lease, or any renewal thereof no foreclosure of the lien of said mortgage or any other proceeding in respect thereof shall divest, impair, modify, abrogate or otherwise adversely affect any interests or rights whatsoever of Lessee under the said Lease.

Such subordination shall be automatic, provided that Lessee receives the Non-Disturbance Agreement referred to herein without the execution of any further subordination agreement by Lessee. If, however, a written subordination agreement, consistent with this provision and in a form reasonably acceptable to Lessee, is required by a mortgagee, Lessee agrees to execute, acknowledge and deliver the same within twenty (20) days after receipt.

(b) If Lessee is given the name and address of any Mortgagee, then Lessee agrees to give any Mortgagees, by Certified Mail, a copy of any Notice of Default served upon Lessor, provided that prior to such notice Lessee has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the address of such Mortgagees. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided for in this Lease, then the Mortgagees shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, any Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

(c) Lessee shall attorn to any foreclosing first mortgagee, purchaser at a foreclosure sale or purchase by deed in lieu of foreclosure, but no such mortgagee or purchaser shall be (a) liable for any act or omission of Lessor, (b) bound by any payment of rent, additional rent or other charge made more than thirty (30) days in advance of the due date thereof, or (c) bound by any assignment, surrender, termination, cancellation, amendment or modification of this Lease (other than amendments or modifications which do not affect the rent or term of this Lease) made without the express written consent of such mortgagee or purchaser except for such termination described in Section 1 hereof. .

## 12. YIELDING UP.

(a) Lessee agrees to quit and deliver up the Demised Premises to Lessor or its

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representatives peaceably and quietly at the end of said term or extensions hereof, free and clear of all Lessee's personal property and equipment; that it will not make or suffer any waste, or any unlawful (under Massachusetts law) improper, noisy or offensive use of the Demised Premises.

**13. ASSIGNMENT AND SUBLETTING.**

(a) Lessee will not assign this Lease, in whole or in part, nor sublet all of the Demised Premises, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed. This prohibition includes, without limitation, (i) any subletting or assignment which would otherwise occur by operation of law; or (ii) an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings. Consent by Lessor to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting and shall not release Lessee from liability for the failure of performance of the terms of this Lease.

(b) The acceptance by Lessor of the payment of rental following any assignment or other transfer prohibited by this clause shall not be deemed to be a consent by Lessor to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Lessor hereunder.

**14. FIRE AND OTHER CASUALTY.**

In the event the Demised Premises or any part thereof during said term or extension thereof shall be destroyed or damaged by fire or other unavoidable casualties so that the same shall be rendered unfit for the conduct of a marijuana dispensary, then and in such case the rent hereinabove reserved or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated, until the said Demised Premises shall have been put in proper condition for use and occupation by Lessor at Lessor's cost and expense. Lessee shall be responsible for replacing its furnishings, stock, trade fixtures, and personal property.

(b) Lessor agrees that on or before sixty (60) days after the occurrence of such damage or destruction or such additional reasonable time for Lessor, by the exercise of due diligence, to obtain permits and settle insurance claims, it shall commence to repair and restore the Demised Premises to their condition prior to such damage or destruction. Lessor shall diligently complete the work of repair and restoration in a good and workmanlike manner so that all work shall be completed within ninety (90) days after the date that it was commenced.

Lessor shall restore improvements to the Demised Premises if they are of a type as are normally included in Lessor's fire insurance. Lessor shall, however, have no obligation to repair or restore any of Lessee's fixtures or equipment. In the event that Lessor

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does not commence the restoration work within the sixty (60) day period (or such additional reasonable time period as aforesaid), then Lessee shall have the option to terminate the within Lease by notice to Lessor and such termination shall be effective thirty (30) days after same has been sent. Lessor shall be granted reasonable delays due to causes beyond its control in completing and/or commencing said restoration and/or repairs.

(c) Notwithstanding anything contained herein to the contrary, Lessor and Lessee shall each have the right to terminate the within Lease if the Demised Premises are destroyed or damaged by fire or other casualty to the extent of at least fifty (50%) percent during the term hereunder. Each party's termination notice shall take effect thirty (30) days after mailing thereof.

If the within Lease is not terminated for any of the above reasons, then Lessor shall diligently commence making repairs so that Lessee may once again use and enjoy the Demised Premises. Rent shall commence upon a new occupancy permit being issued.

#### **15. NOTICES.**

(a) All notices required to be given hereunder shall be mailed by certified mail, return receipt requested, to Lessor at 10 Greenfield Road, South Deerfield, Massachusetts 01373 and Lessee at 207 River Rd., Whatley, Massachusetts 01093, with a copy to Peter W. Shrair, Esq., Cooley, Shrair P.C., 1380 Main Street, Springfield, Massachusetts 01103-1644, and Vicente Sederberg LLC, 60 Kendrick Street, Needham MA 02494 or at such other place as either party may designate in writing to the other.

#### **16. EMINENT DOMAIN.**

(a) If after the execution and before the expiration of the term of this Lease, the entire Demised Premises shall be taken by right of eminent domain for any street or other public use, or damaged or destroyed by the action of any public or quasi-public authority having jurisdiction then this Lease shall terminate and rent shall be apportioned and adjusted as of the date of termination.

(b) In case a part of the Demised Premises herein demised shall be so taken by such right of eminent domain or such action as aforesaid, and Lessor elects to rebuild and/or restore the same then this Lease and the said term shall continue in full force and effect without any reduction in the rent reserved in the Lease.

(i) Notwithstanding the foregoing, if by such taking the area of the Demised Premises shall be reduced by twenty (20%) percent or more either party may terminate this Lease by giving Lessee thirty (30) days written notice to this effect.

(ii) If this Lease shall not be terminated pursuant to the provisions of Section 16.00(a) of this Lease, or if only a portion of the Demised Premises shall be taken

which shall not entitle either party to terminate this Lease pursuant to the provisions of Section 16.00(b), Lessor shall, within a reasonable time period, make all changes, repairs, and additions that may be necessary by reason of such partial taking or cause Lessee to make same.

(c) Lessor reserves to itself, and Lessee assigns to Lessor, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be reasonably required by Lessor and to join in any petition for recovery of damages (without cost to Lessee) if requested by Lessor, and to turn over to Lessor any damages that may be recovered in any such proceeding. It is agreed and understood, however, that Lessor does not reserve to itself, and Lessee does not assign to Lessor, any portion of the award allocable to movable trade fixtures, equipment, personal property, and signs installed by Lessee as well as Lessee's loss of its leasehold interest and relocation expenses.

## 17. DEFAULTS.

(a) Lessor may terminate this lease: (i) if Annual Base Rent or Additional Rent is not paid within five (5) days after same is due; or (ii) if Lessee shall have failed to cure a default in the performance of any covenant of this lease (except the payment of rent), or any rule or regulation hereinafter set forth, within thirty (30) days after written notice thereof from Lessor, or if default cannot be completely cured in such time, if Lessee shall not promptly proceed to cure such default within said thirty (30) days, or shall not complete the curing of such default with due diligence; or (iii) if a petition in bankruptcy shall be filed by or against Lessee or if Lessee shall make a general assignment for the benefit of creditors, or receive the benefit of any insolvency or reorganization act; or (iv) if a receiver or trustee is appointed for any portion of Lessee's property and such appointment is not vacated within thirty (30) days; or (v) if an execution or attachment shall be issued under which the Demised Premises shall be taken or occupied by anyone other than Lessee.

(b) If Lessor shall re-enter the Demised Premises on the default of Lessee, by summary proceedings or otherwise: (i) Lessee shall pay Lessor any deficiency between the rent hereby reserved and the net amount of any rents collected by Lessor for the remaining term of this lease, through any re-letting. Such deficiency shall become due and payable monthly, as it is determined. Lessor may deduct all reasonable expenses incurred in obtaining possession or re-letting the Demised Premises, including legal expenses, attorneys' fees and brokerage fees; (ii) Lessor shall recover as liquidated damages, in addition to accrued rent and other charges, if Lessor's re-entry is the result of Lessee's bankruptcy, insolvency or reorganization, the full rental for the maximum period allowed by any act relating to bankruptcy, insolvency or reorganization; (iii) If Lessor re-enters the Demised Premises due to Lessee's default any property left in the Demised Premises by Lessee shall be deemed to have been abandoned by Lessee, and Lessor shall have the right to retain or dispose of such property in any manner without any obligation to account therefor to Lessee.

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(c) In addition to the above, Lessee shall be liable for the payment of all costs of collection of rent and all other expenses necessary to enforce Lessee's covenants hereunder including reasonable attorney's fees.

**18. COMPLIANCE WITH LAWS.**

(a) Lessee further agrees to comply with all laws of the Commonwealth of Massachusetts all ordinances of the Town of South Deerfield and all lawful orders of the Commission, Board or Authority of the Town of South Deerfield respecting the use of the Demised Premises

**19. QUIET ENJOYMENT.**

(a) Lessor covenants and agrees with Lessee that upon Lessee paying said rent and performing all the covenants and conditions aforesaid on Lessee's part to be observed and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Demised Premises hereby demised for the term aforesaid. It is understood however, that Lessor's liabilities under this clause shall be only for the period during which it shall be the owner of the Demised Premises.

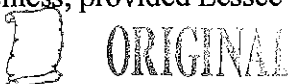
(b) The term "Lessor", as used in this Lease, means only the owner for the time being of the Demised Premises, so that, in the event of any sale of said Demised Premises, Lessor shall be and hereby is entirely freed and relieved of all liabilities and obligations of Lessor hereunder which accrue from or after the date of such sale, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Demised Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Lessor hereunder from and after such date. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the monetary liability of any Lessor hereunder shall be limited to the equity of Lessor in the Demised Premises in the event of breach by Lessor, as the case may be, of any of the terms, covenants and conditions of this Lease to be performed by Lessor. In furtherance of the foregoing Lessee hereby agrees that any judgment it may obtain against Lessor as a result of a breach of any of the terms, covenants or conditions hereof by Lessor shall be enforceable solely against Lessor's fee interest in the Demised Premises.

**20. NET LEASE.**

(a) This is a "net" Lease and Lessor shall not be required to provide any services or do any act in connection with the Demised Premises except as specifically provided herein.

**21. SIGNS.**

(a) Lessee shall have the privilege of placing on the Demised Premises such signs as it deems necessary and proper in the conduct of its business, provided Lessee pays

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all permit and license fees which may be required to be paid for the erection and maintenance of any and all such signs, provided such signs are legally permitted to be installed. Lessee agrees to exonerate, save harmless, protect and indemnify Lessor from, and against any and all losses, damages, claims, suits or actions for any damage or injury to the person or property caused by the erection and maintenance of such signs or parts thereof, and insurance coverage for such signs shall be included in the public liability policy which Lessee is required to furnish hereunder.

**22. LESSOR'S ENTRY.**

(a) Lessor and its representatives shall have the right (but not the obligation) to enter into and upon the Demised Premises or any part thereof during business hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof only as permitted by applicable state and local laws, regulations, ordinances, or bylaws which right to make repairs or alterations shall, however, be subject and subordinate to each and every provision contained in this agreement applicable to repairs or alterations, and Lessor agrees that except for emergencies, Lessor will give Lessee ten (10) days notice before making any repairs upon the Demised Premises. Lessee affirmatively covenants to make all repairs and replacements to the Demised Premises during the term of this Lease as set forth in Section 7 herein. In the event that Lessee fails to make such repairs and replacements, and Lessor elects to do so (which it is under no obligation to do), then the cost of same shall be paid by Lessee to Lessor, upon demand, as additional rental hereunder.

**23. SEVERABILITY.**

(a) If any term or provision of this Lease, or the application thereof, to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provisions which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**24. ESTOPPEL CERTIFICATES.**

(a) At any time and from time to time, within ten (10) days after either party shall request the same the other party will execute, acknowledge and deliver to the requesting party and to such mortgagee or other party as may be designated by such requesting party, a certificate in an acceptable form with respect to the matters required by such party and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by such party. In the event that such party fails to provide such certificate within twenty (20) days after request therefor, such party shall be deemed to have approved the contents of any such certificate submitted to it and the requesting party is hereby authorized to so certify.

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**25. NOTICE OF LEASE.**

(a) The parties hereby agree that each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by Lessee. In the event of termination of this Lease, within thirty (30) days after written request from Lessor, Lessee agrees to execute, acknowledge and deliver to Lessor an agreement removing such short form of lease from record. If Lessee fails to execute such agreement within said thirty (30) day period or fails to notify Lessor within said thirty (30) day period of its reasons for refusing to execute such agreement, Lessor is hereby authorized to execute and record such agreement removing the short form of lease from record. This provision shall survive any termination of this Lease. The parties agree that this Lease shall not be recorded.

**26. BROKER'S COMMISSION.**

(a) Excluding a brokerage fee due to CBRE/New England to be paid by Lessor, each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any breach of the representation by such breaching party including, without limitation, the cost of counsel fees in connection therewith.

**27. NO OPTION.**

(a) The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

**28. EXPANSION OPTION.**

The Lessee shall have the option to lease additional square feet of rentable space by giving written notice to the Lessor on or before July 1, of each calendar year, certified mail, return receipt requested. Lessor shall designate such additional space, and will use reasonable efforts to provide it, adjacent to the Demised Premises. This option to expand is given upon the following terms and conditions:

(a) No default shall have occurred under the Lease and be continuing.

(b) The term for the additional space shall commence on January 1, next following the notice date or on such earlier date as Lessor is able to vacate that portion of the premises to which the Lessee wishes to expand. The term for the additional space shall terminate on the termination date of this Lease.

(c) The Annual Base Rent for the additional space shall be equal to the square footage rent (then) being paid by the Lessee.

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(d) If the Lessee exercises this option, the parties shall enter into a written agreement, modifying the Lease. Such modification shall reflect and be governed by the terms of the Lease, with appropriate adjustments for the additional rentable area.

(e) If Lessee exercises its right to lease additional space, it shall pay all costs and expenses related to Lessor's relocation.

**29. WAIVER OF JURY TRIAL.**

(a) Lessor and Lessee hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

**30. HAZARDOUS SUBSTANCE.**

(a) Definitions. As used in this section, the term "Environmental Law(s)" shall mean all federal, state and local laws, statutes, codes, ordinances regulations, rules or other requirements (including, but not limited to, consent decrees and judicial or administrative orders), relating to the protection of human health or safety or the environment, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") as amended (42 U.S.C. Section 9601 9675); the Resource Conservation and Recovery Act, as amended ("RCRA") (42 U.S.C. Section 6901, et seq.); the Clean Water Act, as amended (33 U.S.C. Section 1251, et seq.); the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.); the Toxic Substance and Control Act ("TSCA"), as amended (15 U.S.C. Section 2601, et seq.); and all laws applicable to the storage, treatment, disposal, handling and release of any Hazardous Substance.

"Hazardous Substance" shall be any material, substance, waste or constituent as defined or regulated under CERCLA, 42 U.S.C. §9601 et seq. RCRA, 42 U.S.C. §6901 et seq., the Clean Water Act, 42 U.S.C. §1251 et seq., TSCA, 15 U.S.C. §2601 or the laws of the state wherein the Demised Premises are located, as amended from time to time, expressly including petroleum substances, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel.

(b) Responsibility for Compliance with Environmental Laws. At Lessee's expense, Lessee's activities on the Demised Premises shall materially comply with all applicable Environmental Laws.

(c) (i) During or after the Lease Term, Lessor shall indemnify Lessee against and hold Lessee harmless of any and all loss, liability, cost, fine, penalty or expense, including reasonable attorneys' fees, arising out of or incurred in connection with any removal, remediation, abatement, response, containment, closure, restoration, monitoring, corrective action or other actions, including all claims of governmental agencies and other third parties, whether or not such claims are ultimately defeated, matured or unmatured,

foreseeable or unforeseeable, and including claims for indemnification by such parties, arising out of or related to the use or ownership of the Demised Premises on or prior to the Commencement Date of this Lease.

(ii) Lessee shall indemnify Lessor against and hold Lessor harmless of and from any and all loss, liability, cost, fine, penalty or expense, including reasonable attorneys' and consultants' fees, arising out of or incurred in connection with any removal, remediation, abatement, response, containment, closure, restoration, monitoring, corrective action or other actions relating to any Environmental Law, including all claims of governmental agencies and other third parties, whether or not such claims are ultimately defeated, matured or unmatured, foreseeable or unforeseeable, and including claims for indemnification by such parties, arising out of or related to any occurrence or condition at the Demised Premises arising after the Commencement Date of this Lease caused by Lessee and which are not required to be remedied by Lessor as provided in section 30(c) hereof.

**31. MISCELLANEOUS.**

The parties further expressly agree as follows:

(a) The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Lessor and Lessee, their successors and assigns, except as otherwise provided herein.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

(c) The acts or omissions of the servants and agents of Lessee and Lessor, and of all persons who are upon the Demised Premises during the term, or any extensions hereof, shall be construed to be the acts or omissions of such party.

(d) Time shall be construed to be of the essence hereof, wherever any act hereunder is required to be done at a certain time, or within a prescribed period of time.

(e) This Lease, and any amendments which the parties may execute hereto, sets forth all of the promises, agreements, conditions and understandings between Lessor and Lessee relative to the Demised Premises, and there are no other promises, agreements, conditions and understandings, either oral or written, between them.

(f) No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee, unless same has been reduced to writing and executed by Lessor and Lessee.

(g) This Lease is executed under and pursuant to the laws of the Commonwealth of Massachusetts.

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**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT THAT THE RENT COMMENCEMENT DATE HAS NOT OCCURRED ON OR BEFORE MAY 1, 2014, TIME BEING OF THE ESSENCE, THIS LEASE SHALL BECOME NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT AND THE PARTIES SHALL HAVE NO OBLIGATIONS TO EACH OTHER. THE LESSOR SHALL, HOWEVER, BE ENTITLED TO RETAIN THE NON-REFUNDABLE DEPOSIT IN CONSIDERATION OF THE AGREEMENTS HEREIN CONTAINED.**

IN WITNESS WHEREOF, Lessor and Lessee have hereunto caused this Indenture of Lease to be executed the day and year above first written.

**LESSOR:**

**GREENFIELD ROAD, LLC**

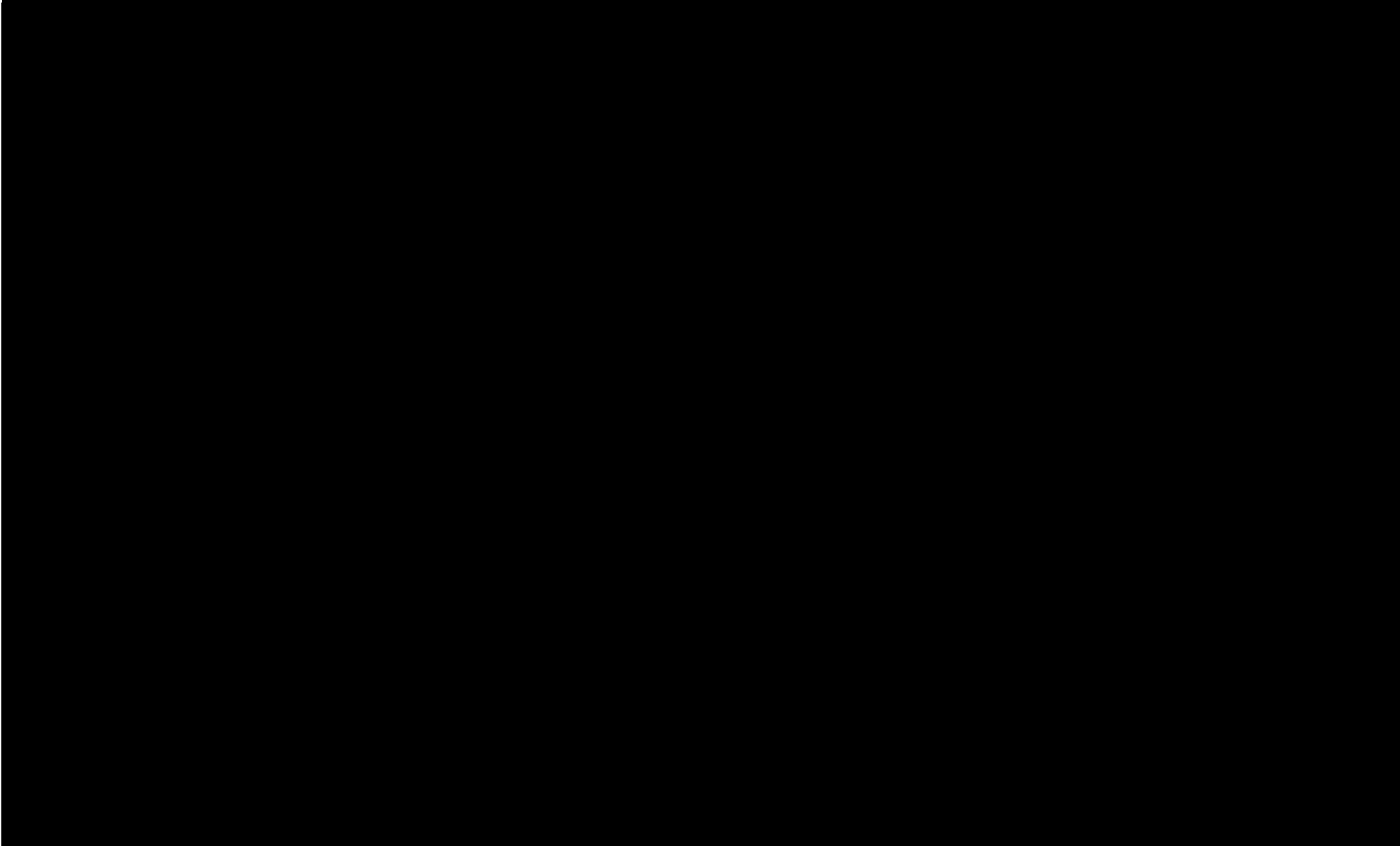
By: Mark Valone  
Mark Valone, its duly authorized Manager

**LESSEE:**

**JM FARM'S PATIENT GROUP, INC.**

By: Justin A. Sprague  
Its duly authorized

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

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

Corporation Name: JM Farm's Patient Group, Inc.

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

Physical Address	County	Type of Evidence Attached
10 Greenfield Road South Deerfield, MA 01373	Franklin	Lease



**ORIGINAL**

**LEASE**

**LESSOR: GREENFIELD ROAD, LLC**

**LESSEE: JM FARM'S PATIENT GROUP, INC.**

**PREMISES: 15,000 SQUARE FEET LOCATED AT 10 GREENFIELD ROAD, SOUTH DEERFIELD, MA**

**EFFECTIVE DATE OF LEASE: NOVEMBER 1, 2013**

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**LEASE**

This Indenture (the "Lease") made effective this \_\_\_ day of November, 2013 by and between **GREENFIELD ROAD, LLC**, a Massachusetts limited liability company with a usual place of business at 10 Greenfield Road, South Deerfield Massachusetts 01373 ("Lessor") (which expression shall include Lessor's successors, representatives and assigns where the context so requires or admits), and **JM FARM'S PATIENT GROUP, INC.**, a Massachusetts corporation with a usual place of business at 207 River Rd., Whatley, Massachusetts 01093, ("Lessee") (which expression shall include Lessee's successors, representatives, and assigns where the context so requires or admits) (Lessor and Lessee collectively referred to herein as "Party" or "Parties").

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

**1. TERM, OPTIONS AND DEMISED PREMISES.**

1.01 Lessor does hereby lease and let certain premises consisting of approximately 15,000 square feet of space (the "Demised Premises"), located in a building known as 10 Greenfield Road, South Deerfield, Massachusetts, situate on 12 acres of land (the "Entire Premises"). The Demised Premises are more fully described on Exhibit A. To have and to hold for a term commencing on the date hereof and terminating on March 1, 2021, provided Lessee does not renew the term as described herein.

**2. RENTALS.**

(a) Lessee agrees to pay an annual base rent of \$15 per square foot per annum (the "Annual Base Rent") with a 3% annual increase as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>
1	\$225,000.00
2	\$231,750.00
3	\$238,702.50
4	\$245,863.58
5	\$253,239.48
6	\$260,836.67
7	\$268,661.77
8	\$276,721.62
9	\$285,023.27
10	\$293,573.97
11	\$302,381.19

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Lessee shall have the option to expand the square feet of the Demised Premises by at least 15,000 square feet by following the requirements herein, with rent, at the same rate of Fifteen and 00/100 Dollars (\$15.00) per square feet and all other terms and conditions of the Lease to apply. Such option may only be exercised following 120 days notice from Lessee to Lessor of its intent to exercise such option.

(b) Lessee does promise to pay the aforesaid rent in equal successive monthly installments of 1/12<sup>th</sup> of the Annual Base Rent. Said rent to be payable on the first day of each and every month during the term of this Lease in advance. Proportional adjustment shall be given if the term of this Lease starts on a day other than the first day of a month. The first month's rent and the "non-refundable deposit" shall be payable upon execution of this Lease.

(c) Provided that Lessee is not in default under the terms of this Lease beyond any applicable notes and cure period, Lessor shall have 1 option to extend the term of this Lease for 1 additional four (4) year periods on the same terms and conditions as are contained herein with base rent to be paid as described above (increasing three percent (3%) annually). Lessee must exercise the aforesaid options, if at all, by providing Lessor with written notice, certified mail, return receipt requested, at least nine (9) months prior to the end of the term (then) in effect. Failure to exercise any option shall void the right to exercise any other option.

(d) Notwithstanding anything to the contrary contained herein, no rent or other charges hereunder shall be due or payable to Lessor until February 1, 2014 (the "Rent Commencement Date") or whatever day Lessee receives a permit to operate a registered marijuana dispensary ("RMD") at the Demised Premises (the "License"), whichever date is earlier; provided, however, in the event that the Lessee has not received the License on or before May 1, 2014 then this Lease shall be void and of no further force and effect and all obligations of the parties hereunder shall be released. Notwithstanding the foregoing, Lessor shall not be required to vacate the Demised Premises until the Lessee has been awarded the Lease.

(e) Prior to the Rent Commencement Date, the Lessee and its consultants may have reasonable access to the Demised Premises. Such access is not exclusive and no alterations may be made nor may any personal property be moved into the Demised Premises prior to the Rent Commencement Date.

(f) Upon execution of this Lease, the Lessee shall provide the Lessor, Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) as a non-refundable deposit for the purposes of executing and entering into this Lease. The Non-Refundable Deposit is fully earned by Lessor executing the within Lease. Notwithstanding anything agreed to by the Parties to the contrary, Lessor acknowledges and agrees that for the duration of this Lease, no other agreement of any kind is or will be entered into between Lessor, Mark Valone, or any

affiliated entity of Lessor or Mark Valone and another RMD or marijuana related business at the Demised Premises or any other premises or property owned or in the control of Lessor, Mark Valone or any affiliated entity of Lessor or Mark Valone in Franklin County, Massachusetts, excluding property located in Greenfield, Massachusetts owned by Mark Valone or an entity controlled by him, where only after January 31, 2014 an agreement may be entered into with another party for marijuana cultivation, but not marijuana retail sales.

(g) Notwithstanding anything to contrary, Lessee's obligations hereunder (except as described in Paragraph f of this Section) shall be contingent upon Lessee's ability to obtain a RMD License for the Demised Premises and use the Demised Premises for the purposes described herein, including but not limited to receipt of all necessary easements, permits, zoning approvals, and regulatory approvals. Additionally, Lessee shall be permitted to cancel this Lease and owe no further obligations hereunder, effective upon providing written notice to Lessor, if (i) Lessee is unable to operate an RMD for a period of thirty (30) days or longer at the Demised Premises due to any state or local law, regulation, or order; or (ii) a change in federal enforcement priorities that makes the operation of Lessee's business at the location impractical.

### **3. USE.**

3.01 The Demised Premises are to be used solely as a place of business for the operation of a marijuana establishment as permitted under the applicable state or local law and upon written approval from Lessor for any other lawful purpose, which approval shall not be unreasonably withheld or delayed.

### **4. LESSEE'S RESPONSIBILITY FOR LESSOR'S OPERATING COSTS AND EXPENSES.**

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(a) This Lease is intended to be a so-called "triple net lease". Lessee shall pay to Lessor, in addition to the Annual Base Rent and other payments to be paid hereunder, as Additional Rent, a pro rata share of all the Lessor's costs and expenses paid or incurred by Lessor in operating, repairing, maintaining and managing the Lessor's Building ("Lessor's Operating Costs and Expenses"). Lessor's Operating Costs and Expenses shall include, but not be limited to: landscaping, water and sewer charges, property management not to exceed five percent (5.00%) of Annual Base Rent, electric power and lighting, heating and cooling of common areas, repairs, maintenance, building and liability insurance, cleaning of the common areas, snow and maintenance (including repaving) of all the paved areas of roadways and parking lots.

(b) Lessee's pro rata share of Lessor's Operating Costs and Expenses shall be computed by multiplying the whole of said costs and expenses by a fraction, the numerator of which is the total square footage of floor area of the Demised Premises (180,000) and the denominator of which is the total square footage of floor area in the Lessor's Building (15,000); said share presently being eight and thirty three one hundredths percent (8.33%).

(c) Lessee agrees to pay Lessor monthly one-twelfth ( $1/12^{\text{th}}$ ) of Lessee's share of Lessor's Operating Costs and Expenses as estimated by Lessor's good faith judgment within ten (10) days after Lessee's receipt of a monthly bill from Lessor. However, if Lessee does not receive a monthly bill from Lessor by the first day of the calendar month, then Lessee shall continue to pay the same monthly installment of Rent (including Annual Base Rent plus Lessee's share of Lessor's Operating Costs and Expenses). A final adjustment will be made as soon as Lessee's actual share has been determined by Lessor. Lessor shall endeavor to determine such final adjustment within three (3) months after the close of the lease year for which such adjustment is being made and shall deliver a statement of same to Lessee. If there was an overpayment by Lessee, then Lessor shall refund such overpayment provided Lessee is current with respect to all of its rent obligations. If there has been an underpayment by Lessee, then Lessee shall pay such additional amount owed within fifteen (15) days after receipt of the statement from Lessor. Lessee's share shall be collectable as Additional Rent hereunder.

##### **5. PAYMENT BY LESSEE FOR REAL ESTATE TAXES.**

(a) In addition to the Annual Base Rent to be paid by the Lessee, the Lessee shall also pay to the Lessor a pro rata share, allocated as below set forth, of the real estate taxes levied on the Entire Premises (and land) in each year. The term "real estate tax" or like term as used herein shall include "betterment assessments."

(b) The proportionate share of the taxes payable by the Lessee shall be computed by multiplying the whole of said taxes by a fraction, the numerator of which is the total square footage of floor area of the Demised Premises (15,000) and the denominator of which is the total square footage of floor area in Lessor's Building (180,000); said share presently being fifteen and eight and thirty three one hundredths percent (8.33%).

(c) Lessee shall pay to Lessor its share four (4) times each year within ten (10) days after Lessee's receipt of a copy of the real estate tax bill from the Town of South Deerfield and Lessor's calculation of Lessee's pro rata share of the real estate taxes. However, if Lessor so elects, Lessee agrees to pay monthly, at the time and place the regular Rent is payable, one-twelfth (1/12<sup>th</sup>) of Lessee's share of such taxes as estimated by Lessor's good faith judgment, with a final adjustment to be made as soon as Lessee's actual share has been determined by Lessor. Such final adjustment shall be determined by Lessor within three months after the close of the lease year for which such adjustment is being made. If there was an overpayment by Lessee, then Lessor shall refund such overpayment provided Lessee is current with respect to all of its Rent obligations. If there has been an underpayment by the Lessee, then Lessee shall pay such additional amount owed within fifteen (15) days after receipt of a bill for the same from Lessor. Lessee's share shall be collectable as Additional Rent hereunder.

(d) Lessee's share of the taxes shall be adjusted on a prorated basis with respect to the first and/or last years of the Term hereof in the event that the first and/or last years of said Term shall not coincide with the tax year.

(e) The foregoing provisions of this Clause are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals or other taxes shall be substituted, in whole or in part, for the present ad valorem real estate taxes, the Lessee's percentage share of taxes (as set forth above) shall be based upon such taxes on rentals or other taxes to the extent to which the same shall be a substitute for the present ad valorem real estate taxes.

## **6. UTILITIES AND SERVICES.**

(a) Lessee agrees to pay as they become due all charges for electricity, gas, water, sewer usage, telephone, and other utilities furnished to the Demised Premises and used by Lessee. Lessee at its sole expense will separately meter all utilities directly to the Demised Premises within thirty (30) days of the execution of this Lease.

## **7. REPAIRS AND MAINTENANCE.**

(a) Lessee covenants that it shall throughout the term of this Lease, at its own cost and expense, put, keep and maintain the Demised Premises in good, substantial and sufficient condition, repair and order both inside and outside, ordinary and extraordinary; structural and non-structural, and the yards, areas, railings, fences, sidewalks, thereon or adjoining or in front of the Demised Premises and all connections with the street, steam, water, electric, gas mains and sewers and the air conditioning apparatus, boilers and machinery and such other fixtures used in connection with the operation of the buildings on the Demised Premises including any and all improvements and replacements made by Lessee. Lessee shall indemnify and save Lessor harmless from and against any and all costs, expenses, claims, losses, damages, fines or penalties, including reasonable counsel fees, because of or due to Lessee's failure to comply with the foregoing, and Lessee shall not call

upon Lessor for any disbursement or outlay of money whatsoever, and hereby expressly releases and discharges Lessor of and from any liability or responsibility whatsoever in connection therewith.

(b) Lessee covenants to keep the Demised Premises free from rubbish and containers and the sidewalks and parking areas free from snow, ice and debris.

(c) Lessee further covenants and agrees with Lessor that it will keep all the glass on the Demised Premises whole and in good condition with glass of the same quality as that broken or injured; and will keep the Demised Premises in as good order and repair as the same are in at the commencement of the term or may be put in by Lessor, reasonable use and wearing thereof, fire and other unavoidable insured casualty excepted; except as provided herein, that it will save Lessor harmless from all loss or damage occasioned by the use or misuse of water fixtures, plumbing drains and gas fixtures, boilers and steam vessels (except such as is caused by Lessor or its agents).

(d) Lessee agrees not to injure, overload, deface or otherwise harm the Demised Premises; nor commit any nuisance; nor make any use of the Demised Premises which is improper, offensive or contrary to any state or local law, regulation, bylaw or ordinance Lessee agrees not to make, allow or suffer any waste; nor to dump, flush, or in any way introduce any hazardous material or oil into the septic, sewage or other waste disposal system serving the Demised Premises; nor, except for uses which are lawfully permitted under state law for marijuana businesses to generate, store, use or dispose of hazardous material or oil in or on the Demised Premises, or dispose of hazardous material or oil from the Demised Premises to any other location, or commit or suffer to be committed in or on the Demised Premises any act which would require the filing of official notice pursuant to applicable law, without the prior written consent of Lessor and then only in compliance with any and all Federal, state and local laws and ordinances regulating such activity. "Hazardous material and oil" as used in this Section, shall have the same meanings as defined and used in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq; ("CERCLA") and M.G.L. c.21E et sequi, as the same may be amended from time to time.

## **8. ALTERATIONS BY LESSEE.**

(a) Lessee shall have the right to make changes or alterations to the building located on the Demised Premises, with prior written approval of Lessor, provided, however, that any such changes or alterations shall be made in all cases subject to the following conditions which Lessee agrees to observe and perform:

(i) No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the buildings located on the Demised Premises.

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(ii) No changes or alterations shall be undertaken until Lessee shall have procured and paid for all required municipal and governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

(iii) All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and Lessee shall procure certificates of occupancy and other certificates if required by applicable state and local law, regulation, ordinance, or bylaw..

(iv) At all times when any change or alteration is in progress, there shall be maintained, at Lessee's expense, workmen's compensation insurance in accordance with law covering all persons employed in connection with the change or alteration, and general liability insurance for the mutual benefit of Lessee and Lessor expressly covering the additional hazards due to the change or alteration.

(v) Lessee shall pay for all work and materials within a reasonable time and shall see to it that no materialmen's liens are filed against the Demised Premises.

(vi) All structural installations to the Demised Premises shall become the property of Lessor and shall not be removed by Lessee at the expiration or sooner termination of this Lease.

## 9. INSURANCE REQUIREMENTS.

(a) Lessee agrees to carry public liability insurance written on a Comprehensive policy form on the Demised Premises in the sum of Two Million (\$2,000,000) Dollars combined single limit bodily injury and property damage coverage, and to name Lessor and its mortgagees as a named insured on such policies. Endorsements and/or Certificates of Insurance showing such coverage and naming Lessor and its mortgagees as an insured shall be forwarded to Lessor prior to the commencement of this term, and within thirty (30) days prior to the expiration date of said policies. All of said policies shall contain a clause requiring the insurer to give Lessor and its mortgagees thirty (30) days written notice prior to cancellation.

(b) Lessee agrees to pay to Lessor, as Additional Rent hereunder, its Pro Rata Share (as hereinafter defined) of such all-risk insurance. Lessee's payment shall be made within thirty (30) days from receipt of an invoice from Lessor for the cost of such insurance.

(c) Fire Insurance. Lessor agrees to maintain with respect to the Demised Premises and the Building of which it is a part, fire insurance with "special coverage" or "all risk" endorsements including flood and earthquake and change in building code coverage endorsements in an amount not less than the full replacement value thereof and in an amount

sufficient to avoid any co-insurance penalty. For the purposes of this section, the Demised Premises shall be deemed to include, without limitation, improvements to the realty which may, from time to time, be made (whether by Lessee or others), such as painting, light fixtures, floor coverings, partitions, and signs to the extent the same are customarily insurable as a part of the realty and may be covered by Lessor's fire insurance. Such fire insurance policy shall also provide rent insurance for a twelve (12) month period in an amount equal to one (1) year's Base Rent and Additional Rent (as hereinafter defined) payable under this Lease.

(d) Lessee shall pay to Lessor, as Additional Rent hereunder, its Pro Rata Share of the cost of fire, extended coverage, rental value and public liability insurance, which costs shall be billed to Lessee as part of the Operating Costs as provided in Section 4 herein.

## **10. INDEMNITY.**

(a) Lessee shall hold Lessor harmless against any and all claims, damages or cause of action for damages arising after the commencement of the term hereof and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the Entire Premises and the buildings and improvements thereon, or in or upon the sidewalks, or streets in front of or appurtenant thereto by any person or persons. It is the intention and agreement that Lessor shall not be liable for any personal injuries or damage to Lessee or its officers, agents, employees, invitees and all persons having business with Lessee, or to any other persons or to any occupant of any part of the Entire Premises, or for any injury or damage to any goods, wares, merchandise or property of Lessee or of any occupant of any part of the said Entire Premises, irrespective of how the same may be caused, whether from action of the elements or acts of negligence of the owner or occupants of the adjacent properties, excepting however, the negligence of Lessor.

(b) Lessee shall and will indemnify and save harmless Lessor of and from any and all liability, loss, damage or expense, causes of action, suits, claims and judgment, including reasonable legal expenses in connection with defending against any such action, suit or claim arising from injury to persons or property of any and every nature and for any matter or thing growing out of the use and/or occupation of the Demised Premises by Lessee, or any part thereof caused by Lessee, its agents, employees, assigns or occupants of any part of the Entire Premises, or by their agents, or employees, respectively, or which may be occasioned by any person or thing whatsoever at any time during the term of this Lease.

(c) All of Lessee's obligations under this Lease shall be secured with a security interest in all of Lessee's tangible and intangible personal property as permitted by the applicable state law and regulations. This security interest shall only be junior to the Lessee's lenders, whose secured indebtedness is not in excess of \$500,000.00. The form of Security Agreement is attached hereto as Exhibit B.

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## 11. SUBORDINATION.

(a) This Lease and all of the rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages hereinafter placed on the Demised Premises or any part thereof, except Lessee's personal property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages (all of which are hereinafter termed the mortgage or mortgages) provided, nevertheless, each or all of such mortgages shall contain a provision to the effect that so long as Lessee is not in default under this Lease, or any renewal thereof no foreclosure of the lien of said mortgage or any other proceeding in respect thereof shall divest, impair, modify, abrogate or otherwise adversely affect any interests or rights whatsoever of Lessee under the said Lease.

Such subordination shall be automatic, provided that Lessee receives the Non-Disturbance Agreement referred to herein without the execution of any further subordination agreement by Lessee. If, however, a written subordination agreement, consistent with this provision and in a form reasonably acceptable to Lessee, is required by a mortgagee, Lessee agrees to execute, acknowledge and deliver the same within twenty (20) days after receipt.

(b) If Lessee is given the name and address of any Mortgagee, then Lessee agrees to give any Mortgagees, by Certified Mail, a copy of any Notice of Default served upon Lessor, provided that prior to such notice Lessee has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the address of such Mortgagees. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided for in this Lease, then the Mortgagees shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, any Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

(c) Lessee shall attorn to any foreclosing first mortgagee, purchaser at a foreclosure sale or purchase by deed in lieu of foreclosure, but no such mortgagee or purchaser shall be (a) liable for any act or omission of Lessor, (b) bound by any payment of rent, additional rent or other charge made more than thirty (30) days in advance of the due date thereof, or (c) bound by any assignment, surrender, termination, cancellation, amendment or modification of this Lease (other than amendments or modifications which do not affect the rent or term of this Lease) made without the express written consent of such mortgagee or purchaser except for such termination described in Section 1 hereof. .

## 12. YIELDING UP.

(a) Lessee agrees to quit and deliver up the Demised Premises to Lessor or its

representatives peaceably and quietly at the end of said term or extensions hereof, free and clear of all Lessee's personal property and equipment; that it will not make or suffer any waste, or any unlawful (under Massachusetts law) improper, noisy or offensive use of the Demised Premises.

### **13. ASSIGNMENT AND SUBLETTING.**

(a) Lessee will not assign this Lease, in whole or in part, nor sublet all of the Demised Premises, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed. This prohibition includes, without limitation, (i) any subletting or assignment which would otherwise occur by operation of law; or (ii) an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings. Consent by Lessor to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting and shall not release Lessee from liability for the failure of performance of the terms of this Lease.

(b) The acceptance by Lessor of the payment of rental following any assignment or other transfer prohibited by this clause shall not be deemed to be a consent by Lessor to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Lessor hereunder.

### **14. FIRE AND OTHER CASUALTY.**

In the event the Demised Premises or any part thereof during said term or extension thereof shall be destroyed or damaged by fire or other unavoidable casualties so that the same shall be rendered unfit for the conduct of a marijuana dispensary, then and in such case the rent hereinabove reserved or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated, until the said Demised Premises shall have been put in proper condition for use and occupation by Lessor at Lessor's cost and expense. Lessee shall be responsible for replacing its furnishings, stock, trade fixtures, and personal property.

(b) Lessor agrees that on or before sixty (60) days after the occurrence of such damage or destruction or such additional reasonable time for Lessor, by the exercise of due diligence, to obtain permits and settle insurance claims, it shall commence to repair and restore the Demised Premises to their condition prior to such damage or destruction. Lessor shall diligently complete the work of repair and restoration in a good and workmanlike manner so that all work shall be completed within ninety (90) days after the date that it was commenced.

Lessor shall restore improvements to the Demised Premises if they are of a type as are normally included in Lessor's fire insurance. Lessor shall, however, have no obligation to repair or restore any of Lessee's fixtures or equipment. In the event that Lessor

does not commence the restoration work within the sixty (60) day period (or such additional reasonable time period as aforesaid), then Lessee shall have the option to terminate the within Lease by notice to Lessor and such termination shall be effective thirty (30) days after same has been sent. Lessor shall be granted reasonable delays due to causes beyond its control in completing and/or commencing said restoration and/or repairs.

(c) Notwithstanding anything contained herein to the contrary, Lessor and Lessee shall each have the right to terminate the within Lease if the Demised Premises are destroyed or damaged by fire or other casualty to the extent of at least fifty (50%) percent during the term hereunder. Each party's termination notice shall take effect thirty (30) days after mailing thereof.

If the within Lease is not terminated for any of the above reasons, then Lessor shall diligently commence making repairs so that Lessee may once again use and enjoy the Demised Premises. Rent shall commence upon a new occupancy permit being issued.

#### **15. NOTICES.**

(a) All notices required to be given hereunder shall be mailed by certified mail, return receipt requested, to Lessor at 10 Greenfield Road, South Deerfield, Massachusetts 01373 and Lessee at 207 River Rd., Whatley, Massachusetts 01093, with a copy to Peter W. Shrair, Esq., Cooley, Shrair P.C., 1380 Main Street, Springfield, Massachusetts 01103-1644, and Vicente Sederberg LLC, 60 Kendrick Street, Needham MA 02494 or at such other place as either party may designate in writing to the other.

#### **16. EMINENT DOMAIN.**

(a) If after the execution and before the expiration of the term of this Lease, the entire Demised Premises shall be taken by right of eminent domain for any street or other public use, or damaged or destroyed by the action of any public or quasi-public authority having jurisdiction then this Lease shall terminate and rent shall be apportioned and adjusted as of the date of termination.

(b) In case a part of the Demised Premises herein demised shall be so taken by such right of eminent domain or such action as aforesaid, and Lessor elects to rebuild and/or restore the same then this Lease and the said term shall continue in full force and effect without any reduction in the rent reserved in the Lease.

(i) Notwithstanding the foregoing, if by such taking the area of the Demised Premises shall be reduced by twenty (20%) percent or more either party may terminate this Lease by giving Lessee thirty (30) days written notice to this effect.

(ii) If this Lease shall not be terminated pursuant to the provisions of Section 16.00(a) of this Lease, or if only a portion of the Demised Premises shall be taken

which shall not entitle either party to terminate this Lease pursuant to the provisions of Section 16.00(b), Lessor shall, within a reasonable time period, make all changes, repairs, and additions that may be necessary by reason of such partial taking or cause Lessee to make same.

(c) Lessor reserves to itself, and Lessee assigns to Lessor, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be reasonably required by Lessor and to join in any petition for recovery of damages (without cost to Lessee) if requested by Lessor, and to turn over to Lessor any damages that may be recovered in any such proceeding. It is agreed and understood, however, that Lessor does not reserve to itself, and Lessee does not assign to Lessor, any portion of the award allocable to movable trade fixtures, equipment, personal property, and signs installed by Lessee as well as Lessee's loss of its leasehold interest and relocation expenses.

## 17. DEFAULTS.

(a) Lessor may terminate this lease: (i) if Annual Base Rent or Additional Rent is not paid within five (5) days after same is due; or (ii) if Lessee shall have failed to cure a default in the performance of any covenant of this lease (except the payment of rent), or any rule or regulation hereinafter set forth, within thirty (30) days after written notice thereof from Lessor, or if default cannot be completely cured in such time, if Lessee shall not promptly proceed to cure such default within said thirty (30) days, or shall not complete the curing of such default with due diligence; or (iii) if a petition in bankruptcy shall be filed by or against Lessee or if Lessee shall make a general assignment for the benefit of creditors, or receive the benefit of any insolvency or reorganization act; or (iv) if a receiver or trustee is appointed for any portion of Lessee's property and such appointment is not vacated within thirty (30) days; or (v) if an execution or attachment shall be issued under which the Demised Premises shall be taken or occupied by anyone other than Lessee.

(b) If Lessor shall re-enter the Demised Premises on the default of Lessee, by summary proceedings or otherwise: (i) Lessee shall pay Lessor any deficiency between the rent hereby reserved and the net amount of any rents collected by Lessor for the remaining term of this lease, through any re-letting. Such deficiency shall become due and payable monthly, as it is determined. Lessor may deduct all reasonable expenses incurred in obtaining possession or re-letting the Demised Premises, including legal expenses, attorneys' fees and brokerage fees; (ii) Lessor shall recover as liquidated damages, in addition to accrued rent and other charges, if Lessor's re-entry is the result of Lessee's bankruptcy, insolvency or reorganization, the full rental for the maximum period allowed by any act relating to bankruptcy, insolvency or reorganization; (iii) If Lessor re-enters the Demised Premises due to Lessee's default any property left in the Demised Premises by Lessee shall be deemed to have been abandoned by Lessee, and Lessor shall have the right to retain or dispose of such property in any manner without any obligation to account therefor to Lessee.

(c) In addition to the above, Lessee shall be liable for the payment of all costs of collection of rent and all other expenses necessary to enforce Lessee's covenants hereunder including reasonable attorney's fees.

**18. COMPLIANCE WITH LAWS.**

(a) Lessee further agrees to comply with all laws of the Commonwealth of Massachusetts all ordinances of the Town of South Deerfield and all lawful orders of the Commission, Board or Authority of the Town of South Deerfield respecting the use of the Demised Premises

**19. QUIET ENJOYMENT.**

(a) Lessor covenants and agrees with Lessee that upon Lessee paying said rent and performing all the covenants and conditions aforesaid on Lessee's part to be observed and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Demised Premises hereby demised for the term aforesaid. It is understood however, that Lessor's liabilities under this clause shall be only for the period during which it shall be the owner of the Demised Premises.

(b) The term "Lessor", as used in this Lease, means only the owner for the time being of the Demised Premises, so that, in the event of any sale of said Demised Premises, Lessor shall be and hereby is entirely freed and relieved of all liabilities and obligations of Lessor hereunder which accrue from or after the date of such sale, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Demised Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Lessor hereunder from and after such date. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the monetary liability of any Lessor hereunder shall be limited to the equity of Lessor in the Demised Premises in the event of breach by Lessor, as the case may be, of any of the terms, covenants and conditions of this Lease to be performed by Lessor. In furtherance of the foregoing Lessee hereby agrees that any judgment it may obtain against Lessor as a result of a breach of any of the terms, covenants or conditions hereof by Lessor shall be enforceable solely against Lessor's fee interest in the Demised Premises.

**20. NET LEASE.**

(a) This is a "net" Lease and Lessor shall not be required to provide any services or do any act in connection with the Demised Premises except as specifically provided herein.

**21. SIGNS.**

(a) Lessee shall have the privilege of placing on the Demised Premises such signs as it deems necessary and proper in the conduct of its business, provided Lessee pays

all permit and license fees which may be required to be paid for the erection and maintenance of any and all such signs, provided such signs are legally permitted to be installed. Lessee agrees to exonerate, save harmless, protect and indemnify Lessor from, and against any and all losses, damages, claims, suits or actions for any damage or injury to the person or property caused by the erection and maintenance of such signs or parts thereof, and insurance coverage for such signs shall be included in the public liability policy which Lessee is required to furnish hereunder.

**22. LESSOR'S ENTRY.**

(a) Lessor and its representatives shall have the right (but not the obligation) to enter into and upon the Demised Premises or any part thereof during business hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof only as permitted by applicable state and local laws, regulations, ordinances, or bylaws which right to make repairs or alterations shall, however, be subject and subordinate to each and every provision contained in this agreement applicable to repairs or alterations, and Lessor agrees that except for emergencies, Lessor will give Lessee ten (10) days notice before making any repairs upon the Demised Premises. Lessee affirmatively covenants to make all repairs and replacements to the Demised Premises during the term of this Lease as set forth in Section 7 herein. In the event that Lessee fails to make such repairs and replacements, and Lessor elects to do so (which it is under no obligation to do), then the cost of same shall be paid by Lessee to Lessor, upon demand, as additional rental hereunder.

**23. SEVERABILITY.**

(a) If any term or provision of this Lease, or the application thereof, to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provisions which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**24. ESTOPPEL CERTIFICATES.**

(a) At any time and from time to time, within ten (10) days after either party shall request the same the other party will execute, acknowledge and deliver to the requesting party and to such mortgagee or other party as may be designated by such requesting party, a certificate in an acceptable form with respect to the matters required by such party and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by such party. In the event that such party fails to provide such certificate within twenty (20) days after request therefor, such party shall be deemed to have approved the contents of any such certificate submitted to it and the requesting party is hereby authorized to so certify.

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**25. NOTICE OF LEASE.**

(a) The parties hereby agree that each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by Lessee. In the event of termination of this Lease, within thirty (30) days after written request from Lessor, Lessee agrees to execute, acknowledge and deliver to Lessor an agreement removing such short form of lease from record. If Lessee fails to execute such agreement within said thirty (30) day period or fails to notify Lessor within said thirty (30) day period of its reasons for refusing to execute such agreement, Lessor is hereby authorized to execute and record such agreement removing the short form of lease from record. This provision shall survive any termination of this Lease. The parties agree that this Lease shall not be recorded.

**26. BROKER'S COMMISSION.**

(a) Excluding a brokerage fee due to CBRE/New England to be paid by Lessor, each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any breach of the representation by such breaching party including, without limitation, the cost of counsel fees in connection therewith.

**27. NO OPTION.**

(a) The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

**28. EXPANSION OPTION.**

The Lessee shall have the option to lease additional square feet of rentable space by giving written notice to the Lessor on or before July 1, of each calendar year, certified mail, return receipt requested. Lessor shall designate such additional space, and will use reasonable efforts to provide it, adjacent to the Demised Premises. This option to expand is given upon the following terms and conditions:

(a) No default shall have occurred under the Lease and be continuing.

(b) The term for the additional space shall commence on January 1, next following the notice date or on such earlier date as Lessor is able to vacate that portion of the premises to which the Lessee wishes to expand. The term for the additional space shall terminate on the termination date of this Lease.

(c) The Annual Base Rent for the additional space shall be equal to the square footage rent (then) being paid by the Lessee.

 ORIGINAL

(d) If the Lessee exercises this option, the parties shall enter into a written agreement, modifying the Lease. Such modification shall reflect and be governed by the terms of the Lease, with appropriate adjustments for the additional rentable area.

(e) If Lessee exercises its right to lease additional space, it shall pay all costs and expenses related to Lessor's relocation.

**29. WAIVER OF JURY TRIAL.**

(a) Lessor and Lessee hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

**30. HAZARDOUS SUBSTANCE.**

(a) Definitions. As used in this section, the term "Environmental Law(s)" shall mean all federal, state and local laws, statutes, codes, ordinances regulations, rules or other requirements (including, but not limited to, consent decrees and judicial or administrative orders), relating to the protection of human health or safety or the environment, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") as amended (42 U.S.C. Section 9601 9675); the Resource Conservation and Recovery Act, as amended ("RCRA") (42 U.S.C. Section 6901, et seq.); the Clean Water Act, as amended (33 U.S.C. Section 1251, et seq.); the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.); the Toxic Substance and Control Act ("TSCA"), as amended (15 U.S.C. Section 2601, et seq.); and all laws applicable to the storage, treatment, disposal, handling and release of any Hazardous Substance.

"Hazardous Substance" shall be any material, substance, waste or constituent as defined or regulated under CERCLA, 42 U.S.C. §9601 et seq. RCRA, 42 U.S.C. §6901 et seq., the Clean Water Act, 42 U.S.C. §1251 et seq., TSCA, 15 U.S.C. §2601 or the laws of the state wherein the Demised Premises are located, as amended from time to time, expressly including petroleum substances, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel.

(b) Responsibility for Compliance with Environmental Laws. At Lessee's expense, Lessee's activities on the Demised Premises shall materially comply with all applicable Environmental Laws.

(c) (i) During or after the Lease Term, Lessor shall indemnify Lessee against and hold Lessee harmless of any and all loss, liability, cost, fine, penalty or expense, including reasonable attorneys' fees, arising out of or incurred in connection with any removal, remediation, abatement, response, containment, closure, restoration, monitoring, corrective action or other actions, including all claims of governmental agencies and other third parties, whether or not such claims are ultimately defeated, matured or unmatured,

foreseeable or unforeseeable, and including claims for indemnification by such parties, arising out of or related to the use or ownership of the Demised Premises on or prior to the Commencement Date of this Lease.

(ii) Lessee shall indemnify Lessor against and hold Lessor harmless of and from any and all loss, liability, cost, fine, penalty or expense, including reasonable attorneys' and consultants' fees, arising out of or incurred in connection with any removal, remediation, abatement, response, containment, closure, restoration, monitoring, corrective action or other actions relating to any Environmental Law, including all claims of governmental agencies and other third parties, whether or not such claims are ultimately defeated, matured or unmatured, foreseeable or unforeseeable, and including claims for indemnification by such parties, arising out of or related to any occurrence or condition at the Demised Premises arising after the Commencement Date of this Lease caused by Lessee and which are not required to be remedied by Lessor as provided in section 30(c) hereof.

**31. MISCELLANEOUS.**

The parties further expressly agree as follows:

(a) The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Lessor and Lessee, their successors and assigns, except as otherwise provided herein.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

(c) The acts or omissions of the servants and agents of Lessee and Lessor, and of all persons who are upon the Demised Premises during the term, or any extensions hereof, shall be construed to be the acts or omissions of such party.

(d) Time shall be construed to be of the essence hereof, wherever any act hereunder is required to be done at a certain time, or within a prescribed period of time.

(e) This Lease, and any amendments which the parties may execute hereto, sets forth all of the promises, agreements, conditions and understandings between Lessor and Lessee relative to the Demised Premises, and there are no other promises, agreements, conditions and understandings, either oral or written, between them.

(f) No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee, unless same has been reduced to writing and executed by Lessor and Lessee.

(g) This Lease is executed under and pursuant to the laws of the Commonwealth of Massachusetts.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT THAT THE RENT COMMENCEMENT DATE HAS NOT OCCURRED ON OR BEFORE MAY 1, 2014, TIME BEING OF THE ESSENCE, THIS LEASE SHALL BECOME NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT AND THE PARTIES SHALL HAVE NO OBLIGATIONS TO EACH OTHER. THE LESSOR SHALL, HOWEVER, BE ENTITLED TO RETAIN THE NON-REFUNDABLE DEPOSIT IN CONSIDERATION OF THE AGREEMENTS HEREIN CONTAINED.**

IN WITNESS WHEREOF, Lessor and Lessee have hereunto caused this Indenture of Lease to be executed the day and year above first written.

**LESSOR:**

**GREENFIELD ROAD, LLC**

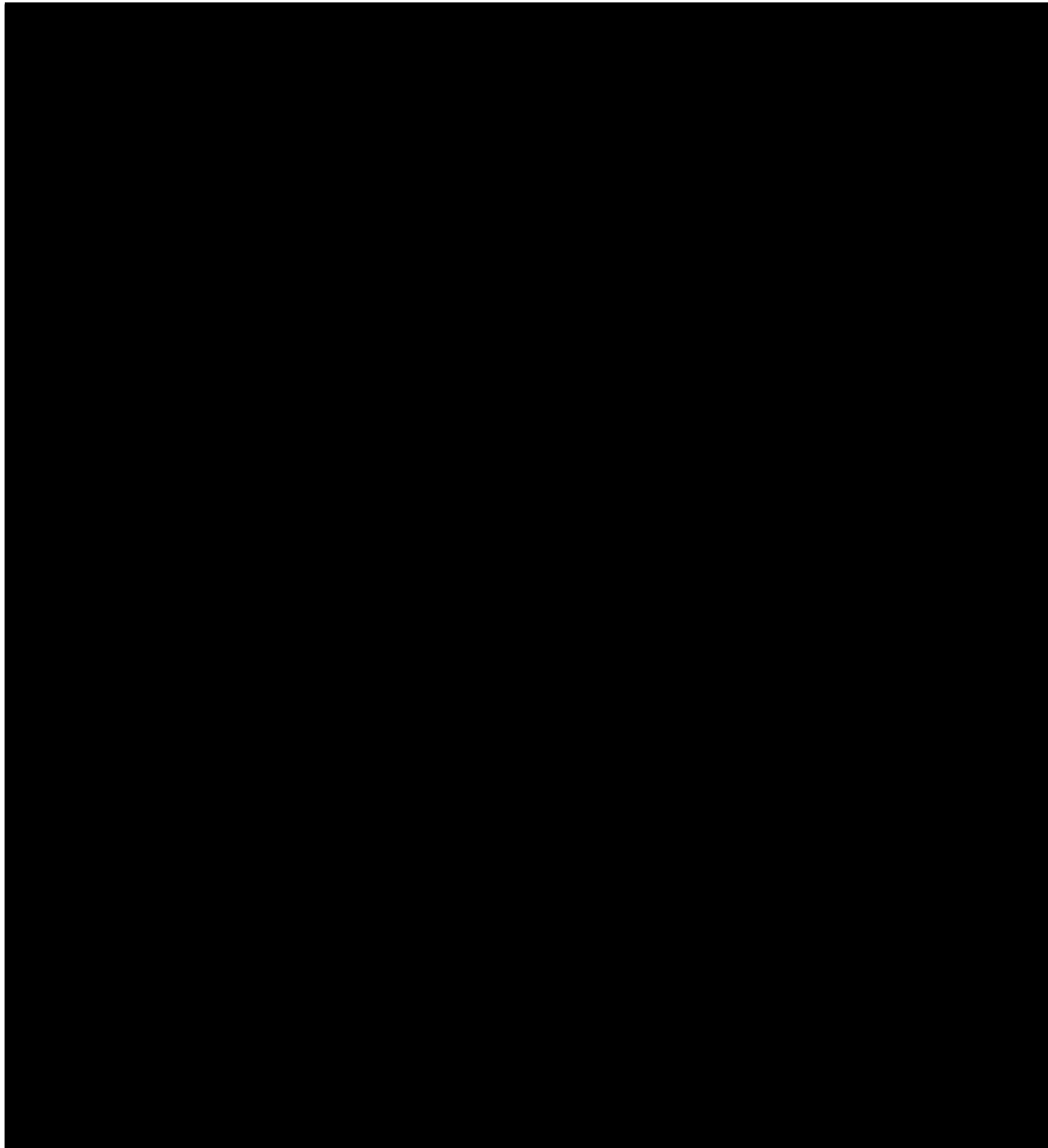
By: Mark Valone  
Mark Valone, its duly authorized Manager

**LESSEE:**

**JM FARM'S PATIENT GROUP, INC.**

By: Frederic A. Spayne  
Its duly authorized

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**EVIDENCE OF LOCAL SUPPORT**  
(Exhibit 5.4)

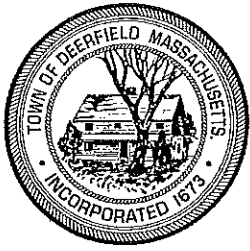
**This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.**

Corporation Name: \_\_\_\_\_ JM Farm's Patient Group, Inc. \_\_\_\_\_ Application # (if more than one): \_\_\_\_\_

Site	City/Town	County	Type of Support Attached
1	South Deerfield	Franklin	Letter of Support/Non-Opposition
2	Whatley (Back up Location)	Franklin	Letter of Support/Non-Opposition



**ORIGINAL**



## **TOWN OF DEERFIELD**

*Office of the Board of Selectmen*

8 Conway Street

South Deerfield, MA 01373

Voice: 413.665.1400

Facsimile: 413.665.1411

Web: [www.deerfieldma.us](http://www.deerfieldma.us)

November 21, 2013

The Deerfield Selectboard supports the siting of a medicinal marijuana dispensary in the Town of Deerfield located in the Medical Marijuana Overlay District as voted by the Deerfield Special Town Meeting of October 28, 2013, amending the Zoning Bylaw.

Mark E. Gilmore, Chair  
Board of Selectmen



OFFICE OF THE  
BOARD OF SELECTMEN

TOWN OF WHATELY  
MASSACHUSETTS 01093

[www.whately.org](http://www.whately.org)

Center School Offices  
218 Chestnut Plain Road  
P. O. Box 181  
Whately, MA 01093

Phone: 413-665-4400  
Fax: 413-665-9560

October 1, 2013

Mr. James Pasiecznik  
JM Farms Patient Group, Inc.  
207 River Road  
South Deerfield, MA 01373

Dear Mr. Pasiecznik:

At the September 24, 2013 Board of Selectmen's meeting the board voted to support your proposal for marijuana cultivation and dispensing sites within the Town of Whately. You indicated that 207 River Road would be the cultivation site with a dispensing site yet to be determined.

Although the Board of Selectmen has offered its support, other boards and committees within the town will have to approve the proposed project.

Please keep us advised as you proceed with your phase 2 application.

Sincerely,

Paul K. Newlin, Chair  
Board of Selectmen

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**SUMMARY CHART OF LOCATIONS AND LOCAL SUPPORT**  
(Exhibit 5.5)

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

Corporation Name: JM Farm's Patient Group, Inc. Application # (if more than one): \_\_\_\_\_

	Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1	Dispensing	10 Greenfield Road South Deerfield, MA 01373	Lease	Letter of Support/Non-Opposition
2	Cultivation	10 Greenfield Road South Deerfield, MA 01373	Lease	Letter of Support/Non-Opposition
3	Processing	10 Greenfield Road South Deerfield, MA 01373	Lease	Letter of Support/Non-Opposition



**ORIGINAL**

**RMD ORGANIZATIONAL CHART**  
**(Exhibit 6.1)**

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

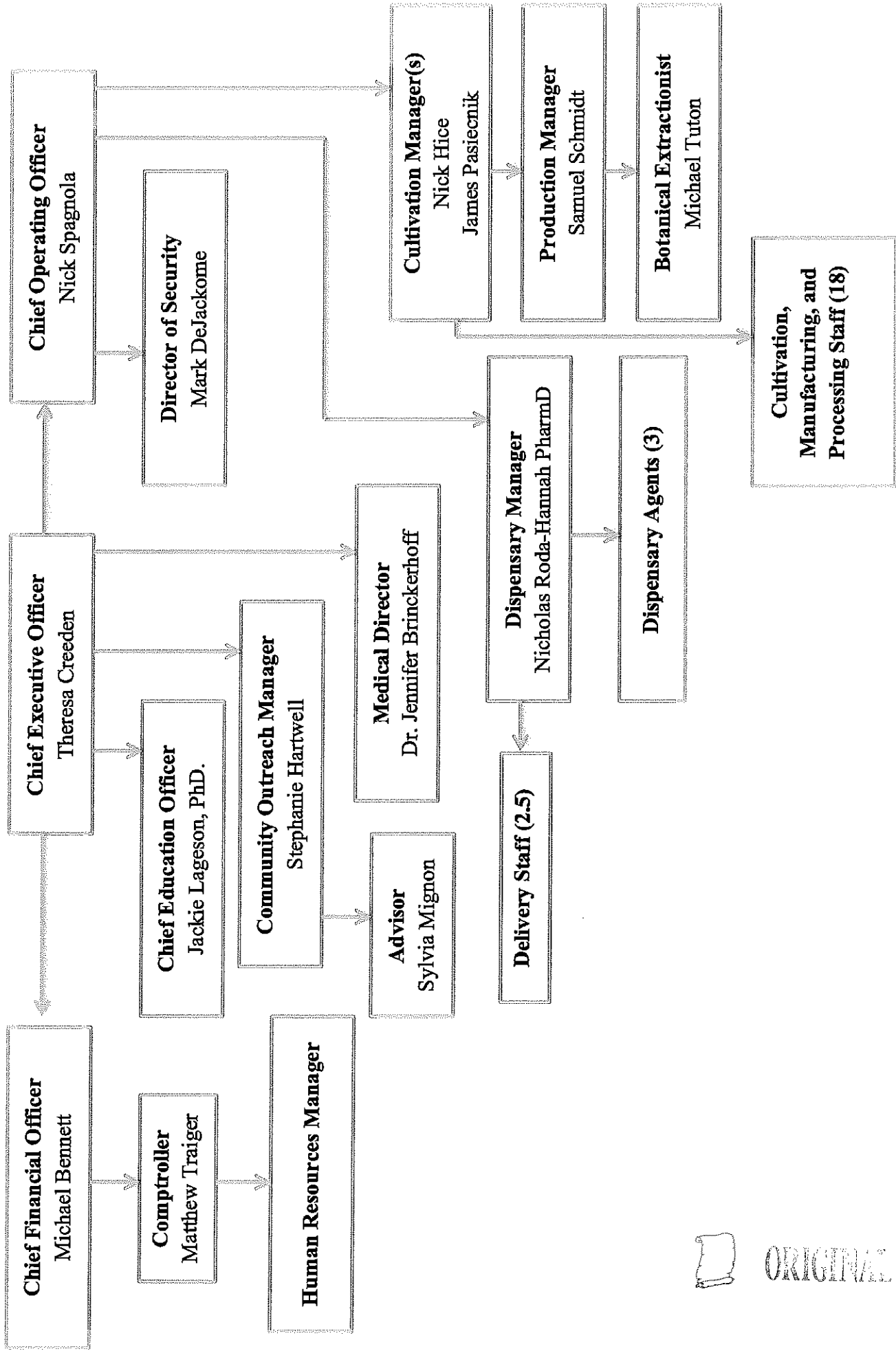
**Corporation Name: JM Farm's Patient Group, Inc.**

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

**Attach organizational chart.**



**ORIGINAL**



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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: JM Farm's Patient Group, Inc.

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

Attach evidence of enrollment.

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# iCORI

Commonwealth of Massachusetts  
Department of Criminal Justice Information Services

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[Home](#)

[Add Request](#)

[View CORI Results](#)

[Manage Account](#)

[iCORI Cart \(0\)](#)

**JM Farm's Patient Group, Ic - RMD**

Status: Active  
Account Type(s): Employer

## Account

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

### Account Details

[\[Cancel Account\]](#)

#### Account Status

Account Status: **Active**  
Date First Registered: 10/31/2013

Date Last Renewed:

#### Organization Details

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

Account Type(s): **Employer**  
Organization Name: **JM Farm's Patient Group, Ic - RMD**  
Address: 207 River Road, Whately, MA 01093  
Phone No.: 413-530-5369  
Website:

Organization ID: [REDACTED]

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**RMD STAFF  
(Exhibit 6.4)**

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

	Name	Role/Title
1	Michael Tuton	Botanical Extractionist
2	Samuel Schmidt	Production Manager
3	Waldran Rand	Bookkeeper
4	Sylvia Mignon	Advisor

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**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: JM Farm's Patient Group, Inc.

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

Key Benchmarks	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Submit Phase 2 Application to DPH	11/21/13	Nick Spagnola	Critical	9/22/14
Engage architect and engineers to complete construction and permit documents	11/21/13	Nick Spagnola	Major	
Receive award and notice to proceed from DPH	1/31/14	DPH	Critical	
Finalize lease agreement(s)	1/31/14	Nick Spagnola	Critical	
Submit construction documents to local building department for review	1/31/14	Nick Spagnola	Major	
Revise construction documents based on building department comments and resubmit for final approval.	2/14/14	Nick Spagnola	Major	
Obtain permit for construction and notify general contractor to mobilize sub contractors	2/21/14	Nick Spagnola	Major	
Recruit cultivation and manufacturing staff	2/21/14	Nick Spagnola & James Pasiecznik	Minor	
Begin construction at RMD (utility service upgrades, site and concrete cutting and subfloor preparation)	2/28/14	General Contractor*	Major	
Begin framing at RMD	3/3/14	General Contractor*	Minor	
Finalize employment agreements for cultivation and manufacturing staff and complete employment paperwork	3/14/14	Nick Spagnola	Minor	

**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: JM Farm's Patient Group, Inc.	Application # (if more than one): N/A
Begin mechanical, electrical and plumbing branch systems installation at RMD	3/10/14 General Contractor*
Begin installation of insulation and sheetrock at RMD	3/17/14 General Contractor*
Order equipment and supplies for Phase 1	4/1/14 James Pasiecznik
Implement BioTrack's cultivation & processing management software	4/1/14 James Pasiecznik & Nick Hice
Begin educational training cultivation and manufacturing staff	4/1/14 James Pasiecznik
Begin formal training of cultivation and manufacturing staff	4/8/14 James Pasiecznik & Nick Hice
Begin painting at cultivation facility	4/8/14 General Contractor*
Install mechanical and cultivation equipment at RMD	4/10/14 General Contractor*
Install flooring at cultivation facility	4/17/14 General Contractor*
Install fixtures and finish hardware at RMD	4/20/14 General Contractor*
Call for final building department inspections at RMD	4/23/14 General Contractor*
Assuming some items need to be remedied, call for second and final building inspection	4/30/14 General Contractor*
Obtain Certificate of Occupancy & ready cultivation facility for operation	5/1/14 Nick Spagnola
Begin installing FFE and supplies at cultivation facility for Phase 1	5/2/14 General Contractor*
Begin operating in cultivation facility by propagating first plants	5/5/14 James Pasiecznik
First crop goes into the vegetative phase	5/19/14 James Pasiecznik
First crop goes into flowering phase	6/22/14 James Pasiecznik

ORIGINAL



**RMD START-UP TIMELINE**  
(Exhibit 7.1)

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

Corporation Name: JM Farm's Patient Group, Inc.	Application # (if more than one): N/A
Recruit dispensary staff necessary for opening day	Nick Spagnola & Nicolas Roder-Hanna Major
Being painting at dispensary	General Contractor* Minor
Begin installing flooring at dispensary	General Contractor* Minor
Begin finish carpentry at dispensary	General Contractor* Minor
Finalize employment agreements for retail staff and complete employment paperwork	Nick Spagnola Major
Implement BioTrack's retail management software GramTracker	Nick Spagnola & Nicolas Roder-Hanna Major
Begin installing FFE and supplies at dispensary	General Contractor* Minor
Begin training dispensary staff	Nick Spagnola & Nicolas Roder-Hanna Major
First crop is harvested and put into drying phase	James Pasiecznik Major
First crop is cut off stem and put into curing phase	James Pasiecznik Minor
First crop is sent to licensed testing facility for required testing	James Pasiecznik Major
First crop is placed into its final package and put in the curing phase	James Pasiecznik Minor
First crop is transferred to retail inventory and ready for sale	James Pasiecznik Minor
First day of retail sales	Nick Spagnola, James Pasiecznik & Nicolas Roder-Hanna Major
Initial Management and Employee Review	Nick Spagnola, James Pasiecznik & Nicolas Roder-Hanna Major
General Contractor shall operate under the supervision of and report to VP Nick Spagnola & CEO James Bento	

**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: JM Farm's Patient Group, Inc.

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

Attach sliding price scale.

Patient Financial Hardship Proposed Sliding Price Scale			
Verified Income Level as % of the Federal Poverty Guidelines	Discount	Maximum Monthly Discount	
200% - 300%	30%	\$	340
100% - 199%	50%	\$	660
<100%	100%	\$	1,050

Discount applies to only medical necessities and maintenance medical products.

The maximum monthly discount is based on pharmacy recommendations and may be increased by the RMD based on a patient's circumstances.

Patients with temporary hardships including unemployment or a recent natural disaster may qualify for emergency temporary assistance.

 ORIGINAL

**APPLICATION RESPONSE FORM SUBMISSION PAGE**

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

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

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

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

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

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

**Authorized Signatory (as designated in exhibit B):**

**First Name:** [Nicholas] **Last Name:** [Spagnola]

**Title:** [Vice President]

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



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