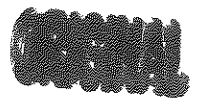


84



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

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

Corporation Name: MA Care.Connect, Inc. _____

Application # (if more than one): _____

	Name	Role within the Corporation
1	Johan Pontin	Executive Director and President
2	Chris Borde	Chief Operating Officer
3		
4		
5		

84



ORIGINAL

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): [MA Care.Connect, Inc.]

Website URL (if applicable): [NA]

Address:

[1150 Walnut Street]

[]

City: [Newton] State: [MA] Zip: [02461]

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

First Name: [] Last Name: []

FEIN: [46-341193]

Contact Person

First Name: [Johan] Last Name: [Pontin]

Title: [President, Executive Director]

Telephone: (617) 610-8000 FAX: () - E-Mail: [johanpontin@pontinus.com]

Contact Person Address (if different):

[19 Bedford Rd.]

[]

[]

City: [Lincoln] State: [MA] Zip: [01773]

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.

Number of Additional Applications

How many applications is the applicant submitting in addition to this one? DO NOT COUNT THIS APPLICATION. If you are submitting only one, indicate 0. [0]

Background Check Authorization

The Department will conduct a background check on each member of the **Executive Management Team** (as defined in the definitions section of the Application Response Form) and each member of the **Board of Directors** (as defined in the definitions section of the Application Response Form). Each required individual must complete and sign the attached authorization forms (exhibits A1-A4), with a wet signature in blue ink.

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

Application Fee

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


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


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

Required Signatures


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

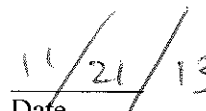
Signed under the pains and penalties of perjury, the authorized signatory (as designated in exhibit B) agrees that all information included in this application is complete and accurate. The hard original application must have an original wet signature in blue ink.


Name: JOHAN PONTIN
Title: PRESIDENT


Date

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


Name: JOHAN PONTIN
Title: PRESIDENT


Date



APPLICATION RESPONSE FORM

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

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

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

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

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

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

Definitions

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

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

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

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

Questions

1. Applicant's Corporate Background

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

[MA Care.Connect, Inc.
Incorporated August 16, 2013]

1.2 Describe the organization's mission and vision.



[Mission Statement: MA Care.Connect, Inc.'s ("Care.Connect") mission is to become the recognized leader and preferred provider of medical marijuana to qualifying patients, physicians and health care professionals, personal caregivers for patients, and medical marijuana treatment center agents. This mission will be achieved through compassionate care for the chronically ill; premier therapeutic expertise; secure and reliable access; and world class management practices.

Vision Statement: MA Care.Connect will provide the best quality medical marijuana products to its patients through world class innovative drug discovery research and therapeutic expertise, which will improve patient quality of life. The Care.Connect team was thoughtfully compiled to achieve Care.Connect's mission. There are 4 discreet skillsets and experiences that make up the Care Connect team, which will position Care.Connect to be the standard of excellence in the industry:

- Drug discovery research and therapeutics expertise;
- Medical marijuana growing and dispensary expertise;
- Security and public safety expertise; and
- Experience in successful team and company building.

Under the direction of its management team, Care.Connect aspires to be at the forefron]

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. If there are no corporate 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

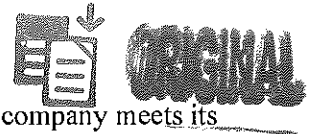
1.7 Attach any amendments to the corporation's articles of organization made since August 22, 2013, and explain in the text box the reason(s) for the amendments. If the articles have not been amended, indicate N/A in the text box and on the exhibit.

[Changes to Care.Connect's articles of organizations have been limited to changes to the board and changes to the company officers.

Changes include adding:

- Brian Hubbard, Director of the Therapeutics Projects Group at the Broad Institute of MIT and Harvard
- Tom Rapone, former Secretary of Public Safety at State of Massachusetts, Commissioner Department of Corrections at State of Massachusetts, and member of Care.Connect's Executive Management Team
- Julie Feola, Registered Medical Marijuana Caregiver in Rhode Island

Kristina Terzieva has resigned from the board.



Changes reflect the company's effort to recruit a compelling board of directors to help the company meet its goals of:

- Offering qualified patients easy and secure access to medical marijuana;
- Leveraging existing relationships in the health care industry, particularly with area hospitals, to maximize Care.Connect's brand awareness and therefore patients' awareness of and access to its products; and
- Implementing development initiatives to provide patients, the Department of Public Health ("Department"), doctors and caregivers with reliable information on medical marijuana.

Please note that Amendments were filed on November 20, 2013 (see attached documentation from Commonwealth of Massachusetts Secretary of State website); however, the Secretary of State has not updated our publicly available file to reflect these changes yet. Care.Connect expects this to occur in several business days.]

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

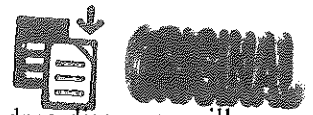
2.1 Provide a list of the applicant's **Executive Management Team** (as defined above) including each person's name, business address, email, and role within the organization.

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.

[Johan Pontin

Johan has spent the last 20 years focusing on building and growing successful businesses in the U.S. and in Europe. Johan has been involved in launching over 20 companies, functioning as either an entrepreneur or founder, and serving on either the management team or on the board. In two, cases the companies have gone public. In 10 cases, the companies were acquired. Johan is currently serving as the Chairman and CEO of Emerald Bio, where he also is the single largest shareholder. Emerald Bio is a world-leading, structure guided drug discovery solutions provider, focused on enabling novel drug discovery. During Johan's leadership Emerald Bio has tripled its revenues with a 10% profit margin. Johan has a solid track record with running a profitable business in high growth environments. Johan also serves as a Board Overseer at the Museum of Science in Boston as well as a trustee of the Novack Family Charitable Foundation supporting among others the Franciscan Hospital for Children in Brighton, MA. Johan's experience in working in both



public company, private company and non-for profit settings and his experience in life science and drug discovery will provide for strong leadership in building Care Connect to become a leader in the medical marijuana industry.

Chris Tauer has served as CFO and secretary to the board of Emerald Bio since 2009. Key experiences that exemplify Chris' experience as a competent CFO are listed below:

- Organized and completed a sale leaseback of our Woodridge Illinois facility for \$25m, netting the company over \$18m in proceeds (deCODE)
- Structured and implemented a cost reduction program to reduce overall corporate costs by \$20m (deCODE)
- Managed US companies 404 certification compliance (deCODE)
- Managed US companies 404 audit with Companies Auditors (Deloitte) and outside consulting firms (deCODE)
- Member of the Corporate Internal Control Committee (deCODE)
- Responsible for all US Treasury Management functions (deCODE)
- Lead accountant on the development of the companies S-1 Prospectus for the Initial Public Offering in 2000 (MCLS)
- Actively participated in MediChem's Initial Public Offering which resulted in a \$50 million dollar capital raise in a turbulent market (MCLS) Final Life Science IPO of 2000.
- Negotiated \$2.5 million in lease agreements for office furniture relating to the construction of the Companies new headquarters in 2000 (MCLS)
- Project Accountant for the construction of the Companies new \$23 million headquarters in Woodridge, Il. (MCLS)
- Assisted in the purchase accounting for the May 2000 acquisitions of ThermoGen, Inc. & Emerald BioStructures, Inc. (MCLS)

Christopher Borde has been running his own for-profit investment bank since 2003 which focuses on the media and entertainment industry. The company has consistently generated turnover in excess of \$750,000 in cash per year since its inception. Christopher has developed a client base of some of the largest media and entertainment firms and commercial banks in the United States and across Europe.

Christopher also runs a for profit rights holding company which acquires, owns and exploits film properties. The company is currently producing a new animation series based on one of its intellectual properties to be aired on Adult Swim starting September 2014.

Christopher also founded and launched a kids' channel in partnership with NBC Universal. The channel is currently airing in over 90 countries worldwide.

Via his business experience, Christopher has developed substantial experience in launching new businesses, managing staff, maintaining and nurturing a client base, and meeting reporting and compliance obligations.

Christopher has shown the ability to successfully plan for volatile changes in the economic environment by launching in 2003 a financial restructuring practice to counter-balance his M&A and strategic planning mandates.

Through his corporate finance work, Christopher has developed substantial expertise in financial theory, accounting principles and corporate governance. Christopher has shown a unique ability to work under pressure and run processes.

Tom Rapone served as President/ED and COO of Civigenics Inc/ Spectrum Health Services Inc, a Massachusetts-based Correctional Services Group that provides prison management and addiction services on a national level. As ED of



Civigenics Inc, Tom was responsible for providing both healthcare and addiction services to a large correctional population.

Tom served as a Cabinet Secretary to Governor William F. Weld. He was appointed Secretary of Public Safety for the State of Massachusetts by the Governor, with the responsibility to oversee and manage 18 Criminal Justice and Law enforcement Agencies. Additionally, Tom was responsible for over 4,000 employees and budgets over \$ 450 million.

Tom has also served as Commissioner of Corrections for the State of Massachusetts. In this role, he was responsible for budgets in excess of \$250 million, and over 2000 employees.

Tom was also a United States Marshal for the Eastern district of Pennsylvania, managing over 200 employees responsible for various Federal Law enforcement functions across a large Federal District.

In all of his roles in both the Private and Government sector, Tom was required by Law and regulation to respond to all inspections, reviews, court orders and all other official inquiries directed to his agencies.

Julie Feola was instrumental in founding Hull Seaside Animal Rescue (HSAR), a 501(c) organization, in Hull, MA. HSAR Hull Seaside was founded in December 1999 in response to the large number of homeless cats in the town of Hull. HSAR started as an active trap/neuter/release (TNR) program to address the large feral cat colonies in the community, and has served hundreds of animals since. Cats identified as abandoned and friendly were taken to foster homes to await adoption. Those that were wild (feral) were released and monitored by area volunteers. While serving as the President for three years, Julie fostered community outreach, implemented the requirements of a 501(c) organization, set up a board of directors and developed open-meeting protocol based on Robert's Rules of Order, petitioned local and county officials for support and buy-in for HSAR's community efforts. Julie successfully wrote a grant application that raised initial start-up funding in the amount of \$50,000 for HSAR. This experience has provided Julie with a deep understanding of corporate governance of a non-profit organization and of the obligations a non-profit has towards the community.]

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.

[Johan Pontin has been involved in the healthcare industry for 20 years first as a management consultant at Coopers & Lybrand serving clients such as Partners Healthcare. As a venture capital investor Johan was actively investing and serving on company boards of companies developing novel drug therapeutics. In Johan's role as Chairman and CEO of Emerald Bio Johan is actively involved in advising and servicing clients developing novel drug therapeutics. Through his role as trustee of the Novack Family Foundation, Johan has been involved in funding and developing a day care center at Unit 1 mental care ward at the Franciscan Hospital for Children. Johan's experience has all been aimed at either directly or indirectly improving upon patient care that ultimately aims at improving human health which are essential skill sets to help drive Care Connect's Vision and Mission.

Chris Tauer participated in the development of the diagnostic practice at deCODE genetics. This included the setup of the overall process and workflow of data management, sample management and compliance with all HIPAA regulations for financial and operating processes.

Julie Feola is a state-registered medical marijuana caregiver in Rhode Island. Since 2010, adhering to the provisions in The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, she has managed a perpetual cultivation site that produces between 1-2 pounds of medical marijuana on a weekly basis for her patients. She has harvested over 157 fourteen-week growing cycles of medical marijuana. Over the years, she has developed substantial

knowledge of the properties of various medical marijuana strains and has helped fellow patients understand different health effects of utilizing these strains. Julie has also provided patient education concerning various methods of use.

As a caregiver, she understands the importance of safe medicine and works regularly with Know Your Grow & Herbal Synergy LLC laboratories to test the medicine and Marijuana Infused Products (“MIPs”) she produces. She has experience helping new patients in the program and maintains caregiver relationship longevity, via offering strain diversity and producing customized MIPs. Julie provides access for multiple medical marijuana patients with various diseases and health conditions such as: various forms of cancer affecting different areas of the body, neuropathy, psoriasis, psoriatic arthritis, osteo and rheumatoid arthritis, migraine headaches, spinal injuries resulting in paralysis, amyotrophic lateral sclerosis (ALS or Lou Gehrig's Disease), Multiple sclerosis (MS), Crohn's disease, irritable bowel syndrome and radiculopathy.

As a caregiver, Julie has fostered good relationships with local law enforcement and state officials. At the request of the Vice Chairman of the Rhode Island Economic Development Committee, a role appointed by the Governor of Rhode Island, she attended and spoke with the Governor regarding the economic potential of the industry. As a compassionate activist and caregiver, she has attended state house hearings in Rhode Island and Massachusetts concerning medical marijuana patient’s rights regarding safe access, privacy, and medical marijuana education.

Julie Feola attended Oaksterdam University, a medical marijuana industry training institution, in 2010. Curriculum included Methods of Ingestion, Horticulture, Science of Cannabis, Patient Relations, Dispensary Operations, and Procurement & Allocation.

Thomas Rapone

As Commissioner of Corrections for the State of Massachusetts Tom Rapone was responsible for the full privatization of medical services delivery to the Department of Corrections State wide. Tom Rapone has also served as a senior manager to Prison Health Services a Company providing medical services nationally to Correctional Institutions.

Christopher Borde N/A

Kristina Terzieva N/A

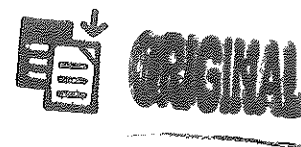
]

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.

[Johan Pontin has been in management positions for the last 15 years, running financially sound business. Between 2000 and 2009 Johan served as the Managing Founding Partner for an early-stage venture capital firm, where his team generated 40% annual returns for their investors during a 9 year period. During his tenure as Chairman and CEO of Emerald Bio, the company has grown its commercial revenue over 300% during a 4 year period, with a profit margin in excess of 10%.

Chris Tauer is responsible for the corporate planning process, which includes, departmental operating and capital budgets for Beryllium LLC. Total amount of budget was \$13M in revenue. He was also responsible for the corporate planning process, which includes departmental operating and capital budgets, for the worldwide organization of deCODE genetics. Total amount of budget was \$70M in revenue. Finally he was responsible for the corporate planning process, which includes, departmental operating and capital budgets for MediChem Life Sciences. Total amount of budget was \$20M in revenue.

Christopher Borde launched and has operated a financial advisory firm since 2003. The firm has been consistently cash flow positive and has never incurred any debt.



Thomas Rapone's vast public and private sector experience includes:

1.) Civigenics Inc/ Spectrum Health Services Inc-served as President/ED and COO of this Massachusetts based Correctional Services Group providing prison management and addiction services on a national level

2.) As ED of Civigenics Inc was responsible for providing both healthcare and addiction services to a large correctional population.

3.) Cabinet Secretary- appointed Secretary of Public Safety for the State of Massachusetts by Governor William F. Weld with responsibility to oversee and manage 18 Criminal Justice and Law enforcement Agencies. Responsible for over 4000 employees and Budgets over \$ 450 million.

Tom served as Commissioner of Corrections for the State of Massachusetts and in that role was responsible for budgets in excess of \$250 million with over 2000 employees In addition, he served as United States Marshal for the Eastern district of Pennsylvania and in that role managed over 200 employees responsible for various Federal Law enforcement functions across a large Federal District.

In all of his roles in both the Private and Government sector, Tom was required by Law and regulation to respond to all Inspections, reviews ,court orders and all other official inquiries directed to his agencies.

Julie Feola has been a caregiver and runs a cultivation site overseeing a small scale, vertically-integrated cultivation and care-giving operation. To provide weekly access to multiple patients, she maintains functions of cultivation database tracking, inventory supply tracking, garden planning and forecasting and safe waste removal, while directing other registered caregiver garden volunteers in cultivation tasks.

She has trained others in the areas of compassionate care and cultivation. She is experienced in responsibly producing MIPs including, topicals, tinctures, extracts and baked goods that are specifically dosed and lab tested.

Kristina Terzieva has been responsible for reaching specific annual financial goals set by leadership since 2009. She has been actively involved in setting up and managing annual budgets of up to \$1.2 million.]

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.

[Johan Pontin

In November of 2009 Johan bought out Emerald Bio from deCode Genetics. Emerald Bio was financially distressed and was in the need of total recapitalization and strategic redirection. Johan and his team successfully turned the company around and recapitalized the company that is now financially sound with profit margins in excess of 10%.



Chris Tauer facilitated a sale of the Emerald Assets to Beryllium from deCODE (MCLS) prior to a pending bankruptcy saving 60 jobs. Involved in the sale of MediChem Life Sciences, Inc. to deCODE genetics in March 2002.

Christopher Borde has had substantial experience working with companies in difficulty, having advised various stakeholders in six restructurings over the last five years. Christopher's clients are often major U.S. and European banks and mandates typically see Christopher Borde enforcing on his clients' security and looking after their interests in the target company.

This activity has led Christopher to insert himself many times in a company's management to develop short term business strategies, which dramatically reduce costs while maintaining a company's going concern. This has given Christopher the experience to work under extreme pressure, focus on getting immediate results and effectuate dramatic turnarounds.

Thomas Rapone N/A

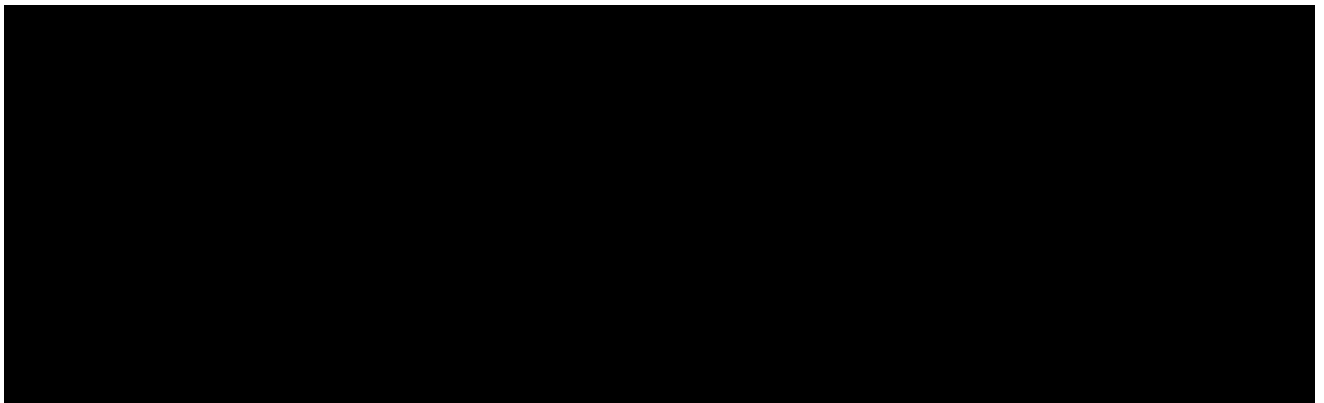
Julie Feola N/A

Kristina Terzieva N/A

]

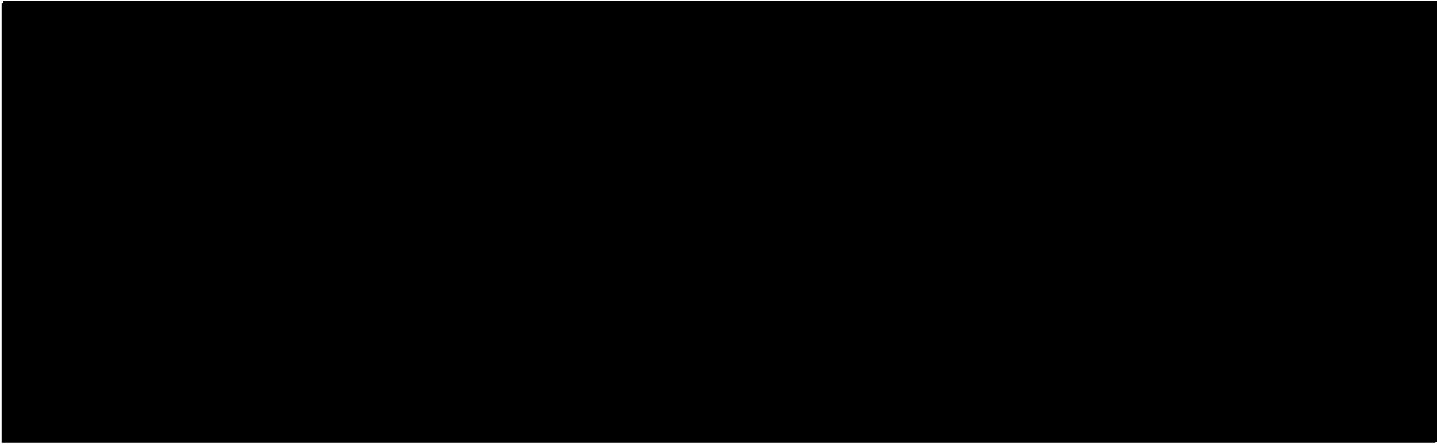
3. Applicant's Evidence of Suitability

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

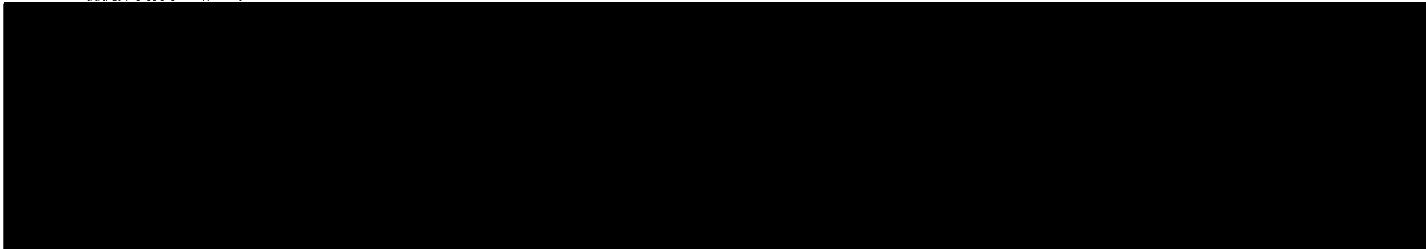




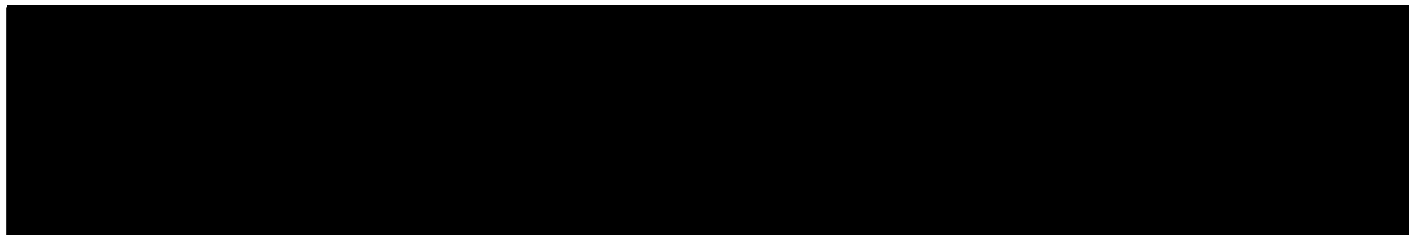
3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board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



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

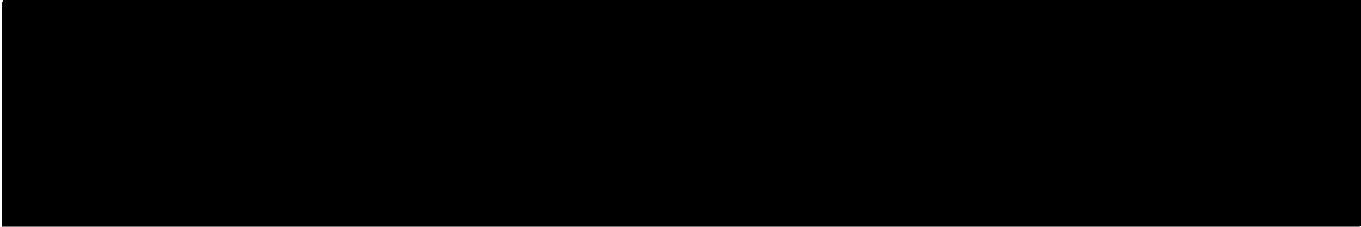


3.4 Indicate and describe whether any member of the **Executive Management Team or Board of Directors, including Board Officers**, has been the subject of any past discipline, or a pending disciplinary action or unresolved complaint, by the Commonwealth, or a like action or complaint by another state,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



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





4. Applicant's Evidence of Financial Condition

4.1 Provide a one-page statement in the name of the applicant's non-profit corporation 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).

Proof of liquid funds in an account in the name of the corporation 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.

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.

[There are five main components to Capex costs which include:

- Site build-out
- Cultivation equipment
- Computer equipment
- Security equipment
- Kitchen Equipment

Care.Connect has worked closely with a number of service providers to estimate Capex requirements for the launch of the Company. Service providers include:

- Shepherd-PMC, a construction management and general contracting services company based in Winthrop. Based on their visit of the site and based on working closely with Care.Connect's management, Shepherd-PMC has provided estimates shown on exhibit 4.3 attached. Their estimates include a detailed breakdown including:
 - o General Requirements (supervision, project management, design and engineering allowance etc.)
 - o Site work (landscaping, power washing, crane and rigging, demolition)
 - o Concrete (trenching)
 - o Metals (miscellaneous structural improvement for rooftop generator)
 - o Thermal and Moisture (exhaust fans penetration, roof top curbs, venting, generator curb)
 - o Doors and Windows (steel double doors)
 - o Finishes (gypsum system, paint, finish carpentry)
 - o Specialties (shelving system and bathroom specialties)
 - o Equipment (commercial kitchen)
 - o Mechanical (plumbing, mechanical)
 - o Electrical (transformer, generator, site lighting, fire alarm, electrical service and distribution etc.)

- Stanley Convergent Security Solutions. Stanley Black & Decker is the worldwide leader in the manufacturing of professional tools, industrial hardware and security solutions. Their estimate includes:

- o A full equipment breakdown in compliance with requirements in section 105 CMR 725.110

Tekserv, a consumer electronics and information technology consulting business which has grown from the largest single-location Apple specialist in the United States. Tekserv has provided a detailed quote broken down to address the computing and tracking needs of the cultivation staff, the packaging staff and field staff. Quote also includes installation and training and all networking needs.

- Cultivation equipment needs and costs estimates are provided by Care.Connect’s Chief Cultivation Officer based on her three year experience in cultivating medical marijuana and with the support of Hydroponics Inc., Care.Connect advisors who have been growing tomatoes and other vegetables in Massachusetts using hydroponic methods since 1997 and currently cultivate over 1.6 million pounds of produce each. Equipment Estimates covers grow lighting (ballast, bulbs and hoods), ventilation (fans), drain trays and environmental controls.

Care.Connect estimates a total \$889,645 will be spent on Capex to launch the platform.]

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.

[Revenue

Care.Connect assumes medical marijuana patients at one percent of the Suffolk County population. The Care.Connect penetration rate was based on the weighted average of the penetration rates achieved in all states where medical marijuana is currently legal.

Care.Connect assumed that Massachusetts would achieve estimated penetration levels over a period of 5 years.

Care.Connect then assumes the DPH will only issue two licenses in Suffolk County and the market in Suffolk County will be split evenly between Care.Connect and the other licensee.

Finally Care.Connect assumes that the number of patients it will cover in the first year will ramp up progressively from month-to-month with estimated year-1 run rates only being achieved by the 12th month.

Care.Connect assumes that average patients will order an ounce per month and each transaction will be for an average quarter-of-an-ounce. Care.Connect assumes that the average quarter-of-an-ounce will sell for \$80.

For each delivery Care.Connect will charge a \$10 delivery fee.

Care.Connect estimates hardship patients at 8% of marijuana sales. No delivery fee is charged to hardship patients.

Care.Connect will also be selling supplies for ingesting or smoking medical marijuana (“Supplies”) including vaporizers. Care.Connect estimates Supplies sales will equal 10 percent of medical marijuana sales.

Costs



Care.Connect salaries cover a total 21 full-time employees including six Executive Management Team members (including the CCO), 12 drivers and dispatchers and three junior growers.

Care.Connect will be using a number of consultants and estimates total costs for consultants at \$80,000 per year.

Supplies costs are estimated at 50% of the retail price and office expense are based on standard expectations for businesses of comparable size.

Utility costs were estimated by comparing costs achieved by the CCO on its existing cultivation site in Rhode Island and grossed up to match Care.Connect's estimated production levels.

Insurance was determined following conversations with insurance brokers who quoted that typical insurance rates will be approximately equal 1 to 2 percent of the first year's revenue.

Amortization and depreciation was determined on straight line basis with length of the depreciation and amortization rate changing depending on the expected time the asset will be used.

Care.Connect assumes that funding will be in the form of a loan and such funding will be charged an annual rate of 15% given the risk associated with Care.Connect.

Leasehold expenses were determined based on quotes provided to us by the landlord of the contemplated site.

Care.Connect does not expect any bad debt as it will not sell medical marijuana on credit.]

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.

[Care.Connect assumes medical marijuana patient penetration rates at one percent of the Suffolk County's population.

Care.Connect assumes the 1 percent penetration rate will be achieved over 5 years. With year 1 penetration rate at 0.2% of the population and year 2 penetration rate at 0.4% so on.

Therefore, assuming only two licenses are issued Care.Connect assumes it will service 289 patients by the end of year 1, 578 patients by the end of year 2 and 866 at the end of year 3. If the DPH awards more than 2 licenses, Care.Connect assumes that each licensee will initially take equal market share.

Care.Connect estimates that each patient will consume on average one ounce of medical marijuana per month and therefore estimates it will be selling 18lbs per month by month 12, 36lbs per month by month 24 and 54lbs by month 36.

Total medical marijuana sales for year one are estimated at 117lbs, year 2 at 334lbs and year 3 at 551lbs.

In planning for the cultivation space, Care.Connect has secured space which should allow the company to meet demand up until year two. However, Care.Connect has selected a location for its RMD and cultivation site where there is a constant supply of vacant space and can easily scale up its cultivation operations to meet demand.

Care.Connect anticipates substantial losses in the first year as it ramps up its business activity. The primary reason for such loss is the need to set up initially an infrastructure to support the need for anticipated future demand while generating limited revenue. However, with projected revenues growing at a substantial greater rate than costs,

Care.Connect is expected to show a substantially smaller loss in its second year of operation and positive earnings by the end of year 3.

After the first year, the main growth of costs comes from staffing costs, nutrients for the plants and an increase in utility costs.

Care.Connect will employ a total 21 in its first year and will increase staff to 29 and 35 in year 2 and 3 respectively. Most staff increases will come from adding junior staff to the cultivation team and additional agents to the Driving Team.

Despite its non-profit status, Care.Connect will have to pay federal taxes under Section 280E of the IRS tax code which disallows "deductions incurred in the trade or business of trafficking in controlled substances." However under unified capitalization rules one is able to deduct cost of goods sold to achieve net taxable revenue.

Cost of goods sold includes all costs associated with the manufacturing of marijuana and the management of marijuana inventory.

We believe all of our activities except for those relating to delivery can be deducted as costs of goods sold when determining federal tax obligations.

Given the anticipated level costs compared to revenue in the first and second year, Care.Connect does not expect having to pay any taxes on the first two years of operation. However, Care.Connect believes it will start paying federal taxes estimated at c. \$650,000 by year three.

Taxes are expected to be paid three months after the fiscal year-end and therefore will not impact year three cash flows (although the impact will be reflected soon thereafter).]

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).

[MA Care.Connect has selected a quote for a policy offered to medical marijuana businesses by Lloyd's of London. Lloyd's of London has offered MA Care.Connect both General Liability and Product Liability coverages at the limits specified by the Department of Public Health. Deductibles on this policy are: Liability \$0; Property \$2500 (\$5000 for MIPS Product Liability policies). MA Care.Connect's policies have strict underwriting criteria to prevent loss by either theft or diversion, and in many aspects mirror DPH requirements such as those found in 725.110 (A): "security measures to deter and prevent unauthorized entrance into areas containing marijuana." For example, one operational

[REDACTED]

[REDACTED]

Taken altogether, the general and product liability coverages MA Care.Connect will obtain, upon being awarded a license to operate, meet or exceed DPH requirements.]

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 dispensary site will be located on:

440 McClellan Highway, Boston, MA 02128.]

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 cultivation site will be located on:

440 McClellan Highway, Boston, MA 02128.]

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 cultivation site will be located on:

440 McClellan Highway, Boston, MA 02128.]

Evidence of interest attached as exhibit 5.3

5.4 Describe efforts to obtain assurances of support or non-opposition from the local municipality(ies) in which the applicant intends to locate a dispensary, cultivation site, and/or processing site and indicate whether the municipality expressed any opposition. If the sites are in different municipalities, provide information related to each community. If available, include a demonstration of support or non-opposition furnished by the local municipality, by attaching one or more of the following:

- A letter from the Chief Administrative Officer, as appropriate, for the desired municipality, indicating support or non-opposition;¹
- A letter indicating support or non-opposition by the City Council, Board of Aldermen, or Board of Selectmen for the desired municipality; or
- A letter indicating support or non-opposition by the Board of Health in the desired municipality.

[MA Care.Connect has receive a letter of support from Boston City Councilor Sal LaMattina, the neighborhood's district leader, and has notified the Honorable Thomas M. Menino, Mayor of Boston, the Honorable Steve W. Tompkins, Suffolk County Sheriff, the Honorable Edward F. Davis, Boston Police Commissioner, and the Honorable Marie St. Fleur, Chief of Intergovernmental Relations for the City of Boston, and received no objectionable response.]

¹ Chief Administrative Officer is the Mayor, Town Manager, Town Administrator, or other municipal office designated to be the chief administrative officer under the provisions of a local charter.

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.

[Care.Connect's proposed location, as described herein under 5.1 and 5.2, is compliant with state-level requirements relative to codes, ordinances and zoning.

The City of Boston, through the Boston Public Health Commission, has proposed plans to enact "A Regulation to Ensure Safe Access to Medical Marijuana in the City of Boston." Therefore, in addition to state regulatory compliance, Care.Connect acknowledges that it will be subject to Boston's local codes, ordinances, zoning and bylaws. Care.Connect and its agents have been in discussions with the Boston Public Health Commission regarding these proposed regulations.

If the Department awards an RMD license to Care.Connect, we will work proactively and collaboratively with the Boston Public Health Commission, the Boston Redevelopment Authority, the City of Boston's Law Department, the new Mayoral Administration, the Boston Police Chief and East Boston Precinct Captain, and the East Boston District City Councilor to meet or exceed all local requirements and development objectives.

To that end, Care.Connect commits to the following:

- Obtaining an Operating Permit and permits for dispensary agents from the Boston Public Health Commission;
- Ensuring that the RMD is not within a radius of five hundred feet of a school, daycare center, or any facility in which children commonly congregate;
- Submitting a security plan for review to the Boston Public Health Commission detailing all security measures taken to ensure patient and community safety and eliminate unauthorized access to the premises;
- Committing to the City of Boston's desires for responsible hours of operation;
- Holding an annual community meeting to provide abutters and community residents with an opportunity to comment on the RMD's operating practices, policies and plans;
- Developing a secure patient or personal caregiver home delivery system that serves every address within Suffolk County and provides patients or personal caregivers home delivery service to any patient or personal caregiver residing in Suffolk County who suffers a physical incapacity to access transportation as described by 105 CMR 725.035(A)(2);
- Submitting a plan for review to the Boston Public Health Commission detailing its plans to provide reduced cost or free marijuana to patients with documented verified financial hardship as required by 105 CMR 725.100(A)(6);
- Working with the City to consider the feasibility and effectiveness of an additional location that is designed for neither cultivation, nor dispensary of medical marijuana, however, could serve as a physical address for prospective patients to obtain medical marijuana education and new patient registration for MA Care.Connect. This address could be more centrally located in the City of Boston to achieve the City's and Department's goals of patient access; and
- Offering educational materials to be distributed, which may include a "patients' bill of rights," a document that we commit to developing with the Boston Public Health Commission and the Department of Public Health, along with information on addiction and treatment resources.]

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.

[Although Care.Connect firmly believed that East Boston was an ideal location for a Suffolk County RMD from a business and operations standpoint, we did not even commence a property search until first contacting Boston City Councilor Sal LaMattina, the neighborhood's district leader.

We expressed our genuine view that no one knows a neighborhood like its local elected officials, and therefore Care.Connect wanted to develop a relationship and partnership with local stakeholders. That is Care.Connect's business philosophy and one that it will pursue, if selected by the Department.

To that end, Care.Connect will take a strategic approach to meaningful participation in the neighborhood. Care.Connect has learned through its discussions with local government officials that this is best achieved through active involvement in a limited number of key community groups.

In addition to a commitment to charitable giving to these groups, Care.Connect commits to memberships, boards of director involvement and meeting participation, where applicable.

To date, Care.Connect has identified the following target list for participation:

- Orient Heights Neighborhood Council/Eastie Now! – This citizen-led group's mission is "dedicated to enhancing the visibility and efficiency of East Boston's organizations, communities and small businesses."
- East Boston Neighborhood Against Substance Abuse – This is a community-based substance abuse prevention coalition currently working with many East Boston agencies, organizations, and residents to employ environmental strategies to increase prevention measures aimed at reducing substance use/abuse and creating a healthier East Boston.
- East Boston Chamber of Commerce – This is the neighborhood's association of local businesses. The Chamber is comprised of 250 local businesses, the majority of which are in East Boston; however, the Chamber also has members from other areas of Suffolk County, including downtown Boston, Dorchester, South Boston and Winthrop.
- East Boston Neighborhood Health Center – This is a 40+ year fixture of the neighborhood, whose mission is "to provide easily accessible, affordable, appropriate, high-quality, personalized, coordinated primary care, for all who live and work in East Boston and the surrounding communities, without regard to age, income, insurance status, language, culture, or social circumstances."
- East Boston Main Streets - Since 1995, East Boston Main Streets, a public/private partnership initiative of Boston Main Streets, has focused on facilitating revitalization projects. The purpose of the organization is to build collaborative partnerships between a broad range of groups, organizations and constituents who need to be involved in East Boston's commercial district revitalization. Its Board and Staff includes local residents, business owners and City employees.

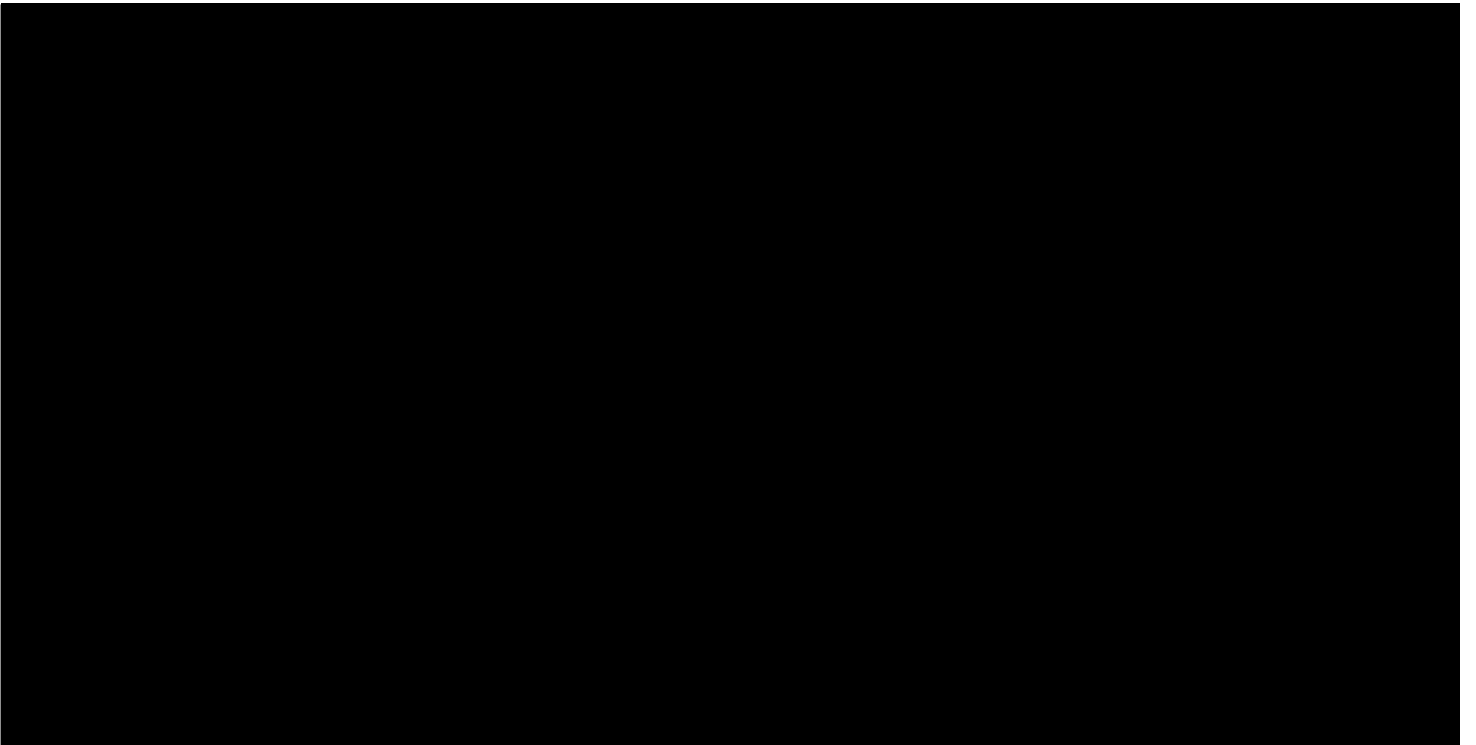
In addition to the above community and civic groups, Care.Connect is committed to working closely with several government officials/Departments to ensure that the RMD initiative—a new venture for the City of Boston and the Commonwealth as a whole—is driven by strategic vision and responsible growth and development. Care.Connect and its executive management team are committed to working with Boston City Councilor Sal LaMattina to develop a meaningful and lasting business relationship, one that reflects the values, character and goals on the East Boston community. We are open to Councilor LaMattina's suggestions to better define that relationship, including, for example, a collaborative relationship with the Orient Heights Neighborhood Council and active membership in the East Boston Chamber of Commerce. In addition, we intend to work closely with Councilor LaMattina to meet the Boston Public Health Commission's regulations regarding annual community meetings on operating practice, policies and plans, as well as on the development of a "patient bill of rights" document. As described under 5.6, if the Department awards an RMD

license to Care.Connect, it will work proactively and collaboratively with the Boston Public Health Commission, the Boston Redevelopment Authority, the City of Boston's Law Department, the new Mayoral Administration, the Boston Police Chief and East Boston Precinct Captain, the East Boston District City Councilor and state legislative leaders from the area.]

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.

[Staffing can be broken down into three categories:

Senior management and oversight: Includes Executive Director (“ED”), Chief Operating Officer (“COO”), Chief Financial Officer (“CFO”), Chief Security Officer (“CSO”), Chief Inventory Officer (“CIO”) and bookkeeping functions.

The ED is responsible for working with the board to develop corporate strategies, for overseeing the implementation of those strategies and acting as the main point of communication between the board of directors and Care.Connect staff.

The COO is responsible for working with the board to develop corporate strategies, for working with company staff to implement those strategies, for reporting back to ED and board on progress and making adjustments, as may be required.

The CFO is responsible for managing Care.Connect’s finances. He will be responsible for financial planning and record-keeping and will report to the ED, COO and to the board of directors. The CFO supervises the bookkeepers and will work on all strategic and tactical matters as they relate to budget management, cost benefit analysis, forecasting needs and the securing of new funding.

The CSO is responsible for developing security plans, insuring the company and its staff is compliant, and regularly assesses the integrity of the company’s security plan and make adjustments as may be required. The CSO will also oversee staff training compliance, maintain continued contact with the Department on security issues and address any concerns raised by the Department, community leaders or local law enforcement.

The CIO is responsible for overseeing the proper implementation of Care.Connect’s inventory tracking policy, for making sure that inventory is properly stored and any waste properly disposed of. The CIO will attend the introduction of each new seedling to Company’s inventory, making sure it has been tagged and properly recorded in Care.Connect’s inventory database. The CIO will track the progress of the seed through the cultivation process, including oversight of all testing.

Cultivation staff:

The Cultivation Manager will report to the Cultivation Directors. Responsibilities will include overseeing the day-to-day functions of the operation including, but not limited to, employee scheduling & performance management, supply tracking, cultivation management system (CMS) reporting, waste reporting, propagation, transplanting, watering, pest & disease identification/management, harvesting, environment control, packaging & labeling. Qualifications include:



A degree in Horticulture and experience in garden management is preferred. On the job experience will be considered in lieu of a degree.

The Cultivation Assistant will report directly to, and work closely with, the Cultivation Manager to help with all tasks associated with maintaining the overall health of all plants. Responsibilities will include propagation, transplanting, watering, pest & disease control, applying foliar sprays, harvesting/trimming, supply tracking, recycling and tracking coco medium, recording garden activities in CMS, and maintaining overall cleanliness and organization. Qualifications include: Solid problem-solving skills, attention to detail over long timeframes, ability to multi-task in a fast-paced environment, ability to perform manual labor and lift at least 50 pounds, prior horticultural experience a plus

The Grow Room Production Assistants will report to the Cultivation Manager and will be responsible for trimming, packaging & labeling, and general garden tasks including, watering, changing bulbs, recycling the coco medium, cleaning grow bags & other equipment, updating the CMS, and maintaining overall garden hygiene.

The MIP Production Assistant will process harvested medical marijuana in accordance with Code 105 CMR 500.000: Good Manufacturing Practices for Food. Responsibilities will include ordering & tracking supplies such as food-grade oils, butters, glycerin, and other materials utilized in the production of MIPS. The MIP Production Assistant will ensure proper labeling, storage, and disposal. He/She will maintain batch logs and track all MIP production in the CMS.

Dispensary Staff: Dispensary staff will include the dispatcher (“Dispatcher”) and the Care.Connect delivery teams (“Delivery Teams”).

The Dispatcher will be responsible for taking phone and online orders, entering such orders into the Care.Connect inventory system and dispatching drivers to fulfill orders. The Dispatcher will track the Delivery Teams’ progress and keep patients updated on the status of their delivery. Dispatcher will at no time have any access to any inventory.

Each Care.Connect Delivery Team will be staffed with two Care.Connect agents. One agent will have substantial security experience (“Security Agent”) and will be responsible for driving the unmarked delivery van and making sure all Care.Connect security protocols are being followed in accordance with 105 CMR 725.110(E). The Security Agent will also remain with the Care.Connect van while the other delivery agent (“Sales Agent”) makes the delivery to the patient.

The Patient Advocates will be responsible for fulfilling the medical marijuana order and collecting payment.

The Patient Advocates will use a Care.Connect PDA to record, among other things, the patient’s medical marijuana card number, information regarding an additional photo ID, the amount of medical marijuana purchased and the price paid.]

RMD staffing plan 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.

[Care.Connect shall ensure each person employed by the firm will meet all applicable state and federal legal requirements. After the initial job application is completed, Care.Connect will request the applicant’s permission to access his/her CORI information by receiving from the applicant a signed CORI Acknowledgment Form for Employment and Housing, verify the applicant’s identity and certify under oath that the reason for the CORI request is to evaluate a current or potential employee.

If Care.Connect asks the applicant about his/her CORI or decides not to hire the applicant based on the CORI, Care.Connect will provide applicant a copy of the CORI report and provide the applicant a chance to fix any mistakes in the report.

In addition, each contract employee shall meet the following requirements:

- All employees shall be a minimum of 21 years of age;
- On his/her anniversary date, complete a CORI check; and



- Have not been convicted of a felony drug offense in the Commonwealth, or a like violation of the laws of another state, the United States or a military, territorial, or Indian tribal authority.

Dispatcher:

Dispatcher will coordinate all transportation services including scheduling and dispatching of drivers via a 2-way radio system. Dispatcher will promptly respond to telephone and online orders, and assign orders to Delivery Teams based on their coverage area. Dispatcher is also responsible for tracking Delivery Teams and when required provide patients with delivery updates.

Qualifications include: Experience as a dispatcher with good computer and telephone skills, organized and able to prioritize quickly, mature, responsible, professional, customer-oriented with excellent communication skills.

Junior Grow staff:

Cultivation Assistant

The Cultivation Assistant will report directly to, and work closely with, the Cultivation Manager to help with all tasks associated with maintaining the overall health of all plants. Responsibilities include propagation, transplanting, watering, pest & disease control, applying foliar sprays, harvesting/trimming, supply tracking, recycling and tracking coco medium, recording garden activities in CMS, and maintaining overall cleanliness and organization.

Qualifications include: Solid problem-solving skills, attention to detail over long timeframes, ability to multi-task in a fast-paced environment, ability to perform manual labor and lift at least 50 pounds, prior horticultural experience a plus.

Grow Room Production Assistants

The Grow Room Production Assistants will report to the Cultivation Manager and will be responsible for trimming, packaging & labeling, and general garden tasks including, watering, changing bulbs, recycling the coco medium, cleaning grow bags & other equipment, updating the CMS, and maintaining overall garden hygiene.

Delivery Team:

Security Agent

Security Agent will operate the vehicle to assure safe and secure transportation of Agent and Care.Connect inventory to and from various destinations. Security Agent will make sure that all security protocols in accordance with 105 CMR 725.110(E) are being followed during the delivery shifts, and will assess the surroundings before the Patient Advocate leaves the van to make a delivery. He/she will also be required to maintain travel logs as described in Question 7.8. Following a sale, the Security Agent will check that the transaction has been properly recorded in the Care.Connect database.

Qualifications include: at least one-year of experience as a law enforcement employee, military policeman or security employee, ability to deal effectively with others, ability to operate a van or small bus, have a valid driver's license issued by the Massachusetts Department of Motor Vehicles, have a clean driving record, obtain a CDL (commercial driver license), if necessary, ability to certify in special needs assistance training, defensive driver training, CPR, and first aid, must take and successfully pass a pre-employment drug test, as well as at random, reasonable suspicion, and post-accident drug and alcohol tests.

Patient Advocate



Patient Advocates are responsible for selling medical marijuana to patients. The Patient Advocate will need to ensure each customer receives outstanding service by providing a positive and friendly customer service. This includes greeting and acknowledging customers, maintaining solid product knowledge, and having a high level of professionalism.

The Patient Advocate will be required to check and record the patient's medical marijuana card, get a photo ID and confirm that the patient's order does not exceed the allowed amounts as described in section 105 CMR 725.105(F) (1) and (2).

Qualifications include: At least one-year of general experience that demonstrates ability to deal tactfully with clients, ability to interpret rules and regulations, detailed written orders, training instructions and materials, must exercise good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities. Patient Advocates must maintain poise and self-control during situations that involve mental stress.

Patient Advocates must understand the differences between various strains provided by Care.Connect. The Patient Advocate must be well versed in the use of marijuana and be able to educate the patient on various forms and routes of administration. Care.Connect's hiring strategy will focus on assembling a pool of Patient Advocates with a proficiency in different languages.]

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.

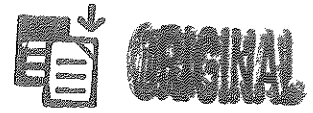
[Care.Connect requires a workplace absent of sexual/unlawful harassment and employment discrimination. Qualified personnel is recruited, selected and employed, consistent with existing bona fide occupational qualifications, and without regard to race, color, sex, sexual orientation, religion, national origin, age, disability, veteran status, marital status, pregnancy status or political affiliation.

Care.Connect has been diligent in determining its proposed salary and benefits package for its employees will be competitive with current market rates.

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, the employee may be eligible to enjoy other benefits that will enhance his/her job satisfaction. Care.Connect will invest significantly in a good benefits program for its employees. This not only promotes the enduring loyalty of skilled employees, but also it helps attract talented newcomers who can help Care.Connect grow.

Care.Connect will periodically review the benefits program and will make modifications as appropriate to the company's condition. Some of the benefits Care.Connect will provide to eligible employees each year include:

- Health Care/Hospitalization Insurance
- 401(k) Retirement Plan
- Group Term Life Insurance (\$50,000) including accidental death
- Long-term Disability Coverage
- 240 Hours Paid Time Off
- Bereavement Leave
- Additional Leave (Jury, FMLA, Military)
- Social Security
- Unemployment Compensation Insurance
- Workers' Compensation Insurance
- Dental Insurance (Voluntary)



- Vision Insurance (Voluntary)
- Short Term Disability (Voluntary)

Full-time employees (scheduled 30 or more hours per week) will enjoy all of the benefits as soon as they meet the eligibility requirements for each particular benefit.

Part-time employees will enjoy participation in the 401(k) plan after meeting eligibility requirements, provided that they meet the minimum requirements set forth by law and in the benefit plan(s).

Care.Connect offers 240 hours of cumulative paid time off annually. This includes vacation, holiday, sick and personal time. Employees begin accruing paid time off immediately upon the commencement of employment, and may use their time as soon as it is accrued.]

6.4 If known at the time of submission, provide the name, and address 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.

[Care.Connect will establish a comprehensive staff development training program to ensure the personal conduct of Care.Connect employees will exemplify the highest professional and ethical standards.

Our goal is to provide superior customer service, and to accomplish this all dispensary agents must be properly trained. Dispensary agents will be instructed to perform their duties in accordance with all applicable rules, regulations, guidelines and statutes. The Care.Connect work environment will promote the interests of employee safety, efficiency, health and productivity.

Training will be planned, coordinated and supervised by a qualified individual who has received specialized training in the management of a training program.

The Care.Connect training program ("Training Program") will consider the program mission, staff roles and responsibilities. The Training Program will be reviewed annually and will address all requisite training needed by dispensary agents.

The Training Program will be constantly evaluated to ensure all organizational and employee needs are fully addressed. Training will be designed to meet the needs of each staff member and be relevant to their specific job duties and requirements.

Training will be delivered in professionally developed formats to ensure, through skill-based competency testing, employees will have the skills necessary to function competently and deliver quality service.

The Training Program will include: a training schedule, course descriptions, detailed lesson plans, which include subject matter and methods of presentation, course objectives, course evaluation criteria, and, objective examination methods to test participant proficiency.

On-the-job training will be structured to ensure learning objectives are specific, measurable, realistic and observable.

All employees shall complete assigned training as a condition of employment. Employees shall not perform duties until they have successfully completed all training commensurate with their positions.

At a minimum, Care.Connect pre-service and in-service training for dispensary agents shall include:

- Department
- The Department mission
 - Familiarization of applicable local ordinances and laws and regulations as provided by the State and the
 - Care.Connect management philosophy and goals
 - Care.Connect Policy and Procedure overview
 - Employee Standards of Conduct
 - Confidentiality
 - The Health Insurance Portability and Accountability Act (HIPAA)
 - Drug-and Alcohol-Free Workplace
 - Sexual and Other Forms of Unlawful Harassment
 - Discrimination
 - Product familiarization
 - Cultivation and distribution
 - Product labeling and analysis
 - Product classification system
 - Inventory control
 - Cleaning, sanitation and hygiene
 - Liquid waste/solid waste disposal
 - Equipment familiarization and control
 - Security and inspection procedures
 - Key and lock control
 - Emergency Plans and Procedures
 - Fires
 - Civil disturbance
 - Bomb threats
 - Natural disasters
 - Gas leaks
 - Hazardous chemicals and radiological hazards
 - Power outage
 - Adverse weather
 - Transportation
 - Pandemic
 - Cardiopulmonary resuscitation (CPR)/First Aid
 - Employee rules and regulations
 - Client rights and responsibilities
 - Cultural diversity
 - Client social/cultural awareness
 - Customer service
 - Communication skills/interpersonal relations/conflict avoidance
 - Health related emergencies-recognizing signs/symptoms and the required response
 - Client counseling/referrals to medical facilities or mental health providers
 - Pre-trip and In-trip security procedures
 - Trip emergency procedures
 - Vehicle familiarization
 - General Training Requirements

Dispensary agents shall receive sufficient training prior to entering on duty. Care.Connect's Training Employee will be responsible for administering an on-the-job training program for new employees. Senior Driving Team members will accompany new Driving Team members during on-the-job training.

On-The-Job Training

After completion of the pre-service training, employees shall receive an additional 40 hours of on-the-job training (OJT) at specific job positions. The OJT training will include:

- Authority of supervisors and organizational code of conduct
- General information and special orders
- Security systems operational procedures
- Facility self-protection plan or emergency operational procedures
- Supervisory training

All dispensary agents supervising such OJT training shall successfully complete a minimum of 40 hours of formal supervisory training provided by Care.Connect prior to assuming duties.

Care.Connect's training of supervisors will include the following management areas and will be in addition to mandatory training requirements for employees:

- Leadership Styles/Skills of Leadership/Characteristics of an Effective Leader
- Effective Delegation
- Supervisory Challenges covering:
 - o Contending with Staff Personality Types
 - o Counseling Employees
 - o Problem Solving
- Security Post Inspection Procedures
- Scheduling and Overtime Controls
- How to Administer Discipline
- Enforcing Rules & Regulations
- Techniques for Issuing Written and Verbal Orders
- Employee Performance Evaluations
- Objectivity
- Policy & Procedure
- Management by Walking Around
- Risk Management
- Interpersonal Communications
- Supervisory Ethics-Helping Employees Succeed
- Uniform Clothing, Grooming and Hygiene Standards (the importance of presenting a professional appearance-non-verbal communication)

Training Documentation

Care.Connect will submit a training forecast and lesson plans to the Department, as requested. The Training Forecast will provide date, time, and location of scheduled training and afford the Department observation/evaluation opportunity.]

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.

[If Care.Connect is awarded a license to dispense medical marijuana by the Department of Health, a strictly adhered to timeline for up-start will successfully ensure Care.Connect will be ready to dispense medicine to its patients.



Care.Connect has secured a detailed construction quote from Shepherd-PMC to build out all aspects of the RMD including; general requirements, sitework, concrete, metals, thermal & moisture protection, doors & windows, finishes, specialties, mechanical & electrical under one site which includes cultivation, processing, waste storage, curing, medicine storage and dispensing.

The proven medical marijuana industry experience of Care.Connect's cultivation team will ensure the successful the start-up of the cultivation operation.

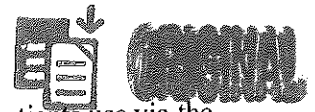
Completion of benchmarks listed the integrated timeline of construction and cultivation target dates will ensure access to medicine for Care.Connect's patients, assuming a Jan 31, 2014 award date:

Start-up period – Jan 31, 2014-May 31, 2014

Benchmark Name	Due Dates
License to Dispense Awarded	1/31/14
RMD Build out	
Complete Security install	2/3/14
Complete Processing Area	3/31/14
Complete Curing Area	3/31/14
Complete Storage/Vault Area	3/31/14
Complete Dispatch Area	5/12/14
Hire drivers	TBD
Lease security outfitted delivery vehicles	3/31/14
Implement dispensary management system	4/28/14
Order consumable supplies (packaging/labels)	4/14/14
Cultivation Build-out	
Complete Security install	2/3/14
Complete Clone/Propagation Room	2/3/14
Hire Cultivation Assistant	3/3/14
Hire Grow Room Assistant	3/3/14
Complete General Work Area	3/3/14
Complete Vegetation Room	3/3/14
Complete Flowering Room 1	3/28/14
Complete Flowering Room 2	4/25/14
Complete Waste Storage Area	6/1/14
Growing	
Acquire Seeds	2/1/14
Begin Seed Germination	2/3/14
Seedlings Moved to Vegetation Room	3/3/14
Move Vegetative Plants to Flowering Room 1	3/31/14
Move Vegetative Plants to Flowering Room 2	4/28/14
1st Harvest	5/25/14
Medicine Ready For Patients	6/1/14

QUESTION 7.2 [CHRIS] [6000 Characters]

Care.Connect has made a number of assumptions in preparing its business plan, but there is a certain level of uncertainty without the benefit of empirical data specific to the market.



The immediate focus for Care.Connect will be to start developing empirical data on its patients use via the inventory tracking database. As Care.Connect compiles data points it will be able to increase the accuracy of its forecasting and be in a better position to plan for patient needs.

Key data points will include among others will include number of patients, average amount of medical marijuana sold per transaction, average amount sold per patient per month and the average price paid per ounce acquired by patient. Care.Connect will also start tracking patient preferences and trends and start planning on how to best meet those.

Another area Care.Connect will be to track the effectiveness of its marketing outreach campaign. Care.Connect will initiate a number of marketing outreach campaigns and will actively track how effective each campaign is in identifying new patients. Care.connect will make adjustments accordingly to best focus its efforts on communication strategies which seem to best reach out to patients in need.

Care.Connect has elected to operate from a location which provides substantial opportunity to quickly scale up its cultivation activity to meet any surge in demand. It has also engaged the support of Hydroponics Inc., as a Care.Connect advisor to help with any need to quickly scale up the business. Hydroponics Inc. has been growing tomatoes and other vegetables in Massachusetts using hydroponic methods since 1997 and currently cultivate over 1.6 million pounds of produce each.]

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.

[Care.Connect has made a number of assumptions in preparing its business plan, but there is a certain level of uncertainty without the benefit of empirical data specific to the market.

The immediate focus for Care.Connect will be to start developing empirical data on its patients use via the inventory tracking database. As Care.Connect compiles data points it will be able to increase the accuracy of its forecasting and be in a better position to plan for patient needs.

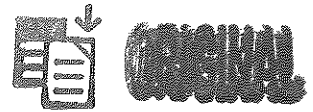
Key data points will include among others will include number of patients, average amount of medical marijuana sold per transaction, average amount sold per patient per month and the average price paid per ounce acquired by patient. Care.Connect will also start tracking patient preferences and trends and start planning on how to best meet those.

Another area Care.Connect will be to track the effectiveness of its marketing outreach campaign. Care.Connect will initiate a number of marketing outreach campaigns and will actively track how effective each campaign is in identifying new patients. Care.connect will make adjustments accordingly to best focus its efforts on communication strategies which seem to best reach out to patients in need.

Care.Connect has elected to operate from a location which provides substantial opportunity to quickly scale up its cultivation activity to meet any surge in demand. It has also engaged the support of Hydroponics Inc., as a Care.Connect advisor to help with any need to quickly scale up the business. Hydroponics Inc. has been growing tomatoes and other vegetables in Massachusetts using hydroponic methods since 1997 and currently cultivate over 1.6 million pounds of produce each.]

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.

[Julie Feola runs a perpetual medical marijuana garden that has produced weekly harvests of 1-2lbs for the last 3 years and are experienced with soil, soil-less & hydroponic growing methods utilizing organic and conventional agricultural nutrients.



Her expertise includes using feeding programs consisting of ready to use conventional nutrients, guanos, ~~compost~~ teas and organic nutrients. She currently employ a veganic coco-ponic growing method incorporating both organic and conventional disciplines resulting in producing high quality medical marijuana. A main advantage of coco fiber as a grow medium is its re-usability. In addition to being reusable, it promotes strong root formation and powerful growth, while combining the tolerance and organic nature of soil, with the feeding precision of hydroponics. Coco's ability to absorb and hold water and nutrients ensures a light waste foot print in producing quality medicine for patients.

Julie proposes employing an organic coco growing method meeting the requirements of the USDA National Organic Program. Her cultivation site will employ coco fiber medium utilizing nutrients, medium and pest/disease management approved by both the USDA National Organic Program & the Organic Materials Review Institute (OMRI). Specific cultivation processes regarding nutrient feeds, grow room pests, environmental disease will be described in detail in the RMD's cultivation & management plan.

By maintaining weekly harvests for over 3 years, Julie has gained substantial cultivation experience, relating to strain variation, environmental controls, water quality, cultivation management systems, security, controlled cultivation testing & process improvement. This has led her to dramatically improve her growth process to maximize product quality, consistency and potency. From solving common and complex pest and environmental issues, they've developed a very effective method in recognizing and actively engaging potential problems. Process improvement over her tenure entails heightened safety protocol, irrigation advancements, cloning propagation and strain management.

Realizing the importance of grow room hygiene, she followed a strict code of garden conduct including; keeping the grow room clean of plant debris to deter contamination and enforcing clothing protocol in the garden to prevent cross contamination of outside factors.

In her caregiver and cultivation roles, Julie Feola oversees a small scale vertically integrated cultivation and caregiving operation. To provide weekly access to multiple patients, she maintains functions of cultivation database tracking, inventory supply tracking, garden planning & forecasting and safe waste removal, while directing other registered caregiver garden volunteers in cultivation tasks. She has trained others in the areas of compassionate care & cultivation. She is experienced in responsibly producing Marijuana Infused Products (MIPS) including, topicals, tinctures, extracts and baked goods, that are specifically dosed and lab tested.

Keeping ongoing documentation of patient needs and demands for strains, has allowed them to plan future crops & harvests. At any given time they utilize 10-15 different strains, and have cultivated over 30 strains with multiple phenotype characteristics. Strains are introduced into new crops based on journal data or patient requests.]

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.

[To achieve the DPH's goal of ensuring maximum patient access, Care.Connect will leverage the Emerald Bio and the Broad Institute's existing relationships with the major hospitals in Boston and Greater Boston. Through these hospitals relationships, which include Dana Farber Cancer Institute, Massachusetts General Hospital, and Boston Medical Center, Care.Connect will work with senior executive management to ensure that patients seeking information about medical marijuana will be made aware of Care.Connect. Care.Connect will aggressively pursue this strategy in year one and conduct a formal analysis of its effectiveness beginning in calendar year two.

ProVerde Laboratories, a Care Connect dispensary agent, will provide analytical testing to satisfy all Massachusetts DPH requirements:

-To insure purity and consistency of dose, the most current chromatographic technologies, UltraPerformance Liquid (UPLC) and Convergence Chromatography (UPC2) will be used to generate cannabinoid profiles, reporting specific concentrations of the most predominant cannabinoids present, including the acidic forms, not detectable by GC analysis. Additional results from this testing may include the profiles for terpenes and flavonoids to provide a better overall understanding of the compositional nature of each sample tested. The application of Convergence Chromatography to this application, which uses supercritical carbon dioxide in place of traditional hazardous solvents for the analysis, represents the most environmentally friendly and most technologically advanced technique available for

-To identify potential impurities from pesticides and Plant-Growth Regulators (PGR's), gas and liquid chromatographic techniques will be coupled to Mass Spectrometric (MS) detection for the highest sensitivity available.

These techniques are routinely used to monitor the presence of contaminants in consumer food and environmental samples.

-Testing for microbiological contaminants will include optical microscopy for gross identification of mold and fungus and more quantitative testing for microbiological contamination using real-time PCR (qPCR). Because of the hazard posed by mycotoxins, the toxic secondary metabolite of molds and fungi, additional screening is available using monoclonal antibody-based ImmunoAffinity (IA) assays to identify these toxic contaminants.

-Testing will also include the application of X-ray Fluorescence (XRF) for the detection of heavy metals.

-Testing will also be conducted for residual moisture content (for flower) and residual solvents (for extracted materials).

ProVerde Laboratories is prepared to work with RMD's to provide secured transportation of the samples between the RMD and the testing facility, fulfilling all security requirements established by the DPH. It is recommended that a scientifically selected, 4-gram sample be collected from each pound of medical marijuana to ensure that the sample tested adequately represents the bulk material. Depending on DPH requirements, multiple sample collection strategies are available, in which (1) the analytical sample is collected at the RMD and transported to the testing laboratory for analysis or (2) the entire lot of cannabis is collected from the RMD and transported to the laboratory for testing and secure packaging. Under the second scenario, once a testing sample has been collected, the remainder of the product shall be sealed under inert atmosphere (nitrogen), in UV-opaque packaging materials to prevent any additional oxidative or UV-initiated product degradation, and given a unique identification number to enabling tracking of cannabis through the entire process. Once testing is complete, a certificate of analysis for that specific lot will be generated, with labels printed for packaging with clear identification of the lot number and testing results. Testing results will additionally maintained by the testing laboratory for future inspection or audit.]

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 medical marijuana waste will be rendered unusable by grinding and incorporating it with non-consumable solid wastes including, paper waste, plastic waste, cardboard waste, and food waste such that the resulting mixture will be rendered unusable and unfit for consumption. After the medical marijuana waste is made unusable, the waste shall be disposed at a solid waste site and disposal facility holding a valid permit issued by the Department of Environmental Protection. Care.Connect has received a quote from Waste Management of New England, a DEP permitted waste services provider, to dispose of RMD waste.]

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.

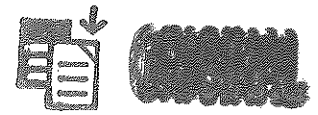
[MIPs are an important alternative for many patients who may have concern over the effects of smoking or vaporizing may have on their respiratory system. MIPs provide an alternative way for patients to consume medical marijuana. However, MIPs also provide a number of challenges, which will cause Care.Connect to cautiously develop these product offerings for the following reasons:

- By combining marijuana with traditional food (and given the lag time when marijuana takes effect) some patients may not fully appreciate the amounts of marijuana they are ingesting and may over medicate
- The form in which these products are often offered may cause non-patients to mistakenly ingest these products

- Many Care.Connect patients will likely have special dietary needs making it difficult for any dispensary to properly service all its patients without first building a relationship with its patients and a better understanding of those needs

Care.Connect will initially offer the following MIPs:

- Infused oils and Butter: olive oil, coconut oil (patients will be able to use in their day-to-day cooking allowing them to ingest their medical marijuana while maintaining their dietary regime)



- Tinctures: alcohol & glycerin
- Topicals: salves

Care.Connect will leverage its relationship with Emerald Bio and the Broad Institute's existing relationships with the major hospitals in Boston and Greater Boston to ensure the efficacy of MIPS and how medical marijuana medicinal value is affected, either positively or negatively, by conversion to a MIP.

As with its other products, all Care.Connect MIPS will be delivered in tamper-resistant child proof packaging and properly labeled to allow patients to assess what products best meet their needs. Labels will include:

- An identity statement;
- A net weight statement;
- A list of ingredients;
- A recommended use by or expiration date if perishable;
- Batch tracking information;
- Testing results;
- A Disclaimer stating "This product is infused with medical marijuana and was produced without

regulatory oversight for health, safety or efficacy and there may be health risks associated with the consumption of the product."

Care.Connect MIPS will be prepared in a commercial kitchen in accordance with Code 105 CMR 500.000: Good Manufacturing Practices for Food

All registered RMD agents working in direct contact with the preparation of medical marijuana or MIPS shall conform to hygienic practices within Code 105CMR 500.000 while on duty.

All MIPS will be tracked in the dispensary management system and the following data will be recorded: label information including creation date, expiration date (if applicable), batch number and testing results.

All finished MIPS will be stored in a limited access locked area of the RMD. Those MIPS requiring refrigeration will be stored according to Code 105CMR 500.000 also in a limited access locked area of the RMD. Disposal of MIPS waste will be handled as described in question 7.5, disposing of medical marijuana waste.]

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.

[Matt Cohen will be advising Care.Connect on all IT matters and is helping in identifying and setting up the company's inventory tracking software and infrastructure.

Matt is a principal at TekServe Care, a consumer electronics and information technology consulting business. Tekserve has grown from a small back-office Macintosh repair shop to become the largest single-location Apple Specialist in the United States. On behalf of Care.Connect, Matt has conducted an exhaustive review of seed-to-sale software solutions.

Care.Connect is focused on two solutions that meet all inventory tracking needs to the Department and Care.Connect standards. Both solutions maintain a significant install base in other jurisdictions and have committed in writing to meeting all requirements made by the Department. Care.Connect would like to reserve its decision on which solution to choose until better visibility on the capabilities of the Department-supported interoperable database and the requirements of that system are established.

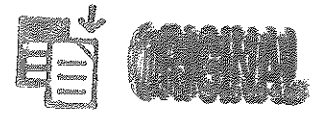
This also gives Care.Connect an opportunity to review new developments from both vendors prior to making a final decision as both developers are expected to release new versions of the software in time for our operational launch.

All software being considered provides comprehensive capabilities listed below:

- Tracking of both the product's growth and its location
- Genealogy tracking
- Tracking of ingredients and additives used in the cultivation of the plant and in the manufacturing of

MIPs

- Indexing of test result on potency and purity of the product
- Interval total weight data tracking
- Waste tracking
- Tracking transportation



- Tracking from bulk product to salable package
- Audit capability
- Patient data verification capabilities within a confidential framework
- Tracking of sales
- Reporting and compliance features

Care.Connect's CIO will be responsible for tracking, overseeing and managing Care.Connect's inventory. The CIO will be responsible for overseeing inventory from the seedling to a sale and making sure that all parties involved in handling inventory adhere to DPH handling and tracking protocols.

The CIO will on a daily basis:

- Review how inventory is progressing through the cultivation process
- Make sure that all inventory tracking and labeling protocols are being followed
- Make sure that inventory is properly being stored
- Oversee disposal of waste inventory
- Make sure that only appropriate personnel have had access to inventory via the a review of the restricted

area access logs

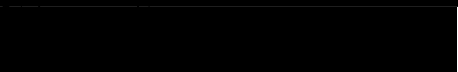
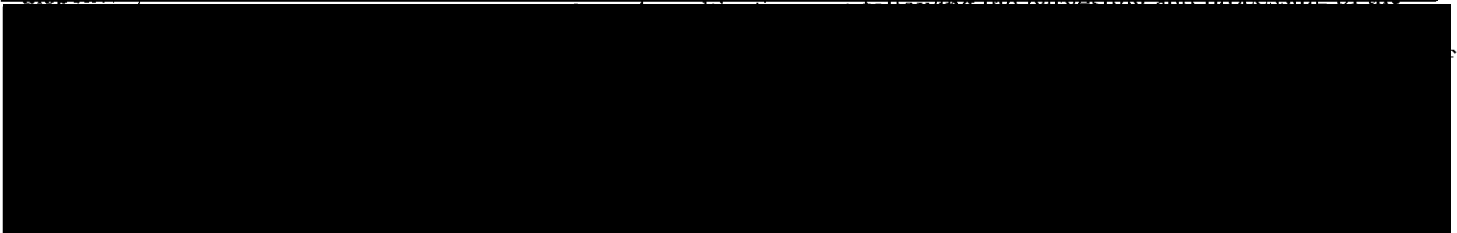
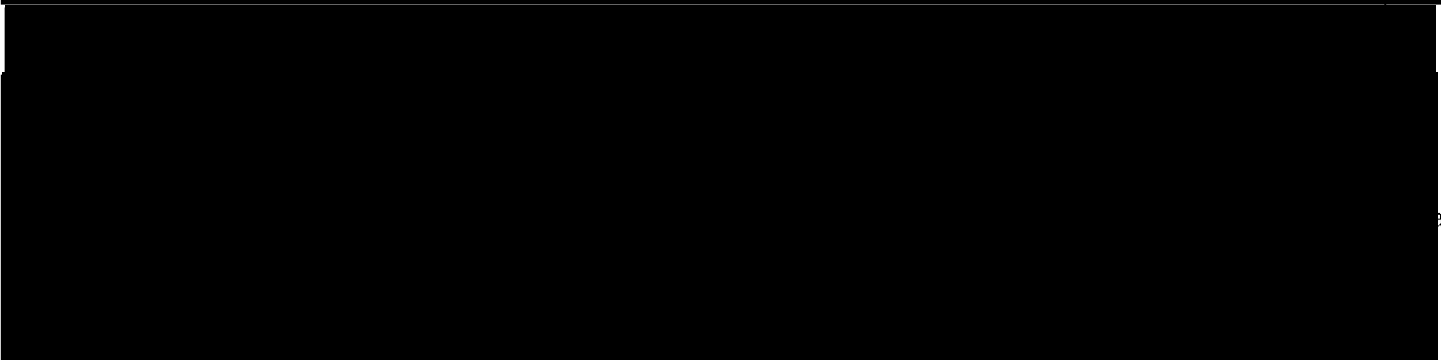
- Supply inventory to the Delivery Teams at the start of their shift and account for the inventory and cash returned at the end of a Delivery Team's shift

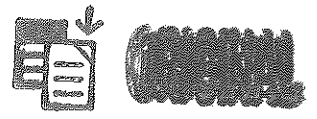
- Prepare daily reports and deliver such reports to the ED and COO including total sales for the day, inventory account balances, status of inventory in process, restricted area access logs and key ring audits.

Furthermore, the CIO will also regularly:

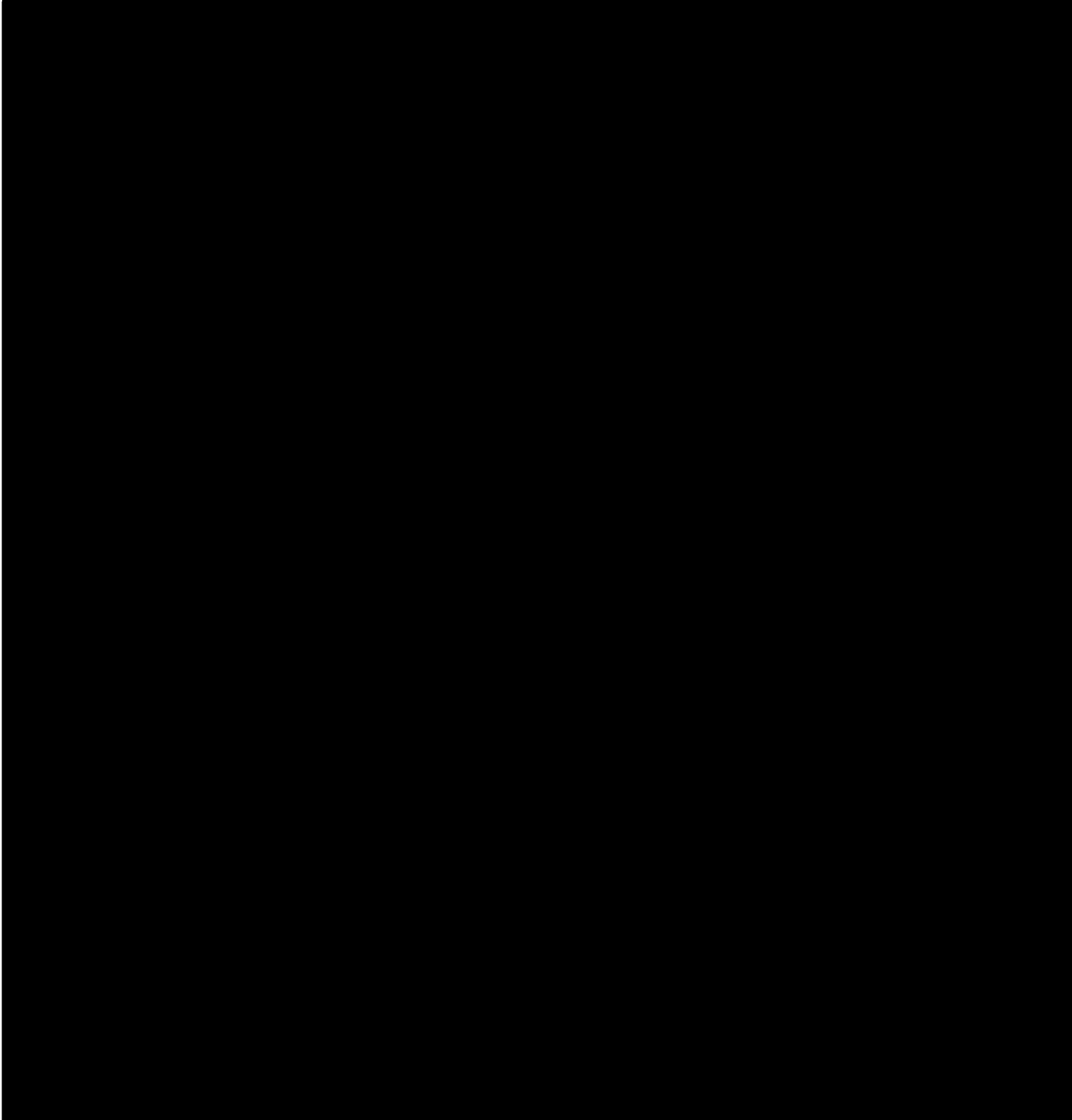
- Audit inventory recording protocols; and
- Maintain inventory tracking records so they are available for immediate inspections.

Beyond a tight inventory tracking and oversight infrastructure, Care.Connect intends to limit any diversion of product by providing limited access to its marijuana inventory to the following personnel:





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.





CONFIDENTIAL



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.

[An important aspect to Care.Connect's model is its focus on providing access to all patients in Suffolk County.

While Care.Connect's intent is to initially focus on the population of Suffolk County, it will be in a position to scale its cultivation operations and increase the cover of its Delivery Teams to provide guaranteed access to the whole population covered within the area.

With assistance from the DPH and in an effort to address concerns of access, Care.Connect will work with the DPH to establish the desirable coverage.]

Additionally, Care.Connect is working with the City to consider the feasibility and effectiveness of an additional location that is designed for neither cultivation, nor dispensary of medical marijuana, however, could serve as a physical address for prospective patients to obtain medical marijuana education and new patient registration for MA Care.Connect. This address could be more centrally located in the City of Boston to achieve the City's and Department's goals of patient access.

We have estimated medical marijuana penetration rates of one percent of the covered population based on the average penetration rates for all other states which have approved medical marijuana.

Care.Connect assumes a population of 722,023 in Suffolk County. Using the average penetration rate from the cohort of states that have approved medical marijuana, it is possible to estimate the total patient base, which would be one percent of Suffolk County's population, or 7,220 patients.

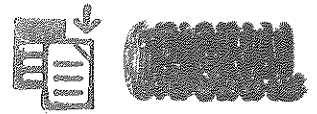
Care.Connect assumes two dispensaries licenses will be awarded in Suffolk County and the patient population to be split equally between both license-holders (3,610 patients each).

Care.Connect assumes that Massachusetts will reach a 1 percent penetration rate over 5 years. This results in Care.Connect servicing 722 patients in the first year and an additional 722 patient each year over the following 4 years.

Care.Connect has elected to operate from a location which provides substantial opportunity to quickly scale up its cultivation activity to meet any surge in demand.

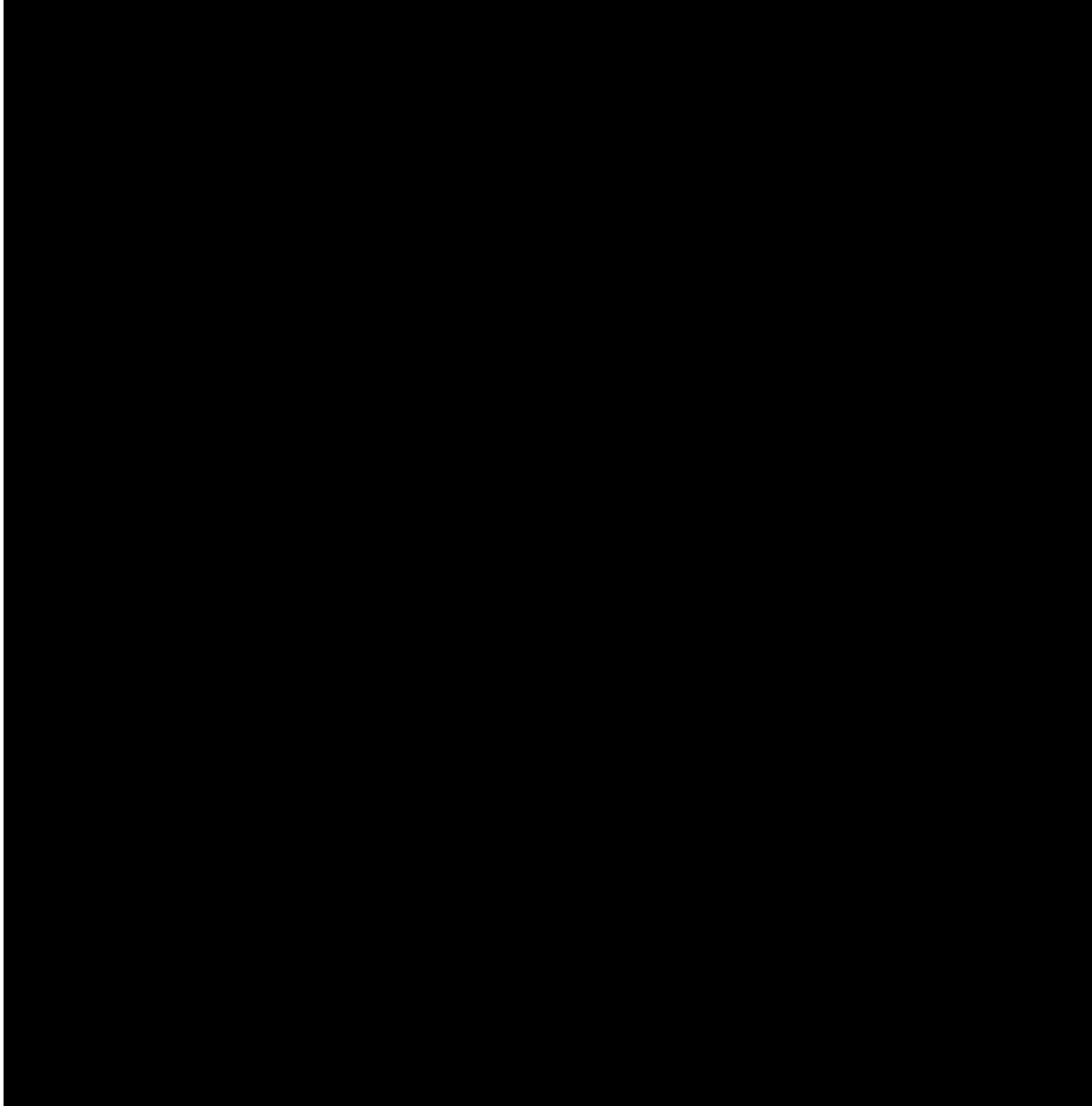
Furthermore, in an effort to easily meet any requirements for scaling up cultivation, Care.Connect's will engage the services of company that can effectively manage hydroponic cultivation in Massachusetts.

That provider will work closely with the staff to insure a smooth and successful build of the platform and help scale cultivation facilities to meet any surge in demand.



Care.Connect will segment Suffolk County and allocate each segment to Delivery Teams. Delivery Teams will be selected carefully to best match patient population demographics and address in any linguistic considerations in a covered area.]

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.

[Care.Connect plans to adopt strict FDA-approved confidentiality policies and procedures due to the sensitive nature of client specific records. An integral part of Care.Connect's good business practice is the employment of an information firewall related to the performance of client services and proper maintenance of client records. The firewall will consist of a set of FDA approved policies and procedures that protect Company's clients, employees, management, Board of Director members and Advisory Board members from exposure to information that would place them in a position of conflict of interest. The system will be designed and built to communicate with the Department's electronic registration and dispensing tracking system once such system becomes available to RMDs.

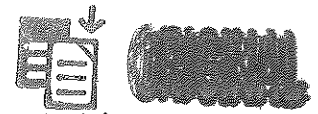
Care.Connect will use a member log-in system, which will allow clients to have secure access to their accounts. Clients will only have access to information related to their own accounts, such as name, address, purchase history, etc. All client specific information will be protected in the form of information technology security solutions requiring specific passwords granted only on a need to know basis. The importance of client confidentiality will be emphasized to all employees, and all employees will be trained with documented Site Work Procedures (SWPs) to ensure these policies are followed.

Care.Connect will employ strict policies and procedures to protect proprietary information related to sensitive client information.

Key elements of Care.Connect's policies and procedures include:

- Secure data systems will ensure that clients are unable to access any proprietary information of other clients. This is achieved through information technology solutions that allow secure login
- Clients will only have access to information related to their own account
- The importance of client confidentiality will be emphasized to all employees, and all employees will be trained with documented Site Work Procedures (SWPs) to ensure these policies are followed
- Care.Connect's employee handbook will specifically outline policies related to obligations with respect to client confidential information

Upon commencing employment at the Care.Connect, employees will be required to sign a confidentiality agreement. By signing this agreement, employees certify that information defined therein as "confidential" that they gain access to while employed at the Company will be kept by them in strict confidence. Furthermore, employees agree to assign to the Company ownership in any inventions or other materials and information developed during their employment with Care.Connect. The agreement also includes other obligations that employees owe to the Company, and the agreement itself should be referred to with regard to the terms and conditions thereof.



An employee's confidentiality obligations to Care.Connect include, but are not limited to, not divulging any patient records, even in general terms, to anyone outside the Company. Employees are also prohibited from disclosing any information whatsoever regarding the Company's corporate relationships to anyone outside of the Company.

At hire, new employees are required to sign a confidentiality agreement that they (1) affirm understanding of obligations under the policy; (2) intend to adhere to the policy; and (3) confirm they have been made aware that revealing proprietary information subjects them to discipline, up to and including immediate dismissal.

After leaving Care.Connect, individuals remain obligated to protect sensitive information to which they had access during their employment. The Company operations, including patient records, finances, salaries, costs, etc., are considered proprietary and should not be divulged in any manner, written or oral.

In cases where former employees release proprietary information, Care.Connect will take appropriate and necessary actions, including legal action.]

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.

[MA Care.Connect is committed to providing equitable access to medical marijuana to all patients in need in Suffolk County.

We examine if an individual is a recipient of MassHealth, or Supplemental Security Income, or the individual's income does not exceed 300% of the federal poverty level, adjusted for family size. Hardship pricing will be different for each patient and prices will likely increase based on the amount of medical marijuana acquired by the patient.

Depending on the Department-supported interoperable databases, the access RMDs will get to such database, and in an effort to properly track hardship marijuana, Care.Connect may require that hardship patients be exclusive to Care.Connect, and will track a hardship patient's use for the month prior to dispensing any additional hardship marijuana.]

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.

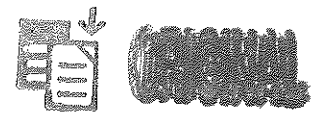
[Care.Connect will provide up-to-date educational materials to patients relating to methods of ingestion, understanding titration, how medical marijuana benefits various health conditions, and strain information. Care.Connect will be soliciting feedback from patients as to what specific education materials, seminars & classes they would like to see Care.Connect offer.

Care.Connect's community outreach program will include fostering relationships with local patient organizations and professional medical industry organizations to educate them on the details of the medical marijuana act of Massachusetts.

Under the direction of its management team, Care.Connect aspires to be at the forefront of medical marijuana research. Its leadership team will focus on i) the bio-chemical properties of individual medical marijuana strains and their impacts on patients; and ii) new drug discoveries so that Care.Connect can develop strains of medical marijuana that target patients' underlying illnesses.]

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.

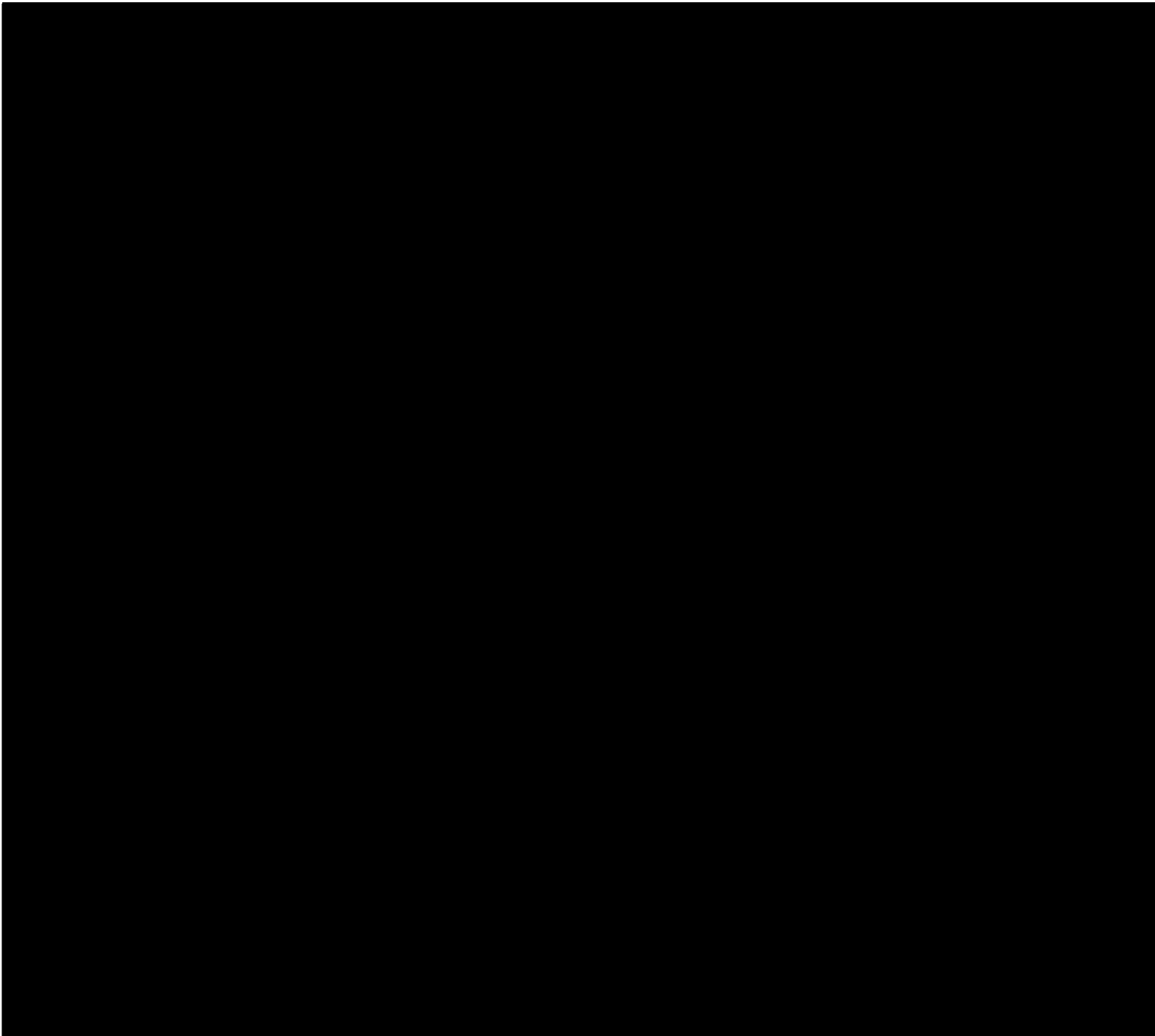
[Care.Connect is a delivery-only platform to ensure secure access for patients and will not require any signage or distinguishing features on its vehicles or its dispensary site.

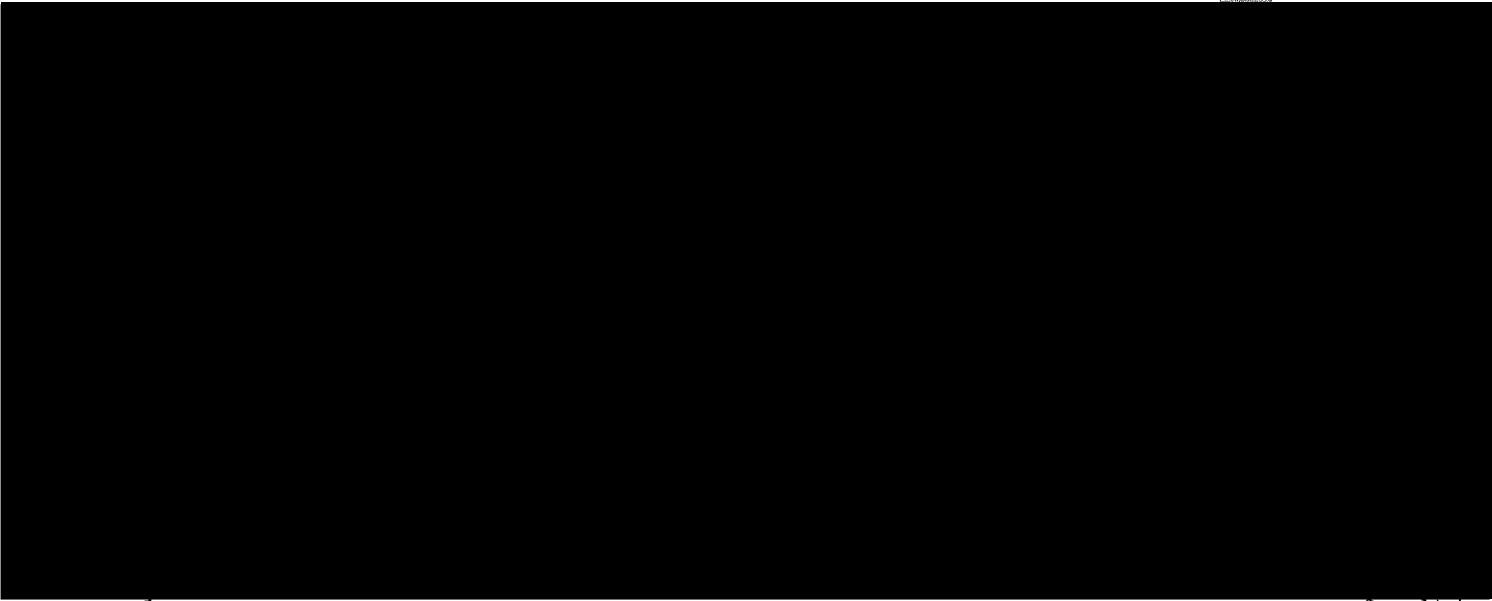


It intends to establish its client base by running promotional campaigns, to the extent permitted by DPH, focusing on patient membership drives, fostering relationships with doctors interested in medical marijuana use for their patients, social networking, tradeshows, listing in industry directories, attending patient and professional panels and utilizing databases made available by DPH.

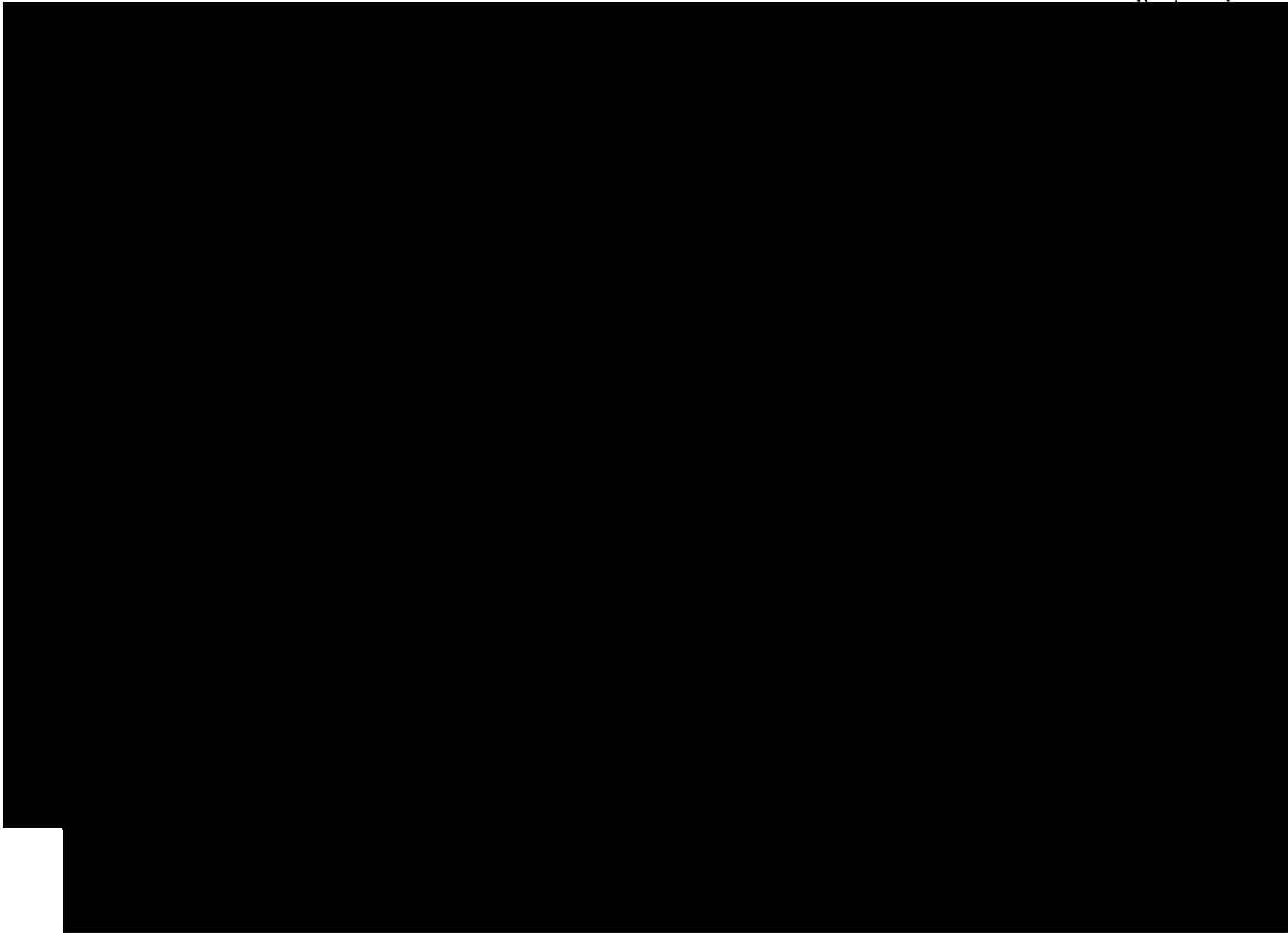
Care.Connect's PR campaign will address the launch of Care.Connect in the medical marijuana industry, and will raise awareness on the benefits of the program in Massachusetts as it pertains to patients. The promotional campaigns will focus on meeting with doctors who are registered with the Department within Care.Connect's area of coverage and providing them with Care.Connect introductory materials for distribution to their patients.]

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.





ORIGINAL

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.

[Care.Connect will maintain an incident management program as an internal administrative means for documenting, reporting and managing incidents, complaints and the identification of potentially problematic areas. The plan establishes the recommended organization actions and procedures needed to:

- Recognize and respond to an incident
- Assess the situation quickly and effectively
- Notify the appropriate individuals and organizations about the incident
- Organize the company's response activities, including activating a command center
- Escalate the company's response efforts based on the severity of the incident
- Support the business recovery efforts being made in the aftermath of the incident

Care.Connect's policy and procedures will provide a framework that supports the development of effective corrective action(s) and/or intervention(s) that achieve improved standards of quality services and supports for patients.

Instructions will be provided on notifying appropriate law enforcement authorities and the Department within 24 hours after discovering the following:

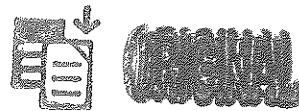
- Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the RMD or a dispensary agent
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person
- Unauthorized destruction of marijuana
- Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents
- An alarm activation or other event that requires response by public safety personnel
- Any other breach of security.

Care.Connect shall, within ten (10) calendar days, provide written notice to the Department of Public Health on any incident described in 105 CMR 725.110(F) (1), by submitting an incident report in the form and manner determined by the Department which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.



The procedures will have a tracking system that provides for a timely written response to all incidents that have been filed in the process. Regular reviews of the tracking system will be conducted in order to identify repetitive complaints or areas of concern. The tracking system will indicate filed incidents have been resolved, or are in the process of being investigated.

All documentation related to an incident that is reportable pursuant to 105 CMR 725.110(F)(1) shall be maintained by the RMD for no less than one year and made available to the Department and to law enforcement authorities acting within their lawful jurisdiction upon request.]



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.

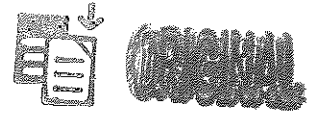
- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable 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: [Johan] Last Name: [Pontin]

Title: [Executive Director & President]

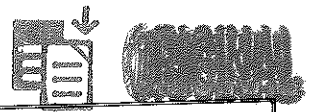
Authorized Signature for the Applicant Organization
(in blue ink):



CHECKLIST OF REQUIRED DOCUMENTS FOR SUBMISSION IN PHASE 2

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

- Bank/cashier's check for \$30,000 (with original only)
- CD (with original only)
- Sealed envelope with signed background check authorization forms and list—exhibits A1-A5 (with original only)
- List of authorized signatories—exhibit B
- Application Response Form (cover page on top)—original signed in blue ink by authorized signatory
- Organizational chart—exhibit 1.3
- List of Board of Directors (as defined on the Application Response Form)—exhibit 1.4
- List of Members of the corporation (as defined on the Application Response Form), if any—exhibit 1.5
- Corporation bylaws—exhibit 1.6
- Amended articles of organization (if applicable)—exhibit 1.7
- List of parent or subsidiary corporations, if any—exhibit 1.8
- List of references—exhibit 1.9
- List of Executive Management Team (as defined on the Application Response Form)—exhibit 2.1
- Resumes for Executive Management Team—exhibit 2.2
- One-page statement demonstrating liquid funds in an account in the name of the corporation—exhibit 4.1
- List of individuals contributing 5% or more of the RMD's initial capital—exhibit 4.2
- Capital expenses—exhibit 4.3
- Year-one operating budget—exhibit 4.4
- 3-year budget projections—exhibit 4.5
- Evidence of interest in dispensary site—exhibit 5.1
- Evidence of interest in cultivation site—exhibit 5.2
- Evidence of interest in processing site—exhibit 5.3



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

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

ORGANIZATIONAL CHART
(Exhibit 1.3)

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

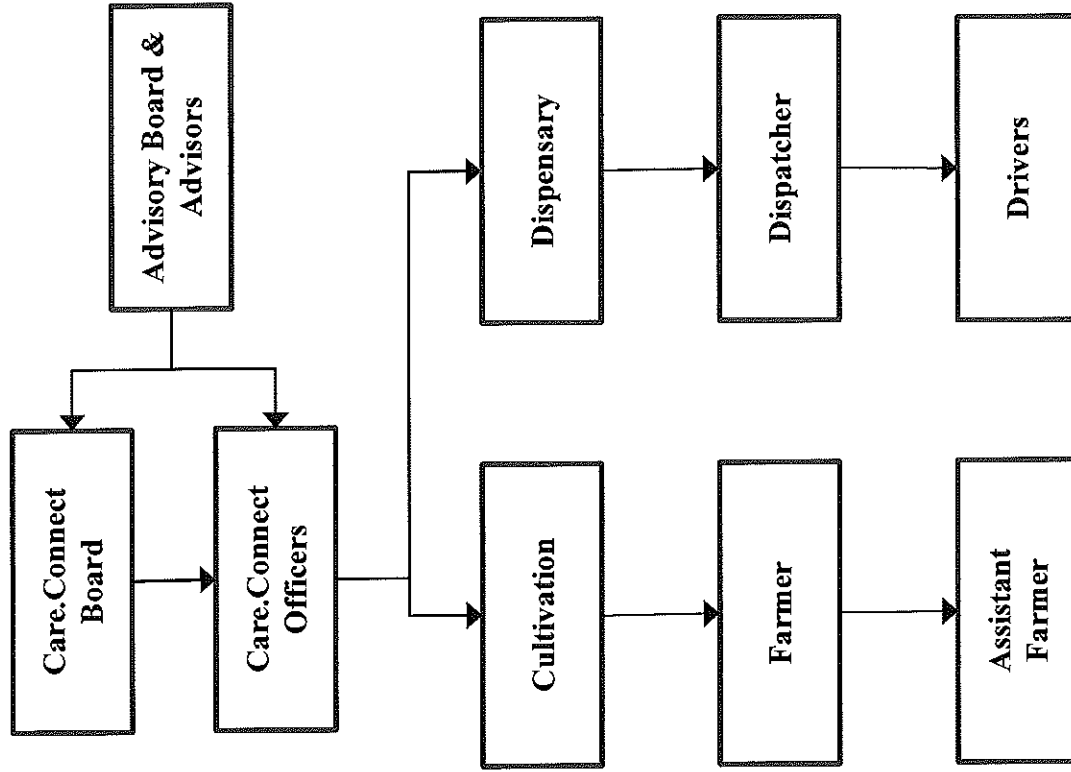
Corporation Name: MA Care.Connect, Inc.

Application # (if more than one): _____

Attach organizational chart.



Exhibit 1.3 - Organizational Chart



Care.Connect Officers

- **CEO:** Johan Pontin
- **Chief Operating Officer:** Christopher Borde
- **Chief Financial Officer:** Chris Tauer
- **Chief Inventory Officer:** Kristina Terzevia
- **Chief Security Officer:** Thomas Rapone
- **Chief Cultivation Officer:** Jason [NAME]

Advisory Board & Advisors

- **Hurwits & Associates:** Tracey Bolotnick
Responsible for non-profit affairs and corporate Governance
- **ML Strategies:** William F. Weld, Esq., Advisor, Mintz Levin; George K. Atanasov, Esq., Advisor, Mintz Levin
- **IT & Inventory management Advisors:** Mathew Cohen
- **Hydroponic Experts:** [NAME]

BOARD OF DIRECTORS
(Exhibit 1.4)



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

Corporation Name: MA Care Connect, Inc.

Application # (if more than one): _____

Board Role	Name	Business Email	Business Address
1	President/Chair John Arthur Magnus Pontin	johanpontin@pontinus.com	19 Bedford Rd. Lincoln MA 01773 USA
2	Vice President/ Vice Chair N/A		
3	Treasurer Christopher Borde	borde@meadvisers.com	1 Pickney St. Boston, MA 02114 USA
4	Clerk/Secretary Kristina Terzieva	kterzieva@gmail.com	437 D St., Apt 4A Boston, MA 02210 USA
5	Director John Arthur Magnus Pontin	johanpontin@pontinus.com	19 Bedford Rd. Lincoln MA 01773 USA
6	Director Christopher Borde	borde@meadvisers.com	1 Pickney St. Boston, MA 02114 USA
7	Director Julie Feola	julie@highhopesstudio.com	19 Harbourview Rd. Hull, MA 02045 USA
8	Director Brian Hubbard	hubbardbiomedicalsciences@gmail.com	4 Dana Road Boxford, MA 01921

25171501v.1



MEMBERS OF THE CORPORATION
(Exhibit 1.5)

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

Corporation Name: MA Care.Connect, Inc.

Application # (if more than one): _____

A. Member as Individuals

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

B. Member as Corporations

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



CORPORATE BYLAWS
(Exhibit 1.6)

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

Corporation Name: MA Care.Connect, Inc.

Application # (if more than one): _____

Attach bylaws.



BYLAWS
of
MA CARE.CONNECT, INC.
Files as of August 2013

BYLAWS
of
MA CARE.CONNECT, INC.

Filed as of August 2013



Table of Contents

	Page
Article 1. General Provisions	1
1.1 Name	1
1.2 Offices	1
1.3 Fiscal Year	1
1.4 No Voting Members	1
Article 2. Statement of Purposes	1
Article 3. Board of Directors	2
3.1 Authority	2
3.2 Composition	2
3.3 Terms of Office	2
3.4 Meetings	2
3.5 Quorum and Voting	2
3.6 Meetings By Remote Communication	2
3.7 Action Without a Meeting	2
3.8 Waiver of Notice for Meetings	2
3.9 Committees	3
3.10 Compensation	3
3.11 Resignation	3
3.12 Removal	3
3.13 Vacancies	3
3.14 Advisory Board	3
Article 4. Officers	3
4.1 Officers	3
4.2 Election	4
4.3 Vacancies	4
4.4 Removal	4
4.5 President	4
4.6 Treasurer	4
4.7 Clerk	4
Article 5. Corporate Transactions	4
5.1 Contracts	4
5.2 Indebtedness	4
5.3 Deposits	5
Article 6. Books and Records	5
Article 7. Restrictions on Activities	5
Article 8. Dissolution	5
Article 9. Conflicts of Interest	5
Article 10. Personal Liability	6
Article 11. Indemnification	6
Article 12. Amendment to Bylaws	6



BYLAWS

Of

MA CARE.CONNECT, INC.

Files as of August 2013

ARTICLE 1

General Provisions

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

Section 1.2 Offices. The principal business office of the corporation shall be in Massachusetts. The corporation may also have offices at such other places as the corporation may require.

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

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

ARTICLE 2

Statement of Purposes

The corporation is organized for nonprofit purposes including, but not limited to, providing alternative care to patients suffering from a broad range of debilitating medical conditions and illnesses. The corporation may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a corporation formed under Chapter 180 of the General Laws of Massachusetts.

ARTICLE 3



Board of Directors

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

Section 3.2 Composition. The number of directors and the manner by which new directors are nominated and appointed shall be determined by the directors, provided however that all new board members must be approved by founding directors Christopher Borde and Johan Arthur Magnus Pontin, and further provided that founding directors Christopher Borde and Johan Arthur Magnus Pontin shall serve on the board for as long as they desire or are able to do so unless removed in accordance with the provisions of Section 3.12 of these bylaws.

Section 3.3 Terms of Office. Except with respect to founding directors Christopher Borde and Johan Arthur Magnus Pontin, board members shall serve one (1) year terms. There shall be no term limits.

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

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

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

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

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

Section 3.9 Committees. The board of directors may create such standing and special committees as it determines to be in the best interest of the corporation. The board of directors shall determine the duties, powers, and composition of such committees, except that the board shall not delegate to such committees those powers which by law may not be delegated. Each such committee shall submit to the board of directors at such meetings as the board may designate, a report of the actions and recommendations of such committees for consideration and approval by the board of directors. Any committee may be terminated at any time by the board of directors.

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

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

Section 3.12 Removal. Founding directors Christopher Borde and Johan Arthur Magnus Pontin may only be removed from the board in the following circumstances: (i) a founding director acts in a fraudulent or grossly negligent manner in carrying out his/her responsibilities, (ii) the Massachusetts Department of Public Health or other governmental authority requests that a founding director be removed, or (iii) evidence exists that a founding director will cause the corporation to lose its registered marijuana dispensary license. Any other director may be removed, with or without assignment of cause, by a vote of two-thirds of the entire board of directors at any meeting of the board of directors. No member of the board shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the director whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

Section 3.13 Vacancies. Any vacancy occurring in the board of directors shall be filled by the board of directors in accordance with section 3.2 above. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.14 Advisory Board. There shall be an advisory board to the board of directors which shall be comprised wholly as the board of directors determines. The advisory board shall provide advice to the board of directors and perform such duties as the board from time to time may request. Advisory board members as such shall not be entitled to vote at or attend board of director meetings or hold any other powers of the corporation. However, advisory board members shall not be precluded from serving simultaneously on the board of directors or in any other capacity as the board may request.

ARTICLE 4

Officers

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

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

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

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

Section 4.5 President. The president shall preside at all meetings of the board of directors. The president, or other proper officer or agent of the corporation authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 4.6 Treasurer. The treasurer, or other proper officer or agent of the corporation authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipt for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors.

Section 4.7 Clerk. The clerk shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these bylaws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

ARTICLE 5

Corporate Transactions

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

Section 5.2 Indebtedness. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation and for amounts no larger than \$5,000 and payroll checks, shall be signed by the president or treasurer, or such other officer or agent of the corporation as from time to time may be determined by the board of directors. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation and for amounts larger than \$5,000 (except for payroll checks), shall be signed by both the president and the treasurer, or such other officer or agent of the corporation as from time to time may be determined by the board of directors. In



the absence of such determination of the board, such instruments shall be signed by the president and treasurer of the corporation.

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

ARTICLE 6

Books and Records

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

ARTICLE 7

Restrictions on Activities

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

ARTICLE 8

Dissolution

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

ARTICLE 9

Conflicts of Interest

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



ARTICLE 10

Personal Liability

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

ARTICLE 11

Indemnification

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

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

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

ARTICLE 12

Amendments to Bylaws

These bylaws may be amended or repealed by a majority vote of the entire board of directors, provided however that changes to Sections 3.2, 3.3, 3.12 and this Article 12 must also be approved by founding directors Christopher Borde and Johan Arthur Magnus Pontin.

(End of Bylaws)



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.

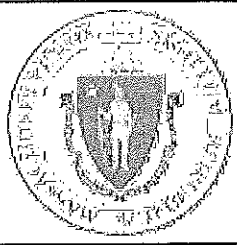
Corporation Name: MA Care.Connect, Inc.

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

X YES

NO



**The Commonwealth of Massachusetts
William Francis Galvin**

No Fee

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Change of Directors or Officers of Non-Profit Corporations
(General Laws, Chapter 180, Section 6D)

Federal Employer Identification Number: 001114309 (must be 9 digits)

I, Kristina Terzieva Clerk Assistant Clerk ,

of MA CARE.CONNECT, INC.

having a principal office at: 1150 WALNUT ST. NEWTON , MA 02461 USA

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration of term of the president, treasurer, clerk and each director are as follows: (Please provide the name and residential street address of the assistant clerk if he/she is executing this certificate of change. Also, include the names of any additional officers of the corporation.)

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	JOHN ARTHUR MAGNUS PONTIN	19 BEDFORD RD. LINCOLN, MA 01773 USA	
TREASURER	CHRISTOPHER BORDE	1 PINCKNEY ST. BOSTON, MA 02114 USA	
CLERK	KRISTINA TERZIEVA	437 D ST., APT 4A BOSTON, MA 02210 USA	
DIRECTOR	JOHN ARTHUR MAGNUS PONTIN	19 BEDFORD RD. LINCOLN, MA 01773 USA	-
DIRECTOR	CHRISTOPHER BORDE	1 PINCKNEY ST. BOSTON, MA 02114 USA	-
Director	Julie Feola	19 Harbourview Road Hull, MA 02045 USA	December 31, 2014
Director	Brian Hubbard	4 Dana Road Boxford, MA 01921 US	December 31, 2014

Filer's Contact Information

(Enter a contact name, mailing address, and email and/or phone number.)

Contact Name: Kristina Terzieva

Business Name:

No. and Street: 437 D ST., APT 4A

City or Town: Boston

State: MA

Zip: 02210

Country: USA

Contact Phone: (781) 308-7600 ext:

Contact Email: kterzieva@gmail.com

Please provide an email address to receive an expedited response from the Corporations Division.

If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of November, 2013,
Kristina Terzieva , Signature of Applicant.

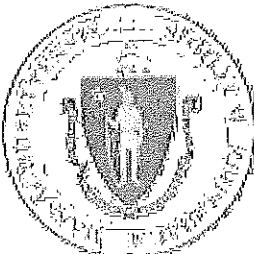
Make Corrections

Accept

© 2001 - 2013 Commonwealth of Massachusetts
All Rights Reserved







The Commonwealth of Massachusetts
William Francis Galvin

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

No Fee

[LOGOUT](#)

Certificate of Change of Directors or Officers of Non-Profit Corporations
 (General Laws, Chapter 180, Section 6D)

 Help with this form

Federal Employer Identification Number: (must be 9 digits)

I, Clerk Assistant Clerk (select one)

of MA CARE.CONNECT, INC.
 having a principal office at: 1150 WALNUT ST. NEWTON, MA 02461 USA

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration of term of the president, treasurer, clerk and each director are as follows: (Please provide the name and residential street address of the assistant clerk if he/she is executing this certificate of change. Also, include the names of any additional officers of the corporation.)

Delete	Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
<input type="checkbox"/>	PRESIDENT	JOHN ARTHUR MAGNUS PONTIN	19 BEDFORD RD. LINCOLN, MA 01773 USA	
<input type="checkbox"/>	TREASURER	CHRISTOPHER BORDE	1 PINCKNEY ST. BOSTON, MA 02114 USA	
<input type="checkbox"/>	CLERK	KRISTINA TERZIEVA	437 D ST., APT 4A BOSTON, MA 02210 USA	
<input type="checkbox"/>	DIRECTOR	JOHN ARTHUR MAGNUS PONTIN	19 BEDFORD RD. LINCOLN, MA 01773 USA	-
<input type="checkbox"/>	DIRECTOR	CHRISTOPHER BORDE	1 PINCKNEY ST. BOSTON, MA 02114 USA	-
<input type="checkbox"/>	Director	Julie Feola	19 Harbourview Road Hull, MA 02045 USA	December 31, 2014
<input type="checkbox"/>	Director	Brian Hubbard	4 Dana Road Borford, MA 01921 US	December 31, 2014

Select From Below Title: Expiration of Term:

First Name: Middle Name: Last Name: Suffix:

City: State: Zip: Country:

Residential Address:

- Same Person as -

Special Filing Instructions
 Please indicate special filing instructions if any, that apply to this form.



Filer's Contact Information

(Enter a contact name, mailing address, and email and/or phone number.)

Contact Name:

Business Name:

No. and Street:

- Same Address as -

City or Town:

State:

Zip:

Country:

Contact Phone: ext:

Contact Email:

Please provide an email address to receive an expedited response from the Corporations Division. If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of November, 2013,

, Signature of Applicant.

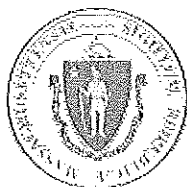
By selecting ACCEPT you hereby acknowledge that this electronic document is submitted in compliance with M.G.L. Chapter 180, Section 6D and that the information is true and correct as of the date the electronic filing is submitted.

Accept

Decline



Transaction Completed - Filing Accepted. No Fee



Your filing has been submitted and will be reviewed by the Corporations Division. If you have any questions you may contact our office at (617) 727-9640 or e-mail our support desk at corpinfo@sec.state.ma.us

Thank You for using our online service.
Click [HERE](#) to submit another filing.

Filing Number:	201356867330
Services:	
Transaction ID:	8456123 / Corp filing (03, 00018)

© 2001 - 2013 Commonwealth of Massachusetts
All Rights Reserved



ORIGINAL

HF
Examined

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

[Signature]
Name
Approved

ARTICLES OF ORGANIZATION (General Laws, Chapter 180)

ARTICLE I
The exact name of the corporation is:

MA Care.Connect, Inc.

ARTICLE II
The purpose of the corporation is to engage in the following activities:

See Attached.

- C
- P
- M
- R.A.

7
P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

MA Care.Connect, Inc.
Articles of Organization
Article II: Purposes



The corporation is organized for nonprofit purposes including, but not limited to, providing alternative care to patients suffering from a broad range of debilitating medical conditions and illnesses. The corporation may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a corporation formed under Chapter 180 of the General Laws of Massachusetts.



ORIGINAL

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

May Be Set Forth in Bylaws.

ARTICLE IV

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

See Attached.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

***If there are no provisions, state "None".*

Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

MA Care.Connect, Inc.
Articles of Organization
Article IV: Other Provisions



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

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

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

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

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

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



ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation *in Massachusetts* is:

1150 Walnut Street
Newton, MA 02461

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:	See Attached.		
Clerk:			
Directors: (or officers having the powers of <i>directors</i>)			

c. The fiscal year of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is: NA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 14th day of August, 2013.

[Signature]
Tracey Bolotnick
Hirwit & Associates, 1150 Walnut Street, Newton, MA 02461

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

MA Care.Connect, Inc.
Articles of Organization
Article VII: Officers and Directors



Officers

Johan Arthur Magnus Pontin, President
19 Bedford Road
Lincoln, MA 01773

Christopher Borde, Treasurer
1 Pinckney Street
Boston, MA 02114

Kristina Terzieva, Clerk
437 D Street, Apt. 4A
Boston, MA 02210

Directors

Johan Arthur Magnus Pontin
19 Bedford Road
Lincoln, MA 01773

Christopher Borde
1 Pinckney Street
Boston, MA 02114

Kristina Terzieva
437 D Street, Apt. 4A
Boston, MA 02210



0896

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 35 having been paid; said articles are deemed to have been filed with me this 16 day of August 20 13.

1204438

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION
2013 AUG 16 PM 1:46

TO BE FILLED IN BY CORPORATION
Contact information:

Tracey Bolomick
Hurwit & Associates
1150 Walnut Street
Newton, MA 02461

Telephone: (617) 630-6900

Email: tbolomick@hurwitassociates.com

A copy this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.



PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)

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

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

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

REFERENCES
(Exhibit 1.9)

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

Corporation Name: MA Care.Connect, Inc.

Application # (if more than one): _____

	Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1	Brian K. Hubbard, PhD Director of Therapeutics Projects of the Broad Institute of Harvard and MIT and its affiliated research hospitals	bhubbard@broadinstitute.org (617) 714-7220	Strategic drug discovery collaborator and client. Chairman of Emerald Bio Strategic and Scientific Advisory Board	2012 to present
2	Thomas R. Burton, Esq. Attorney and Member Mintz, Levin et al.	TRBurton@mintz.com (617) 348-3097	General Council and Attorney for my personal and business interests	2003 to present
3	Kenneth J. Novack, Esq. Chairman and Trustee of Novack Family Foundation	Novackk@aol.com 617 877 0235	Mentor and advisor	1992 to present

25162980v.1





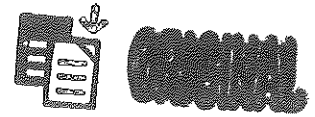
EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

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

	Management Role	Name	Business Email and Phone Number	Business Address
1	Chief Executive Officer/Executive Director	Johan Pontin	johanpontin@pontinus.com	19 Bedford Rd. Lincoln MA 01773 USA
2	Chief Financial Officer/Director of Finance	Chris Tauer	ctauer@embios.com	15 Matthew Ln Waltham, MA 02452
3	Chief Operations Officer/Director of Operations	Christopher Borde	borde@meadvisers.com	1 Pickney St. Boston, MA 02114 USA
4	Chief Inventory Officer	Kristina Terzevia	kterzieva@gmail.com	437 D St., Apt 4A Boston, MA 02210 USA
5	Chief Security Officer	Thomas Rapone	raponet@aol.com	296 South Street Medfield, MA 02052
6	Chief Cultivation Officer	Julie Feola	julie@highhopesstudio.com	19 Harbourview Rd. Hull, MA 02045 USA

25172645v.1



**RESUMES FOR EXECUTIVE MANAGEMENT TEAM
(Exhibit2.2)**

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

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

List the résumés attached:

	Title	Name
1	Chief Executive Officer/Executive Director	Johan Pontin
2	Chief Financial Officer/Director of Finance	Chris Tauer
3	Chief Operations Officer/Director of Operations	Christopher Borde
4	Chief Inventory Officer	Kristina Terzevia
5	Chief Security Officer	Thomas Rapone
6	Chief Cultivation Officer	Julie Feola

25215564v.1



THOMAS C. RAPONE

BIOGRAPHY

Thomas C. Rapone is an accomplished executive manager with over thirty-five years of combined government and private sector experience in the fields of law enforcement, prison management, and homeland security .

Tom's twenty-plus years of government experience include eight years as the United States Marshal for the Eastern District of Pennsylvania, as well as four years as the Cabinet Secretary of Public Safety for the Commonwealth of Massachusetts, where he also served concurrently as the Massachusetts Commissioner of Corrections. Tom began his government-management career at the age of twenty-six as the warden of one of Pennsylvania's largest county prisons. To this day, Tom remains the youngest person ever appointed to a warden position in Pennsylvania.

Since entering the private sector in 1995, Tom has focused on the start-up and operation of private correctional facilities across the United States. Tom has served as both COO and CEO of some of the largest providers of private detention services to the federal government. Notably, Tom served as the COO and Executive Vice President of the Nation's second largest publicly-traded corrections company. In addition to these management positions, Tom recently spent five years as a Senior Business Development Officer for Capital Source Inc., a publicly-traded commercial lender with over \$7.4 billion in assets. Tom was instrumental in developing Capital Source's successful Public Safety and Homeland Security Lending Division. In this capacity, Tom was able to compliment his substantial corrections management experience with an in-depth understanding of banking and commercial finance practices.

Tom's background and experience have afforded him the opportunity to serve as an adjunct professor of Criminal Justice in the Pennsylvania State University system. He has been a guest instructor at the Federal Law Enforcement Training Center, where he also participated in course development and implementation.

Tom has been commissioned to conduct police management studies for various police departments in Rhode Island and Massachusetts. Tom is a member of the International Chiefs of Police Association, the National Sheriffs Association, and the American Correctional Association. Tom has served on various boards and commissions and has received numerous awards for his public service, including awards from U.S. Department of Justice recognizing Tom's vision and initiative in creating the first and longest continuously operating fugitive task force in the United States.



BIO of Chris Tauer

Chris Tauer, Chief Financial Officer of Emerald Bio since November 2009. Chris Tauer has 15 years of Life Science experience. He oversees all financial and administrative operational activities of the Company. Prior to joining Emerald in 2009, Chris held several positions within deCODE genetics, Inc., (NASDAQ: DCGN) from 2002 – 2009, which concluded with Vice President of Finance, U.S. Operations. Prior to working with deCODE, Chris worked for MediChem Life Sciences, Inc. (NASDAQ:MCLS) from 1999 – 2002 where he was involved in M&A activity (acquisition of Emerald BioStructures & ThermoGen, Inc.) and MediChem's IPO in 2000. Chris received his B.A. in Accounting from Eastern Illinois University.

Christopher Borde



Christopher Borde
Managing Director, MEA – London
 Languages: French, English

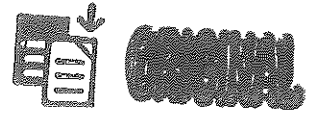
- As a financial advisor with over 25 years of experience in the media and entertainment sector, Chris has worked on a variety of transactions such as Fox Kids Europe's initial public offering, the Bowie securitization, Mediaset, News Corp. and Prince Al-Waleed's acquisition of a stake in Kirch Media, the SESAC securitization and Helkon AG's restructuring
- Chris served as the lead advisor to Deutsche Bank in the €170 million insolvency restructuring of Senator AG, and launched in November 2007 a global kids channel ("Kids Co") in partnership with NBC Universal. Chris has advised Stewart Till on raising capital for the formation of Stadium International, a company formed to develop an independent pan-European film distribution business, and Stadium's first acquisition to date of Icon, Mel Gibson's distribution platform in Australia and the UK
- Prior to founding MEA, Chris served as Head of the European Media and Entertainment Group for Houlihan Lokey Howard & Zukin. At Houlihan Lokey, Chris valued over \$10 billion in media and entertainment assets, helped raise over \$4 billion in debt, advised on several intellectual property securitizations and provided advisory services to over 70 clients worldwide
- Chris joined Houlihan Lokey in May of 1996 after spending one and a half years as an Associate Analyst for Paul Kagan Associates where he contributed to such publications as Motion Picture Investor, Video Investor, International Co-Production and Euro-Media Regulations. Prior to Paul Kagan Associates, Chris worked as an account manager for Cinematix, a theme park design firm
- Chris was selected by the United Kingdom's Department of Trade and Industry to analyze opportunities for digital radio in the United Kingdom
- Chris received an MBA and a BA in Journalism from Northeastern University in Boston

Christopher Borde –
Managing Director [London]



- Managing Director of MEA
- ✓ Over 25 years of experience in the media and entertainment sector
- ✓ Specialist skills in M&A and restructuring
- Selected advisory work & transactions:
 - ✓ Fox Kids Europe's IPO, the Bowie securitization, Mediaset, News Corp. and Prince Al-Waleed's acquisition of a stake in Kirch Media, the SESAC securitization and Helkon AG's restructuring.
 - ✓ Lead advisor to Deutsche Bank in the €170 million insolvency restructuring of Senator AG.
 - ✓ Advisor Stewart Till on raising capital for the formation of Stadium International
- Experience prior to founding MEA:
 - ✓ Head of the European Media and Entertainment Group for Houlihan Lokey Howard & Zukin
 - ✓ Associate at Paul Kagan Associates
 - ✓ Account manager at Cinematix
- Qualifications:
 - ✓ MBA and BA in Journalism Northeastern University in Boston

KRISTINA IVANOVA TERZIEVA
CHIEF INVENTORY OFFICER, CARE.CONNECT
437 D Street, Apt 4A, Boston, MA 02210
kterzieva@gmail.com



PROFESSIONAL EXPERIENCE

Phoenix Marketing International/CBA
Senior Director, Syndicated Financial Services

Natick, MA
July 2009 - Present

- Supervises seven financial services products, representing firm revenues in excess of \$5.2M, both domestic and international clients;
- Counsels Fortune 100 companies on best approaches to their brand and advertising communication strategies;
- Develops new product offerings and ongoing product enhancements to help clients achieve viable business results while adding to bottom-line company profits;
- Analyzes consumer insights and market trends that directly impact brand and advertising effectiveness of existing clients;
- Presents new business development concepts on syndicated and custom market research to financial services prospects;
- Manages day-to-day workload and oversees all research deliverables, provides guidance on appropriate research techniques and methodologies to the junior research associates;
- Initiates, designs and implements category-specific webinars targeted at building thought-leadership and generating new leads;

JumpShift Co. (a New Zealand Start-Up)
Brand Management Consultant, Board of Advisors

Babson Park, MA
September 2011 – present

- Designs market research programs across existing and prospect users to refine services provided and expand existing client base;
- Performs category-specific research and analysis on core business and economic issues and market tendencies facing the company and the industry to refine strategy implementation and brand positioning;
- Designs promotional materials to enhance the marketing activities employed by the company;
- Contributes to new product development and overall business strategy.

Phoenix Marketing International/CBA
Product Manager and Senior Analyst

Natick, MA
June 2005 – June 2009

- Identified requirements for new product category targeting retirement planning providers and financial advisors, collaborated with senior management and clients to design and lead a research function in response to client's needs and objectives;
- Managed all aspects of syndicated advertising evaluation and brand awareness studies in the retail banking services category among over 2,000 consumers, prepared customized monthly and quarterly analyses for multiple clients;
- Developed "current and best practices" based on in-depth analysis of data to distinguish overall category trends, issues, and consumer interests, shared insights with category clients and their advertising agency to optimize value of research;
- Cooperated with clients to define strategic marketing issues and to guide the selection of appropriate research to generate meaningful, actionable consumer insights.

Tracs, Inc
Marketing Assistant – Internship

Chestnut Hill, MA
May 2004 - October 2004

- Identified consumer demographics utilizing Simmons Study of Media and Markets to classify potential segments of the market for future expansion;
- Contributed to the development of creative PR strategies, including writing press releases and pitch letters for Ali's Run, Verizon Millrose Games, and NOVO Nordisk;
- Performed post-event analysis on the impact of marketing initiatives to bottom-line business profits;
- Designed promotional materials for program sponsorships and general marketing purposes, which led to new capital inflow from 3 official sponsors.

EDUCATION

Babson College

Masters in Business Administration
BS in Business Management

Concentration: Marketing and Economics
Honors: Dean's List, Fall 2003 thru Spring 2005
Excellence Award in Economic Affairs

Babson Park, MA
September 2009 – May 2013
May 2005



JOHAN PONTIN

19 BEDFORD ROAD
LINCOLN, MA. 01773

████████████████████
johanpontin@pontinus.com

OVERVIEW

- Experienced CEO, entrepreneur and investor with proven track record in High-Tech and Life Sciences
- International and broad industry experience in Strategic Planning, Business Development and M&A.
- Innovative executive and dealmaker with successful background in corporate development and strategic planning
- Positive leader and effective communicator with persuasive rapport with people of diverse backgrounds and professional levels.
- Expertise in operations and change management in high-growth environments. Industry expertise in Life Science, Information Communication Technologies, new media, manufacturing and security industry domains in both private and public company settings
- Entrepreneurial founding partner of 200 MUSD international venture capital firm Pod Venture Partners (Pod Holding)

CAREER EXPERIENCE

EMERALD BIO

BOSTON, MA AND SEATTLE, WA

CHAIRMAN AND CEO

NOVEMBER 2009-PRESENT

Led buy out of Emerald Biostructures Inc. and Emerald Biosystems Inc in November 2009 from deCode Genetics Inc. The company operates as a world leading Structure Guided Drug Discovery Solutions provider serving leading Pharma/Biotech in the US and Europe

- Emerald Bio has tripled its commercial revenue during the past 4 years
- Emerald Bio has generated 11 IND's with two approved drugs to date
- Emerald Bio is the single largest strategic drug discovery research collaborator with the Broad Institute in Cambridge, MA

POD VENTURE PARTNERS (POD HOLDING)

BOSTON, MA AND STOCKHOLM, SWEDEN

FOUNDING MANAGING PARTNER

NOVEMBER 2000-JUNE 2009

Co-Founded Pod Venture Partners (Pod Holding) an international venture capital firm with 200 MUSD under management with offices in Boston and Stockholm.

- Established investment strategy and built team to source, grow and harvest venture capital investments. Executed 14 investments.
- Worked closely with portfolio company executives on their opportunities as well as challenges. Including strategy & positioning, executive recruiting, developing sales and marketing strategies, targeting M&A and joint ventures.
- Responsible as General Partner for management of all transactional work across entire portfolio, including investments, joint ventures/collaborations, M&A activity and exits. Completed two IPO's for Inion OY and Transmode Systems AB.
- Identified business opportunity with software to enable logical and physical security convergence. Collaborated with MIT professor/inventor to define commercialization plan and recruiting of key management. Advised management on business development priorities and operating plans, growing company from 0 USD to 20 MUSD run rate. Successfully sold the company to Active Identity later acquired by ASSA ABLOY AB.



- Invested in leading information systems operations management (ISOM) open-source software company in Sweden. Collaborated with founders and management to establish a strategy based on organic growth as well as M&A to achieve European leadership. Achieved 400% revenue growth and European leadership in two years time.

ASSA ABLOY AB

STOCKHOLM, SWEDEN

GROUP BUSINESS CONTROLLER CORPORATE FINANCE & MERGER AND ACQUISITIONS JUNE 1998- NOVEMBER 2000

Served in the management team of ASSA ABLOY (OMX: ASSA), the world's leading manufacturer and supplier of physical security solutions.

- Recruited to management team of ASSA ABLOY by deputy CEO to execute M&A strategy in the company's effort to achieve global leadership.
- Responsible for M&A and corporate finance activities. Successfully executed 27 acquisitions, collectively worth over 2,5 BUSD in value. Which resulted in ASSA ABLOY achieving global leadership in the physical security industry. The management team grew revenue run rate in 1998 of 1,2 BUSD (8,0 BSEK) to 4 BUSD (28 BSEK) in 2001.
- Enabled financing for growth strategy by leading two public secondary offerings, value in excess of 500 MUSD (3,5 BSEK).
- Established and authored corporate policy for the ASSA ABLOY Group in order to facilitate faster integration of acquired companies. Established Group Company benchmarking tools and practices resulting in higher intercompany collaboration and sales.
- Collaborated with CEO and CFO on investor relation activities, such as annual and quarterly reporting, communication with industry and stock analysts as well as with the Swedish Shareholder's organization.

COOPERS & LYBRAND LLC

BOSTON, MA AND STOCKHOLM, SWEDEN

FINANCIAL ADVISORY SERVICES GROUP (FAS)

SENIOR CONSULTANT

JUNE 1994-JUNE 1998

ASSOCIATE CONSULTANT

JUNE 1993-JUNE 1994

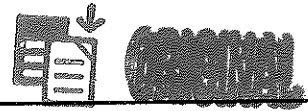
Management consultant in the FAS (Financial Advisory Services) Group of Coopers & Lybrand in Boston and Stockholm.

- Advised High-Tech, Life Science and Private Equity clients on investments in the US and Nordic countries.
- Consulted to management of fortune 500 as well as emerging leaders on M&A, valuation, structuring and due diligence.
- Served as acting Business Controller (1994-1995) of Modern Times Group (OMX: MTGNY) while preparing company for its IPO.
- Assisted the Managing Partner in his business plan creation and execution for the New England practice, developing business development strategy and benchmarking for the practice.
- Selected to serve on the Firm Technology Council through the merger of Coopers & Lybrand and Pricewaterhouse

EDUCATION

BOSTON COLLEGE, CHESTNUT HILL, MA

BS in Business Administration from Carroll School of Management



Finance Major, Class of 1993

**ROYAL SWEDISH NAVY
PT BOAT COMMANDER**

**EAST COAST COMMAND, MUSKÖ AND BERGA
1987-1988**

- Graduated first in my class at naval academy
- Awarded honorary service under the Secretary of the Navy, Minister of Defence and the King of Sweden as boat commander of the HMS Blåtunga. The boat is used to host foreign dignitaries and as an inspection vessel for the Royal Navy Fleet.
- As naval intelligence officer awarded highest honors as submarine hunter in the Baltic Sea

NON FOR PROFIT EXPERIENCE

**NOVACK FAMILY FOUNDATION
TRUSTEE**

**BOSTON, MA
2000 - PRESENT**

The mission of the charitable foundation is to help children in need thru either direct aid or education.

- Foundation co-lead the teen action campaign in Boston together with the Fireman and Kraft family foundations
- Foundation is a key contributor to Jewish Children and Family Services
- Foundation is a key contributor to the Franciscan Children's Hospital
- Foundation is a key contributor to the Facing History and Ourselves

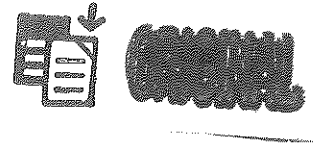
**MUSEUM OF SCIENCE, MOS
OVERSEER**

**BOSTON, MA
2012 - PRESENT**

- Member of the program advisory committee for the museum
- Member of the technology council committee for the museum

PERSONAL

- Living together with my wife Laura and our teenage daughter Madeline and dog Salty in Lincoln, MA.
- My primary hobbies are cooking, sailing, skiing and playing squash
- Fluent in Swedish, English and Spanish with proficiency in German
- I am a citizen of the United States as well as Sweden



Julie Feola [REDACTED]
19 Harborview Road [REDACTED]
Hull, MA 02045 julie@highhopesstudio.com

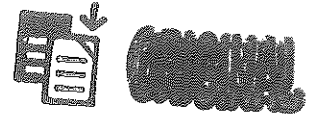
PROFESSIONAL EXPERIENCE:

Medical Marijuana Caregiver (Cultivator) 7/2010-Present

- Harvested 157 crops (weekly perpetuation since August 2010) Equivalent of 40 years of cultivation experience based on perpetuation cycles employed
- Featured in Strain Review section of Releaf Magazine 4 times
- Maintain strict grow room standards including hygiene, environmental controls, pest & disease management, and nutrient/feeding schedules
- Create and test medical marijuana products for patients: salves, capsules, tinctures, edibles
- Medical marijuana activism & patient advocacy: RI & MA State House hearings, signature gathering for decriminalization and medical marijuana ballot measures in MA
- Promote the safe, responsible and private use of medical marijuana according to local laws
- Experience with patients suffering from ALS, Multiple Sclerosis, Cancer, Psoriasis, Skin Cancer
- Lesions, Nausea from cancer treatments, Chronic back pain, Arthritis

Boston Financial Data Services, Inc. Quincy, MA Senior Human Resources Specialist 2/2002-4/2009

- Partnered with management to create sourcing strategies & recruitment plans across Corporate, IT, Mutual Fund, & Defined Contributions divisions in multiple locations
- Managed complex redeployment initiatives as work shifted to new locations
- Participated in Reduction in Force events from planning to message delivery & in-house outplacement services
- Worked on a remodeling initiative in Plan Administration that resulted in a phased realignment of associate titles, grades & salaries
- Introduced & developed 1st Podcast for the organization as part of ongoing effort towards creative & cost-effective sourcing strategies
- Developed recruitment brochure for college recruiting efforts as an interim solution to budget constraints
- Initiated & conducted security analysis that resulted in more efficient background check to ensure 100% legal compliance & workflow reduction for recruiters
- Managed Executive level & HR recruitment
- Delivered internal resume writing/interviewing workshops
- Partnered with colleges to facilitate co-op & internship hiring
- Selected & maintained relationships with staffing agencies
- Maintained and improved functional operating process and procedures
- Became internal employment consultant to other HR functions
- Coached employees and managers on employee relations issues



Kforce Professional Staffing

Contract Recruiter-Liberty Financial 8/00-11/01 Boston, MA

- _ Full Cycle recruiter for Liberty Funds & Keyport Life Insurance simultaneously
- _ Part of pre-sale conversion team

Contract Recruiter-Boston Financial Data Services 5/97-8/00 Quincy, MA

- Managed high volume recruitment for Mutual Fund client groups & Defined Contribution Services in multiple locations
- Assisted generalists with employee relations issues & placing associates returning from leaves
- Lead college recruitment program
- Worked on transition team for large call center relocation & served as sole placement coordinator for associates needing redeployment; required working with associates one-on-one to determine appropriate career path; interview coaching

Private First Class, United States Army Reserve, 187th Medical Battalion 1/90-12/91 Utica, NY

EDUCATION:

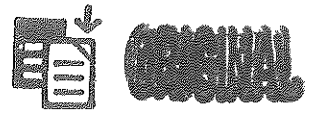
Basic & Advanced Certification
(Cultivation & Dispensary Operations)-Oaksterdam University, Oakland, CA

B.A. Psychology - Graduated Magna Cum Laude
Minor- Spanish & Women's Studies
Hartwick College, Oneonta, NY

Training Classes: AIRS Virtual World Sourcing, Leadership Essentials, Change Theory & Practice, Interaction Skills for Success, Career Development Workshop, Negotiation Skills, Salary Analysis

Technical Skills: PeopleSoft 8.9, PDS, Basic Word & Excel, Visio, Internet & Social Networking Sourcing

Non-Profit Experience: Co-Founder /Former President of Hull Seaside Animal Rescue
Wrote Grant Successfully Receiving \$50k for start-up



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: MA Care.Connect, Inc. _____

Application # (if more than one): _____

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

Attach one-page bank statement.



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

MA CARE CONNECT, INC.

BUSINESS FUNDAMENTALS CHK



Last Posting Date 11/19/2013

Date/Time Printed 11/20/2013 2:51 PM EST

Since Last Statement Summary

Last Statement Date 10/31/2013

Balance Last Statement (\$)

Deposits/Credits (+) # 1

Withdrawals/Debits (-) # 0

Available Balance (\$)

\$500,025.00

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 Amount Included in Available Balance

Credit \$500,010.00 \$500,040.00



Transaction History



Bank of America, N.A.
Tremont St. Banking Center
6 Tremont St.
Boston, MA 02108

[Signature]

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: MA Care.Connect, Inc.

Application # (if more than one): _____

Individual Name	Business Address	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1 Johan Pontin		\$ 49,800 8.3%	Cash in the form of a loan		
2 Christopher Borde		\$ 550,200 91.7%	Cash in the form of a loan		
3 Add more rows as needed.....		\$ %			

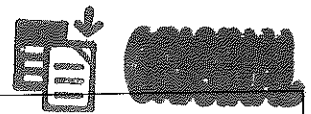
Entity Name/ Business Address	Leadership Names	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			
2 Add more rows as needed.....	CEO/ED: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

CAPITAL EXPENSES
(Exhibit 4.3)

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

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

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$ 30,000	
2	Environmental survey	\$ 5,000	
3	Permits and Fees	\$ 10,300	
4	Security assessment	\$N/A	Included in the security quote provided below
5	Land/building cost	\$N/A	Leased
6	Site clean-up and preparation	\$ 11,000	Power washing, Demolition, Disposal, Crane and rigging rooftop equipment
7	Project management & Labor	\$ 107,000	
8	_____	\$	
9	_____	\$	
	Build-out Costs		
1	Construction expenses	\$ 213,100	
2	Painting and finishes	\$ 121,000	
3	Security system	\$ 155,000	Includes equipment and installation
4	Landscape work	\$ 1,500	
5	Parking facility	\$ N/A	No on-site patients. Care.Connect delivers.
6	Generator	\$ 38,500	Include Generator and set-up on roof
7	_____	\$	
8	_____	\$	
9	_____	\$	
	Equipment Costs		
1	Vehicles and transportation	\$ N/A	Plan assumes vehicles will be leased
2	Cultivation equipment	\$ 71,245	Assumes grow level of [] / Year
3	Furniture and storage needs	\$ 35,000	Safes, furniture and Storage
4	Computer equipment	\$ 25,469	Includes all hardware for the dispensary and PDAs used by drivers
5	HVAC	\$ 25,900	Using multiple duck-less mini splits AC systems
6	Kitchen/food prep equipment	\$ 39,700	
7	Other- describe	\$	
8	_____	\$	
9	_____	\$	
	TOTAL	\$ 889,645	



YEAR-ONE OPERATING BUDGET (Exhibit 4.4)

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

Corporation Name: MA Care.Connect, Inc. Application # (if more than one): _____
 Budget Period: February 1, 2014 to January 31, 2015

Projected Number of Patients is 289 by the end of year 1. Number of Visits: Run rate of 1,650 transactions / month by end of year 1 and a total 7,500 transaction throughout year 1. Model assumes steady ramp of customer base.

		Year ONE Budget	Budget Notes ⁱ
REVENUE			
1	Medical Marijuana sales	\$ 600,700	Revenue ramped up over the year.
2	Less: Hardship Sales	(\$ 48,058)	Revenue net of 8% hardship contributions.
3	Other supplies sold	\$ 60,070	Vaporizers and other supplies @ 10% of sales
3	Delivery charge	\$ 75,500	\$10 / delivery (excludes hardship)
A	TOTAL REVENUE:	\$ 688,212	
PAYROLL EXPENSES			
	Personnel Category	# FTE	
1	Executive Management	6	\$ 800,000 CEO, COO, CFO, CSO CIO
2	Drivers and Dispatchers	12	\$ 340,000 Assumes driving teams of 2 agents
3	Grow Team	3	\$ 106,700 Assumes 3 junior grower support
4			
B	TOTAL SALARIES		\$ 1,246,700
C	Fringe Rate and Total	18%	\$ - Included in salary projections
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$ 1,246,700
OTHER EXPENSES			
1	Consultants	\$ 80,000	
2	Equipment	\$ 30,000	Vaporizers and other supplies costs
3	Supplies	\$ 13,167	Cultivation Supplies
4	Office Expenses	\$ 46,800	
5	Utilities	\$ 27,600	Phone, electric, water etc.
6	Insurance	\$ 15,000	
7	Interest	\$ 220,000	Cost of funding Capex and roll out
8	Depreciation/Amortization	\$ 162,000	
9	Leasehold Expenses	\$ 138,000	
10	Bad Debt	\$	No bad debt expected. No purchase on credit.
11	Xxx	\$	
12	Xxx	\$	
13	Xxx	\$	
14	Xxx	\$	
E	TOTAL OTHER EXPENSES		\$ 732,567
	TOTAL EXPENSES: (D+E)		\$ 1,979,267
	DIFFERENCE		(\$ 1,291,055)



THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

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

Fiscal Year Time Period: June 1 to May 31 Projected Start Date for the First Full Fiscal Year: Ending May 31, 2015

	FIRST FULL FISCAL YEAR PROJECTIONS 2015	SECOND FULL FISCAL YEAR PROJECTIONS 2016	THIRD FULL FISCAL YEAR PROJECTIONS 2017
Projected Revenue	\$ 688,212	\$ 1,957,664	\$ 3,227,501
Projected Expenses	(\$ 2,124,100)	(\$ 2,451,385)	(\$ 2,874,194)
TOTAL :	(\$ 1,435,888)	(\$ 493,721)	\$ 353,307
Number of Patients	289 ⁱ	578	866
Number of Patient Visits	7,500	21,372	35,235
Projected % of growth rate annually (revenue)	na%	184.4%	64.9%
Total FTE in staffing	21 FTE	29 FTE	35 FTE
Projected Medical Marijuana Inventory	117 Lbs.	334 Lbs.	551 Lbs.

ⁱ Enter projected information



EVIDENCE OF INTEREST IN DISPENSARY SITE
(Exhibit 5.1)

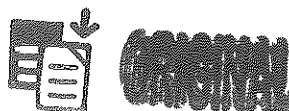
This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.

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

Physical Address	County	Type of Evidence Attached
440 McClellan Highway, East Boston, Massachusetts 02128	Suffolk	<ul style="list-style-type: none">Executed Letter of Intent

MINTZ LEVIN

Allan Caggiano | 617 348 1705 | acaggiano@mintz.com



One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

November 21, 2013

440 McClellan LLC
c/o Cargo Ventures
1990 Broadway
New York, NY 10019
Attn: Jacob Citrin

Dear Mr. Citrin:

This firm represents MA Care.Connect, Inc., a Massachusetts non-profit corporation, and has been authorized to submit this lease proposal (this "Agreement") to lease the Premises (as defined below) pursuant to the terms hereof.

TENANT: MA Care.Connect, Inc., a Massachusetts non-profit corporation

LANDLORD: 440 McClellan LLC, a Delaware limited liability company

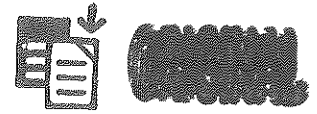
PREMISES / BUILDING: Warehouse 105T (consisting of approximately 4940 rentable square feet of space on the 1st floor of the Building) and Office Suite 102B-1 (consisting of approximately 3080 rentable square feet of space on the 2nd floor of the Building) (collectively, the "Premises") located in the building (the "Building") commonly known and numbered as 440 McClellan Highway, East Boston, Massachusetts, together with use of the common areas of the Building (the common areas, Premises, the Building, and the real property on which the Building is situated, the "Property").

LEASE TERM / TERMINATION: 5 years commencing on the Commencement Date (as defined below) plus any partial month for the Term to expire on the last day of the month in which the 5th anniversary of the Commencement Date occurs (the "Term").

COMMENCEMENT DATE / TERMINATION: February 15, 2014 (the "Commencement Date"). Tenant shall have the right to terminate this Agreement and the Lease for any reason prior to February 15, 2014.

OPTIONS TO EXTEND: None.

PERMITTED USE: Warehouse, storage, processing and packaging, testing and quality control facilities, office, baking, production and cultivation of plant products (including without limitation medical marijuana), and retail sales (provided that no customers of Tenant shall be permitted onsite), including without limitation for a registered marijuana dispensary and the sale of medical marijuana and medical marijuana infused and related products and supplies, and uses ancillary thereto. Notwithstanding the foregoing, Tenant shall not conduct its business in the Premises (i) other than in compliance with applicable state and local laws (see the Federal Law Termination right below for Landlord's and Tenant's rights with respect to federal law enforcement), or (ii) in a manner that unreasonably interferes with the



use of the Building by other tenants for uses permitted under their leases. If Landlord notifies Tenant that Tenant is in default of its obligations under clauses (i) or (ii) of the immediately preceding sentence, , and either Tenant disagrees with Landlord or determines in its sole discretion that stopping such conduct will have a material adverse effect on Tenant's business, Tenant shall have the right to terminate this Agreement and the Lease. In the event that Landlord or Tenant determines that Tenant's occupancy and use of the Premises will be violate clause (i) or (ii) of the immediately preceding sentence prior to execution and delivery of the Lease, neither Landlord nor Tenant shall have an obligation to execute the Lease and Landlord shall have the right to retain the Option Fee (as hereinafter defined). In the event that Tenant fails to remedy such failure within 10 days after written notice thereof from Landlord, Landlord and Tenant shall have the right to terminate the Lease.

BASE RENT:

Year One: \$11.95 per rentable square foot
Year Two: \$12.95 per rentable square foot
Year Three: \$13.95 per rentable square foot
Year Four: \$14.95 per rentable square foot
Year Five: \$15.95 per rentable square foot

COMMON AREA EXPENSES:

Tenant shall be responsible to pay, within thirty (30) days after invoice therefor from Landlord, Tenant's pro-rata share of all expenses incurred by Landlord for common area maintenance of the Building ("CAM Expenses"), which CAM Expenses will exclude costs and expenses that customarily and commonly excluded from CAM Expenses in commercial leasing (which items shall be specified in the Lease).

INSURANCE:

Landlord's and Tenant's insurance obligations are to be specified in the Lease. Tenant shall be solely responsible for any increases in premiums of casualty or liability insurance carried by Landlord occasioned by Tenant's proposed use of the Premises, provided that if such premiums increases to the extent that the portion of such premiums attributable to Tenant is 200% or more of the portion of such premiums that would be attributable to Tenant if Tenant's use of the Premises were office use alone, Tenant shall have the right to terminate this Agreement and the Lease.

REAL ESTATE TAXES:

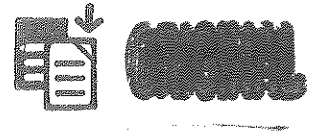
Tenant shall pay its proportionate share of real estate taxes attributable to the Building within 30 days after invoice therefor by Landlord.

SECURITY DEPOSIT:

Subject to Landlord's review of Tenant's financial information.

OPTION FEE:

No later than one (1) business day after the Lease is fully executed and delivered by Landlord and Tenant, Tenant shall have the right to pay to Landlord \$10,000 (the "Option Fee"), which Option Fee when paid shall be deemed fully earned upon receipt by Landlord and shall be non-refundable and become Landlord's property provided that Landlord fulfills its obligations set forth in this Agreement. Upon Payment of the Option Fee, Landlord agrees to withdraw the Premises from the market and to no longer market the Premises or solicit or



use of the Building by other tenants for uses permitted under their leases. If Landlord notifies Tenant that Tenant is in default of its obligations under clauses (i) or (ii) of the immediately preceding sentence, and either Tenant disagrees with Landlord or determines in its sole discretion that stopping such conduct will have a material adverse effect on Tenant's business, Tenant shall have the right to terminate this Agreement and the Lease. In the event that Landlord or Tenant determines that Tenant's occupancy and use of the Premises will violate clause (i) or (ii) of the immediately preceding sentence prior to execution and delivery of the Lease, neither Landlord nor Tenant shall have an obligation to execute the Lease and Landlord shall have the right to retain the Option Fee (as hereinafter defined). In the event that Tenant fails to remedy such failure within 10 days after written notice thereof from Landlord, Landlord and Tenant shall have the right to terminate the Lease.

BASE RENT:

Year One: \$11.95 per rentable square foot
Year Two: \$12.95 per rentable square foot
Year Three: \$13.95 per rentable square foot
Year Four: \$14.95 per rentable square foot
Year Five: \$15.95 per rentable square foot

COMMON AREA EXPENSES:

Tenant shall be responsible to pay, within thirty (30) days after invoice therefor from Landlord, Tenant's pro-rata share of all expenses incurred by Landlord for common area maintenance of the Building ("CAM Expenses"), which CAM Expenses will exclude costs and expenses that customarily and commonly excluded from CAM Expenses in commercial leasing (which items shall be specified in the Lease).

INSURANCE:

Landlord's and Tenant's insurance obligations are to be specified in the Lease. Tenant shall be solely responsible for any increases in premiums of casualty or liability insurance carried by Landlord occasioned by Tenant's proposed use of the Premises, provided that if such premiums increases to the extent that the portion of such premiums attributable to Tenant is 200% or more of the portion of such premiums that would be attributable to Tenant if Tenant's use of the Premises were office use alone, Tenant shall have the right to terminate this Agreement and the Lease.

REAL ESTATE TAXES:

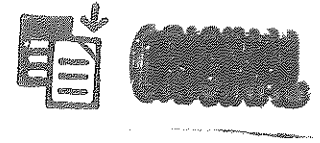
Tenant shall pay its proportionate share of real estate taxes attributable to the Building within 30 days after invoice therefor by Landlord.

SECURITY DEPOSIT:

Subject to Landlord's review of Tenant's financial information,

OPTION FEE:

No later than one (1) business day after the Lease is fully executed and delivered by Landlord and Tenant, Tenant shall have the right to pay to Landlord \$10,000 (the "Option Fee"), which Option Fee when paid shall be deemed fully earned upon receipt by Landlord and shall be non-refundable and become Landlord's property provided that Landlord fulfills its obligations set forth in this Agreement. Upon Payment of the Option Fee, Landlord agrees to withdraw the Premises from the market and to no longer market the Premises or solicit or



accept proposals to rent or purchase the Premises. If the Lease is fully-executed, the Option Fee shall be applied to amounts due by Tenant under the Lease (including without limitation the security deposit, if any).

ENFORCEMENT OF FEDERAL LAW

Landlord and Tenant agree that if the federal government begins taking enforcement action against businesses similarly situated as Tenant (considering all circumstances, including without limitation the nature and reputation of the businesses and operators being subject to such enforcement and the underlying causes for such enforcement), such that either Landlord or Tenant has a reasonable basis to believe that there is a reasonable possibility and risk that federal enforcement action will be taken against Landlord or Tenant, then Landlord and Tenant shall each have a unilateral right to terminate (or not enter into) the Lease (the "Federal Law Termination Right").

UTILITIES:

Landlord shall at its sole cost and expense separately meter utilities serving the Premises, if practicable. To the extent not separately metered, Landlord shall equitably allocate the cost of utilities based upon Tenant's use of the Premises.

SIGNAGE:

None.

PARKING:

Landlord will provide valet parking or dedicated parking spaces for Tenant in the lot adjacent to the Building (such dedicated spaces to be subject to relocation by Landlord within the lot adjacent to the Building) in common others throughout the Term at no cost to Tenant and Landlord shall at all times make available such parking for at least 10 vehicles of Tenant and its employees, visitors and guests.

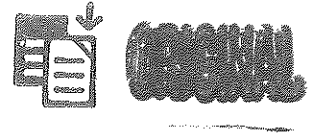
ASSIGNMENT/ SUBLETTING:

Tenant shall have a right to assign the Lease or sublease any or all portions of the Premises without the consent of the Landlord (a) an entity resulting from a merger or consolidation of or with Tenant, or (b) a sale of all of substantially all of Tenant's assets, and (c) to a parent, subsidiary, or affiliate of Tenant, or an entity substantially in common ownership or control of Tenant, provided that the originally named tenant shall remain jointly and severally liable for the obligations of the Tenant under the Lease and provided further that any such entity shall have a net worth equal to or greater than the greater of (i) the net worth of Tenant at the time of execution of the Lease and (ii) the net worth of Tenant immediately prior to such assignment. Any other assignment or sublease shall be subject to Landlord's prior approval, which will not be unreasonably withheld, conditioned or delayed (each, a "Permitted Transfer"). Except with respect to a Permitted Transfer, if Tenant assigns the Lease or sublets any portion of the Premises, Tenant shall split any profit therefrom (if any) 50/50 with Landlord.

LANDLORD'S WORK / ALTERATIONS:

Tenants agrees to accept the Premises in its "as is" condition, except that, notwithstanding the foregoing, on or before the Commencement Date Landlord shall install a canvas covering the chain link fence and have the Premises professionally cleaned.

Tenant shall have the right to make (a) the alterations and



improvements set forth on Exhibit A attached hereto, subject to insurance and other requirements to be set forth in the Lease and provided that Landlord first approves the plans and specifications for such alterations and improvements, which approval will not be unreasonably withheld, conditioned or delayed; and (b) interior, non-structural alterations and improvements that do not affect the structure, exterior appearance, or common systems in the Building. All other alterations require Landlord's prior consent, which will not be unreasonably withheld, conditioned or delayed; provided that if (i) Tenant is required to make alterations or improvements by Department of Health or other regulations or applicable law which are not occasioned by a material change to the business operations of Tenant at the Premises, (ii) such alterations or improvements cannot be postponed beyond the expiration of the Term without (a) the payment of a fine or other amount, or (b) risk (1) that Tenant's licensing will be suspended or revoked or (2) to Tenant's right or ability to continue to use the Premises for the conduct of Tenant's business for the Permitted Use in substantially the same manner that Tenant was conducting its business prior to such regulations or applicable law, (iii) Landlord's consent is required for Tenant to make such alterations or improvements, and (iv) Landlord does not provide its consent thereto, then Tenant shall have the right to terminate this Agreement and the Lease.

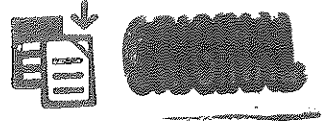
MAINTENANCE / REPAIRS:

Landlord: Landlord shall be responsible throughout the Term to maintain in good working order and condition and to repair and (when reasonably necessary) replace all common areas and components thereof (including without limitation the common hallways, loading docks, and common utilities), the exterior envelope of the building (including without limitation the roof, exterior walls, and foundation). Landlord shall manage and operate the Property in good, clean order and condition consistent with commercially reasonable standards, including without limitation promptly removing snow and sanding sidewalks, and loading areas (if any).

Tenant: Tenant shall be responsible throughout the Term to maintain and repair (but not replace, which shall be Landlord's responsibility) the portions of the Premises located within the exterior plane of the interior walls, ceiling and floor of the Premises in good working order and condition. Notwithstanding the foregoing to the contrary, Landlord shall not be responsible to replace any alterations or improvements made by Tenant to the Premises.

SURRENDER:

Upon expiration or termination of the Lease, Tenant shall (a) return the Premises in the same (or better) condition as received, ordinary wear and tear excepted, and (b) remove any and all alterations and improvements made by Tenant that Landlord specifies in writing at least 6 months prior to the expiration of the Term. Notwithstanding the foregoing, Tenant shall have the right to remove any and all personal property, light fixtures and security equipment installed by Tenant, all kitchen equipment, generator, security equipment, Tenant's trade fixtures and equipment, safes, and all other personal property and equipment installed by Tenant. Tenant shall repair any damage caused



to the Premises arising from Tenant's removal of such items to the extent reasonably practical, provided that in no event will Tenant be responsible to paint or repaint the Premises or to patch small holes caused by hanging pictures or other decorations.

ACCESS:

Tenant shall have the right to access the Premises 24 hours per day, 365 days per year. Due to the unique nature of Tenant's business, Landlord shall not access the Premises unless it provides Tenant with at least 24 hours' notice (other than in the event of an emergency, in which case Landlord may access the Premises if and as permitted by applicable laws and after giving as much notice (verbal or otherwise) to Tenant as is reasonably possible under the circumstances) that it desires such access and Landlord shall be accompanied by a representative of Tenant at all times during such access. Upon executing the Lease, Tenant shall have the right to enter the Premises free of charge prior to the Commencement Date for the purposes of inspecting the Premises with its architects and engineers and installing Tenant's furniture, fixtures and equipment, and to otherwise prepare the Premises for the operation of Tenant's business.

SNDAS:

Landlord shall undertake commercially reasonable efforts to obtain for the benefit of Tenant a commercially reasonable subordination, non-disturbance agreement (SNDA) in recordable from Landlord's existing and future lenders and ground lessors.

DEFAULT:

Tenant shall have five (5) days after written notice from Landlord to cure any monetary defaults under the Lease and thirty (30) days (or such longer period of time that is reasonable not to exceed 90 days provided that Tenant has promptly commenced and diligently prosecutes a cure) after written notice from Landlord to cure non-monetary defaults under the Lease.

BROKERAGE:

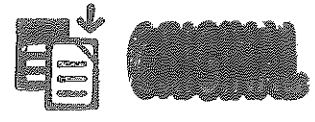
Landlord and Tenant represent that they have not dealt with any broker in connection with this transaction other than NAI Hunneman, whose commission will be paid by the Landlord in accordance with a separate agreement. Landlord and Tenant shall indemnify and hold harmless the other for breach of such representation.

SECURITY/ ACCESS:

Tenant shall have the right to use the existing security system (if any) serving the Premises and the Building (if any). Tenant shall have the right to install a security system serving the Premises as required by law or desired by Tenant.

LEASE / TERM SHEET BINDING:

Landlord and Tenant agree to use good faith and diligent efforts after the full execution of this Agreement to negotiate and execute a commercially reasonable lease (the "Lease") incorporating the provision of this Agreement and otherwise containing reasonable provisions that are usual and customary in commercial leasing. The parties acknowledge and agree that this Agreement is binding upon them and entering into the Lease is a not a condition to the binding nature of this Agreement. Whenever the term "Lease" is used in this Agreement, such term shall mean this Agreement until the Lease is fully executed. If the Lease is not executed on or before February 15,



2014, Landlord and Tenant shall have the right to terminate this Agreement by providing written notice of such termination.

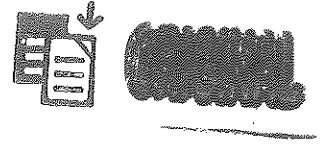
AUTHORITY AND ENVIRONMENTAL:

The undersigned represent and warrant that they have been duly authorized and the power to execute this Agreement and bind Landlord and Tenant pursuant to the terms hereof. To Landlord's knowledge, there are no toxic or environmentally hazardous materials affecting the Property.

CONFIDENTIALITY:

In order to protect the privacy of the operation of Tenant's business in the Premises, Landlord agrees (a) not to publish on any website or otherwise publicly advertise the existence of Tenant or its business in the Premises, and (b) to use commercially reasonable efforts to not disclose to third parties the existence of Tenant's business in the Premises, provided that Landlord shall not be obligated to take affirmative action to prevent such disclosure to third parties. Notwithstanding the foregoing, Tenant agrees that Landlord shall have the right to disclose Tenant's existence in the Premises to its lenders and potential lenders, potential purchasers, and its attorneys, accountants, and other consultants and parties to the extent that such disclosure is reasonably necessary or required by applicable laws.

[REMAINDER OF PAGE BLANK; SIGNATURES ON NEXT PAGE]



Please execute this Agreement below to indicate your agreement and acceptance of the terms of this Agreement.

Sincerely,

Allan Caggiano
Attorney for Tenant

Agreed to and accepted by:

LANDLORD:

440 MCCLELLAN, L.L.C.

By: _____

Name: Jonathan Sachs

Its: Attorney

Duly authorized

TENANT:

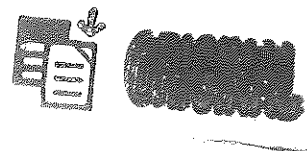
MA CARE.CONNECT, INC.

By: _____

Name:

Its:

Duly authorized



Please execute this Agreement below to indicate your agreement and acceptance of the terms of this Agreement.

Sincerely,

Allan Caggiano
Attorney for Tenant

Agreed to and accepted by:

LANDLORD:

440 MCCLELLAN LLC

By: _____

Name: Jonathan Sachs

Its: Attorney

Duly authorized

TENANT:

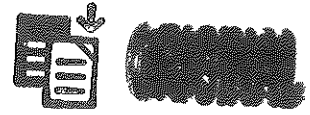
MA CARE.CONNECT, INC.

By:  _____

Name: JOHAN PONTIN

Its: PRESIDENT

Duly authorized



Please execute this Agreement below to indicate your agreement and acceptance of the terms of this Agreement.

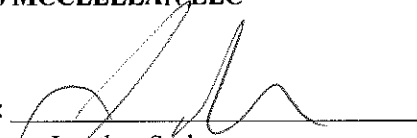
Sincerely,

Allan Caggiano
Attorney for Tenant

Agreed to and accepted by:

LANDLORD:

440 MCCLELLAN LLC

By: 
Name: Jonathan Sachs
Its: Attorney
Duly authorized

TENANT:

MA CARE.CONNECT, INC.

By: _____
Name:
Its:
Duly authorized

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: _____ MA Care.Connect Inc. _____ Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
440 McClellan Highway, East Boston Massachusetts 02128	Suffolk	Executed Letter of Intent



MINTZ LEVIN

Allan Caggiano | 617 348 1705 | acaggiano@mintz.com

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

November 21, 2013

440 McClellan LLC
c/o Cargo Ventures
1990 Broadway
New York, NY 10019
Attn: Jacob Citrin

Dear Mr. Citrin:

This firm represents MA Care.Connect, Inc., a Massachusetts non-profit corporation, and has been authorized to submit this lease proposal (this "Agreement") to lease the Premises (as defined below) pursuant to the terms hereof.

TENANT: MA Care.Connect, Inc., a Massachusetts non-profit corporation

LANDLORD: 440 McClellan LLC, a Delaware limited liability company

PREMISES / BUILDING: Warehouse 105T (consisting of approximately 4940 rentable square feet of space on the 1st floor of the Building) and Office Suite 102B-1 (consisting of approximately 3080 rentable square feet of space on the 2nd floor of the Building) (collectively, the "Premises") located in the building (the "Building") commonly known and numbered as 440 McClellan Highway, East Boston, Massachusetts, together with use of the common areas of the Building (the common areas, Premises, the Building, and the real property on which the Building is situated, the "Property").

LEASE TERM / TERMINATION: 5 years commencing on the Commencement Date (as defined below) plus any partial month for the Term to expire on the last day of the month in which the 5th anniversary of the Commencement Date occurs (the "Term").

COMMENCEMENT DATE / TERMINATION: February 15, 2014 (the "Commencement Date"). Tenant shall have the right to terminate this Agreement and the Lease for any reason prior to February 15, 2014.

OPTIONS TO EXTEND: None.

PERMITTED USE: Warehouse, storage, processing and packaging, testing and quality control facilities, office, baking, production and cultivation of plant products (including without limitation medical marijuana), and retail sales (provided that no customers of Tenant shall be permitted onsite), including without limitation for a registered marijuana dispensary and the sale of medical marijuana and medical marijuana infused and related products and supplies, and uses ancillary thereto. Notwithstanding the foregoing, Tenant shall not conduct its business in the Premises (i) other than in compliance with applicable state and local laws (see the Federal Law Termination right below for Landlord's and Tenant's rights with respect to federal law enforcement), or (ii) in a manner that unreasonably interferes with the

accept proposals to rent or purchase the Premises. If the Lease is fully-executed, the Option Fee shall be applied to amounts due by Tenant under the Lease (including without limitation the security deposit, if any).

ENFORCEMENT OF FEDERAL LAW

Landlord and Tenant agree that if the federal government begins taking enforcement action against businesses similarly situated as Tenant (considering all circumstances, including without limitation the nature and reputation of the businesses and operators being subject to such enforcement) and the underlying causes for such enforcement), such that either Landlord or Tenant has a reasonable basis to believe that there is a reasonable possibility and risk that federal enforcement action will be taken against Landlord or Tenant, then Landlord and Tenant shall each have a unilateral right to terminate (or not enter into) the Lease (the "Federal Law Termination Right").

UTILITIES:

Landlord shall at its sole cost and expense separately meter utilities serving the Premises, if practicable. To the extent not separately metered, Landlord shall equitably allocate the cost of utilities based upon Tenant's use of the Premises.

SIGNAGE:

None.

PARKING:

Landlord will provide valet parking or dedicated parking spaces for Tenant in the lot adjacent to the Building (such dedicated spaces to be subject to relocation by Landlord within the lot adjacent to the Building) in common others throughout the Term at no cost to Tenant and Landlord shall at all times make available such parking for at least 10 vehicles of Tenant and its employees, visitors and guests.

ASSIGNMENT/ SUBLETTING:

Tenant shall have a right to assign the Lease or sublease any or all portions of the Premises without the consent of the Landlord (a) an entity resulting from a merger or consolidation of or with Tenant, or (b) a sale of all or substantially all of Tenant's assets, and (c) to a parent, subsidiary, or affiliate of Tenant, or an entity substantially in common ownership or control of Tenant, provided that the originally named tenant shall remain jointly and severally liable for the obligations of the Tenant under the Lease and provided further that any such entity shall have a net worth equal to or greater than the greater of (i) the net worth of Tenant at the time of execution of the Lease and (ii) the net worth of Tenant immediately prior to such assignment. Any other assignment or sublease shall be subject to Landlord's prior approval, which will not be unreasonably withheld, conditioned or delayed (each, a "Permitted Transfer"). Except with respect to a Permitted Transfer, if Tenant assigns the Lease or sublets any portion of the Premises, Tenant shall split any profit therefrom (if any) 50/50 with Landlord.

LANDLORD'S WORK / ALTERATIONS:

Tenants agrees to accept the Premises in its "as is" condition, except that, notwithstanding the foregoing, on or before the Commencement Date Landlord shall install a canvas covering the chain link fence and have the Premises professionally cleaned.

Tenant shall have the right to make (a) the alterations and

improvements set forth on Exhibit A attached hereto, subject to insurance and other requirements to be set forth in the Lease and provided that Landlord first approves the plans and specifications for such alterations and improvements, which approval will not be unreasonably withheld, conditioned or delayed; and (b) interior, non-structural alterations and improvements that do not affect the structure, exterior appearance, or common systems in the Building. All other alterations require Landlord's prior consent, which will not be unreasonably withheld, conditioned or delayed; provided that if (i) Tenant is required to make alterations or improvements by Department of Health or other regulations or applicable law which are not occasioned by a material change to the business operations of Tenant at the Premises, (ii) such alterations or improvements cannot be postponed beyond the expiration of the Term without (a) the payment of a fine or other amount, or (b) risk (1) that Tenant's licensing will be suspended or revoked or (2) to Tenant's right or ability to continue to use the Premises for the conduct of Tenant's business for the Permitted Use in substantially the same manner that Tenant was conducting its business prior to such regulations or applicable law, (iii) Landlord's consent is required for Tenant to make such alterations or improvements, and (iv) Landlord does not provide its consent thereto, then Tenant shall have the right to terminate this Agreement and the Lease.

MAINTENANCE / REPAIRS:

Landlord: Landlord shall be responsible throughout the Term to maintain in good working order and condition and to repair and (when reasonably necessary) replace all common areas and components thereof (including without limitation the common hallways, loading docks, and common utilities), the exterior envelope of the building (including without limitation the roof, exterior walls, and foundation). Landlord shall manage and operate the Property in good, clean order and condition consistent with commercially reasonable standards, including without limitation promptly removing snow and sanding sidewalks, and loading areas (if any).

Tenant: Tenant shall be responsible throughout the Term to maintain and repair (but not replace, which shall be Landlord's responsibility) the portions of the Premises located within the exterior plane of the interior walls, ceiling and floor of the Premises in good working order and condition. Notwithstanding the foregoing to the contrary, Landlord shall not be responsible to replace any alterations or improvements made by Tenant to the Premises.

SURRENDER:

Upon expiration or termination of the Lease, Tenant shall (a) return the Premises in the same (or better) condition as received, ordinary wear and tear excepted, and (b) remove any and all alterations and improvements made by Tenant that Landlord specifies in writing at least 6 months prior to the expiration of the Term. Notwithstanding the foregoing, Tenant shall have the right to remove any and all personal property, light fixtures and security equipment installed by Tenant, all kitchen equipment, generator, security equipment, Tenant's trade fixtures and equipment, safes, and all other personal property and equipment installed by Tenant. Tenant shall repair any damage caused

to the Premises arising from Tenant's removal of such items to the extent reasonably practical, provided that in no event will Tenant be responsible to paint or repaint the Premises or to patch small holes caused by hanging pictures or other decorations.

ACCESS:

Tenant shall have the right to access the Premises 24 hours per day, 365 days per year. Due to the unique nature of Tenant's business, Landlord shall not access the Premises unless it provides Tenant with at least 24 hours' notice (other than in the event of an emergency, in which case Landlord may access the Premises if and as permitted by applicable laws and after giving as much notice (verbal or otherwise) to Tenant as is reasonably possible under the circumstances) that it desires such access and Landlord shall be accompanied by a representative of Tenant at all times during such access. Upon executing the Lease, Tenant shall have the right to enter the Premises free of charge prior to the Commencement Date for the purposes of inspecting the Premises with its architects and engineers and installing Tenant's furniture, fixtures and equipment, and to otherwise prepare the Premises for the operation of Tenant's business.

SNDA:

Landlord shall undertake commercially reasonable efforts to obtain for the benefit of Tenant a commercially reasonable subordination, non-disturbance agreement (SNDA) in recordable form from Landlord's existing and future lenders and ground lessors.

DEFAULT:

Tenant shall have five (5) days after written notice from Landlord to cure any monetary defaults under the Lease and thirty (30) days (or such longer period of time that is reasonable not to exceed 90 days provided that Tenant has promptly commenced and diligently prosecutes a cure) after written notice from Landlord to cure non-monetary defaults under the Lease.

BROKERAGE:

Landlord and Tenant represent that they have not dealt with any broker in connection with this transaction other than NAI Hunneman, whose commission will be paid by the Landlord in accordance with a separate agreement. Landlord and Tenant shall indemnify and hold harmless the other for breach of such representation.

SECURITY/ ACCESS:

Tenant shall have the right to use the existing security system (if any) serving the Premises and the Building (if any). Tenant shall have the right to install a security system serving the Premises as required by law or desired by Tenant.

LEASE / TERM SHEET BINDING:

Landlord and Tenant agree to use good faith and diligent efforts after the full execution of this Agreement to negotiate and execute a commercially reasonable lease (the "Lease") incorporating the provision of this Agreement and otherwise containing reasonable provisions that are usual and customary in commercial leasing. The parties acknowledge and agree that this Agreement is binding upon them and entering into the Lease is a not a condition to the binding nature of this Agreement. Whenever the term "Lease" is used in this Agreement, such term shall mean this Agreement until the Lease is fully executed. If the Lease is not executed on or before February 15,

2014, Landlord and Tenant shall have the right to terminate this Agreement by providing written notice of such termination.

AUTHORITY AND ENVIRONMENTAL:

The undersigned represent and warrant that they have been duly authorized and the power to execute this Agreement and bind Landlord and Tenant pursuant to the terms hereof. To Landlord's knowledge, there are no toxic or environmentally hazardous materials affecting the Property.

CONFIDENTIALITY:

In order to protect the privacy of the operation of Tenant's business in the Premises, Landlord agrees (a) not to publish on any website or otherwise publicly advertise the existence of Tenant or its business in the Premises, and (b) to use commercially reasonable efforts to not disclose to third parties the existence of Tenant's business in the Premises, provided that Landlord shall not be obligated to take affirmative action to prevent such disclosure to third parties. Notwithstanding the foregoing, Tenant agrees that Landlord shall have the right to disclose Tenant's existence in the Premises to its lenders and potential lenders, potential purchasers, and its attorneys, accountants, and other consultants and parties to the extent that such disclosure is reasonably necessary or required by applicable laws.

[REMAINDER OF PAGE BLANK; SIGNATURES ON NEXT PAGE]

Please execute this Agreement below to indicate your agreement and acceptance of the terms of this Agreement.

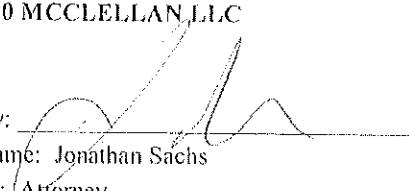
Sincerely,

Allan Caggiano
Attorney for Tenant

Agreed to and accepted by:

LANDLORD:

440 MCCLELLAN, LLC

By: 
Name: Jonathan Sachs
Its: Attorney
Duly authorized

TENANT:

MA CARE.CONNECT, INC.

By: _____
Name:
Its:
Duly authorized

Please execute this Agreement below to indicate your agreement and acceptance of the terms of this Agreement.

Sincerely,



Allan Caggiano
Attorney for Tenant

Agreed to and accepted by:

LANDLORD:

440 MCCLELLAN LLC

By: _____

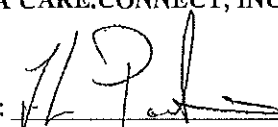
Name: Jonathan Sachs

Its: Attorney

Duly authorized

TENANT:

MA CARE.CONNECT, INC.

By:  _____

Name: JOHAN PONTIN

Its: PRESIDENT

Duly authorized

**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: _____ MA Care Connect Inc. _____ Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
440 McClellan Highway, East Boston, Massachusetts 02128	Suffolk	Executed Letter of Intent



MINTZ LEVIN

Allan Caggiano | 617 348 1705 | acaggiano@mintz.com

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

November 21, 2013

440 McClellan LLC
c/o Cargo Ventures
1990 Broadway
New York, NY 10019
Attn: Jacob Citrin

Dear Mr. Citrin:

This firm represents MA Care.Connect, Inc., a Massachusetts non-profit corporation, and has been authorized to submit this lease proposal (this "Agreement") to lease the Premises (as defined below) pursuant to the terms hereof.

TENANT: MA Care.Connect, Inc., a Massachusetts non-profit corporation

LANDLORD: 440 McClellan LLC, a Delaware limited liability company

PREMISES / BUILDING: Warehouse 105T (consisting of approximately 4940 rentable square feet of space on the 1st floor of the Building) and Office Suite 102B-1 (consisting of approximately 3080 rentable square feet of space on the 2nd floor of the Building) (collectively, the "Premises") located in the building (the "Building") commonly known and numbered as 440 McClellan Highway, East Boston, Massachusetts, together with use of the common areas of the Building (the common areas, Premises, the Building, and the real property on which the Building is situated, the "Property").

LEASE TERM / TERMINATION: 5 years commencing on the Commencement Date (as defined below) plus any partial month for the Term to expire on the last day of the month in which the 5th anniversary of the Commencement Date occurs (the "Term").

COMMENCEMENT DATE / TERMINATION: February 15, 2014 (the "Commencement Date"). Tenant shall have the right to terminate this Agreement and the Lease for any reason prior to February 15, 2014.

OPTIONS TO EXTEND: None.

PERMITTED USE: Warehouse, storage, processing and packaging, testing and quality control facilities, office, baking, production and cultivation of plant products (including without limitation medical marijuana), and retail sales (provided that no customers of Tenant shall be permitted onsite), including without limitation for a registered marijuana dispensary and the sale of medical marijuana and medical marijuana infused and related products and supplies, and uses ancillary thereto. Notwithstanding the foregoing, Tenant shall not conduct its business in the Premises (i) other than in compliance with applicable state and local laws (see the Federal Law Termination right below for Landlord's and Tenant's rights with respect to federal law enforcement), or (ii) in a manner that unreasonably interferes with the

use of the Building by other tenants for uses permitted under their leases. If Landlord notifies Tenant that Tenant is in default of its obligations under clauses (i) or (ii) of the immediately preceding sentence, and either Tenant disagrees with Landlord or determines in its sole discretion that stopping such conduct will have a material adverse effect on Tenant's business, Tenant shall have the right to terminate this Agreement and the Lease. In the event that Landlord or Tenant determines that Tenant's occupancy and use of the Premises will violate clause (i) or (ii) of the immediately preceding sentence prior to execution and delivery of the Lease, neither Landlord nor Tenant shall have an obligation to execute the Lease and Landlord shall have the right to retain the Option Fee (as hereinafter defined). In the event that Tenant fails to remedy such failure within 10 days after written notice thereof from Landlord, Landlord and Tenant shall have the right to terminate the Lease.

BASE RENT:

Year One: \$11.95 per rentable square foot
Year Two: \$12.95 per rentable square foot
Year Three: \$13.95 per rentable square foot
Year Four: \$14.95 per rentable square foot
Year Five: \$15.95 per rentable square foot

COMMON AREA EXPENSES:

Tenant shall be responsible to pay, within thirty (30) days after invoice therefor from Landlord, Tenant's pro-rata share of all expenses incurred by Landlord for common area maintenance of the Building ("CAM Expenses"), which CAM Expenses will exclude costs and expenses that customarily and commonly excluded from CAM Expenses in commercial leasing (which items shall be specified in the Lease).

INSURANCE:

Landlord's and Tenant's insurance obligations are to be specified in the Lease. Tenant shall be solely responsible for any increases in premiums of casualty or liability insurance carried by Landlord occasioned by Tenant's proposed use of the Premises, provided that if such premiums increases to the extent that the portion of such premiums attributable to Tenant is 200% or more of the portion of such premiums that would be attributable to Tenant if Tenant's use of the Premises were office use alone, Tenant shall have the right to terminate this Agreement and the Lease.

REAL ESTATE TAXES:

Tenant shall pay its proportionate share of real estate taxes attributable to the Building within 30 days after invoice therefor by Landlord.

SECURITY DEPOSIT:

Subject to Landlord's review of Tenant's financial information.

OPTION FEE:

No later than one (1) business day after the Lease is fully executed and delivered by Landlord and Tenant, Tenant shall have the right to pay to Landlord \$10,000 (the "Option Fee"), which Option Fee when paid shall be deemed fully earned upon receipt by Landlord and shall be non-refundable and become Landlord's property provided that Landlord fulfills its obligations set forth in this Agreement. Upon Payment of the Option Fee, Landlord agrees to withdraw the Premises from the market and to no longer market the Premises or solicit or

accept proposals to rent or purchase the Premises. If the Lease is fully-executed, the Option Fee shall be applied to amounts due by Tenant under the Lease (including without limitation the security deposit, if any).

ENFORCEMENT OF FEDERAL LAW

Landlord and Tenant agree that if the federal government begins taking enforcement action against businesses similarly situated as Tenant (considering all circumstances, including without limitation the nature and reputation of the businesses and operators being subject to such enforcement and the underlying causes for such enforcement), such that either Landlord or Tenant has a reasonable basis to believe that there is a reasonable possibility and risk that federal enforcement action will be taken against Landlord or Tenant, then Landlord and Tenant shall each have a unilateral right to terminate (or not enter into) the Lease (the "Federal Law Termination Right").

UTILITIES:

Landlord shall at its sole cost and expense separately meter utilities serving the Premises, if practicable. To the extent not separately metered, Landlord shall equitably allocate the cost of utilities based upon Tenant's use of the Premises.

SIGNAGE:

None.

PARKING:

Landlord will provide valet parking or dedicated parking spaces for Tenant in the lot adjacent to the Building (such dedicated spaces to be subject to relocation by Landlord within the lot adjacent to the Building) in common others throughout the Term at no cost to Tenant and Landlord shall at all times make available such parking for at least 10 vehicles of Tenant and its employees, visitors and guests.

ASSIGNMENT/ SUBLETTING:

Tenant shall have a right to assign the Lease or sublease any or all portions of the Premises without the consent of the Landlord (a) an entity resulting from a merger or consolidation of or with Tenant, or (b) a sale of all of substantially all of Tenant's assets, and (c) to a parent, subsidiary, or affiliate of Tenant, or an entity substantially in common ownership or control of Tenant, provided that the originally named tenant shall remain jointly and severally liable for the obligations of the Tenant under the Lease and provided further that any such entity shall have a net worth equal to or greater than the greater of (i) the net worth of Tenant at the time of execution of the Lease and (ii) the net worth of Tenant immediately prior to such assignment. Any other assignment or sublease shall be subject to Landlord's prior approval, which will not be unreasonably withheld, conditioned or delayed (each, a "Permitted Transfer"). Except with respect to a Permitted Transfer, if Tenant assigns the Lease or sublets any portion of the Premises, Tenant shall split any profit therefrom (if any) 50/50 with Landlord.

LANDLORD'S WORK / ALTERATIONS:

Tenants agrees to accept the Premises in its "as is" condition, except that, notwithstanding the foregoing, on or before the Commencement Date Landlord shall install a canvas covering the chain link fence and have the Premises professionally cleaned.

Tenant shall have the right to make (a) the alterations and

improvements set forth on Exhibit A attached hereto, subject to insurance and other requirements to be set forth in the Lease and provided that Landlord first approves the plans and specifications for such alterations and improvements, which approval will not be unreasonably withheld, conditioned or delayed; and (b) interior, non-structural alterations and improvements that do not affect the structure, exterior appearance, or common systems in the Building. All other alterations require Landlord's prior consent, which will not be unreasonably withheld, conditioned or delayed; provided that if (i) Tenant is required to make alterations or improvements by Department of Health or other regulations or applicable law which are not occasioned by a material change to the business operations of Tenant at the Premises, (ii) such alterations or improvements cannot be postponed beyond the expiration of the Term without (a) the payment of a fine or other amount, or (b) risk (1) that Tenant's licensing will be suspended or revoked or (2) to Tenant's right or ability to continue to use the Premises for the conduct of Tenant's business for the Permitted Use in substantially the same manner that Tenant was conducting its business prior to such regulations or applicable law, (iii) Landlord's consent is required for Tenant to make such alterations or improvements, and (iv) Landlord does not provide its consent thereto, then Tenant shall have the right to terminate this Agreement and the Lease.

MAINTENANCE / REPAIRS:

Landlord: Landlord shall be responsible throughout the Term to maintain in good working order and condition and to repair and (when reasonably necessary) replace all common areas and components thereof (including without limitation the common hallways, loading docks, and common utilities), the exterior envelope of the building (including without limitation the roof, exterior walls, and foundation). Landlord shall manage and operate the Property in good, clean order and condition consistent with commercially reasonable standards, including without limitation promptly removing snow and sanding sidewalks, and loading areas (if any).

Tenant: Tenant shall be responsible throughout the Term to maintain and repair (but not replace, which shall be Landlord's responsibility) the portions of the Premises located within the exterior plane of the interior walls, ceiling and floor of the Premises in good working order and condition. Notwithstanding the foregoing to the contrary, Landlord shall not be responsible to replace any alterations or improvements made by Tenant to the Premises.

SURRENDER:

Upon expiration or termination of the Lease, Tenant shall (a) return the Premises in the same (or better) condition as received, ordinary wear and tear excepted, and (b) remove any and all alterations and improvements made by Tenant that Landlord specifies in writing at least 6 months prior to the expiration of the Term. Notwithstanding the foregoing, Tenant shall have the right to remove any and all personal property, light fixtures and security equipment installed by Tenant, all kitchen equipment, generator, security equipment, Tenant's trade fixtures and equipment, safes, and all other personal property and equipment installed by Tenant. Tenant shall repair any damage caused

to the Premises arising from Tenant's removal of such items to the extent reasonably practical, provided that in no event will Tenant be responsible to paint or repaint the Premises or to patch small holes caused by hanging pictures or other decorations.

- ACCESS:** Tenant shall have the right to access the Premises 24 hours per day, 365 days per year. Due to the unique nature of Tenant's business, Landlord shall not access the Premises unless it provides Tenant with at least 24 hours' notice (other than in the event of an emergency, in which case Landlord may access the Premises if and as permitted by applicable laws and after giving as much notice (verbal or otherwise) to Tenant as is reasonably possible under the circumstances) that it desires such access and Landlord shall be accompanied by a representative of Tenant at all times during such access. Upon executing the Lease, Tenant shall have the right to enter the Premises free of charge prior to the Commencement Date for the purposes of inspecting the Premises with its architects and engineers and installing Tenant's furniture, fixtures and equipment, and to otherwise prepare the Premises for the operation of Tenant's business.
- SNDA:** Landlord shall undertake commercially reasonable efforts to obtain for the benefit of Tenant a commercially reasonable subordination, non-disturbance agreement (SNDA) in recordable form from Landlord's existing and future lenders and ground lessors.
- DEFAULT:** Tenant shall have five (5) days after written notice from Landlord to cure any monetary defaults under the Lease and thirty (30) days (or such longer period of time that is reasonable not to exceed 90 days provided that Tenant has promptly commenced and diligently prosecutes a cure) after written notice from Landlord to cure non-monetary defaults under the Lease.
- BROKERAGE:** Landlord and Tenant represent that they have not dealt with any broker in connection with this transaction other than NAI Hunneman, whose commission will be paid by the Landlord in accordance with a separate agreement. Landlord and Tenant shall indemnify and hold harmless the other for breach of such representation.
- SECURITY/ ACCESS:** Tenant shall have the right to use the existing security system (if any) serving the Premises and the Building (if any). Tenant shall have the right to install a security system serving the Premises as required by law or desired by Tenant.
- LEASE / TERM SHEET BINDING:** Landlord and Tenant agree to use good faith and diligent efforts after the full execution of this Agreement to negotiate and execute a commercially reasonable lease (the "Lease") incorporating the provision of this Agreement and otherwise containing reasonable provisions that are usual and customary in commercial leasing. The parties acknowledge and agree that this Agreement is binding upon them and entering into the Lease is a not a condition to the binding nature of this Agreement. Whenever the term "Lease" is used in this Agreement, such term shall mean this Agreement until the Lease is fully executed. If the Lease is not executed on or before February 15,

2014, Landlord and Tenant shall have the right to terminate this Agreement by providing written notice of such termination.

AUTHORITY AND ENVIRONMENTAL:

The undersigned represent and warrant that they have been duly authorized and the power to execute this Agreement and bind Landlord and Tenant pursuant to the terms hereof. To Landlord's knowledge, there are no toxic or environmentally hazardous materials affecting the Property.

CONFIDENTIALITY:

In order to protect the privacy of the operation of Tenant's business in the Premises, Landlord agrees (a) not to publish on any website or otherwise publicly advertise the existence of Tenant or its business in the Premises, and (b) to use commercially reasonable efforts to not disclose to third parties the existence of Tenant's business in the Premises, provided that Landlord shall not be obligated to take affirmative action to prevent such disclosure to third parties. Notwithstanding the foregoing, Tenant agrees that Landlord shall have the right to disclose Tenant's existence in the Premises to its lenders and potential lenders, potential purchasers, and its attorneys, accountants, and other consultants and parties to the extent that such disclosure is reasonably necessary or required by applicable laws.

[REMAINDER OF PAGE BLANK; SIGNATURES ON NEXT PAGE]

Please execute this Agreement below to indicate your agreement and acceptance of the terms of this Agreement.

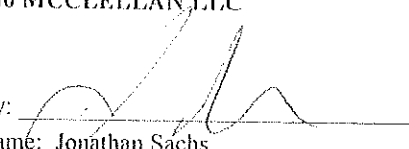
Sincerely,

Allan Caggiano
Attorney for Tenant

Agreed to and accepted by:

LANDLORD:

440 MCCLELLAN, L.L.C

By: 

Name: Jonathan Sachs

Its: Attorney

Duly authorized

TENANT:

MA CARE.CONNECT, INC.

By: _____

Name:

Its:

Duly authorized

Please execute this Agreement below to indicate your agreement and acceptance of the terms of this Agreement.

Sincerely,



Allan Caggiano
Attorney for Tenant

Agreed to and accepted by:

LANDLORD:

440 MCCLELLAN LLC

By: _____

Name: Jonathan Sachs

Its: Attorney

Duly authorized

TENANT:

MA CARE, CONNECT, INC.

By:  _____

Name: JOHAN PONTIN

Its: PRESIDENT

Duly authorized



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.

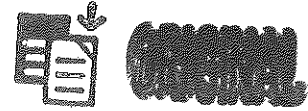
Corporation Name: MA Care.Connect, Inc. Application # (if more than one): _____

25196582v.1

Site	City/Town	County	Type of Support Attached
1	Boston	Suffolk	Letter of Support from Salvatore LaMattina, Boston City Councilor, District 1



The Office of
SALVATORE LaMATTINA
Boston City Councilor - District One



Madeleine Biondolillo, MD, Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health
99 Chauncey Street
Boston, Massachusetts 02111

November 19, 2013

RE: Medical Marijuana License Application – MA Care.Connect

Dear Dr. Biondolillo:

On behalf of the East Boston community that I represent, I am pleased to offer my support for MA Care.Connect's ("Care.Connect") proposal for a Registered Marijuana Dispensary ("RMD") at 440-480 McClellan Highway, Boston, MA 02128. Care.Connect's executive management team and board of directors is comprised of international leaders in medical and drug research, and I believe they have the potential to be at the forefront of medical marijuana research.

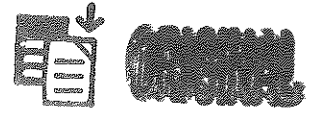
Care.Connect has committed to working with my office and the East Boston community to develop a meaningful and lasting business relationship, one that reflects the values, character and goals on the neighborhood. If the Department of Public Health awards an RMD license to Care.Connect, I look forward to working with Care.Connect's team to develop a community outreach and development plan that is in the best interest of the City.

My support is contingent on two key criteria: (1) Care.Connect's compliance with the Boston Public Health Commission's proposed regulations relative to medical marijuana; and (2) formal collaboration with the Orient Heights Neighborhood Council to ensure that East Boston organization, residents and small businesses support and stand to benefit from the Care.Connect proposal.

Thank you for the opportunity to submit this letter of support.

Sincerely,

Salvatore LaMattina
Boston City Councilor, District 1



Johan Pontin
MA Care Connect
19 Bedford Road
Lincoln, MA 01773

October 31, 2013

The Honorable Edward F. Davis
Boston Police Commissioner
Boston Police Headquarters
One Schroeder Plaza
Boston, MA 02120-2010

Dear Commissioner Davis:

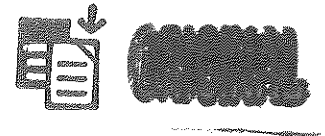
Pursuant to 105 CMR 725.01(B)(2), I am writing to notify you that MA Care Connect, a Massachusetts non-profit, intends to submit a second and final application to the Massachusetts Department of Public Health for a Registered Marijuana Dispensary license to be located in the City of Boston. The DPH has deemed MA Care Connect eligible to apply for said license as part of the competitive application process.

I would welcome the opportunity to discuss this further and can be reached via e-mail at JohanPontin@Pontinus.com or 617-610-8000.

Regards,

Johan Pontin

cc: Steve W. Tompkins, Suffolk County Sheriff
Marie St. Fleur, Chief of Intergovernmental Relations



***Johan Pontin
MA Care Connect
19 Bedford Road
Lincoln, MA 01773***

October 31, 2013

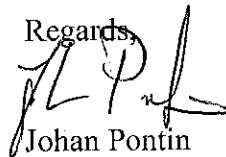
The Honorable Steve W. Tompkins
Suffolk County Sheriff
Suffolk County Sheriff's Office
200 Nashua Street
Boston, MA 02114

Dear Sheriff Tompkins:

Pursuant to 105 CMR 725.01(B)(2), I am writing to notify you that MA Care Connect, a Massachusetts non-profit, intends to submit a second and final application to the Massachusetts Department of Public Health for a Registered Marijuana Dispensary license to be located in the City of Boston. The DPH has deemed MA Care Connect eligible to apply for said license as part of the competitive application process.

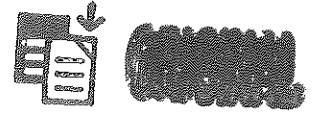
I would welcome the opportunity to discuss this further and can be reached via e-mail at JohanPontin@Pontinus.com or 617-610-8000.

Regards,



Johan Pontin

cc: Marie St. Fleur, Chief of Intergovernmental Relations
Edward F. Davis, Boston Police Commissioner



***Johan Pontin
MA Care Connect
19 Bedford Road
Lincoln, MA 01773***

October 31, 2013

The Honorable Marie St. Fleur
Chief of Intergovernmental Relations
City of Boston
One City Hall Square
Boston, MA 02201-2042

Dear Ms. St. Fleur:

Pursuant to 105 CMR 725.01(B)(2), I am writing to notify you that MA Care Connect, a Massachusetts non-profit, intends to submit a second and final application to the Massachusetts Department of Public Health for a Registered Marijuana Dispensary license to be located in the City of Boston. The DPH has deemed MA Care Connect eligible to apply for said license as part of the competitive application process.

I would welcome the opportunity to discuss this further and can be reached via e-mail at JohanPontin@Pontinus.com or 617-610-8000.

Regards,

Johan Pontin

cc: The Honorable Thomas M. Menino, Mayor of Boston
Edward F. Davis, Boston Police Commissioner
Steve W. Tompkins, Suffolk County Sheriff



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: MA Care.Connect, Inc. _____ Application # (if more than one): _____

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1 Dispensing	440 McClellan Highway, East Boston, Massachusetts 02128	Executed Letter of Intent	Letter of Support from Salvatore LaMattina, Boston City Councilor, District 1 No objectionable response received from Letter of Notice sent to: <ul style="list-style-type: none">• The Honorable Thomas M. Menino, Mayor of Boston• The Honorable Steve W. Tompkins, Suffolk County Sheriff• The Honorable Edward F. Davis, Boston Police Commissioner• The Honorable Marie St. Fleur, Chief of Intergovernmental Relations for the City of Boston



2	Cultivation	440 McClellan Highway, East Boston, Massachusetts 02128	Executed Letter of Intent	Letter of Support from Salvatore LaMattina, Boston City Councilor, District 1 No objectionable response received from Letter of Notice sent to: <ul style="list-style-type: none">• The Honorable Thomas M. Menino, Mayor of Boston• The Honorable Steve W. Tompkins, Suffolk County Sheriff• The Honorable Edward F. Davis, Boston Police Commissioner The Honorable Marie St. Fleur, Chief of Intergovernmental Relations for the City of Boston
3	Processing	440 McClellan Highway, East Boston, Massachusetts 02128	Executed Letter of Intent	Letter of Support from Salvatore LaMattina, Boston City Councilor, District 1 No objectionable response received from Letter of Notice sent to: <ul style="list-style-type: none">• The Honorable Thomas M. Menino, Mayor of Boston• The Honorable Steve W. Tompkins, Suffolk County Sheriff• The Honorable Edward F. Davis, Boston Police Commissioner



					The Honorable Marie St. Fleur, Chief of Intergovernmental Relations for the City of Boston
--	--	--	--	--	--

2521277v.1

**PACKAGE LABEL
(Exhibit C)**

This label must be completed and attached to the front or side of the banker's box.

Corporation Name: MA Care.Connect, Inc.

Name of CEO or ED: Johan Pontin

Total number of applications submitted: 1 Application # for this application (if more than one) _____

Complete this table if applicant has a secured site as indicated in Exhibit 5.1 for the dispensing location. Mark N/A if there is no secured dispensary site.

Town/City of Dispensary Site	County of Dispensary Site
Boston	Suffolk County

Note: This information will be published upon the submission of the Phase 2 applications.

**PACKAGE LABEL
(Exhibit C)**

This label must be completed and attached to the front or side of the banker's box.

Corporation Name: MA Care.Connect, Inc.

Name of CEO or ED: Johan Pontin

Total number of applications submitted: __1__ Application # for this application (if more than one) _____

Complete this table if applicant has a secured site as indicated in Exhibit 5.1 for the dispensing location. Mark N/A if there is no secured dispensary site.

Town/City of Dispensary Site	County of Dispensary Site
Boston	Suffolk County

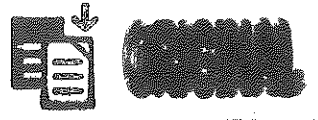
Note: This information will be published upon the submission of the Phase 2 applications.

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

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

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

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



RMD ORGANIZATIONAL CHART
(Exhibit 6.1)

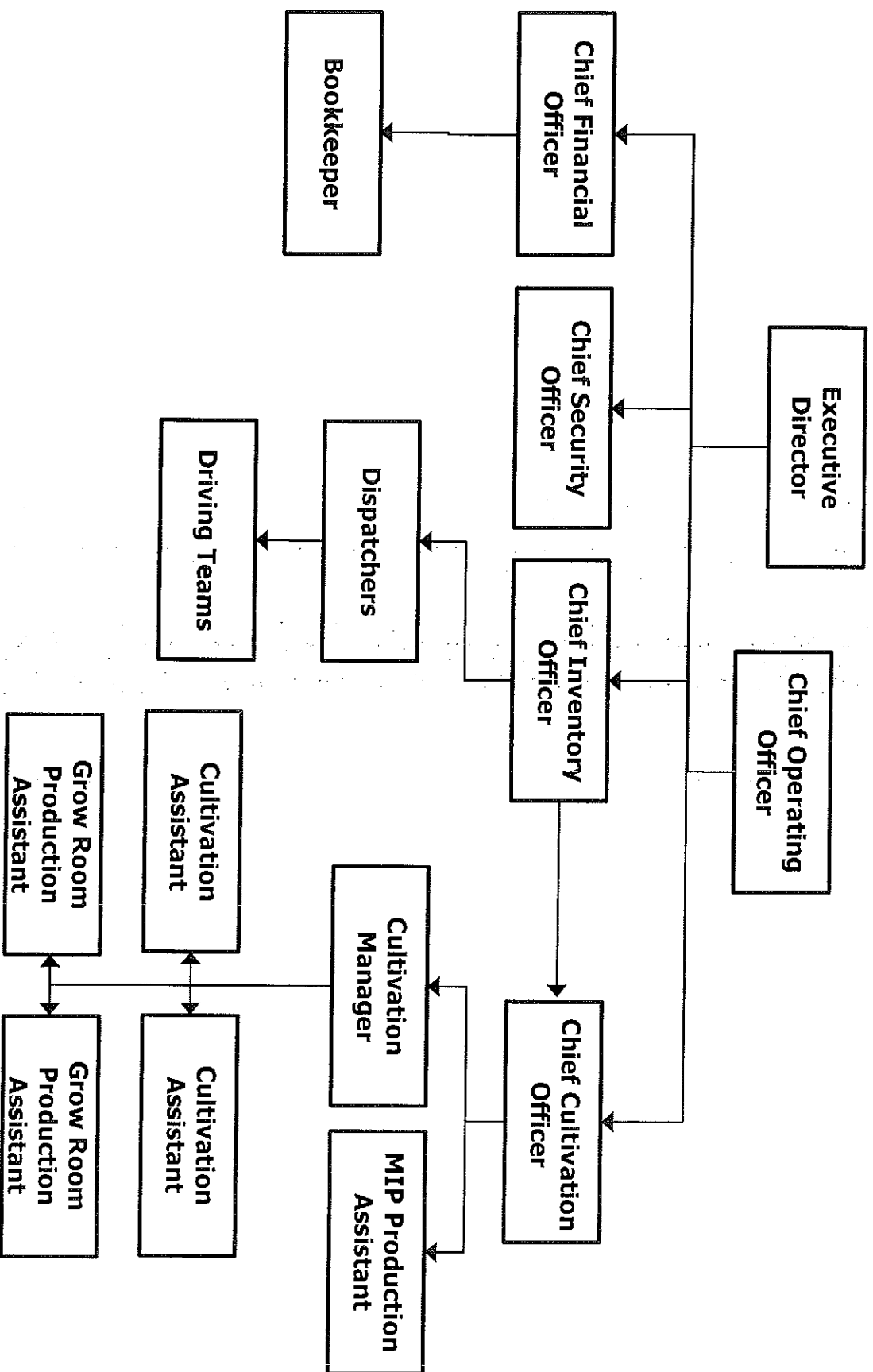
This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: _____ MA Care.Connect Inc. _____

Application # (if more than one): _____

Attach organizational chart. _____

Exhibit 6.1 – MA Care.Connect Organizational Chart





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

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

Corporation Name: MA Care.Connect, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.



ORIGINAL

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

(Exhibit 6.2)

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

Corporation Name: _____

Application # (if more than one): _____

Attach evidence of enrollment.

From: **Johan Pontin** johanpontin@pontinus.com
Subject: **FW: iCORI Account Activation**
Date: **October 21, 2013 at 12:46 PM**
To: **Christopher Borde** borde@meadvisors.com, **Thomas c Rapone** raponet@aol.com



Registered thank you Tom for alerting me to this matter!

From: iCORI <iCORI.submission@chs.state.ma.us>
Date: Monday, October 21, 2013 12:44 PM
To: Johan Pontin <johanpontin@pontinus.com>
Subject: iCORI Account Activation



iCORI

Commonwealth of Massachusetts
Department of Criminal Justice Information Services

iCORI Account Activation

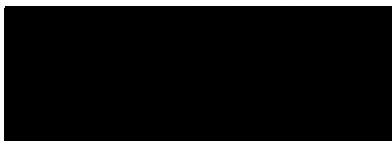
Your iCORI user account has been created successfully! Please save this email for your records.

The account must be activated before you can perform CORI requests. Please use the link below to log in to iCORI and activate your account. You will need to enter your username and password, along with your Activation Code and Organization ID.

The DCJIS will never ask for your password or other confidential information via email.

Please do not respond directly to this email message. If you have any questions regarding this message, please e-mail us at ICORI.INFO@state.ma.us, or call the Constituent Assistance and Research Unit at 617-660-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

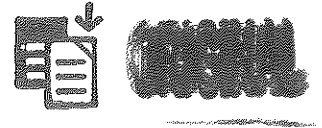
Account Details



[Log in to iCORI](#)

If you cannot click the above link please cut and paste the entire string below into your browser's address bar.

https://icori.chs.state.ma.us/icori/direct/login/login.action?_p=%3D%3FUTE-8%3FB%3FYWN0aXZhdGlvbkNvZGU9NFV1ZzBzM21JMFdRIm9yZ2FuaXphdGlvbkFjY291bnRJZERpc3BsYXk9Q0FSTUExMy0wMzQ1OA%3D%3D%3F%3D



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: Ma Care.Connect, Inc.

Application # (if more than one): _____

Attach sliding price scale.