

13

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): [Alternative Therapies Group, Inc.]

Website URL (if applicable): [www.atgma.org]

Address:

[44 Merrimac Street]

City: [Newburyport] State: [MA] Zip: [01950]

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

First Name: [Christopher] Last Name: [Edwards]

FEIN: [462086314]

Contact Person

First Name: [Christopher] Last Name: [Edwards]

Title: [Executive Director]

Telephone: (617) 549-8575 FAX: (617) 674-2480 E-Mail: [chris@atgma.org]

Contact Person Address (if different):

[
[
[

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

Authorized Signature

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

Background Check Authorization

The Department will conduct a background check on:

1. Each member of the applicant's **Executive Management Team** (those persons listed in exhibit 2.1);
2. Each member of the **Board of Directors** (those persons listed in exhibit 1.4);

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

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

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

Application Fee

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


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

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

Required Signatures


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

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


 Name:
 Title: *Executive Director*

11-20-13
 Date

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


 Name:
 Title: *Executive Director*

11-20-13
 Date

APPLICATION RESPONSE FORM

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

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

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

Enter text here: example text limit 1,250 characters

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

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

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

Definitions

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

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

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

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

Questions

1. Applicant's Corporate Background

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

[Alternative Therapies Group, Inc.
Incorporated 10-17-2012]

1.2 Describe the organization's mission and vision.

[Mission: To provide registered, qualifying Massachusetts patients access to safely cultivated and responsibly dispensed alternative forms of pain and symptom management, in strict compliance with Department of Public Health regulations.

Vision: A community in which the alternative palliative needs of its members are met in a safe, effective, and properly regulated manner.]

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

Organizational chart attached as exhibit 1.3

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

List of Board of Directors attached as exhibit 1.4

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

List of members of the applicant corporation attached as exhibit 1.5

1.6 Attach the corporation's bylaws.

Bylaws attached as exhibit 1.6

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

[ATG's Articles of Organization have not changed since phase 1. However, some changes to the Board of Directors have occurred:

- 1. Board Director Steven Murga has stepped down.
- 2. Christopher Edwards has been added as Board Clerk.
- 3. The new President/Chair is Tracy Lessor, Ph.D.
- 4. The new Vice President/Vice Chair is Scott Reed.
- 5. The new Treasurer is Sherie Schuettner.]

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.

[ATG's EMT is composed of diverse individuals with successful careers in business, medicine, health care operations, pharmacy operations, finance, security, and organic medical marijuana cultivation. Each individual brings a proven track record of solid performance and responsible decision making, as well as passion for providing qualified patients with safe, affordable and high-quality medical marijuana products.

Christopher Edwards, ATG's Executive Director, has served as Founder and CEO of three MA-based technology startup companies, as well as CTO of a fourth. He is currently the CEO of Blackfin Media, Inc – which specializes in custom website and web application development, as well as organic Search Engine Optimization. Each business has been successful under Chris' leadership, throughout evolving economic conditions over the past thirteen years.

Chris's extensive small business experience ranges from operational and technical knowledge, to finance, regulatory compliance, project management, staff management, strategic planning, marketing, and business development. He has built a network of strategic partnerships around the region, and around the country, which have been critical to diversification and continued success.

Chris's experience with managing complex, long-term projects, as well as his skills in complex and objective problem solving, will help to ensure that ATG consistently delivers on its mission. Chris is accustomed to a high level of responsibility, and strives to confront each new challenge with thorough preparation and efficient execution. Equally important, is the level of passion and energy that Chris brings to the team – a passion for helping patients to access the medicine that they need, in a safe, consistent, and dignified manner.

Jason Beauchesne, ATG's Chief of Operations, brings more than a decade of experience from the health care and non-profit sectors to the team. Since earning his MBA from Springfield College, Jay has focused his career on managing programs related to senior services for the Kane Group and for the Easter Seals organization. He is an experienced manager of practical and emotional support services teams which serve frail, elderly, and otherwise challenged individuals. Jay recognizes that many of the potentially qualified patients of ATG's medical marijuana dispensary may experience similar challenges - isolation, physical disability, and overall life uncertainty.

Jay is dedicated to bringing his experience with regulatory compliance, operational skills, and health care industry best practices to help maintain a healthy, supportive experience for everyone ATG serves. His hands-on management style will benefit ATG greatly. His experience includes personnel management and scheduling, regulatory compliance, community relations, and running an efficient health care organization.

ATG's Director of Security, G. Robert Christy, has enjoyed a long career in the field of public security. In his current role at Boston-Logan Airport, Rob is responsible for MassPort's aviation security audit program. The program encompasses the execution of security compliance inspections and security assessments throughout Massport's aviation facilities, which are then implemented to avoid adverse impact and regulatory violations, and to enhance security operations. His group is tasked with compliance of all federal transportation security regulations, standards, directives, orders, and other published guidance, including but not limited to 49 CFR Part 1540 and 49 CFR 1542, and Transportation Security Administration security directives, as well as state requirements in the form of 740 CMR 30.00 Airport Security.

Rob's experience overseeing compliance and interacting with federal and state regulators has provided him with a rich understanding of the safety and security requirements contained in 105 CMR 725. His track record of interpreting, implementing, auditing, and improving security directives will help ensure ATG remains compliant at all times.

Julio Fuentes, CFA, ATG's co-founder and CFO, brings over 15 years of concentrated experience in financial analysis and advisory responsibility to the organization.

In 2001, Julio received his MBA from Boston College, where he focused on accounting and finance. Shortly after, he joined State Street Global Advisors, headquartered in Boston, where he executed portfolio management responsibilities for \$2.6B of active and passive accounts. Additionally, he was responsible for conducting due diligence on M&A opportunities in a range of industries, then delivering recommendations to both executives of client companies and internal senior management. During his six year tenure at State Street, Julio honed his data analysis and corresponding communication skills, resulting a series of promotions to an eventual role as a primary Investment Analyst within the Independent Fiduciary Group.

Julio was then recruited by Columbia Management, also in Boston, to serve as a Senior Equity Portfolio Manager in the Income Strategies Group, a position he currently holds. Conducting both bottom-up and top-down research on targeted companies, Julio has been responsible for issuing analysis and investment recommendations to senior officers of major financial institutions.

He believes that alternative medical care, and especially non-addictive pain relief, should be an option for all qualifying individuals. He will benefit ATG by applying his considerable analytic and leadership skills, while helping to ensure financial compliance and financial health for the organization.

Judith Ronshagen has been a working pharmacist throughout her career, and has served as President and Board Member for several pharmacy organizations, as well as on the Board of Trustees at Massachusetts College of Pharmacy & Health Sciences University.

She has served in significant positions of influence on many industry groups and associations, including the New England Council of Hospital Pharmacists, the New Hampshire Board of Pharmacy, the American Pharmaceutical Association, and the American Society of Healthsystems Pharmacists.

Judy brings to ATG in-depth knowledge of pharmacy industry best practices and policies for safe handling, storage, testing and packaging of medications. She will help to ensure that all medicine has been rigorously tested and is properly provisioned to patients.

Derek Brock served as the Vineyard Manager for Jewell Town Vineyards for more than a decade. Derek was responsible for the cultivation, management, pesticide application, and harvest of their 5 acre vineyard. He was also responsible for all cellar operations, sanitation, inventory control and financial management - quadrupling sales during his tenure, and winning critical acclaim for his products.

In 2010, Derek co-founded Maine Organic Therapy, a licensed medical marijuana dispensary in the state of Maine. Derek served initially as CEO, and was responsible for implementing the start-up plan and receiving licensure from Maine DHHS to operate. Derek was responsible for working through a myriad of state and local permitting issues. Derek recruited and trained the cultivation staff, and has successfully managed the cultivation operation since inception. Derek has efficiently managed and increased the scale of production, enabling sales to increase by more than 300% during 2012.

ATG will leverage Derek’s experience as a formally trained botanist, and his operating ability in the medical marijuana industry, to develop cultivation operations and ensure business success.

Walter Panis, M.D. has been a practicing physician for 34 years, and is Board Certified by 2 separate specialty boards. He practices both neurology and physical medicine and rehabilitation, with a focus on chronic pain, peripheral neuropathy, spasticity impairments, and ALS. In addition to clinical care, he has been involved in all aspects of teaching medical students, residents and fellows as well as having authored numerous journal papers and chapters. He has participated in administration aspects of the hospitals in which he’s worked, including having been the President of the Medical Staff at Spaulding Rehabilitation Hospital. He has recently served on the board of Wheelchair Sports and Recreation, a non profit dedicated to helping the newly-disabled to regain active, healthy lifestyles.

Dr. Panis looks forward to bringing a medical perspective to ATG’s operational approach and outreach efforts. He is ideally equipped to develop ATG’s patient education content, and to oversee training of personnel involved with the provisioning of medicine, patient intake, and patient orientation.]

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.

[Christopher Edwards

Chris’s experience with providing marijuana for medical use thus far has been limited to an ongoing process of learning the business under experienced, licensed operators in other states. He has toured cultivation facilities and dispensaries, and spent the past two years studying industry best practices and operational requirements under the guidance of Maine Organic Therapies (MOT) – one of 8 Maine State-licensed RMDs, operating in Ellsworth, Maine. Chris has also provided Information Technology services to MOT through his current business, and has become familiar with the industry-specific POS system “MJ Freeway” in the process.

Julio Fuentes, CFA

Julio Fuentes, CFA, has spent most of his professional career in the financial services industry, however for a short time after graduating from undergraduate school Julio worked in an administrative capacity at a medical office in Norwalk, CT. During this time Julio had the opportunity to interact with patients on a daily basis learning the importance of demonstrating compassion, understanding, and patience at all times while communicating with and caring for patients. This opportunity also taught Julio the importance of maintaining patient confidentiality with regards to the handling of any and all patient information, records, and communication.

Jason Beauchesne

In various hands-on and managerial roles in the gerontology field, Jason has provided services to seniors and assisted their caregivers. In his current position, he manages a program that collaborates with area physicians on health care plans and coordinates with clients to ensure that they understand and follow their care plans accordingly. Jason has significant experience with health care regulatory compliance and patient privacy best practices.

G. Robert Christy
N/A

Judith Ronshagen

Judy is a clinical pharmacist with over 40 years experience in both hospital and retail environments. She is highly skilled at dealing with medication storage and dispensing. During her 10 year tenure on the New Hampshire State Board of Pharmacy, she dealt extensively with rules and regulations related to pharmaceutical practice.

Derek Brock

Derek has served as the Director of Cultivation for Maine Organic Therapy, a Maine-licensed medical marijuana dispensary since 2010. In this capacity, Derek has been responsible for managing the build-out of the cultivation center, and successfully cultivating marijuana using organic processes. Derek has leveraged his botany background to bring a scientific approach to breeding and cultivation, with an emphasis on advancing plant genetics that strongly feature the medicinal properties of the plants. All plants cultivated are lab tested using gas chromatography to map their cannabinoid profiles. Derek has used this data to selectively breed plants with a goal of increasing the prominence of compounds such as CBD and CBN. Derek is skilled at producing medicine that has proven effective in managing a broad spectrum of symptoms and providing relief to patients with debilitating conditions.

Walter Panis, M.D.

Dr. Panis has been a practicing physician for 34 years, and is Board Certified by 2 separate specialty boards. He practices both neurology and physical medicine and rehabilitation, with a focus on chronic pain, peripheral neuropathy, spasticity impairments, and ALS. In addition to clinical care, he has been involved in all aspects of teaching medical students, residents and fellows as well as having authored numerous journal papers and chapters. He has participated in administration aspects of the hospitals in which he's worked, including having been the President of the Medical Staff at Spaulding Rehabilitation Hospital. He has recently served on the board of Wheelchair Sports and Recreation, a non-profit dedicated to helping the newly-disabled to regain active, healthy lifestyles.]

2.4 Describe the **Executive Management Team's** experience, by each individual team member, with running a financially sound organization/business (including budget size) and indicate which member of the team will be responsible for the financial management and oversight of the organization.

[Christopher Edwards:

Chris exercised sole budgetary/financial responsibility for 3 of the 4 companies that he has managed during the past 13 years. Budget sizes ranged by company, from \$200k to over \$600k annually. Chris has consistently met revenue and expense projections over the years, without significant deviation from planned budgets in any of his businesses. He has never missed a payroll, or payment to any vendor or creditor during his tenure. All of Chris' companies have consistently met their financial reporting obligations with the state and federal government, as well as employee related filings including unemployment and withholdings.

Julio Fuentes, CFA:

Julio Fuentes, CFA, has earned a Bachelor of Science in Business Administration, a Master of Business Administration, and a Chartered Financial Analyst designation. His education, professional training, and career experience have given him the skill set needed to critically analyze an organization's operational efficiency, industry best practices, capital allocation decisions, and financial soundness. Having been a Portfolio Manager of various mutual and institutional funds ranging in size from \$500 million to \$2b+ and having advised numerous companies on the prospects of various merger and acquisitions activity, Julio is accustomed to measuring operational and financial performance from the perspective of industry best practices, along with recommending corrective action when necessary. As an investment management professional, Julio has spent the last 13+ years, routinely conducting face to face meetings/interviews with the executive management teams of current and prospective fund holdings companies, which are specifically designed to probe, identify, and challenge areas of financial and operational strengths and/or weaknesses; and to understand, what, if any, corrective actions are necessary. These skills can help ensure that ATG excels in all facets of its business plan. Julio will be responsible for the financial management and oversight of the organization.

Jason Beauchesne:

Jason has addressed budget issues for 2 separate Adult Day programs; in Manchester, NH and Stuart, FL. In NH, he was responsible for a budget of \$20,000 per year used for a sliding scale fee at Easter Seals Adult Day Programs as well as staffing budget designed to meet State requirements for a staffing ratio of 1-7 (staffing/clients) in the day program. Jason adjusted the budget on a rolling basis, as demands would change due to fluctuations in client enrollment.

G. Robert Christy:

Rob oversees Massport's Aviation Security Unit where he is responsible for preparing, presenting for approval, and managing the Unit's \$6.5M budget which is used for capital projects, operating needs, and equipment. His responsibilities involve ensuring the budget conforms to the Unit's immediate operating challenges, long term infrastructure needs, and aligns with MassPort's strategic security plan and vision. Rob's proposed annual budgets have received above-average line item expense approvals from authorizing managers within Massport.

Judith Ronshagen:

Having twice served as Interim Director of Pharmacy at a 300 bed hospital, Judy was responsible for developing and managing medication and staffing budgets for pharmacy-related areas. Budget size was frequently in excess of \$1 million annually.

Derek Brock: N/A

Walter Panis, MD:

Dr. Panis has served as a department Director and as a Medical Director in numerous health care organizations and hospitals during his career in medicine. He has been involved in creating and managing health care budgets of various sizes in these capacities.]

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.

[Christopher Edwards

Chris has not had to take any dramatic financial corrective action in his role as CEO for Blackfin Media, Inc or any other organizations that he has managed. His organizations have consistently remained on budget as a result of proper planning and fiscal conservatism. Chris routinely makes upward/downward staff adjusts based on projected needs and timelines. Although he has not relied on them in the past, he is very familiar with financial products, such as lines of credit, which are available and can be leveraged to maximize flexibility and to avoid the need for larger corrective action.

Julio Fuentes, CFA

In his role as the Lead Analyst for a start-up fiduciary software company, Julio was responsible for the Structuring and Data team, which was responsible for all structuring, analytical, data, and business requirements of the company's product. This project was in joint venture with Standard and Poors (S&P), a debt ratings agency who dictated the product delivery timeline and final requirements. As product requirements grew and changed, Julio was responsible for ensuring that his team was equipped to meet these requirements on time and within budget. This lead to the hiring of additional Structurers, Data Processors, Business analysts, and consultants in order to ensure successful execution of the operational timeline. Within one year, the Fiduciary Software Group grew from three employees to approximately fifteen and continued to meet its operational objectives.

Jason Beauchesne

Jason took corrective financial action measures in 2009, while serving at Easter Seals in Manchester, NH. Funding through The VA Medical Center, which had been paying contracted rates for Adult Day Programs, was cut by approximately 65%. Overall participant enrollment fell by 30%, resulting in a need to reduce staffing budgets. After careful consideration, Jason achieved this through the elimination of all per-diem nurses (with a few strategic exceptions) and a 10% cut in overall client-facing staffing.

G. Robert Christy:

N/A

Judith Ronshagen:

N/A

Derek Brock:

N/A

Walter Panis, MD:

N/A]

3. Applicant's Evidence of Suitability

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

[REDACTED]

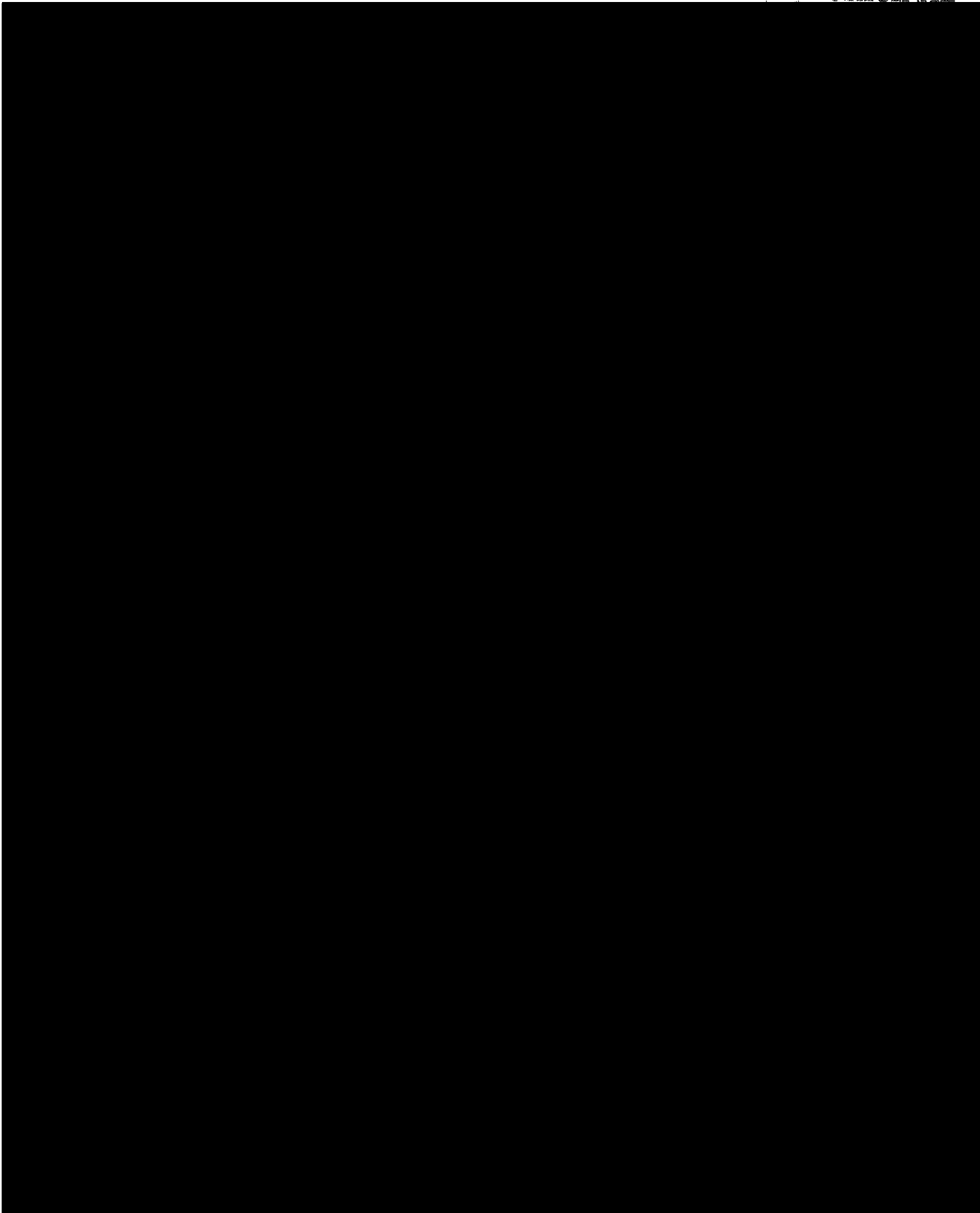
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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





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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

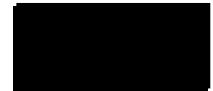
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[REDACTED]

[REDACTED]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

[Board of Directors:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

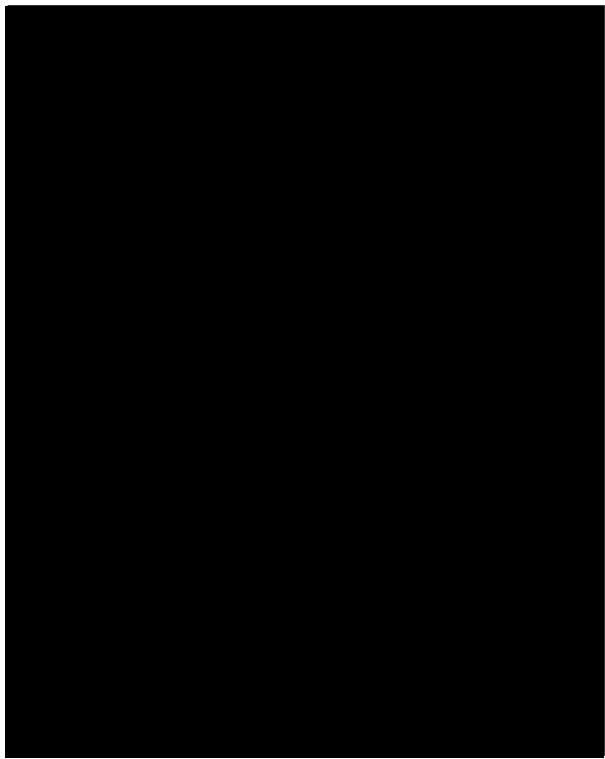
[Redacted]

[Redacted]

[REDACTED]

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

[REDACTED]



4. Applicant's Evidence of Financial Condition

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

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

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

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

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

[ATG anticipates approximately \$1,097,429 in aggregate planning and development, construction, and equipment costs over the first three years of operation. It is ATG's intention to build-out its production capacity in-line with, but 6 months in advance of, its anticipated patient on-boarding projections. ATG will have the financial flexibility to accelerate its build-out schedule if initial patient demand is greater than current estimates.

Planning and Development

A security assessment of both our RMD and cultivation center facilities conducted by a contracted security firm will cost \$5,000. Architect and design services, provided by LEED certified architects and horticultural design experts will cost a total \$10,000.

ATG will be leasing both the RMD and cultivation center facilities. Prior to the RMD's opening, ATG anticipates \$47,208 in lease costs, including: 2 free months of rent at the dispensary site and 2 months of full rent at both sites, along with 4 months of common area maintenance charges, real estate taxes, and property insurance at each site.

ATG estimates \$6,000 in State design review fees, based on the State's \$8.25 per \$1,000 of construction cost fee structure and ATG's estimated construction costs. Local permits are anticipated to \$3,700 including build-out, electrical, plumbing and gas fees.

Construction Costs

ATG projects RMD construction expenses to total \$50,000, which would include interior walls for provisioning, patient intake, waiting and consult areas, a secure product room, a conference room, and 2 offices. Painting and finishes for the RMD will cost an additional \$50,000. No paint or finishes are anticipated at the cultivation site.

ATG also projects \$190,000 in construction expense costs for the cultivation site to be incurred over the first three years as ATG matches its build-out expense to its anticipated patient demand ramp. In the first year, 4-1000sf rooms will be built, followed by 4 more in year two and 2 in year three. Each room will cost \$19,000.

ATG expects its security system, including, vaults, locks, intra-facility barriers, alarms, video surveillance and recording equipment for both the RMD and the cultivation center to cost \$95,000.

ATG also projects \$105,000 in total cultivation center electrical system costs, to be incurred incrementally over 3 years, with 4-1000sf rooms built in year one, followed by 4 more in year two and 2 in year three. Each room will cost \$10,000. The remaining \$5,000 of expense will entail year 1 dispensary related electrical costs.

Equipment Costs

ATG will lease a secure van for RMD and patient delivery, requiring \$5,000 for the down payment and a security compartment.

ATG projects \$215,500 in cultivation equipment costs over 3 years to outfit each room as built. Equipment will include fans, ballast, reflectors, controllers, regulators, lights, reinforced foil ducts, and flood tables. Ten rooms are anticipated over the first three years at a cost of \$21,550 per room. Accompanying HVAC equipment will cost \$215k over 3 years, including install. Each room will incur \$21,500 in HVAC related costs.

Computer equipment and associated software for the RMD and cultivation center including: 3-5 POS workstations, 8 tablet computers, card swipes, 4 desktops for patient intake and administration, along with

software for transactional, inventory, and accounting purposes are projected to cost \$25,000 over three years, with \$15,000 in year 1 and \$5,000 in years 2 and 3.

ATG projects approximately \$25,000 in furniture and storage needs in the first 3 years of operation, with \$14,000 in the first year and \$5,500 in years 2 and 3. Year 1 expenses include: 2 safes to store product (1/RMD and 1/cultivation center), waiting room furniture, office furniture for 2-4 offices, furniture for the RMD conference room, transactional and consultation areas.

Outfitting the MIPs production unit with a kitchen, located at the cultivation center, projects to cost \$20,000 for both equipment and installation, and includes stainless steel counters, commercial dishwasher, refrigerator, freezer, and a convection oven.

Laboratory equipment including a chromatography machine for strain compound testing will cost \$20,000. Only one machine will be needed. ATG also anticipates purchasing a product trimming machine for approximately \$10,000. These will be year 1 expenses.]

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.

[Our first year of operation is anticipated to begin 8/1/2014 (based on section 7.1). Overall, ATG anticipates achieving a net surplus ("Difference" in exhibit 4.4) before taxes of \$925,933 during its first full year of operations. This is the difference between our forecasted total revenue of \$3,613,365 and total expenses of \$2,687,431.

Overall budget approach

Our budget structure, cost estimates, pricing and consumption assumptions reflect our research from other states, including Maine, but are adjusted to the unique regulatory and market situation of Massachusetts, specifically our target geographical region of south Essex County (Salem).

Our cost assumptions are intentionally conservative; however we do not foresee a situation where costs will be more than 10-20% lower than our estimates. Our revenue assumptions are conservative as well, and represent our analysis of the patient population in our projected service area as well as consumption statistics from our Maine consulting partner's dispensary, now entering its 4th year of operation.

Revenue

ATG's total revenue projection of \$3,613,365 is based on ATG's anticipated year 1 patient count (1,526), total number of patient visits (22,512) and average patient purchase revenue per month (\$325); along with anticipated financial hardship discounts. ATG expects that 90% of its medical marijuana sales will come from flower products with the other 10% coming from the sale of MIPS. Additionally, ATG expects about 2% (\$76,301) of its total revenue to come from the sale of vaporizers. Vaporizers will be sold at cost.

Key revenue assumptions

Patient population: Our patient population size is based on our analysis of the area surrounding our location (see section 7.9 response). We chose to use a middle point in the range of possible patient population sizes, which results in approximately 1% of the total population in ATG's targeted geographic region.

Patient adoption rate: We assumed that in "Year One" we will only reach 40% of the patient population levels we will have at end of the third year of the program (2017) or approximately 0.4% of the total population in ATG's targeted geographic region.

"Fair Market Share": We do not assume that we will receive more than our "fair market share." However, given the fact that many municipalities in Essex County have imposed moratoriums on zoning RMDs, we may notice additional response from patients in neighboring communities.

Consumption per patent: Our assumption around consumption (1.0 ounce per customer per month) is based on 3 years of data on consumption statistics gathered from our Maine consulting partner's dispensary operation. We do not foresee that Massachusetts's consumption rate will be different than Maine's.

Price: We assume a price of \$5200 per pound or \$325 per ounce. Our philosophy is to have a competitive price that will provide patients with ready access to medicine while simultaneously matching "black market" alternatives thus eliminating any temptation to divert product for economic purposes.

Expenses

ATG expects total expenses for year 1 to be \$2,687,431, which is the summation of \$1,324,793 of Salary related expenses and \$1,362,638 of Other expenses.

Key personnel expense assumptions

Our overall personnel philosophy is simple. We want to hire and retain the best people for each position while fostering a culture of integrity, loyalty, and achievement; with a clear focus on operational and patient satisfaction goals. Our budget reflects our management philosophy, and includes a small EMT (5.0 FTE, with each member working at reduced salaries for the first 18 month) and a well-trained operations team (security, cultivation, patient service) focused on achieving clear patient-centered goals. We plan to overstaff at dispensary during the early months when registered qualifying patients will need more time for initial consultations. Total projected FTE's will be 17.75 at end of the first year, split between the EMT, our dispensary (5.25) and cultivation center (5.5) staff, and security (2.0). Total salary expenses will be \$1,051,423, not including fringe. We assume a fringe rate of 26%, as part of our planned competitive benefits package, \$273,370.

Expense detail

Utilities are projected to cost \$176,853, based on expected cultivation scale and volume. ATG's basic assumptions include electricity expense at 4.5% of revenue and water expense at 0.5% of revenue.

Other variable costs including: supplies, lab testing, and packaging are estimated at \$149,118 based on various cost per pound assumptions.

Leasehold expenses are expected to be \$201,032, which include rent and CAM expenses at both the dispensary and cultivation sites. We have signed agreements for each.

Charitable contribution expected at \$100,000: Even in its first year, ATG plans to give back to the community through a community benefits agreement with both Salem and Amesbury.

Depreciation/Amortization expense of \$91,788: We intend use three to seven year depreciation schedules (straight line method) for various equipment and building assets.

Interest expense has been estimated at \$181,600.

Massachusetts sales tax projects at \$ 208,062 based on 6.25% of revenue.

Insurance expenses: ATG anticipates \$78,683 in various insurance expenses including: D&O, WC, GL, product liability, and property.

Consulting and other professional services, such as legal, accounting, and government relations, are projected at \$113,500.

Annual DPH licensing fees has already been established at \$50,000.

Financial hardship plan: Patient access is fundamental to ATG's mission and vision. As a result, ATG plans to have a generous financial hardship plan. We assume that 20% of our patients will receive an average of 45% price reduction. As revenue grows, ATG has the capability to increase the size of this plan if an increased patient need arises. This discount is included in our projected gross revenue.]

Year-one operating budget attached as exhibit 4.4

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

[Strategic Planning Assumptions

ATG's leadership team, composed of experienced business professionals and veteran medical marijuana operators from a nearby, similarly regulated medical marijuana state (Maine), expects to capture its equitable share of the county's estimated patient demand. Importantly, our initial low cost of operations and our well planned capital expenditure -to- patient acquisition build-out schedule will allow us to reach a cash-positive position within a short period of time, while ensuring patients receive excellent service and support, and that we generate community goodwill, healthy word-of-mouth awareness, and clear organizational legitimacy from the outset.

The team has chosen to project initial demand conservatively, especially given the program's newness, uncertainty about the extent to which physicians will feel comfortable certifying patients during its formative stage, and our expectation that individuals will need to first investigate and understand before adopting a new course of treatment not covered by medical insurance. Importantly, ATG expects to put forth a concerted educational outreach effort to local physicians and others in the medical and palliative care communities.

* Upon receipt of a provisional registration on January 31st, 2014 (or shortly thereafter), we will immediately embark upon a rapid build-out of our proposed Amesbury cultivation facility and Salem dispensary facility. We will use a phased approach to "grow room" construction and cultivation and dispensary staffing which will be closely matched to, but in advance of, ATG's anticipated patient demand projections. ATG has

worked closely with its Maine Organic Therapy, our operating consulting partner, to understand precise build-out schedules, harvesting cycles, processing times, product yield per room, time to market, "average" patient demand, patient transaction times and consultation needs, and all corresponding employment needs, cultivation and dispensary. ATG has worked with its consultant to reverse engineer a build-out schedule that will allow it to deploy capital for build-out and employment purposes starting 6 months in advance of anticipated incremental patient demand. This well measured, phased approach will allow ATG to properly gauge patient demand and monthly penetration rates, enabling ATG to respond accordingly with an accelerated or moderated capital deployment schedule, and to avoid the risks of overbuilding and overspending. This strategy of phased deployment will also allow us to conserve working capital as we assess demand. Importantly, ATG will have the balance sheet capacity to accelerate the build-out, if need be. Should ATG require additional capital for an accelerated build-out, ATG has received strong initial interest from its existing investor base including its two executive management team co-founders, to contribute additional funds with terms similar to existing capital agreements outlined in 4.2.

Revenue Assumptions

- Peak patient population: We assume that by the end of FY2016 (July 2017) we will reach our peak patient population of 3700 patients, based on our analysis contained in Section 7.9. Conservatively estimated at 1% of our targeted geographic region, south Essex County (Salem).
- We expect patient count and corresponding utilization to ramp slowly for reasons stated above.
- Market Share: We do not assume that we will receive more than our "fair market share".

However, given the fact that many municipalities in Essex County have imposed a moratorium on zoning RMD's, we may enjoy additional response from patients in neighboring communities. Our initial projections do not include these possible benefits.

- Patient adoption rate: We assumed that in "Year One" we will only reach approximately 40% of the patient population levels we anticipate having at end of the third year of the program (2017) or approximately 1526 patients in year 1, ramping to 2992 patients at the end of year 2 and 3700 patients at the end of year 3. We assume monthly patient penetration rates varying from 0.9% to 3.6% resulting in annual penetration rates of approximately 40% in years 1 and 2, and 20% in year 3.

- Consumption per patient: our consumption projections (the product equivalent of 1.0 ounce per patient per month) are based on 4 years of data from our consulting partner's Maine operations. We do not foresee that MA consumption per patient will be different than Maine's.

- Price: We assume a price of \$5200 per pound or \$325 per ounce. Our philosophy is to have a competitive price that will provide patients with ready access to medicine while simultaneously matching "black market" alternatives thus eliminating any temptation to divert product for economic purposes.

Expenses and Utilization Projections

- Initial Year-1 Budget: \$550,000 has been committed to ATG for its start-up period, in the form a loan from 7 individual investors identified in form 4.2. Should the need arise, ATG has received strong initial interest from its existing investor base including its two executive management team co-founders, to contribute additional funds with terms similar to existing capital agreements. ATG also plans to direct surplus operating funds toward build-out expenditures as needed.

- Capital Budget and Deployment: Our capital budget of \$1,097,429 is predicated on a modular approach to scaling our production capacity over three years, in-line with our anticipated patient ramp, detailed above. ATG anticipates that approximately 50% of this cost will be incurred in year-1, with 35% in year-2, and 15% in year-3. This approach will allow ATG to utilize surplus funds from operations to fund growth capital needs.

● Utilization assumptions /demand requirements: To meet customer demand, we project a need of 695 lbs. in year 1, 1597 lbs. in year 2 and 2213 lbs. in year 4. ATG will maintain inventory balances to meet 1-2 months of forward demand.

● Operating budget

○ ATG plans to open its dispensary on August 1, 2014

○ ATG anticipates breaking even operationally in Q2'15, resulting in an operating surplus in the

RMD's first full year of operations as shown in exhibit 4.4.

○ The key expense items in our operational budget include:

○ Personnel Expense

▪ 65% of year 1 revenue, 28% and 25% of year 2 and 3 revenues respectively.

▪ Our plan is to hire and retain the best people for each position and to foster a culture of integrity, loyalty and achievement with clear operational and patient satisfaction goals.

▪ Our budget reflects our philosophy:

● Small executive management team; lean senior leadership.

● Well-directed patient-facing team that includes sufficient staff to meet patient needs, especially for initial patient consultations.

▪ Personnel Fringe rate: 26%

○ Interest Payments: Anticipated to range in the amount of \$155k - \$182k per year in years 1-3.

○ Utilities: Are expected to be about 5% of revenue with electricity accounting for 4.5% and water usage being 0.5%.

○ Charitable contribution: \$100,000 per year, in the form of semi-annual Community Benefit Agreement payments.

○ Depreciation/Amortization

▪ We intend use three to seven year depreciation schedules (straight line method) for various equipment and building assets.

○ Variable costs including: soils, amendments, seeds, packaging materials, and lab testing are estimated to be 4-8% of revenue.

○ Leasehold expenses are expected to range from \$200k to \$250k/year in years 1-3, which include rent and CAM expenses at both the dispensary and cultivation sites.

○ Financial hardship plan

▪ We assume that 20% of our patients will receive an average of 45% price reduction. This discount is included in our projected gross revenues.

● Net income (revenue minus expenses): Please see exhibit 4.5 for a breakdown of total revenue and expense projections, along with FTE's and patient growth projections.

○ ATG's net income (surplus) will be utilized in various ways:

▪ Taxes -- ATG is a not-for-profit corporation organized under Chapter 180 of the Massachusetts General Laws. However the federal government will not recognize ATG as a 501(c)3, and therefore it will have to pay taxes. ATG anticipates federal taxes, including 280E reserves, to approximate \$500k in yr1, \$2.5m in yr2, and \$4m in yr3. This expense eliminates a substantial portion of the annual surpluses detailed in form 4.5.

▪ Financial hardship plan expansion -ATG will increase the discount provided to qualifying patients.

▪ ATG will extend and increase continuing support for local projects in the community.

▪ If the means exist, ATG intends to acquire cultivation and dispensary properties within its host municipalities as a way to secure long-term viability.

Growth Projections

- Our growth projections suggest that year 1 of operations will be approximately 40% of eventual peak patient population with 96% growth in year 2 to 2992 patients and 23% growth in year 3 to 3700 patients.]

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).

[Our plan to obtain a liability insurance policy in compliance with 105 CMR 725.105, (Q)(1) is as follows:

ATG will obtain coverage meeting both General and Product Liability limit requirements of "...general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 105 CMR 725.105 (Q)(2). The deductible for such a liability policy shall be no higher than \$5,000 per occurrence."

ATG will meet the above criteria with a policy offered to medical marijuana businesses by Lloyd's of London. We have already received a quote from Premier Southwest Insurance Group, an experienced broker/provider of insurance coverage to medical marijuana dispensaries.

Both General Liability and Product Liability coverages at the limits specified by the Department of Public Health are included in this portfolio of insurance policies.

Deductibles are as follows: Liability \$0; Property \$2500 (\$5000 for MIPS Product Liability policies).

ATG 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".

Taken all together, the general and product liability coverages ATG will obtain, upon being awarded a provisional registration 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 physical address of ATG's proposed RMD dispensary site is:

50 Grove Street
Salem, MA 01970

It is a 4000 square foot ground level leased space located in a historic brick and beam property, with excellent patient access and ample parking. ATG has entered into a binding lease with the landlord, which is conditional on ATG's receipt of a RMD registration from DPH, as well as receipt of all necessary local permits and approvals. Although we feel that our proposed RMD dispensary site is an ideal location on several levels, ATG would be willing to consider relocating at the request of DPH.]

Evidence of interest attached as exhibit 5.1

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

[The physical address of ATG's proposed RMD cultivation and processing site is:

49 S. Hunt Road
Amesbury, MA 01913

It is a 19,200 s/f leased warehouse space located in an industrial zone. It is in a discreet location, with reliable electrical power and good access for cultivation and MIPs staff. ATG has entered into a binding agreement with the landlord, conditional on receipt of a RMD registration, as well as all necessary local permits and approvals. Although we feel that our proposed RMD cultivation and processing site is an ideal location, ATG would be willing to consider relocating at the request of DPH.]

Evidence of interest attached as exhibit 5.2

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

[The physical address of ATG's proposed RMD cultivation and processing site is:

49 S. Hunt Road
Amesbury, MA 01913

It is a 19,200 s/f leased warehouse space located in an industrial zone. It is in a discreet location, with reliable electrical power and good access for cultivation and MIPs staff. ATG has entered into a binding agreement with the landlord, conditional on receipt of a RMD registration, as well as all necessary local permits and approvals. Although we feel that our proposed RMD cultivation and processing site is an ideal location, ATG would be willing to consider relocating at the request of DPH.]

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.

[Salem

From the beginning of the application process, we've vigorously reached out to local officials from the City of Salem, in which we intend to locate an RMD, and the City of Amesbury, in which we intend to locate a combined cultivation and processing site.

In Salem, we first met on May 21st with Dominick Pangallo, the Mayor's Chief Aide, Lynn Duncan, the Director of the Department of Planning and Community Development, and Beth Rennard, City Solicitor. At the time, we were still unsure if Salem would be receptive to an RMD within their community. Our intention in this meeting, along with all subsequent ones, was to seek to understand the City leaders' community impact concerns, and provide information about well-regulated medical marijuana programs in other states and jurisdictions.

On July 10th, we met with State Representative John Keenan. We have remained in contact with Mr. Keenan since that time, and he has indicated that he is comfortable with our group and our approach, and is not opposed to our efforts to site a RMD dispensary in Salem.

Also on July 10th, we presented plans for our dispensary to Mayor Kimberley Driscoll, Chief of Police Paul Tucker, Board of Health Agent Larry Ramdin, as well as Mr. Pangallo, Ms. Duncan, and Ms. Rennard. We have remained steadily in contact with members of the Mayor's senior staff since that time to continually gauge their input and feedback.

A month later, on Aug 15th, we discussed one site we had preliminarily presented to Mr. Pangallo and Ms. Rennard. We followed up with a meeting on August 19th with Councillor Todd Siegel, in whose district the building was located, to explore possible concerns neighbors and abutters might have. The next day, August 20th, we met as well with Councillor Bill Legault, and on August 26th, with Councillor Josh Turiel, and then with Senator Joan Lovely on the same day.

On the evening of September 12th, we arranged an informational meeting for neighbors and abutters of our originally selected location on Technology Way. Attendees included Councillor Siegel and a handful of neighboring business owners.

On the morning of Oct 3rd, we met again with Chief of Police Paul Tucker to discuss any traffic or security concerns surrounding our project.

On October 7th, we appeared before the City Council Committee on Ordinances, Licenses, and Legal Affairs to answer questions posed by City Councillors about a proposed 12 month moratorium. Following the failure of the moratorium to pass, we had informal conversations with various Councillors to further help them understand the potential positive impacts.

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.

On October 22nd, we received a letter of letter of non-opposition from Salem Mayor Kimberley Driscoll.

On October 30th, we followed up with Councillor Paul Prevey to review messages he had received from constituents, and successfully allayed his concerns.

On November 12th , we met with the Board of Health to further discuss our proposal. Larry A. Ramden, Health Agent for the City of Salem, provided us with a letter of non-opposition.

On November 19th , we met with City Council President Jerry Ryan, who provided us with a letter of non-opposition on behalf of the Council.

Amesbury

In Amesbury, our efforts were similarly extensive, and included the same basic objective -- to understand the City's needs and adapt our plans to meet them. We began outreach on May 1st, with meeting with Mayor Thatcher Kezer III, and followed up with a series of meetings later in May with Councillors, Christian Scorzoni, Bob Gilday, and Bob Lavoie.

On June 19th, we met again with Mayor Kezer, who was joined by Chief of Police Kevin Ouellet, Community & Economic Development Director Joe Fahey, and City Planner Nipun Jain, to discuss potential community impacts and benefits.

On July 16th, we extended our outreach to State Representative Mike Costello, who expressed interest in the project and support for a potential Amesbury cultivation and processing site.

Conversations with Councillors Scorzoni and Lavoie continued into September, as we began to narrow our search to secure cultivation sites that would best address the City's needs and concerns. Due to feedback received from City officials, we agreed to pursue a different property than initially proposed, which met with the satisfaction of those officials (This is further described in our response to 5.6). On October 2nd, we met with Council President Anne Ferguson, who expressed a generally favorable position on medical marijuana and to our project in particular, and introduced a request for a letter of non-opposition to the Council on November 12th. The Council voted to postpone the discussion until their next session, which is in December.

We received a letter of non-opposition from Amesbury Mayor Thatcher Kezer III, dated 11/19/13, which is included in Exhibit 5.4.

On 11/20/13, we met with three City Councillors: James Kelcourse, Joe McMilleon, and Derek Kimball. We addressed their concerns and questions, and discussed next steps required to successfully site our cultivation and processing facility in Amesbury.]

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.

[ATG's proposed locations in Salem (RMD dispensing site) and Amesbury (Cultivation and Processing site) will be compliant with local codes, ordinances, zoning and bylaws for each municipality, as well as state requirements.

Salem:

Our proposed dispensary facility, located at 50 Grove St., in Salem, MA, will comply with Section 10 of the City of Salem's current zoning bylaws, which includes a definition for a "dispensary", organized as a for-profit or a not-for-profit. The City of Salem has not established zoning by-laws specific to RMD locations. During the Salem City Council's discussion on October 10th, 2013 of a proposed moratorium on medical marijuana dispensary siting, Council members agreed that the City's current bylaws would suffice for this use, and unanimously voted to decline to enact a moratorium.

The proposed 50 Grove St. location is not within a radius of five hundred feet of a school, daycare center, or any facility in which children commonly congregate. It conforms to 105 CMR 725.110(A)(14).

We intend to meet all local ordinances and permitting requirements and have initiated discussions with the Salem Planning Department, Board of Health, and Mayor's office, as described in our Section 5.4 response. The City has decided not to proceed with the required special permitting process until the DPH issues provisional registrations. We intend to conform to all specific conditions contained within the special permit.

Amesbury:

Initially, ATG proposed locating a cultivation and processing facility in a warehouse space at 10 Industrial Way, a property upon which ATG has obtained an approved Letter of Intent. While this location is zoned appropriately, we quickly learned that elected officials in Amesbury overwhelmingly agreed that the location was not desirable due to its close proximity to a residential neighborhood.

In an effort to reach a compromise solution with the City's administration, ATG proposed an alternate location at 49 S. Hunt Road, which is mutually agreeable, and more palatable for the City. The site conforms to state requirements, and will be ADA compliant. It is located within an industrial zone and is not within a radius of five hundred feet of a school, daycare center, or any facility in which children commonly congregate. No municipal requirement for this exists which would supersede the state requirement.

Current municipal zoning allows for both agriculture and food processing within a facility located at our proposed site ("I Zoning District"). However, existing by-laws for agricultural use require a land parcel of no less than 5 acres. Although ATG's original proposed site meets this requirement, 49 S. Hunt Road does not. It was agreed that ATG would pursue 49 S. Hunt Road despite this, and that city officials would pursue a slight zoning adjustment to allow agricultural uses on parcels less than 5 acres in order to accommodate this more palatable location. The introduction of this zoning change is expected to occur in January 2014. ATG intends to be compliant with the revised by-law.]

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.

[ATG stands committed to ongoing, positive relationships with the immediate Salem community and those surrounding it, as well as Amesbury. We intend to continue to listen, share knowledge, and create understanding of our services, objectives, and planned outcomes. Though widely supported on Election Day in November 2012, medical marijuana, and its potential positive impacts, remain largely misunderstood by a significant percentage of the Commonwealth's citizens. Through a combination of transparency, well-grounded information, and the power of storytelling, we seek to normalize the presence of properly regulated medical marijuana in the communities we serve.

We believe that positive community relationships must feature three key assets: proactive outreach, well-managed listening channels, and a team of trusted communicators. We've already made significant progress developing the foundation for each of these.

Immediately upon receipt of a provisional registration, we will schedule face-to-face meetings with public officials in both Salem and Amesbury to listen to all issues and concerns relating to the RMD's start-up. We will establish an action plan and reporting arrangement to ensure that they remain informed of progress and developments leading up to, and through, our opening. Importantly, Salem officials and citizen groups with whom we have already met expressed a desire for continued open dialogue and problem-solving.

We have already formed a Community Advisory Board (CAB), which will be responsible for recommending the appropriate disbursement of surplus funds in the form of contributions to other non-profits in our area, preferably community health related.

Additionally, the CAB will be charged with: reporting on impacts to sub-groups potentially impacted by our RMD operations; partnering in the development of local programs to help curb youth marijuana usage and address potential secondary diversion of medical marijuana; and discovering opportunities for further stakeholder group engagement. The CAB will serve as "think tank" for ideas to better serve stakeholder groups. It will report to the Board of Directors.

Current committed members include former State Senator Fred Berry and outgoing Salem City Councillor Paul Prevey.

Along with the members of the CAB, we will launch a series of outreach and listening sessions directed towards selected stakeholder groups. Our public organizational calendar will reflect key community outreach events and milestones. Among them will be a semi-annual gathering of stakeholders and others interested about the impacts our RMD may have had upon the community. There, we will review accomplishments and challenges, and share any plans for corrective action.

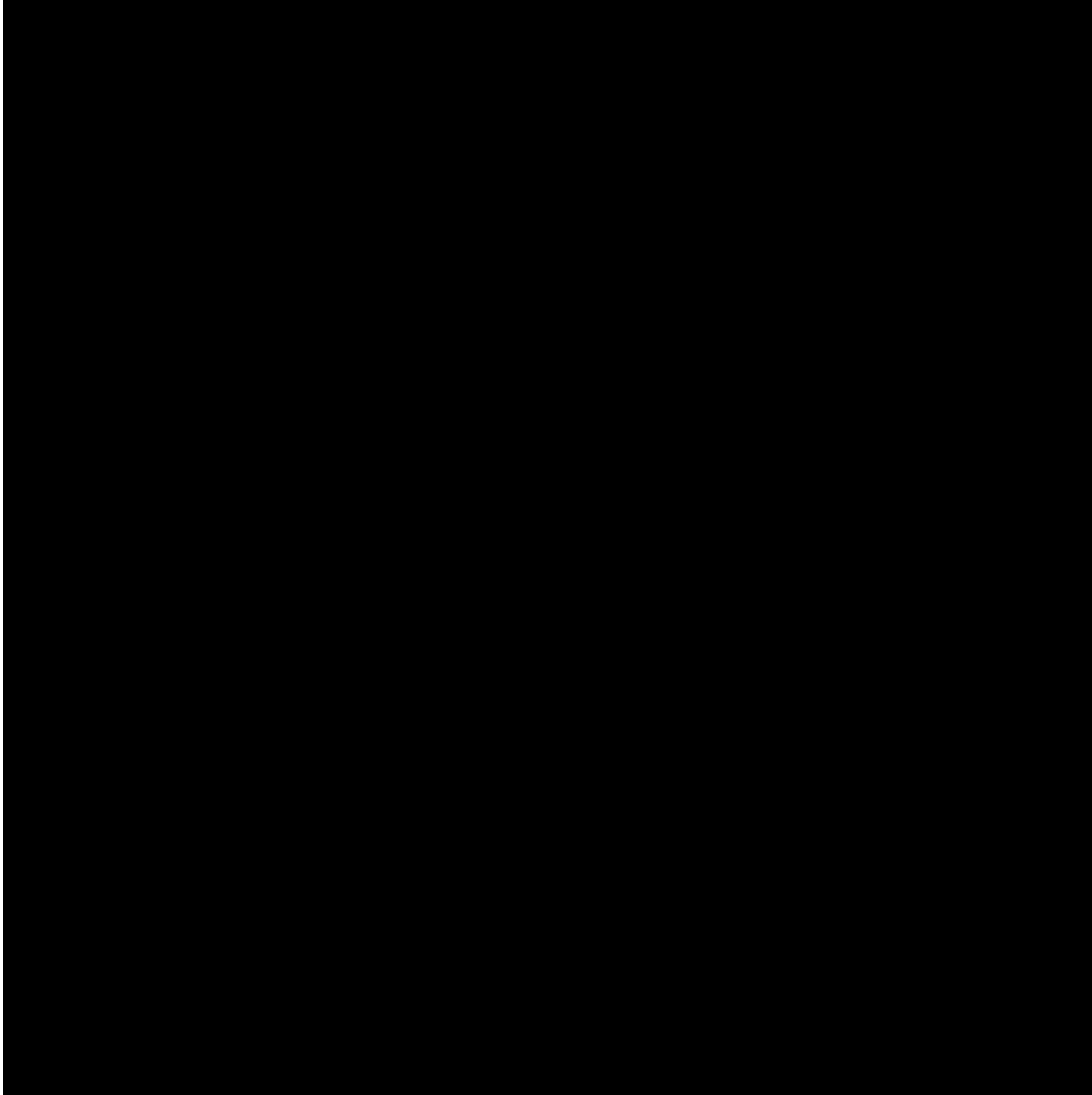
Importantly, we plan to leverage the power of social conversation platforms and tools to best share up-to-date information about our patient service efforts and related developments in palliative care. We'll maintain an active social media presence. As we have outlined in our Section 7.15 response, frequent blogging by various members of our leadership team should help provide the community with a wide-ranging and regularly updated context for our patient service activities.

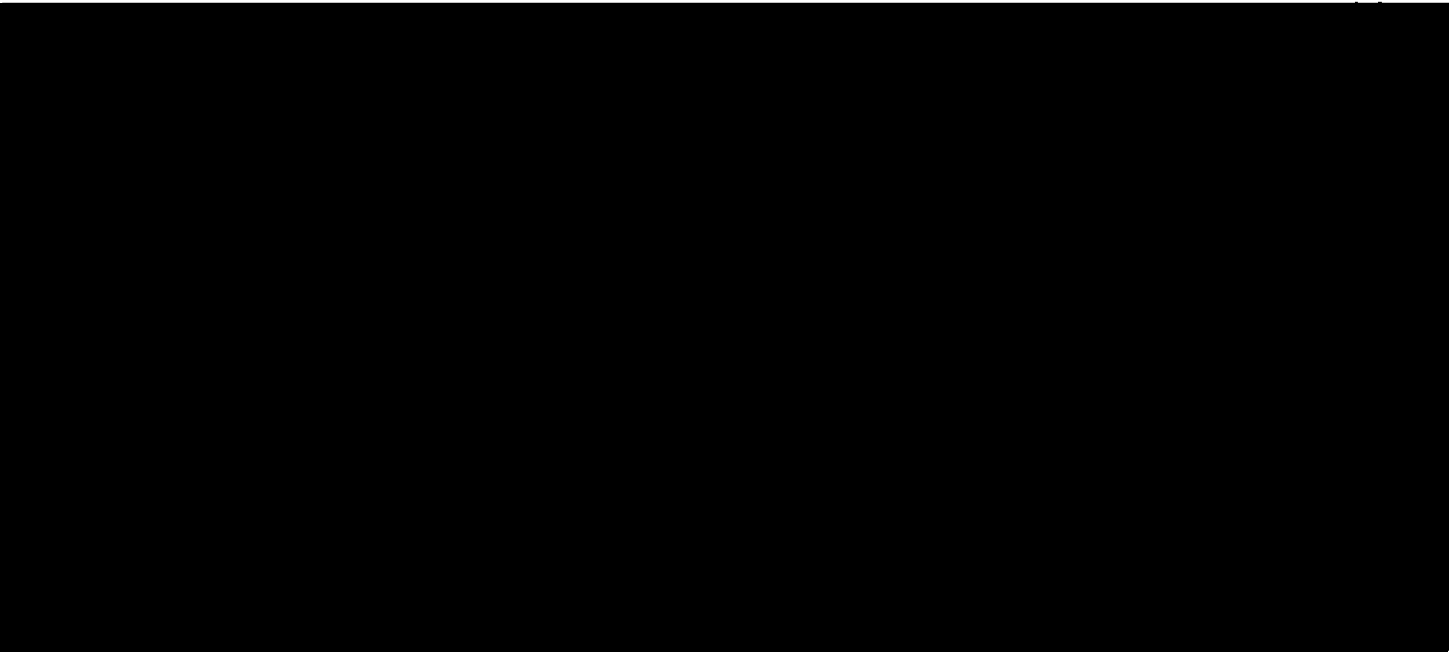
We will continue our medical community outreach, including an ongoing dialogue with leaders from Merrimack Valley Hospice, again as described in our 7.15 response.

We have proposed a Community Benefit Agreement to officials in each host community. In Salem, the agreement would help mitigate traffic issues that might arise following our RMD's opening, and provide the City with funds to direct to community wellness programs, such as Mass in Motion. Amesbury officials contemplate using the funds included in their agreement for similar uses.

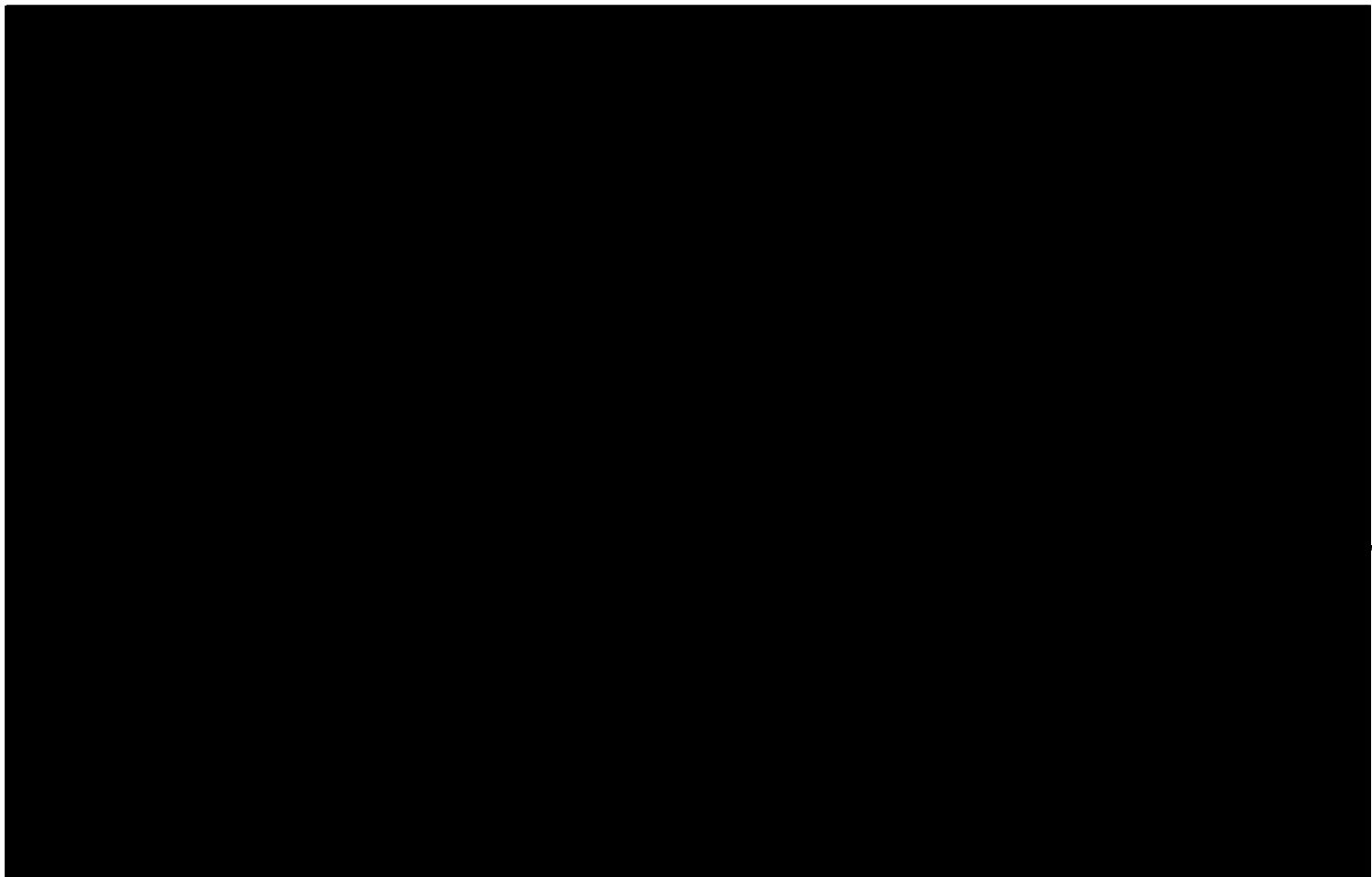
Finally, we intend to become an active member of the business and service community in each city through membership in the Chamber of Commerce and various local service organizations, such as the Rotary Club.]

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





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



6. Staffing Plan and Development

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

[ATG's staffing plan is built upon a strong leadership team consisting of experienced performers in the medical marijuana industry and related non-profit health care, pharmacy industry, safety and compliance, and community outreach domains.

Listed full-time equivalents (FTE) reflect projected patient numbers and associated cultivation center requirements for the first 12 months of operation. As the RMD scales (shown in our Section 4.5 response), we will increase staffing load appropriately.

The organization will be led by an Executive Director (1.0 FTE) with an extensive entrepreneurial background, and experience with staff and operational oversight, overall budget ownership, and community engagement. He will be responsible for ensuring that the organization meets its financial, programmatic, compliance, and community service goals and objectives.

The ED's direct reports include each member of the Executive Management Team, as well as all director-level positions, as described in the next paragraph. He reports to the Board Chair.

The COO (1.0 FTE) holds responsibility for day-to-day operations and controls. Our CFO (1.0 FTE) manages financial record keeping, strategy, and risk. A Security Director (1.0) is responsible for ensuring patient, staff, and product security throughout the production and provisioning system.

The Chief Medical Officer (.25 FTE) is responsible for medical program development and outreach. A Director of Cultivation and Product Quality (.50 FTE) will establish and oversee all aspects of the production of safe, quality cannabis products.

Our Director of Patient Education and Provisioning (.25 FTE) is responsible for developing and implementing patient service initiatives and ensuring sound product provisioning.

The following position reports to the CFO: a HR Manager (.25 FTE), who is responsible for employee orientation, on-boarding, payroll, and human resource compliance.

Reporting to the Director of Cultivation and Product Quality will be the Cultivation Team Leader (1.0 FTE), who is responsible for cultivation process adherence and team management, and who in turn supervises the Cultivation/Trim Team members (1.0 FTE x 3) and the MIPs Specialist .5 FTE).

Reporting to the Director of Security will be 3 Security Specialists (.5 FTE/each), responsible for perimeter security, site surveillance, access control, and product movement compliance at both the RMD and the Cultivation/Processing site.

Also reporting to the Director of Security will be 2 Delivery Specialists (.50 FTE/each) responsible for secure product delivery.

A Dispensary Team Leader (1.0 FTE/each), reporting to the COO as well, is responsible for staff training and briefings, patient service culture and processes, and inventory management, and supervises the Patient Services Team.

Four (4) Patient Services Team members (1.0 FTE/each) will be responsible for patient intake and product provisioning. They report to the Dispensary Team Leader.]

Organizational chart attached as exhibit 6.1

6.2 Explain the hiring plan for the RMD staff by role, including qualifications and experience by position description. Include a description of the applicant's process to complete a Criminal Offender Record Information (CORI) check on each staff member working at the RMD at hire and on an ongoing basis.

[ATG's hiring plan will build upon pre-existing employment commitments from members of its leadership team, as listed in our organizational chart. The team will be augmented by experienced health care and cultivation professionals hired from the local community, and potentially from medical marijuana personnel already employed by our Maine-based operations consulting partner (Maine Organic Therapy) who seek to relocate to Massachusetts and gain "ground-floor" involvement.

In our experience, well-suited candidates for entry-level RMD roles might have these employment backgrounds: experience with fast-paced, guest-oriented or foodservice environments; retail pharmacies; and health care clinics. Qualified cultivation center candidates could likely emerge from the flower, herb and vegetable industries. Bakers, chefs and other food preparation professionals could prove to be successful MIPs processing candidates.

All recruiting and hiring activity will conform to our policy of equal employment opportunity described in the Section 6.2 response. We intend to actively recruit women, veterans, Native Americans, and people of color. ATG's founding management team includes individuals from minority populations, veterans, and women. Management intends to use this diversity as a model upon which to expand.

All candidates will participate in an extensive interview and reference checking process, with the final hiring decision made jointly by the supervising manager and the ED.

Using the Massachusetts Department of Criminal Justice Information Systems (DCJIS) iCORI website, ATG will conduct CORI checks on all staff members upon hire. Checks shall be conducted by the ATG CFO, under the supervision of the ED. Subsequent CORI checks will be conducted every 6 months for all employees.

Below is a list of positions, with their respective hiring status:

Executive Director - Must have an extensive background in staff and operational oversight, overall budget ownership, and community engagement. Status: HPOC (hired per organizational chart) - Christopher Edwards

Chief Operations Officer - Holds responsibility for day-to-day operations and controls. Must have significant experience in operations oversight, preferably in a regulated environment. Status: HPOC - Jason Beauchesne

Chief Financial Officer - Manages financial record keeping, strategy, and risk. Responsible for incident management, reporting, and corrective actions. Must have extensive financial management and compliance background, and preferably an MBA. Status: HPOC - Julio Fuentes

Director of Patient Education and Provisioning - Responsible for developing and implementing patient service initiatives and ensuring sound product provisioning. Requires 5+ years experience in frontline patient care in a clinical or pharmaceutical setting. Status: HPOC - Judith Ronshagen

Chief Medical Officer – Responsible for developing and maintaining dispensary agent training materials, patient/caregiver education materials, and policies/procedures for refusing to provide medical marijuana to an individual appearing to be impaired or abusing medical marijuana. Must have extensive medical experience working in palliative or rehabilitative settings. Status: HPOC - Walter Paris, M.D.

Director of Cultivation and Product Quality - Responsible for designing and implementing all aspects of production of safe, highest-possible quality cannabis products targeted to patient needs. Must have 3+ years experience managing a scalable medical marijuana cultivation and processing facility in a state-regulated environment. Status: HPOC - Derek Brock

Director of Security - Responsible for ensuring patient, staff, and product security throughout the production and provisioning system. Must have 5+ years security or public safety experience, preferably in public facing leadership role. Status: HPOC - G. Robert Christy

HR Manager - Responsible for employee orientation, on-boarding, payroll, record keeping, and compliance. Must have 3+ years experience, preferably with a healthcare organization. Status: to be hired.

Cultivation Team Leader - Responsible for cultivation process adherence and team management. Requires 3+ years experience with scalable medical marijuana cultivation techniques or other forms of indoor horticulture. Must have demonstrated team leadership skills. Status: to be hired - candidate identified with Ph.D. in horticulture from Cornell University.

RMD Team Leader - Responsible for staff training and briefings, staff scheduling, patient service culture and processes, and inventory management; supervises the Patient Services Team. Experience (5+ years) with high volume, retail service environments, including an emphasis on patient care and regulatory oversight. Status: HPOC - Yajaira Fuentes

Patient Intake and Orientation Specialist - Responsible for compliant patient intake and orientation procedures, providing product and strain descriptions, creating a service environment that reflects organizational values. Status: to be hired; candidates identified.

Cultivation/Trim Specialist - Responsible for execution of daily cultivation related tasks, crop harvest, and post-harvest processing. Status: to be hired; candidates identified in Maine, currently employed by Maine Organic Therapy.

Dispensary/Cultivation Security Specialist - Responsible for perimeter security, site surveillance, access control, product movement compliance, as well as patient and staff safety while entering and leaving the facility. Will require former military or public safety experience (5+ years) Status: to be hired; candidates identified.

Delivery Specialist - Responsible for conducting secure and compliant deliveries to the RMD and to patient/caregiver homes. Status: to be hired.

MIPs Specialist - Responsible for the safe and compliant production of marijuana-infused products. Must have 2+ years food service experience. Status: to be hired; candidates identified.]

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.

[ATG is committed to maintaining an organization-wide policy of non-discrimination on the basis of race, religion, color, sex, marital status, maternity, paternity, age, sexual orientation, national origin, disability, political affiliation, income, gender identity, veteran status or genetic information. No discrimination on the basis of any of the above will be knowingly practiced in relation to patient services, personnel policies or ATG operations, including hiring, promoting, demoting, training, benefits, transfers, layoffs, termination, recommendations, rates of pay or other forms of compensation.

ATG welcomes applications from people with disabilities, and is committed to making adjustments and promoting accessibility to reasonably accommodate employees and other persons with disabilities.

Our employment policy is designed to provide equal employment opportunity to all persons on the basis of merit in a non-discriminatory atmosphere. It applies to every aspect of employment, and includes all full-time, part-time and temporary employees. ATG will advertise its commitment to equal employment opportunity in advertisements of job openings in pertinent publications.

All new hires will be required to undergo an initial CORI background check. When applicable, ATG intends to perform additional background checks for applicants who previously resided in a state other than Massachusetts. CORI checks will be performed semi-annually for each employee, coinciding with the employee hire date.

Each employee will receive an initial performance evaluation at 3 months post-hire (with an accompanying corrective action and improvement plan as needed) and then annually. Advancement

opportunities will also be considered as an integral part of this review. ATG is committed to providing opportunities for professional growth and advancement for all its employees.

Year 1 planned starting salaries and wages, by level, include:

- Executive Management Team: 80,000-100,000/year (1.0 FTE)
- Director-level/Unit Managers: 65,000-80,000/year (1.0 FTE)
- Operations staff: 40,000-45,000/year (1.0 FTE)

ATG intends to provide employees an appropriate benefits package and any employment provisions required by law, as outlined in abbreviated summary form below.

Holidays: On a fiscal year, basis ATG recognizes the following ten days as paid, legal holidays: July 4th, Labor Day, Columbus Day, Thanksgiving Day and the Friday following (not a legal holiday), Christmas, New Year's Day, Martin Luther King Day, President's Day and Memorial Day.

Vacation: Vacation rates for all employees who work 40 hours per week are earned each pay period per the below schedule. These amounts will be prorated for part-time employees who work at least 20 hours per week.

- Employees earn 3.08 hours (2 weeks) in their first year
- Employees begin earning 4.62 hours (3 weeks) beginning on her/his one year anniversary
- Employees begin earning 6.15 hours (4 weeks) beginning on her/his five year anniversary

Sick Leave: Full-time employees shall accrue 8 hours of paid sick time per month of active employment or paid leave (not including leaves covered by insurance or Workers Compensation). Sick time will be prorated for part-time employees scheduled to work 20 or more hours per week.

Bereavement Leave: In the event of the death of a child, spouse/partner, parent, sibling, grandparent, grandchild, parent of spouse/partner or a person living in the household, employees may be granted up to three (3) days of paid bereavement leave within 7 days of the date of death.

Leave of Absence: An employee may request an unpaid leave of absence for reasons unrelated to the Family and Medical Leave Act, by applying in writing to her/his immediate supervisor. Family and Medical Leave Act (FMLA): Employees who have been employed by ATG for at least 12 months and have worked at least 1,040 hours during the twelve months preceding the request for leave are eligible for the family and medical leave. Other leave entitlement requirements exist, as detailed in our Employee Handbook. During FMLA leave, ATG will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work.

Health and Dental Insurance Benefits

ATG plans to offer a generous health and dental insurance plan. ATG will determine the level of employer contribution. Before coverage (family, two-person or individual) becomes effective, the employee must authorize payroll deductions.

COBRA

ATG will comply with federal COBRA regulations that provide for the limited continuation of health and dental coverage for employees and their families following termination, divorce, death or if a child reaches the age limitation of the insurance plan.

Workers' Compensation

ATG will carry a Workers' Compensation insurance policy. If an employee is injured as a result of an accident or illness on the job, she/he may be eligible for Worker's Compensation benefits. The amount of benefits payable and the duration of payment depend upon the nature of the injury or illness.

Unemployment Compensation Benefits

In the event of separation from ATG, staff may or may not be eligible to receive unemployment compensation benefits by applying to a local office of the Department of Employment & Training (DET). Accordingly, ATG will abide by current law in issuing an informational notice to all separating employees advising them of their right to file a claim for unemployment insurance benefits.

Retirement and 401K Plan

Employees who have worked a minimum of twelve months as of June 30th may be eligible to participate in ATG's 401K retirement plan.]

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

Completed list of known RMD staff attached as exhibit 6.4

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

[We recognize that newly hired staff members may be unfamiliar with palliative care and medical marijuana's valuable role in helping to address debilitating conditions of registered qualifying patients. Also, new agents may not have worked in an environment that is as tightly regulated, evolving, and high-profile as Massachusetts's program will be. Staff development will instill in our team a rich appreciation for the "why" of our work, as well as the "how". Accordingly, we intend to heavily invest in training and ongoing education for all employees, regardless of their incoming experience level or role within the organization.

Our planned process will begin with a full day orientation and policy and procedural training, conducted by ATG's Executive Management Team. We will ground the day in ATG's mission, vision and values. Regulatory compliance will be underscored. We'll discuss the philosophy of palliative and compassionate care, and how it can be provided in a safe and regulated environment. We'll provide a brief history of medical marijuana in Massachusetts, especially following the passage of Question 3.

Overall company policy review will include the following topics for all employees:

- Sexual Harassment policy (Reviewed upon hire and annually with all employees)
- Employee-at-Will
- EEO (Equal Employment Opportunity)
- Other forms of harassment and filing complaints internally and externally with EEOC (Equal Employment Opportunity Commission) and MCAD (Massachusetts Commission Against Discrimination)
- Worksite Safety
- Rules and regulations governing medical marijuana, with detailed emphasis on patient safety and facility security
- Anti-diversion
- Facility access and security protocols
- Confidentiality, patient privacy, and HIPAA compliance
- Disaster preparedness
- Alcohol and drug free work policy

- Employee Performance Evaluations
- Exempt vs. Non Exempt and Overtime Classification in accordance with FLSA law (Non Exempt employees who work in excess of 40 hours in any given 7-day week will receive 1 ½ times employee's hourly rate in accordance with federal and state law)
- FMLA and MMLA (Eligibility and Rights)
- Insurance benefits
- Benefit Time
- Workers Compensation
- Unemployment Compensation
- Retirement and 401K
- Whistleblower policy and reporting of wrongdoing

Cultivation site staff will undergo additional training programs for OSHA (Occupational Safety and Health Administration), HACCP (Hazard Analysis and Critical Control Points) and MJ Freeway's GrowTracker software.

Dispensary site staff will undergo additional training programs for ASAF (Americans For Safe Access), cash handling and MJ Freeway's "GramTracker" software

MIPs staff will undergo food handler training.

Training content will be reinforced with written materials and a manual of Standard Operating Procedures for all ATG employees, which will initially be modeled on that of Maine Organic Therapy, our operations consulting partner.

Training for agents in their actual day-to-day roles will involve classroom instruction performed by the EMT, followed by a job shadowing approach. New agents will shadow an ATG employee who is experienced in their role for a significant portion of each day during the shadow training phase, learning all processes, policies and procedures in a hands-on teaching way. For example, new cultivation agents will shadow Derek Brock, ATG's Cultivation Director, learning all aspects of medical marijuana cultivation through direct observation of his methods.

ATG also intends to implement a cross training program that provides opportunities for on-the-job training in other positions within the organization. The intention of the cross training program is to provide employees with in-depth perspective on their co-workers' daily responsibilities and challenges, and to build greater flexibility in meeting staffing needs during short staff situations caused by illness, vacation, etc.]

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.

[ATG understands the need for registered qualifying patients to gain access to medical marijuana products in as short a timeframe as possible. Upon award of a provisional certificate of registration by the Department of Public Health, ATG is committed to a program of rapid resource utilization that minimizes bottlenecks, and will result in the dispensing of medical marijuana products from its RMD site within 180 days of certificate issuance.

Given the required vertical integration of RMD operations, our team must complete several complex projects prior to opening our doors to patients. These can be broadly grouped as: local approval, construction/permitting, cultivation, and staff hiring and training.

Please reference responses submitted for questions contained in Section 5 of this application for evidence of the local jurisdiction's approval of licensed medical marijuana siting in this community. No delays are expected to arise from local processes that would delay the timeline as laid out in exhibit 7.1.

Construction and permitting will take place simultaneously at two locations: the RMD site and the cultivation/processing site. ATG has chosen to modify existing vacant facilities for both uses. ATG has committed the capital resources necessary to ensure uninterrupted work during this phase of development.

We have already engaged with Zoning and Planning Departments in both municipalities to gain a full understanding of the requirements and anticipated timelines, and to develop a detailed action plan to meet our projected opening date. Similarly, we have verified that projected construction timelines (and budgets) are realistic and attainable via local construction vendors in both municipalities.

Before beginning any cultivation, perimeter and intra-facility security systems will have been installed and approved by the Department and local public safety officials.

Our modular room design allows for cultivation to take place in a clean, environmentally controlled setting without requiring entire build-out to be completed. Upon provisional registration and deployment of security systems, we will begin propagating plants. We will be leveraging proprietary grow techniques developed by Maine Organic Therapy (including the use of auto-flower seeds) to complete a full growing and curing cycle within 90 days. We will elaborate on these procedures during our provisional review period.

The hiring of key supervisory roles has already taken place. The EMT is prepared to devote all necessary time to recruit candidates for the balance of the required staff positions. We will initially focus on hiring the cultivation staff, so that we may begin growing plants in anticipation of a late summer dispensary opening. Patient-facing personnel, including Dispensary agents and pharmacy personnel will be hired in advance of anticipated opening to allow for proper orientation and training.

A comprehensive knowledgebase of compliance, security, cultivation, MIPs production, and patient service procedures need to be in place well before "Day One". We will utilize the resources of Maine Organic Therapies, our operations consulting partner, to supplement our leadership team's expertise during this phase. We will conduct extensive cultivation team training during the three months following initial planting of seeds, followed by hands-on "dry runs" with RMD staff.

All technological and compliance systems will be built, tested and deployed during this phase. We anticipate a safe and satisfying opening day experience for patients.]

Start-up timeline with clear benchmarks and dates attached as exhibit 7.1

7.2 Provide a detailed summary of the year-one operating plan, including key business check-in points over the year that will inform business practice improvements.

[The summary focuses on critical milestones, the achievement of which will drive our ability to scale to meet patient demand. Milestones will be grouped by operational focus area & short-term business activities, & focus on patient care outcomes.



Patient Attraction

Milestone: Attract new patients sufficient to support revenue projections

Activities:

- Execute patient outreach program, per 7.13 and 7.14

Measurements:

- New patient counts
- Recurring patient visits
- Purchase/visit - actual v. projected

Patient Service and Satisfaction

Milestone: Patient service needs meet 90%+ satisfaction

Activities:

- Rigorously deploy patient support effort, per plan
- Offer spot feedback opportunities to all patient following initial & follow-up visits
- Conduct comprehensive patient experience and satisfaction survey - 2 months + 6 months + 9 months

Measurements:

- Survey results, per above
- Feedback, per above

Home Delivery Efficacy

Milestone: Home delivery service successfully meets programs goals

Activities:

- Deploy plan, per Section 7.8 response
- Conduct patient satisfaction survey; analyze results

Measurements:

- Coverage area
- % financial hardship
- Resource allocation - actual v. budget
- Patient satisfaction survey data

Community Outreach/Acceptance

Milestone: Positive community/stakeholder support level achieved

Activities:

- Deploy plan, per Section 5.7 response
- Conduct stakeholder understanding and experience survey; analyze results

Measurements:

- 75%+ positive feedback
- Continued feedback/response loop

Cultivation/MIPs Production

Milestone: Varied mix of strain specific flower products & MIPs available for patients. Ensure additional grow rooms are ready in advance of anticipated demand.

Activities:

- Measure profile/potency; analyze results
- Measure and analyze patient purchasing history/satisfaction survey responses
- Track opportunities for adjustment/innovation
- Ensure continued grow room construction is on schedule given realized patient count ramp

Measurements:

- Targeted product varieties - actual v. projected
- Inventory consistency
- Continued strain growth, per plan
- Compare patient count ramp v. initial projections

Milestone: Superior quality flower products and MIPs provisioned to patients

Activities:

- Add experienced CC room managers as operation scales
- Deploy advanced QC techniques from "first seed"; no "learn as you go"
- Embed an adaptive culture/continuous improvement ethic into operation from the start

Measurements:

- Lab results - cleanliness
- Lab results - constituent profile

Milestone: Product volume matches patient demand

Activities:

- Maintain tight crop rotation schedules
- Create adequate clone volume for flowering needs

Staff Recruiting/On-boarding/Training

Milestone: Adequate staff/experience levels to deliver superior support patients & meet projected patient increase

Activities:

- Aggressive recruiting pre/post opening
- Practice of all-hands-on-deck ethic by all managers
- Exhaustive onboarding, including practical hands-on training of all leadership
- Rigorous ongoing training

Measurements:

- Patient count ramp v. initial build-out and staffing projections

Patient experience survey data

- Average time/visit
- Returning patient ratios

Security/Incident Response/Compliance

Milestone: Plans successfully deployed throughout operating year

Activities:

- Deploy plans, as summarized in 7.15, 7.16, 7.17
- Create "culture of compliance"

Measurements:

- Total incident #'s v. % preventable
- Reporting procedures followed
- Root cause analysis effected, with corresponding corrective actions
- Internal/external stakeholder response & feedback

Budget Management

Milestone: Timely budget review/adjustment

Activities:

- Conduct monthly/quarterly expense reviews and management updating
- Track all expenses to strict bottom-up budget projections

- Track daily/weekly/monthly revenue to projections; adjust expense load appropriately

Measurements:

- Actual v. budget accounting
- 6 month audit]

7.3 Describe the applicant's knowledge of (and experience with) growing methods to be used in the cultivation of medical marijuana. Note that a copy of the marijuana cultivation and management plan will be reviewed as a component of the provisional inspection process.

[Our cultivation program will be led by Derek Brock. Derek graduated with honors from the University of New Hampshire with a Bachelor of Science degree in plant biology in 2000. Derek has been the Director of Cultivation for Maine Organic Therapy, a Maine licensed medical marijuana dispensary operator, since its inception in 2010. Derek was responsible for designing and managing the build-out of their entire cultivation center. Derek will be tasked with managing our cultivation build-out and implementing cultivation processes and quality control measures that have been successfully employed in Maine.

Cultivation Management

The grow facility will be constructed to eliminate light pollution and contaminants. The environment will be clean. The growing spaces will have state of the art climate control to maintain 70-75 degrees F, 45%-65% relative humidity and 1,000-1,500 ppm CO₂. The growing spaces will have white plastic walls and sealed concrete floors. All growing surfaces, containers, floors, and cultivation tools will be properly sanitized for the prevention of molds and diseases. All airflow into the growing spaces will be filtered to remove rogue pollen, insects and airborne contaminants.

All plants will be organically grown, meeting federal FDA guidelines for organic crops. As with any crop, the need to control fungi and insects populations may be needed. Cultural controls are the first step to successful organic farming. These processes include prevention, proper ventilation, leaf removal, low humidity, cleanliness and plant removal. Creating the proper environment by maintaining humidity and temperature is fundamental to inhibit fungal and insect growth and cultivate crops organically.

We will use Integrated Pest Management (IPM), an effective and environmentally sensitive approach to pest management. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available organic pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard. Organic, biological controls such as lady bugs and predatory mites may be used to control any unwanted insect population, as well as several bacterial species such as *Bacillus thuringiensis*. Several species of bacteria, such as *Bacillus subtilis* and *Trichoderma*, are also very effective in the eradication of fungal infections. Removal of infected plants is preferred to the use of pesticides. Any plant material found with an infection or affliction will be quarantined to the quarantine room. The plant will remain in the quarantine room until cured or destroyed.

Cultivation Process

- Each strain will start from high quality seeds of a certified strain (with documented medicinal qualities) obtained from a known seed bank.
- The seedlings will mature into mother plants to ultimately supply the flowering rooms. Cuttings will be taken to reproduce the exact genetic make-up of the original plant, commonly known as clones. This process will be repeated with new material when necessary to keep fresh and vigorous genetic strains for the highest quality pharmaceutical-grade marijuana.

- Mothers of each strain will be maintained by 600 watt metal-halide lights with 18-hour photo period and watered by hand.

- Clones will be rooted in organic media and then potted in 12 inch pots with organic soil. After two weeks of vegetative growth, the clones will then be transferred into the flowering rooms. The flowering rooms will be maintained by 600 watt high-pressure sodium lights with a 12 hour photo period.

- The potting media will be a commercially available peat or coco coir based substrate. Organic compost and organic amendments, such as kelp meal, bone meal and feather meal, will be added to further enrich the base substrate. Then the newly amended potting media will be inoculated with beneficial bacteria and fungi and allowed to "weather" for 2-4 weeks. This "weathering" step allows the beneficial microbes to break down the amendments to a plant usable form. This "building of the soil" nearly eliminates the need for bottled fertilizers since the nutrients are stored in the media and will continually be broken down during the life of the crop. This also over-populates the media with beneficial microbes that will out compete pathogenic bacteria and fungi.

- The flowering plants will only need to be watered with organically based calcium and magnesium enriched water or actively aerated compost teas. Organic compost teas are made with water, compost and the same amendments that enriched the potting media. The tea is then brewed with an aeration pump for 24-72 hours. This aerobic brewing allows the beneficial microbes in the compost to break down the ingredients in the tea and make them available as plant nutrients.

- Plants will be allowed to flower for 8 to 10 weeks. During the final two-weeks of growth, the growing medium will be flushed with reverse osmosis water. The plants will receive no water for the final 2 to 3 days of growth and the large fan leaves will be removed, which will aid in faster drying. After a 24 hour dark period, the plants will be harvested.

- Harvest decisions will be determined after careful microscopic inspection of each plant block. Entire stalks of the plants will be harvested when the pistils turn brown and resinous trichomes are milky white to amber. They will be stripped of leaves and manicured by hand using gloves, scissors and manicuring shears. They will then be hung on metal racks to dry in the drying vault. The drying vault will be dark, 65-70 degrees F and 45-55% humidity.

- After appropriate drying, the flowers will be trimmed and cured in large, airtight, stainless steel containers. The containers will be stored in the dark for up to two weeks until fully cured. They will be inspected daily for moisture content and mold growth.]

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.

[ATG's steps to ensure high quality, dose-consistent, contaminant-free medical marijuana are built upon the cultivation and MIP's production practices contained in application responses 7.3 and 7.6, respectively, which expressly prohibit the use of plant-growth regulators, non-organic pesticides and heavy-metal additives.

The steps start with strict sanitary protocols and personal hygiene requirements for all cultivation center staff -- as outlined in our personnel manual -- and will include, but not be not limited to, the following: depositing of non-essential personal belongings in sequestered locker rooms upon first entering the main facility; coverall and head covering for all employees/authorized visitors; and, before entering the cultivation area, mandated use of secondary locker/changing rooms for air-showering and further change into fresh clothing, a coverall, and a hair-net.

We will internally test each produced batch of cured flower, concentrate, and infused product in a laboratory located in a sanitary, limited access area of our cultivation facility.

All medical marijuana products will be tested at Massachusetts-based ProVerde Laboratories. Testing will be conducted under Good Laboratory Practices (GLP) guidelines and ISO 17025 certification, consistent with 105 CMR 725.105.

Product testing objectives include both qualifying and quantifying the potential medicinal benefits. This would include evaluating the profiles for both cannabinoids and terpenoids, both of which have been anecdotally reported to have patient treatment outcome value. Cannabinoid profiles will include identification and quantification of the predominant compounds present in a sample, and may include THC, CBD, CBN, CBG, CBC, and the acid forms of each of these (THCA, CBDA, CBNA, CBGA, and CBCA). Terpenoid profile should include the most abundant terpenes present and may include myrcene, limonene, linalool, alpha-pinene and trans-caryophyllene in addition to others. ProVerde Laboratories will focus on the application of Convergence Chromatography to these evaluations using the UltraPerformance Convergence Chromatography instrumentation.

In addition, all cannabis products will be tested for the presence of pesticides and microorganisms, including bacteria and mold which may present a health risk to patients, many of which may be immune compromised with increased sensitivity to these toxic components. Additional testing is available for mycotoxins, a secondary toxic byproduct of mold. Molds such as Aspergillus, Pennicillium and Cladosporium can be found in almost all marijuana plant material, but testing should insure that levels of mold and mycotoxins are within acceptable levels under general guidelines for herbal products. Real time PCR (qPCR) will be used to identify and quantify the microorganisms present, while additional chromatographic techniques, in combination with monoclonal antibody-based ImmunoAffinity assays, can be used to detect the presence and levels of mycotoxins in a sample. Similar chromatographic methodologies will be used for the identification of plant growth regulators in medical marijuana products.

Samples will be tested for the presence of heavy metals using X-ray fluorescence. For samples of flower, residual moisture will be measured; for cannabis extracts, residual solvents will be measured.

Any marijuana plant material or product, along with its associated batch in which contaminants are found to be present, shall be disposed of in a manner consistent with the procedures found in our Section 7.5 response.

We will strictly adhere to all testing frequencies as determined by the DPH.

Testing results will be retained for no less than 1 year.]

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 excess, damaged, and waste plants or products shall be physically disposed of in a uniform manner by grinding such products with an equal amount of non-marijuana material (at least 50% by weight), consisting of either paper, plastic or cardboard, before the resulting matter is removed to a permitted solid waste management facility.

Marijuana waste disposal units shall consist of a gas-powered chipper/shredder mounted to a wheeled pedestal which shall accommodate a fifty-five gallon refuse container placed beneath the discharge outlet of the shredder.

To minimize contamination of any quality, usable marijuana product stored within our facility, these disposal units will be stored outside of the licensed facility but inside a locked, secure, and limited-access enclosure located within the overall security perimeter.

Refuse containers that are used only for short-term storage of waste marijuana material before grinding shall be marked either as "Waste Plant Material" or "Waste Marijuana Products."

Grinding of the waste material shall be conducted only once per day. Material designated as excess, damaged, or waste by a supervising ATG staff member shall be weighed and labeled with its weight in grams. An ATG staff member shall then retrieve an equal amount, by weight, of waste paper, plastic, or cardboard and correspondingly label that material's weight, before proceeding to the grinding process.

No fewer than two separately reporting ATG staff members, including one security staff member, shall take the marijuana and non-marijuana product to the waste disposal unit storage area. The equal amounts of marijuana and non-marijuana waste material shall then be processed through the waste disposal unit.

The resulting matter shall be removed to an all-metal, locked refuse bin place outside of the licensed facility but inside of a limited access area within the secured perimeter of said facility.

At no time will any of the damaged or waste marijuana products be removed to an area of the facility that is not visible via our video-based surveillance system. The entire process of disposal itself will be video-recorded, with a time-stamped record of its start and finish, for auditing purposes.

This material shall then be removed to a solid waste management facility that holds a valid permit issued by the DEP or appropriate state agency.

To ensure that there is no diversion of this material, any marijuana plant matter which is generated and disposed of in this manner by ATG's licensed facilities shall be accounted for in a manner compliant with the practices outlined in 7.7 of this application.

Our licensed facilities shall also accept at no charge any unused, excess, or contaminated marijuana from a registered qualifying patient or caregiver and dispose of this material in a manner identical as described above. Written records including the name of the supplying registered qualifying patient or caregiver shall also be maintained. Returned product will be tracked using its corresponding unique inventory code, as found on the original packaging and in the accompanying patient purchase record, also described in 7.7 of this application.

In an effort to reduce the amount of net solid refuse we generate, all paper, plastic or cardboard waste from the facilities will be retained internally for use in this disposal process.]

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.

[Recognizing the harmful side effects of smoking, we will encourage our patients to vaporize or use MIPs. We will offer a range of products that will enable patients to ingest or topically apply their medicine.

Product Offerings

All product will be produced using variety of strains, and will be sold in the following forms:

- Tinctures (glycerine based)
- Butter
- Olive oil
- Baked goods (brownie, cookie, granola bar, chocolates)

Methods of Production

All edible MIPs will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

Tincture, butter and olive oil will be produced using heat extraction. Finish marijuana trim will be combined with the appropriate raw material in an enclosed heating vessel. The ingredients will be heated to approximately 300 degrees fahrenheit for a duration of twelve hours. Upon completion, the ingredients will be strained to remove plant matter. The remaining product is marijuana infused and can taken orally, or combined with food to ingest. Baked goods will made incorporating the marijuana infused butter. Recipes will be carefully documented and followed to ensure that each product is consistent in quality, nature and dose. All products will be tested in our laboratory and labeled as described below.

We will adhere to sanitary practices, including but not limited to:

- Maintaining adequate personal cleanliness
- Providing adequate hand-washing facilities and ensuring staff of washing hands regularly and thoroughly
- Providing sufficient space and for placement of equipment and storage of materials as necessary
- Properly removing litter and waste
- Ensuring construction of floors, walls and ceilings is conducive to cleanliness
- Providing adequate safety lighting
- Cleaning and sanitizing all contact surfaces and utensils using a sanitizing agent registered by the U.S. Environmental Protection Agency (EPA), in accordance with labeled instructions
- Providing adequate plumbing and water supply to maintain cleanliness
- Providing adequate, readily accessible toilet facilities for employees that are maintained in sanitary conditions

Labeling

We will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each MIP that it prepares for dispensing, containing the following information:

- The registered qualifying patient's name
- The name and registration number of the RMD that, together with the RMD's telephone number and mailing address, and website information, if any
- The name of the product
- The quantity of usable marijuana contained within the product as measured in ounces;
- A list of ingredients, including the cannabinoid profile of the marijuana contained within the product, including the THC level
- The date of product creation and the recommended "use by" or expiration date;

- A batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing
- Directions for use of the product if relevant
- A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2)
- A warning if nuts or other known allergens are contained in the product
- This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN."

Storing

All finished products will be individually packaged, inventoried securely stored in a commercial-grade refrigerator. Access to finished MIPs will be tightly controlled to authorize personnel. Refrigeration will protect MIPs against physical, chemical, and microbial contamination as well as against deterioration of them or their container.

Disposing

In the event that a MIP is deemed to be unsuitable for dispensing, we will follow our disposal plan as described in Question 7.5. The products chain of custody will be tightly controlled and the product will not leave the dispensary until it is rendered unusable.

Dispensing

All MIPS will be packaged in plain, opaque, tamper-proof, and child-proof containers without depictions of the product, cartoons, or images other than the RMD's logo. Our MIPs will not bear a reasonable resemblance to any product available for consumption as a commercially available candy. MIPs will only be dispensed by members of our patient provisioning staff.

Tracking

We will be using MJ Freeway's MixTracker software to track multiple facets of MIP production and processing. MixTracker includes features for tracking conversions from trim or flower to concentrate (e.g. tincture), and conversions from concentrates into finished infused products. All conversions processed create a permanent historical record, detailing product consumed and product created. The software will maintain a historical database of all MIP related activities, and reports may be run on such historical data. We will be using real-time inventory to track all finished MIPs. We will establish inventory controls and procedures for inventory reviews including daily, monthly and annual processes.]

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.

[MJ Freeway (MFJ), a HIPAA-compliant, cloud-based software system designed specifically for medical marijuana dispensaries, will serve as the foundation for ATG's inventory management and compliance procedures. MJF integrates point-of-sale (POS) activities, inventory control, cultivation management and patient management modules.

MFJ's GrowTracker and GramTracker modules will allow select ATG staff to track real-time inventory of all plants and products throughout each product's lifecycle. Tracking begins at the cultivation facility. When a new clone is taken from existing stock, or a new seed is germinated, a cultivation staff member will input its descriptive data into the GrowTracker module and the program will assign a unique identifying serial number and barcode. As the resulting plant progresses through its growth stages, its status will be updated from clone, to vegetative, to flowering. The identifier, however, remains constant.

When ready for harvest, the plant's unique identifier will be transposed into a new group known as a "batch." A batch can be defined as single strain harvested from a single cultivation unit on the same day. All plants within this batch will now be identified by a new, unique "batch number." At this point, raw count will no longer be the important metric. Instead, weight in grams will become the tracked value. This marijuana will be weighed repeatedly, on certified scales accurate to 1/100th of a gram, on video camera, nearly a dozen times before its sale to a patient. The first recorded weight will be that of the "wet" weight of all the plants in the batch. Primary trimming will commence and the wet weights of the usable marijuana and resulting waste will be recorded.

Following the drying and curing of the marijuana batch (which takes place in a climate-controlled, structurally reinforced area), a secondary trim of the product will commence.

This product will then be weighed separately as dried marijuana and waste. These weights will again be recorded both manually and input into MJF. MJF will then generate a label for each package of marijuana, which lists the batch ID number, gross weight, and net weight.

These labeled packages will be transferred under supervision to the cultivation facility's secure storage room. This room, approximately 500 square feet, is located inside the secure cultivation facility. A vault-style, solid steel door, accessible only by code, will serve as the single point of ingress and egress. Access will be limited to select, properly trained supervisory staff. The weighed value of each package will be recorded both on provision to, and distribution from, the secure storage room.

All infused product manufacturing will be recorded in a similar manner prior to the finished products being entered into the MJF system. Production for these items will take place in the same facility as the cultivation of marijuana. Therefore, all transfers will be internal.

For concentrate production, weights of incoming raw product will be recorded both manually, and in MJF. Finished product weights and waste will be recorded. A batch number will be assigned by MJF, in a manner identical as that for dried flower, i.e., the same strain processed on the same day via the same method will constitute a batch.

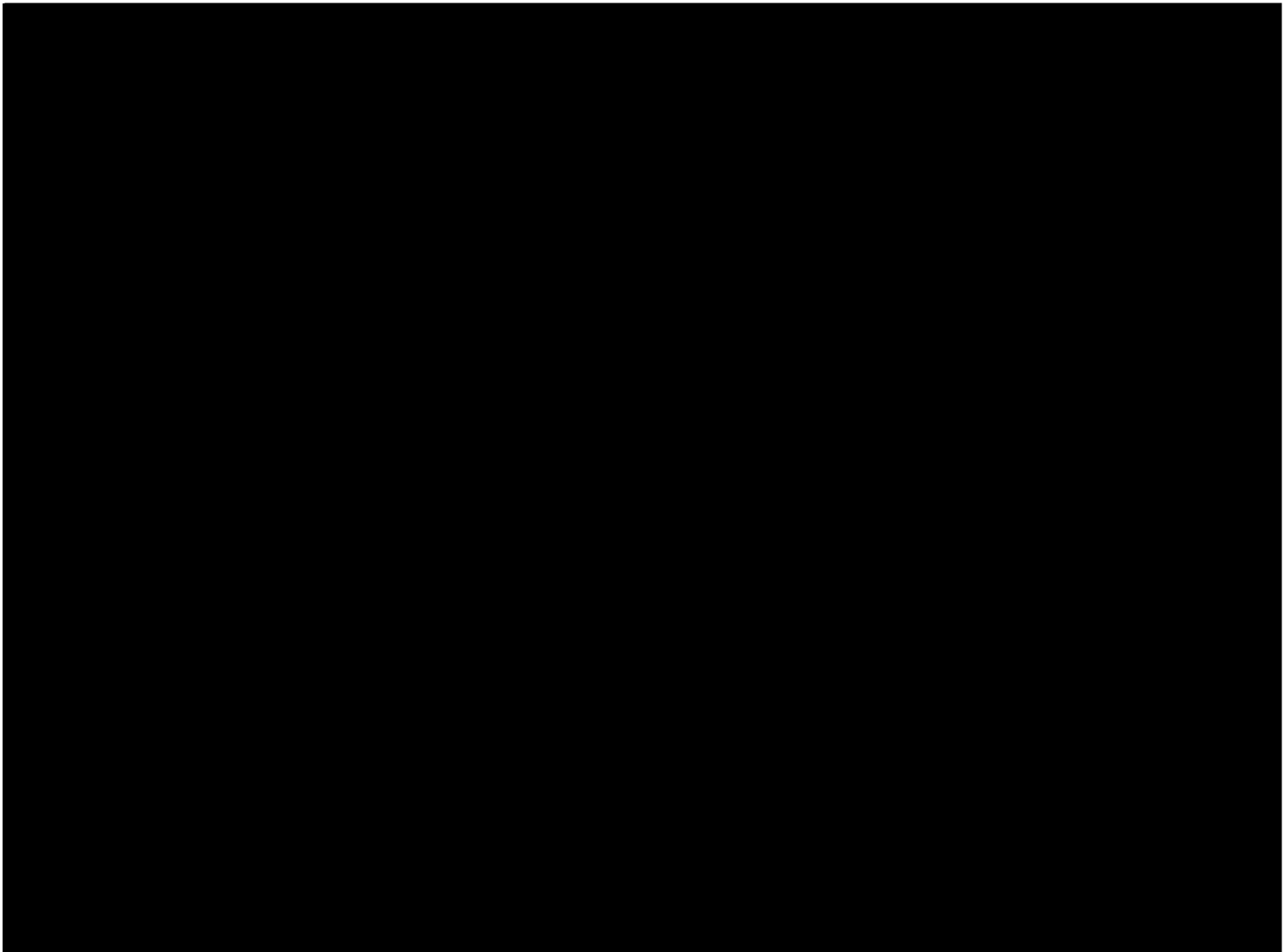
Infused product production tracking is very similar to the concentrate methodology. In this case, however, incoming concentrate weight will be recorded. A batch will be defined as the same product produced from the same batch of concentrate with the same potency and profile. Finished concentrates and infused products will be stored within the same secure storage room as finished dried flower marijuana prior to distribution to the RMD.

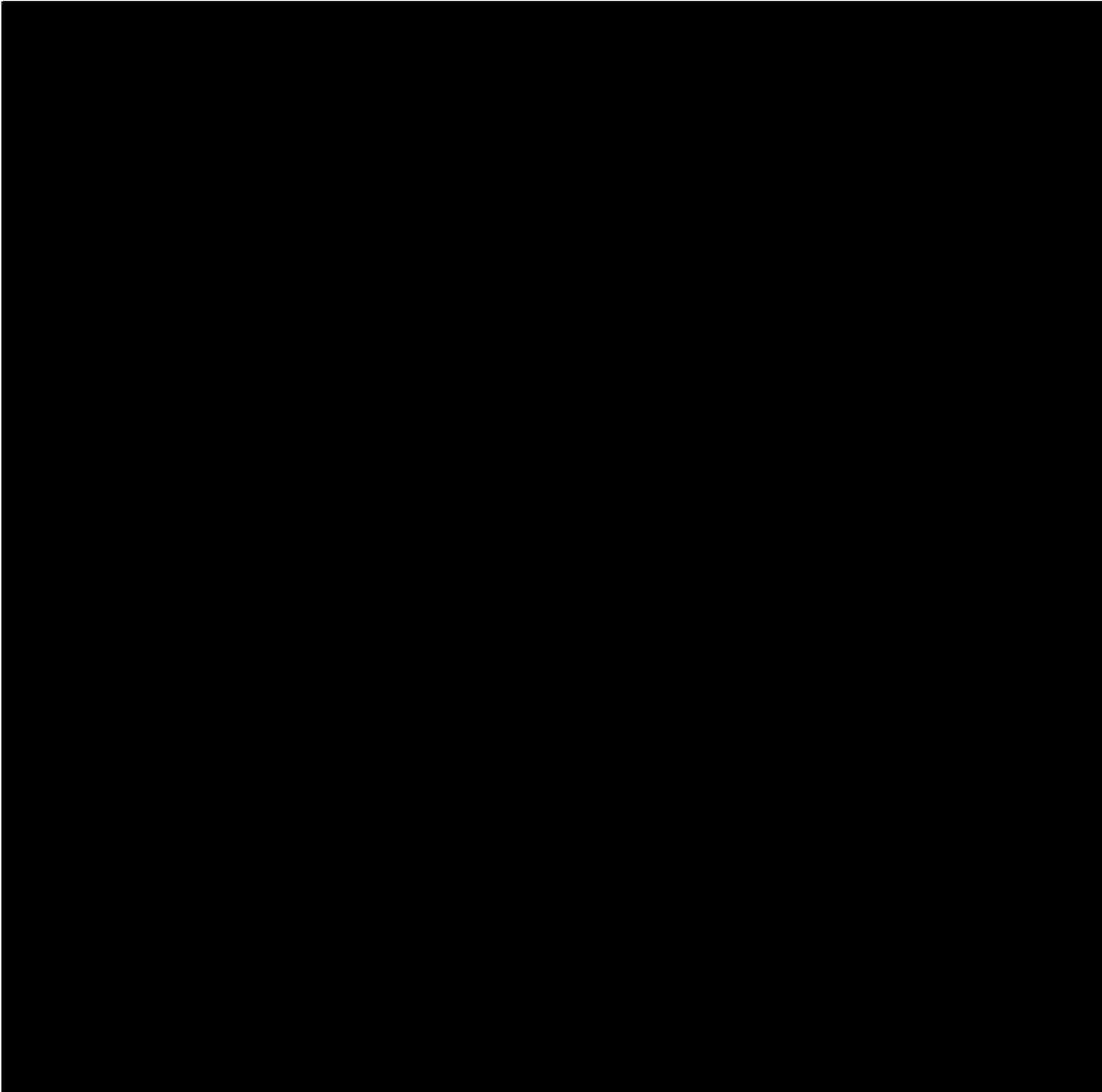
Protocols as described in the response to application item 7.8 will be enforced for the transportation of marijuana and marijuana infused products from the cultivation facility to ATG's registered RMD. The RMD will have an on-premises vault approximately 300 square feet in size. Protocols for accessing the vault, and checking product in or out, will be the same as those for the cultivation facility. Initial receipt of product will be

done in “package” increments as defined by the MJF system. Staff will weigh each individual package individual package and generate a new label, which includes the package’s gross and net weights, as well as a unique package identifying number and full ingredient list. Intake gross weight variances of more than 5% are not permitted for input by the MJF system. If such an event occurs, the General Manager or his supervisor will be required to investigate, document, and address the occurrence.

The RMD team leader shall complete daily initial inventory allocation and nightly inventory reconciliation for individual provisioning staff members. All sales of marijuana products shall occur within MJF’s retail module, and in strict compliance with the DPH regulations. Verification of patient registration status shall take place at the secure patient intake area via the Department’s database portal, and then again at a patient provisioning station. Warnings of system expired registration cards and approaching purchase limits are also displayed within the MJF system.]

- 7.8 Describe how the applicant will transport marijuana, whether between the cultivation and dispensing site or between the dispensing site and a patient’s home, including provisions for preventing diversion and tracking inventory during transport. Include a description of the RMD’s proposed home delivery protocol, including an identification check of the registered patient or registered personal caregiver and record keeping. Note that a copy of the transportation program policies and procedures will be reviewed as a component of the provisional inspection process.





7.9 Define the applicant's service area and provide an analysis of the projected patient population and projected need in the service area of the proposed RMD, including the applicant's strategy for delivering culturally competent and linguistically appropriate services.

[Using data from medical marijuana dispensaries in other states with regulations specifying similar qualifying conditions, physician oversight, and patient registration processes, ATG conservatively projects the number of registered patients who can access our products & services during the first 36 months of operation.

Thereafter, the patient population should grow at a modest rate, without allowing for significant changes in DPH regulations.

Our analysis is based, in part, on the following general assumptions:

- Patient outreach & education efforts, will focus on safe & appropriate usage, not driving demand.
- Restrictions on RMD advertising contained in 725.105 (L) will dictate a primary focus on “word of mouth” marketing, which invariably makes for slower (though often more genuine) awareness of an organization's products, services, values, and strengths.
- The likely number of certifying physicians in the near term remains unclear. However, other states, such as Colorado and Arizona, have reported usage rates of approximately 2 to 3% of the total population.

Our proposed RMD location at 50 Grove St. in Salem - and delivery service to registered qualifying patients unable to physically access our facility - is projected to attract approximately 3700 patients over the first three years, which is roughly the equivalent of 1% of our targeted geographic population, detailed below. We base these estimates on 2010 U.S. Census figures, and our understanding of the demographics and typical driving patterns associated with adjacent and nearby municipalities. Furthermore, ATG’s proposed RMD location is within a mile of a public bus stop. We presume that the DPH will issue more than 1 RMD license for Essex County, but likely not the legally allowed five, during the next two years. Importantly, we believe that all licensed RMDs will prove to be roughly equal in product and service quality, and should operationalize approximately the same time. Correspondingly, we recognize that our share of the total number of registered patients will be mostly determined by geographic proximity.

Location/Area	Total Population	Share	Projected Pool	1.0% forecast	1.5%	2.0%	2.5%
Essex East	126,611	60%	75,967	760	1,139	1,519	1,899
Essex West	266,436	5%	13,322	133	200	266	333
Essex North	85,399	25%	21,350	213	320	427	534
Essex South	267,871	98%	262,514	2,625	3,938	5,250	6,563
Middlesex North	488,445	0%	0	0	0	0	0
Middlesex East	607,397	5%	30,370	304	456	607	759
Total			373,152	3,732	6,053	7,463	9,329

We expect the actual patient population count to scale moderately with average monthly penetration rates ranging between 0.9% to 3.6% over the first 3 years of operation; resulting in approximately 40% of ATG’s year 3 total patient count (3700) being captured in year 1, another 40% in year 2, and the remaining 20% in year 3.

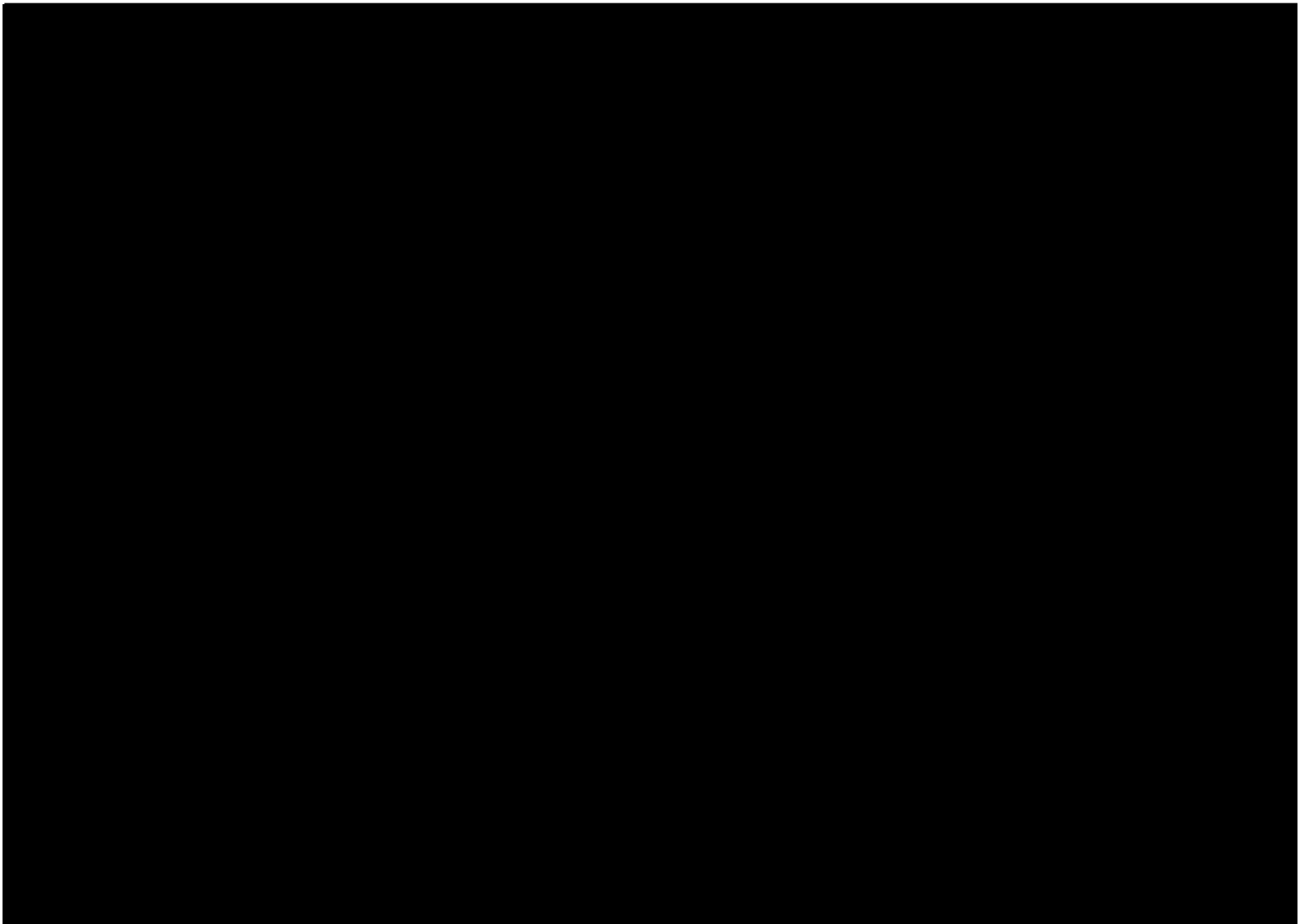
We should note that 10.3% of Essex County residents live at or below the Federal Poverty Level, underscoring the need for an effective financial hardship program, such as the one we’ve described in our Section 7.12 response.

Cultural Competence and Linguistic Appropriateness

Our strategy for delivering culturally competent and linguistically appropriate services is rooted in the 2013 National CLAS Standards, which offers a comprehensive and expanded definition of culture & health. We aim to provide the best care through staff training, language access services for those with LEP, and translation of all educational materials & RMD signage. Staff training & subsequent supervision will emphasize the role of culture & health beliefs in perceptions & expressions of pain & wellness.

All materials will be translated into Mandarin Chinese, Spanish, Portuguese, Braille, & English. Interpreter services will be provided through Qwest Language Link. These services will be available during all hours of operation. Deaf & hard of hearing interpretation will be available through a contracted vendor.]

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.

[ATG is committed to the best use of secure technology to support our business operations and provide the DPH with visibility into areas of regulatory compliance.

Central to our plans is leveraging our experience with MJ Freeway (MJF), a HIPAA-compliant, cloud-based software system designed specifically for medical marijuana dispensaries. It will serve as the foundation

of ATG's patient record management. MJF integrates point-of-sale (POS), inventory control, cultivation process management, and bookkeeping records into an efficient multi-user, access based system.

As described in our response to Section 7.12, we will utilize the Department's system upon a patient's initial visit to verify their registration status, as demonstrated by their State issued registration card and unique registration number. Using this number, we will create a unique patient record within MJF, allowing us to comprehensively track all purchases, changes of registration status, usage limits, and any other patient-related compliance activities.

We plan to utilize other similar tools to leverage efficient compliance. We will address incident reporting and corrective action management through Convercent, a cloud-based system that provides an integrated tools suite to track incident cases and manage employee training and education, in alignment with our stated organizational values.

We also will use tablet devices to assist in patient education, especially during their initial orientation process.

All ATG computers will run the latest Windows operating system (Windows 8), along with definition-based anti-virus and anti-spyware software from Symantec. ATG's computers will access the internet via a secure LAN, equipped with an enterprise level firewall from Checkpoint. Remote connections to the ATG network will be available only over a triple data encryption VPN. As described above, patient data will not be stored on any local ATG computers in order to minimize exposure for data loss and to ensure HIPAA compliance.]

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.

[ATG understands that access to medical marijuana is a challenge for registered qualifying patients who have verified financial hardship. We also recognize that it is generally preferable for patients to access medical marijuana from an RMD using a controlled seed-to-sale system and rigorous QC protocols, such as ATG, rather than obtaining "home grown" supplies from a registered caregiver.

ATG is therefore committed to addressing the issue of hardship-related access through policies and procedures that allow for sliding scale discounts based on verified financial hardship.

Whenever possible, ATG will rely on means tests performed by government programs that rigorously and frequently assess financial hardship. Using 300% of federal poverty level guidelines (FPL) as our base, we will proactively determine that those registered qualifying patients currently receiving these benefits can access medical marijuana on a discounted, sliding fee basis.

We will rely on the website MassResources.org, an up-to-date resource that specifically describes eligibility for the most commonly accessed programs for Massachusetts residents in need. In general, anyone who can show enrollment in the programs listed below will meet the 300% FPL, and therefore will be eligible for our sliding fee scale.

These programs include but are not limited to the following:

- MassHealth
- Fuel Assistance (LIHEAP)
- SNAP Food Stamps
- Transitional Aid to Families with Dependent Children (TAFDC)
- Supplemental Security Income (SSI)

There are some exceptions to using acceptance into government benefits as a proxy to verify income, as some residents may be categorically ineligible for most government programs. For example, in rare cases undocumented immigrants will be assessed separately using recent pay stubs. We also understand that Veterans are precluded from obtaining a patient license for medical marijuana within their bona fide doctor/patient relationship as part of the Veterans Administration network, and this may affect access. ATG will devise a special policy to address this.

The sliding scale is as follows:

- 100% FPL -- 100% discount off of all products
- 150% FPL -- 75% discount off of all products
- 200% FPL -- 60% discount off of all products
- 250% FPL -- 40% discount off of all products
- 300% FPL -- 20% discount off of all products

Information regarding a registered qualifying patient's participation in our financial hardship support program will be entered in our secure patient information database, usually at the time of a patient's initial visit to the RMD and new patient orientation, and subsequently verified and updated if necessary on an ongoing annual basis. Hardship status will be considered confidential information and visible only to appropriate senior leadership team members, and to the provisioning agent at the time of purchase. Conversations with patients about their status and qualifying financial conditions will always be conducted in a private setting.

A copy of these policies and procedures will be available for DPH review as a component of the provisional inspection process.]

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.

[ATG understands and appreciates the importance of ensuring that patients and personal caregivers are provided with comprehensive, accurate and current education related to the methods of marijuana administration and the information about the health effects of marijuana use. At the center of our model of care is a relationship with patients that provides the supportive and efficient delivery of information and counsel they need to follow a beneficial course of palliative treatment as recommended by their physicians.

Under the supervision of Judith Ronshagen, ATG's Director of Patient Service, our team will provide every registered qualified patient and registered caregiver with the knowledge, informative materials, and tools to best achieve their treatment goals. The process will begin with an intake interview and presentation of introductory materials, which will include at a minimum:

- Background and history of medical marijuana in Massachusetts
- ATG's mission and vision
- A clear warning that marijuana has not been analyzed or approved by FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children
- A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, s. 24, and machinery should not be operated
- An interactive discussion about tolerance, potential dependence issues, and symptoms of withdrawal
- Clear information about substance abuse signs and symptom
- Referral information for local substance abuse treatment programs
- Information regarding routes and forms of administration, along with details about the vaporizer products we offer
- A clear statement that registered qualifying patients may not distribute marijuana to any other individual, and that they must return unused, excess, or contaminated product for us to dispose.

Patients will be required to acknowledge receipt of this statement before they are provisioned marijuana. A signed copy will remain in their patient record.

- Strain selection information that describes the possible associated effects of each strain, along with forms to track their experience following administration.
- Information about potency and the need to manage administration to achieve the desired palliative effects with the minimum amount of product
- Information about continuing opportunities to meet with patient support team members to discuss their condition and complete a pain self assessment

All educational materials will be available in languages accessible to all patients we serve, as well for those patients and caregivers who are visually-and hearing-impaired.]

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.

[ATG's marketing and advertising plan will strictly conform to the letter and intention of 725.105(L), as contained in the regulations and reflected in other statements by the Department.

Our marketing program will focus on overall patient education and helping stakeholders and the surrounding community better understand our mission, the role medical marijuana can potentially play in a registered qualifying patient's care regimen, and our safety and anti-diversion efforts.

We will conduct continued outreach to local hospices, the Massachusetts Patient Advocacy Alliance, Cornerstone Wellness, the local AIDS Action Committee office, MDA, the Essex County medical community, and other organizations charged with delivering support to individuals and caregivers seeking alternative palliative relief from chronic or debilitating conditions. When appropriate, we will have a presence at health fairs and other community informational events. We will also conduct individual and small group presentations to physicians and other medical professionals in our area.

Shortly after receiving a provisional registration, we will launch an information-rich website describing the nature of our organization -- with special emphasis on mission, vision, and values -- and planned operations, including the projected start date. Visitors will be greeted by a landing page inviting them to provide an email address to receive updates on our progress and blog posts concerning medical marijuana implementation in the Commonwealth, and to participate in moderated online Q&A forums. We will also prominently feature a page that describes in detail our financial hardship support program and patient home delivery capacity. After we launch, we will continue to maintain an active digital presence via select social media tools, largely to respond quickly to stakeholder questions and concerns. Again, our intention with all advertising and marketing is to establish and secure our position as a trusted, knowledgeable resource with various stakeholder groups, and the community at-large.

Our logo consists of two slightly overlapping, light green elliptical shapes, with the words "Alternative Therapies Group" in upper-case letters located to their right. In no way can the logo's appearance be construed to resemble medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana, as prohibited by 725.105 (L).

Printed materials will generally consist of written information about the palliative value of products we provision only to "registered qualifying patients", a qualifier that will appear on all materials. All language will be reviewed for accuracy by our CMO, Walter Panis, M.D. At no time will printed materials depict marijuana plants or flowers. Strains will be discussed only in relation to reported palliative effects, not perceived aesthetic features that would encourage or imply the use of marijuana for recreational purposes.

External signage on our RMD will be limited to a one non-illuminated sign, measuring 14"x16", containing our registered name and logo against a white background. Our facility's physical profile will mirror that of a medical clinic.

We will rely heavily upon organic SEO to create visible online presence. We expect to receive much "earned media" through news articles in the local and regional press following the announcement of a provisional registration and then again upon opening. Throughout this period of heightened attention, our message will remain uniform and consistent with our mission. All statements and interviews will track directly back to the needs of registered qualifying patients, and the intentions and restrictions contained within MGL 369.

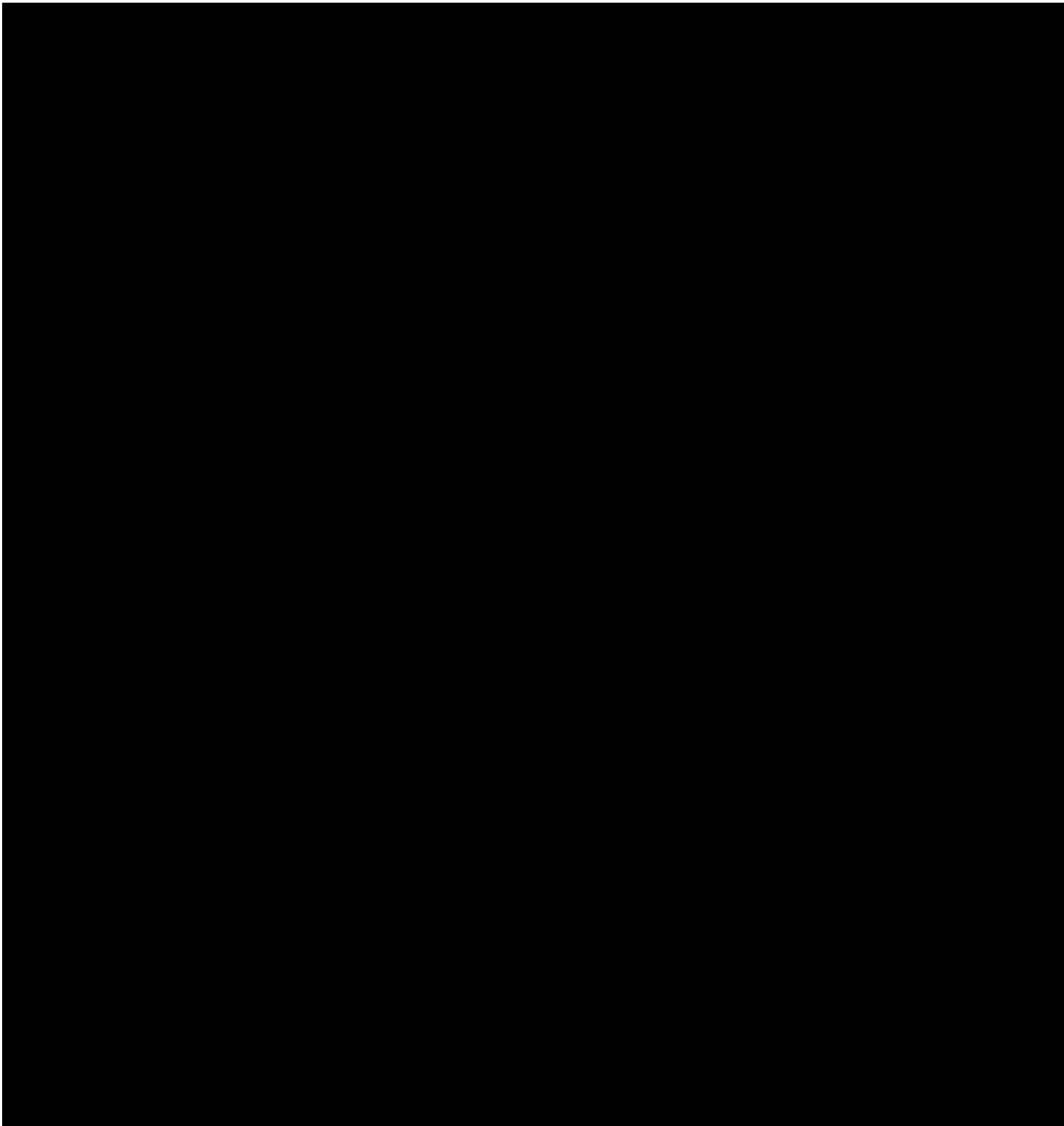
At no time will our advertising list or feature product offerings. We will rely largely upon "word of mouth", and inbound traffic to our website, to create favorable patient awareness.}]

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.

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



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

[ATG's incident management program is designed to identify, analyze, understand, report and reduce opportunities for the recurrence of adverse incidents, including incidents, near-misses, concerns, serious incidents, and unexpected patient care and medical marijuana product-related outcomes.

In all cases, our procedural objectives will be to reveal the immediate and underlying causes of incidents; log the incident into a secure, cloud-based database, accessible to the DPH; properly document the incident; develop remedial actions that address causes in order to prevent recurrence; monitor follow-up by supervising management to ensure that prescribed actions are successfully implemented; to express management concern, internally and externally as needed, about the fact of the incident and its effects, whether actual or potential; and to appropriately report the incident and an accompanying root-cause assessment (RCA) to the DPH and law enforcement officials.

Upon discovery or notification, incidents will be classified by severity and type (as outlined below) to help guide the nature of our response and subsequent reporting, whether they occur at the Cultivation Center, RMD, or with products already provisioned to patients or their caregivers. Following classification, an investigation will be launched to determine how and why staff, equipment, supplies, systems, or other factors failed to behave or function as anticipated. Our investigative activities will not be intended to place blame, but rather to define the facts and circumstances relating to the event.

We will document each incident within the database through an Incident Report (IR), using standardized, searchable forms that permit cross-report analysis and generate required actions and follow-up by management. Documentation and reporting will occur no later than 24 hours of initial discovery.

Severity classifications are as follows:

1. Near Miss Incident -- No impacts, whether to individuals or property; however it could have resulted in harm under slightly different circumstances. A supervisor should be informed and the incident formally logged into the IR database.
2. Minor Incident/Level 1 -- An incident that can typically be dealt with by the person identifying the problem. A supervisor should be informed and the incident formally logged into the IR database, and documented.
3. Serious Incident/Level 2 -- Immediate action should be taken where possible by the person identifying the incident. A supervisor should be immediately informed and will assess the situation. Thereafter, the supervisor will contact the necessary emergency services and officials, per the emergency plan.

4. Severe Incident/Level 3 -- Immediate action should be taken where possible by the person identifying the incident. The supervisor should be immediately informed and should assess the situation. The supervisor will contact the necessary emergency services and necessary officials, per the emergency plan.

We will also categorize incidents by type, which include the below list. Each combination of category type and severity classification would trigger a particular set of responses, level and nature of management review, and mandated internal and external reporting activity.

The list includes, but is not limited to, assaults, physical violence, sexual assault/incidents, threatening behavior, theft, vandalism, loss, unauthorized use of equipment or property owned by the ATG, employee misconduct, bomb threats, incidents involving law enforcement, false fire or security alarm, unlawful activity, arrests, robbery, attempted robbery, threats, forgery, financial crimes, suspicious persons, confrontations, fire, missing property, injuries, media coverage of any incident, hazardous matter leak, explosion, homicide, weapons, intentional sabotage, substance abuse, missing or lost data, trespassing, unethical behavior, sexual harassment, and any other events that may adversely affect ATG or its participation in the Department's medical marijuana program.

ATG will form a Safety and Incident Review Team that includes our ED, Security Director, and CFO, and other relevant operational leadership. The team will formally report to the Board, on a quarterly basis, all incident occurrences and measures taken in response.]

APPLICATION RESPONSE FORM SUBMISSION PAGE

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

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

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

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

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

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

Authorized Signatory (as designated in exhibit B):
 First Name: [Christopher] Last Name: [Edwards]
 Title: [Executive Director]

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



CHECKLIST OF REQUIRED DOCUMENTS FOR SUBMISSION IN PHASE 2

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

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

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

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



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

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

Corporation Name: Alternative Therapies Group, Inc.

Application # (if more than one): _____

	Name	Role within the Corporation
1	Christopher Edwards	Board Clerk/Executive Director
2	Julio Fuentes	Chief Financial Officer
3		
4		
5		



ORGANIZATIONAL CHART
(Exhibit 1.3)

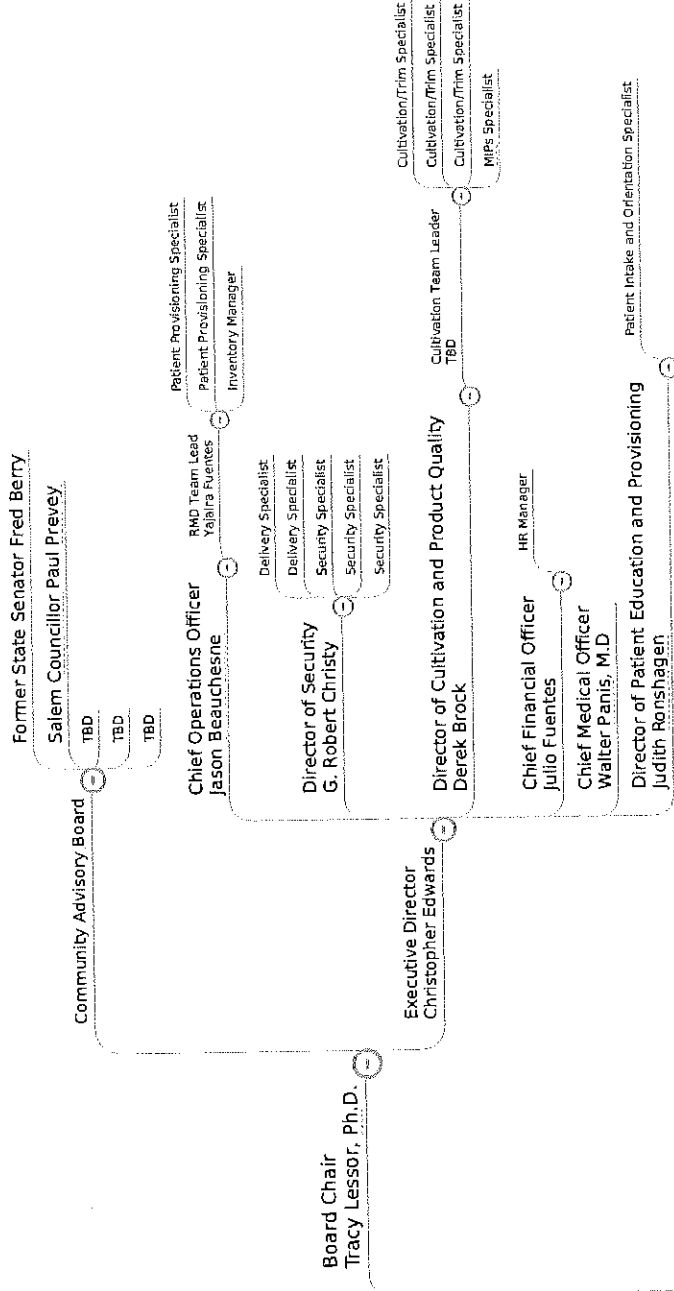
This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: Alternative Therapies Group, Inc.

Application # (if more than one): _____

Attach organizational chart.

ATG Organizational Chart



BOARD OF DIRECTORS
(Exhibit 1.4)

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

Corporation Name: Alternative Therapies Group, Inc. Application # (if more than one): _____

Board Role	Name	Date of Birth	Business Email	Business Address
1 President/Chair	Tracy Lessor, PhD, MBA	██████████	tracy.lessor@fkhealth.com	Feinstein Kean Healthcare An Ogilvy Company 636 11th Avenue, New York, NY 10036
2 Vice President/ Vice-Chair	Scott Reed	██████████	scott@maineorganictherapy.org	Maine Organic Therapy 9 Carriage Rd Ellsworth, ME 04605
3 Secretary	Sherie Schuettner	██████████	Lynnfield.HCC@sunriseseniorliving.com	Sunrise Senior Living 55 Salem Street Lynnfield, MA 01940
4 Treasurer	Kevin Lombardi	██████████	Klombardi@gmvna.org	GMVNA 278 Mystic Ave Medford, MA 01255
5 Director	Eric J. Ruby, M.D.	██████████	docruby22@yahoo.com	Eric J. Ruby, M.D. 35 Summer Street Taunton, MA 02780
6 Director	Edward Jenkins	██████████	ed.jenkinslaw@gmail.com	Ed Jenkins 17 Peaslee Crossing Rd Newton, NH 03858
7 Clerk	Christopher Edwards	██████████	chris@blackfinmedia.com	Blackfin Media, Inc 44 Merrimac Street Newburyport, MA 01950

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: Alternative Therapies Group, 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	N/A	N/A	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: N/A President/Chair: N/A Treasurer: N/A Clerk/Secretary: N/A	N/A	N/A
2	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		
3 Add more rows as needed.....	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:		



ORIGINAL

CORPORATE BYLAWS
(Exhibit 1.6)

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

Corporation Name: _____ Alternative Therapies Group, Inc.____

Application # (if more than one): _____

Attach bylaws.

BY-LAWS
of
ALTERNATIVE THERAPIES GROUP, INC.

ARTICLE I
Members

Section 1. Membership. The corporation shall not have any members. Any action or vote required or permitted by law to be taken by members shall be taken by action or vote of the same percentage of the Directors of the corporation.

ARTICLE II
Directors

Section 1. Powers. The Board of Directors shall have the entire charge, control and management of the corporation and its property and may exercise all or any of its powers.

Section 2. Number and Election. Except as otherwise provided by these By-Laws or in the Articles of Organization, the number of Directors that shall constitute the whole Board of Directors shall be fixed, and the Directors elected, by the Directors at the annual meeting.

Section 3. Vacancies. Any vacancy at any time, existing in the Board of Directors, may be filled by the Board of Directors at any meeting.

Section 4. Enlargement of the Board of Directors. The number of the Board of Directors may be increased and one or more additional Directors may be elected at any meeting of the Directors.

Section 5. Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, Directors shall hold office until the next annual meeting of Directors and thereafter until their successors are chosen and qualified.

Section 6. Resignation. Any Director may resign by delivering his 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 other time or upon the happening of some other event.

Section 7. Removal. A Director may be removed from office with or without cause by vote of a majority of the Directors then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the Board of Directors.

Section 8. Annual Meeting. The date, place and time of the annual meeting of the Directors shall be fixed by the Directors. In the event that no date for the annual meeting is established or if

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no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting.

Section 9. Regular Meetings. Regular meetings of the Directors may be held at such times and places as shall from time to time be fixed by resolution of the Board and no notice need be given of regular meetings held at times and places so fixed, provided, however, that any resolution relating to the holding of regular meetings shall remain in force only until the next annual meeting of Directors, or the special meeting held in lieu thereof, and that if at any meeting of Directors, at which a resolution is adopted fixing the times or place or places for any regular meetings, any Director is absent, no meeting shall be held pursuant to such resolution until either each such absent Director has in writing or by electronic mail approved the resolution or seven days have elapsed after a copy of the resolution certified by the Clerk has been mailed, postage prepaid, addressed to each such absent Director at his last known home or business address.

Section 10. Special Meetings. Special meetings of the Directors may be called by the President, by the Clerk, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director, and shall be held at the place designated in the notice or call thereof.

Section 11. Notices. Notices of any special meeting of the Directors shall be given to each Director by the Clerk or Secretary (a) by mailing to him, postage prepaid, and addressed to him at his address as registered on the books of the corporation, or if not so registered at his last known home or business address, a written notice of such meeting at least four days before the meeting or (b) by delivering such notice by hand, facsimile transmission, or electronic mail to him at least 48 hours before the meeting at such address, notice of such meeting or (c) by giving notice to such Director in person or by telephone at least 48 hours in advance of the meeting. Such notice, if the meeting is called otherwise than by the Clerk or Secretary, may be a copy of the call of the meeting; and if the meeting is not so otherwise called, such notice given by the Clerk or Secretary shall constitute a call of the meeting by him. If the Clerk or Secretary refuses or neglects for more than twenty-four hours after receipt of a call to give notice of such special meeting, or if the offices of Clerk and Secretary are vacant or the Clerk and Secretary are absent from the Commonwealth of Massachusetts or incapacitated, such notice may be given by the officer or one of the Directors calling the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting.

Section 12. Quorum. At any meeting of the Directors a majority of the Directors then in office shall constitute a quorum for the transaction of business; provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

Section 13. Action at Meeting. At any meeting of the Directors at which a quorum is present, the action of the Directors on any matter brought before the meeting shall be decided by vote of a majority of those present, unless a different vote is required by law, the Articles of Organization, or these By-Laws.

Section 14. Action by Written Consent. Any action by the Directors may be taken without a meeting if a written consent thereto is signed by all the Directors and filed with the records of the Directors' meetings. Such consent shall be treated as a vote of the Directors for all purposes.

Section 15. Committees. The Directors may, by vote of a majority of the number of Directors then in office, elect from their number an executive or other committees and may, by like vote, delegate thereto some or all of their powers except those which by law, the Articles of Organization or these By-Laws they are prohibited from delegating. Except as the Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these By-Laws for the Directors. The Directors shall have the power to fill vacancies in, change the membership of, or to disband, any such committee.

Section 16. Telephone Conference Meetings. The Directors or the members of any committee may participate in a meeting of the Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

ARTICLE III Officers

Section 1. Enumeration. The officers of the corporation shall be a President, a Treasurer, a Clerk, and such Vice Presidents, Assistant Treasurers, Assistant Clerks, Secretary, Assistant Secretaries and other officers as may from time to time be determined by the Directors. The Board of Directors may appoint one of its Directors to the office of Chairman of the Board and from time to time define the powers and duties of that office.

Section 2. Election and Vacancies. The President, Treasurer and Clerk shall be elected annually by the Directors at their annual meeting or the special meeting held in lieu thereof. Other officers may be chosen by the Directors at such meeting or at any other meeting. Any vacancy at any time existing in any office may be filled by the Directors at any meeting and such successor in office shall hold office for the unexpired term of his predecessor.

Section 3. Qualification. The President may, but need not be, a Director. Any two or more offices may be held by the same person. The Clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any officer may

be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

Section 4. Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, the President, Treasurer and Clerk shall each hold office until the next annual meeting of Directors, or the special meeting held in lieu thereof, and thereafter until his successor is chosen and qualified. Other officers shall hold office until the next annual meeting of Directors, or the special meeting held in lieu thereof, unless a shorter term is specified in the vote choosing or appointing them.

Section 5. Resignation. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Clerk, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6. Removal. The Directors may remove any officer appointed by the Directors with or without cause by a vote of a majority of the entire number of Directors then in office; provided, that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors prior to action thereon.

Section 7. President. The President when present shall preside at all meetings of the Directors. He shall be the chief executive officer of the corporation except as the Board of Directors may otherwise provide. It shall be his duty and he shall have the power to see that all orders and resolutions of the Directors are carried into effect. He shall from time to time report to the Directors all matters within his knowledge which the interests of the corporation may require to be brought to its notice. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 8. Vice Presidents. In the absence or disability of the President, his powers and duties shall be performed by the Vice President, if only one, or, if more than one, by the one designated for the purpose by the Directors. Each Vice President shall have such other powers and perform such other duties as the Directors shall from time to time designate. The Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President and any other title selected by the Directors.

Section 9. Treasurer. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of accounts. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Directors may otherwise provide. He shall promptly render to the President and to the Directors such statements of his transactions and accounts as the President and Directors respectively may from time to time require. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 10. Assistant Treasurers. In the absence or disability of the Treasurer, his powers and duties shall be performed by the Assistant Treasurer, if only one, or, if more than one, by the one designated for the purpose by the Directors. Each Assistant Treasurer shall have such other powers and perform such other duties as the Directors shall from time to time designate.

Section 11. Clerk. The Clerk shall record in books kept for the purpose all votes and proceedings of the Directors at their meetings. The Clerk shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 12. Assistant Clerks. In the absence of the Clerk from any meeting of the Directors or, the Assistant Clerk, if one be elected, or, if there be more than one designated for the purpose by the Directors, otherwise a Temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk. Each Assistant Clerk shall have such other powers and perform such other duties as the Directors may from time to time designate.

Section 13. Secretary and Assistant Secretaries. The Secretary and each Assistant Secretary, if elected, shall have such powers and perform such duties as the Directors may from time to time designate.

ARTICLE IV
Inspection of Records

Books, accounts, documents and records of the corporation shall be open to inspection by any Director at all times during the usual hours of business. The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the incorporators and Directors, and records which shall contain the names of all Directors and their record addresses, shall be kept in Massachusetts at the principal office of the corporation, or at an office of the Clerk or the resident agent, if any, of the corporation. Said copies and records need not all be kept in the same office.

ARTICLE V
Checks, Notes, Drafts and Other Instruments

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the corporation may be signed by any officer or officers or person or persons authorized by the Directors to sign the same. No officer or person shall sign any such instrument as aforesaid unless authorized by the Directors to do so.

ARTICLE VI
Seal

The seal of the corporation shall be circular in form, bearing its name, the word "Massachusetts," and the year of its incorporation. The Treasurer shall have custody of the seal and

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may affix it (as may any other officer if authorized by the Directors) to any instrument requiring the corporate seal.

ARTICLE VII
Fiscal Year

The fiscal year of the corporation shall be the year ending with December in each year.

ARTICLE VIII
Interested Directors and Officers

The Directors shall have the power to fix their compensation from time to time. No contract or transaction between the corporation and one or more of its Directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or have a financial or other interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, nor shall any Director or officer be under any liability to the corporation on account of any such contract or transaction if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee authorized the contract or transaction by the affirmative votes of a majority of the Directors; or

(2) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the Board of Directors or a committee thereof.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction, and their votes may be counted for the purpose of a vote by the Directors approving such contract or transaction.

ARTICLE IX
Indemnification

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director, officer, employee or other agent of the corporation, or at its request as a Director, officer, employee or other agent of any organization, or at its request in any capacity with respect to any employee benefit plan, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or

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other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Director or officer (or in any capacity with respect to any employee benefit plan), except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan); provided, however, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise and indemnification therefor shall be approved:

(i) by a majority vote of a quorum consisting of disinterested Directors;

(ii) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting of all the disinterested Directors;

(iii) if there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by special independent legal counsel appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the person to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan); or

(iv) by a court of competent jurisdiction.

If authorized in the manner specified above for compromise payments, expenses including counsel fees, reasonably incurred by any such person in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of (a) an affidavit of such individual of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article, and (b) an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized by law or under this Article, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

If both the corporation and any person to be indemnified are parties to an action, suit or proceeding (other than an action or suit by or in the right of the corporation to procure a judgment in its favor), counsel representing the corporation therein may also represent such indemnified person (unless such dual representation would involve such counsel in a conflict of interest in violation of applicable principles of professional ethics), and the corporation shall pay all fees and expenses of such counsel incurred during the period of dual representation other than those, if any, as would not have been incurred if counsel were representing only the corporation; and any

allocation made in good faith by such counsel of fees and disbursements payable under this paragraph by the corporation versus fees and disbursements payable by any such indemnified person shall be final and binding upon the corporation and such indemnified person.


The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such indemnified person may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than the persons designated in this Article may be entitled by contract, by vote of the Board of Directors, or otherwise under law.

As used in this Article the terms "person," "Director," "officer, employee," and "agent" include their respective heirs, executors and administrators, and an "interested" Director or officer is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

If any term or provision of this Article, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article shall be held valid and be enforced to the fullest extent permitted by law.

ARTICLE X
Amendments

The Directors may make, amend, or repeal these By-Laws, in whole or in part.


Board Clerk, Christopher Edwards 11-16-13

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: Alternative Therapies Group, Inc.

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

YES

NO

ORIGINAL

PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8)

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

Corporation Name: ___ Alternative Therapies Group, 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	N/A	N/A	President/Chair: N/A Treasurer: N/A Clerk/Secretary: N/A	N/A
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: Alternative Therapies Group, Inc. Application # (if more than one): _____

Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1 Scott Decker	(714) 259-4702 smdecker@cramerdeckermedical.com	Client	4/2001 to present
2 Tim Miner	(702) 321-0790 tim@vestorlogic.com	Client	1/2005 to present
3 Teri Sun	(760) 944-1277 teri@whiterhino.com	Client	10/2001 to present

ORIGINAL



EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)

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

Corporation Name: Alternative Therapies Group, Inc. Application # (if more than one): _____

Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1 Executive Director	Christopher Edwards	██████████	chris@blackfinmedia.com 617-549-8575	Blackfin Media, Inc 44 Merrimac Street Newburyport, MA 01950
2 Chief Financial Officer	Julio Fuentes, CFA, MBA	██████████	Julio.fuentes@columbiamanagement.com 617-385-9723	Columbia Management 225 Franklin Street Boston, MA 02110
3 Chief Operations Officer	Jason Beauchesne, MBA	██████████	jbeauchesne@eastersealsnh.org 603-315-2879	Easter Seals NH 555 Auburn Street Manchester, NH 03103
4 Director of Security	G. Robert Christy, ACE, CAS	██████████	gchristy@massport.com 617-561-3478	Massachusetts Port Authority Logan International Airport 1 Harborside Drive, Suite 2005 East Boston, MA 02128
5 Chief Medical Officer	Walter Panis, M.D.	██████████	wpanis@partners.org 617-643-2420	Massachusetts General Hospital 5 Longfellow Place, Suite 201 Boston, Ma 02114

 ORIGINAL

6	Director of Cultivation and Product Quality	Derek Brock		derek@maineorganictherapy.org 207-571-9702	Maine Organic Therapy 9 Carriage Rd Ellsworth, ME 04605
7	Director of Patient Education and Provisioning	Judith Ronshagen		Jronshagen@Elliot-hs.org 603-663-5678	Elliot Hospital Pharmacy 175 Queen City Ave, Manchester, NH 03101

**RESUMES FOR EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.2)**

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

Corporation Name: Alternative Therapies Group, Inc.
 Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Executive Director	Christopher Edwards
2	Chief Financial Officer	Julio Fuentes, CFA, MBA
3	Chief Operations Officer	Jason Beauchesne, MBA
4	Director of Security	G. Robert Christy, ACE, CAS
5	Chief Medical Officer	Walter Panis, M.D.
6	Director of Cultivation and Product Quality	Derek Brock
7	Director of Patient Education and Provisioning	Judith Ronshagen

Christopher M. Edwards



Summary: Chris is a seasoned entrepreneur, with over 13 years of startup experience. He has an extensive background in founding new ventures and building/managing teams to execute complex, time-sensitive business plans and projects.

Computer Experience: Chris has working knowledge of Windows, Mac, Linux, and FreeBSD operating systems, MS Office, MySQL, PHP, PHP MyAdmin, Javascript, Ajax, HTML, CSS, Perl, SSL, Unix command line, ASP, .NET, MS Access and MSSQL.

Professional Experience: **BlackFin Media, Inc: Newburyport, MA**
Founder and CEO: September 2005 to present

- Built a sales pipeline based on a reputation for high-quality custom design, web application development, and customer service
- Successfully manages an average of 200 web projects per year with a staff of five designers, programmers, and consultants
- Brings years of insight and experience to web application design, with a focus on streamlined process design and usability
- Provides dependable application support, as well as ongoing feature enhancements for a variety of e-commerce and web application clients

NetHosters, Inc: Cambridge, MA
Founder and CEO: September 2004 to July 2010

- Built a world class web hosting brand, offering a range of services including shared hosting, dedicated hosting, and VPS hosting
- Hosted and supported approximately 10,000 websites and web applications for clients ranging from Fortune 500 to small/medium-sized private businesses
- Successfully positioned and sold NetHosters for sale to a larger competitor

MDG Media, LLC: Cambridge, MA
Founder and CTO: October 2003 to March 2006

- Developed a proprietary variable data web-to-print application, which was the basis for MDG's officially licensed professional sports themed personalized book product for children

Covalent Solutions, Inc: Brookline, MA
Founder and CEO: November 2000 to November 2005

- Founded a web design and development firm, specializing in custom implementations, as well as hands-on IT support for local businesses
- Later merged with NetHosters, Inc and re-branded as an all-inclusive application service provider under that name

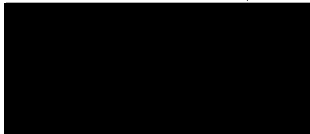
Scudder Kemper Investments: Boston, MA
Mutual Fund Accountant: March 1998 to July 1999



- Responsible for the daily NAV calculation for assigned mutual funds, recording and balancing of capital share activity, reconciling and posting bank statement activity, completing domestic and foreign currency reconciliations, and accruing/recording the payment of fund expenses
- Provided training and assisted new employees with daily activities in Boston and Chicago
- Developed a proprietary Visual Basic macro for calculating “SEC Yield”

Education: **Bucknell University: Lewisburg, PA: May 1997**
Bachelor of Science in Business Administration (BSBA) - Magna Cum Laude
Major: Management / Minor: Biology

JULIO FUENTES, CFA



Experience:
2007-Present

COLUMBIA MANAGEMENT

BOSTON, MA

Sr. Equity Portfolio Manager- Income Strategies

- Responsible for coverage of approximately 55-60% of NAREIT Index.
- Interview executive management teams of real estate related companies.
- Conduct bottoms-up and top-down research to arrive at investment recommendations.
- Maintain buy, hold, and sell ratings for my coverage universe.
- Conduct property tours to assess the underlying quality and value of a company's real estate.
- Participate in portfolio construction and risk assessment decisions.
- Actively discuss investment ideas/recommendations with investment colleagues.
- Publish periodic notes with recommendation changes and coverage initiations.
- Participate in marketing activities for the fund.
- Write periodic performance review and real estate outlook pieces.

2001-2007

STATE STREET GLOBAL ADVISORS

BOSTON, MA

Investment Analyst – Independent Fiduciary Group (9/02-3/04, 5/06-4/07)

- Performed on-going fundamental analysis on current and prospective company stock/trust clients from various industries.
- Analyzed reported financial data, including annual reports and SEC filings, brokerage reports and industry studies.
- Issued sell/hold recommendations to State Street's Fiduciary Investment Committee on client company stocks and other securities.
- Communicated with senior management of client companies and with sell-side analysts.
- Conducted due diligence on private companies for stock valuation and M&A purposes.
- Built and modified models to assess the risks of client company stocks.

Structured Products Research Analyst/Portfolio Manager – U.S. Fixed Income (4/04-5/06)

- Conducted quantitative and qualitative research on RMBS, CMBS, CDO and various other ABS securities (including TRR swaps and CDS).
- Issued buy/sell/hold recommendations on investment and non-investment grade structured product securities for both total return and book value (CDO) actively managed portfolios.
- Performed servicer due diligence.
- Reviewed and performed surveillance on structured product assets.
- Developed and enhanced investment processes for various ABS product types.
- Portfolio management responsibilities for \$2.6B of active and passive ABS/CMBS accounts.
- Communicated with sell-side and rating agency analysts, as needed.
- Traded various fixed and floating rate structured product assets, as needed.
- Generated and assessed relative value trade ideas.

Product Engineer- Product Engineering Group (1/02-9/02)

- Helped create and develop new quantitative products.

Fixed Income Product Analyst- Sales and Marketing (6/01-12/01)

- Prepared investment strategy presentations.
- Assisted in sales process.

Summer 2000

NORTHWESTERN INVESTMENT MANAGEMENT CO. MILWAUKEE, WI

Northwestern Investment Management Company is a subsidiary of Northwestern Mutual.

Summer Associate-Public Markets

International Common Stock

- Analyzed Indian equity market, focusing on fundamental and technical factors.
- Made stock specific recommendations in the Indian pharmaceutical and financial sectors.

Julio Fuentes – Chief Financial Officer

- Interviewed corporate management of various firms and participated in international equity team discussions.

Fixed Income

- Performed relative value and fundamental credit analysis on aerospace and defense firms for a \$9.2B corporate portfolio, resulting in specific recommendations.
- Established working relationships with Wall Street sell-side analysts and rating agency analysts to effectively monitor credit outlooks and market technicals.

1998-1999 **SCUDDER KEMPER INVESTMENTS** **BOSTON, MA**
Senior Securities Analyst- Fixed Income

- Worked with portfolio managers to ensure proper cash flows and duration calculations.
- Provided quality assurance analysis of security setups, decreasing errors by 50%.

1997-1998 **LEWTAN TECHNOLOGIES** **WALTHAM, MA**
Asset Backed Securities Industry
Project Lead

- Analyzed asset classes and proposed standard reporting methods for each class.
- Worked with clients to derive standard asset class calculations.

1995-1997 **TELEKURS USA** **STAMFORD, CT**
Assistant Manager, U.S. Equity Group (1997)
Senior Research Analyst, U.S. Options Group (1996-1997)
Financial Research Analyst (1995-1996)

Education:
1999-2001 **BOSTON COLLEGE** **CHESTNUT HILL, MA**
Master of Business Administration. Concentration in Investments and Accounting. Awarded a full-tuition assistantship.

1991-1995 **BRYANT COLLEGE** **SMITHFIELD, RI**
Bachelor of Science Degree in Business Administration. Concentration in Finance.

Activities: Member of CFA Institute and Boston Security Analysts Society.

Skills: MS Office (Word, Excel, Access, Power Point), Bloomberg, SNL Financial, First Call, FactSet, Intex, and Trend & Cycle.

References: Available upon request.

Jason E. Beauchesne

Objective To utilize my communication, assessment and professional service networking skills in a dynamic professional environment. My strengths include multi-site staff leadership and management, OSHA compliancy, interpersonal skills, flexibility and organization.

Education

- Master's Degree in Organizational Management and Leadership, Springfield College, Manchester, NH, 12/2009, Pi Gamma Mu International Honor Society
- Bachelor of Science in Human Services, Springfield College, Manchester, NH, 8/2005, Magna Cum Laude
- Associate of Applied Science in Gerontology, NH Community Technical College, Manchester, NH, 5/2003, Phi Theta Kappa Honor Society

Experience

9/2011 to present

Seniors Count Community Liason Coordinator, Easter Seals, Greater Manchester, NH

- Independently responsible for all program operations
- Coordinate services for seniors of the greater Manchester area
- Coordinate with available resource providers and state agencies for service provision
- Oversee food pantry operations
- Coordinator of caregiver support group for Easter Seals Senior Services of Manchester
- Coordinator of elder wrap-around community networking meetings held monthly

5/2010 to 8/2011

Program Manager of Adult Day Club, Council on Aging of Martin County, Inc., Stuart, FL

- Independently responsible for all program operations
- Implementation of new activity program philosophy including but not limited to; parallel programming for seniors of various ability levels; men's group activities, therapeutic physical and socially active programs, and cognitively active programs for individuals with a diagnosis of early Alzheimer's Disease
- Oversee large scale transitional period and preparation for impending move to a new state of the art senior complex
- Marketing adult day programs to the Martin County, FL communities through public contact, speaking engagements, and local advertising
- Collaborate with community physicians on client care

- Partner with community health care organizations to provide solutions for adults and seniors with needs outside of our organization, as well as supplementing services

7/2005 to 4/2010

Coordinator of Senior Services, Easter Seals, Manchester and Laconia, NH

- Independently responsible for all program operations
- Oversee social therapeutic adult day program for seniors with depression and/or social isolation issues and some forms of mental illness
- Oversee medical rehab adult day program for adults with physical challenges and general nursing care needs
- Oversee Alzheimer's Adult Day Program for people with moderate to advanced stages of the disease
- Oversee Alzheimer's Adult Day Program for people recently diagnosed with early stages of the disease
- Staff organization to ensure compliance with state regulations
- Intake and admissions management
- Organization of financial assistance for clients including assisting families and obtaining state grant funds, managing a sliding fee scale with our own organizational funds, and working with the Veteran's Administration to organize contracted funds
- Marketing adult day programs to the Manchester and Laconia communities through public contact, speaking engagements, and local advertising
- Collaborate with community physicians on client care
- Partner with community healthcare organizations to provide solutions for adults and seniors with needs outside our organization, as well as supplementing services
- Adult Day representative for Easter Seals Safety Committee
- Recipient of 2009 President's Award for Outstanding Service

7/2003 to 7/2005

Intake Manager of Senior Services, Easter Seals, Manchester, NH

- Independently responsible for admissions and tours
- Marketing programs to the Manchester and Laconia communities through public contact, speaking engagements, and local advertising
- In-home client assessments
- Oversee in-home respite care program

9/2002 to 7/2003

Intake Manager of Adult Day Services, Easter Seals, Manchester, NH

- Independently responsible for admissions and tours
- Marketing adult day programs to greater Manchester community
- In-home client assessments

1/2002 to 9/2002

Intake Specialist of Adult Day Services, Easter Seals, Manchester, NH

- Conduct facility tours and admissions
- In-home client assessments

1987 to 2002

Cook, Assistant Manager, Kitchen Manager, Bickford's Family Restaurants, Manchester, Nashua, Newington and Salem, NH, and Chelmsford and Haverhill, MA.

Professional Organizations

- Caring Companions In-Home Assistance Program, Board member
- NH Adult Day Association, member
- Easter Seals Caregiver Support Group Coordinator

Intern Experience

- Alzheimer's Adult Day Program, Easter Seals, 9/2001 to 12/2001, a 4 month project recording interviews of clients with Alzheimer's Disease, leading reminisce groups and men's groups activities

References

Personal and professional references will be furnished upon request.



Summary of Qualifications

- 10+ years' Counterintelligence and Counterterrorism experience as HUMINT collector and analyst.
- Well versed in emergency/security management, public policy and operations management.
- Experience drafting SOP's, Emergency Exercises, Security Plans, and Intelligence Analysis Products.
- Work closely with governing agencies to ensure compliance with safety and security standards.
- Responsible for managing and operating Hanscom access control points as well as surveillance camera monitoring system.
- Conduct Military Source Operations as Certified Department of Defense (DoD) Strategic Debriefers.
- Manage \$1.2M in residential real estate investment assets and evaluate potential real estate acquisitions opportunities.
- Experience recommending staff hiring and vendors for construction projects and development opportunities.
- Advanced proficiency in MS Office suite, information databases/mining.
- Current DoD TS/SCI security clearance.

Professional Experience

Massachusetts Port Authority – Hanscom Airfield & Logan International Airport
Airport Operations Manager

Mar 08 – Present

- As Operations Manager, serve as an expert in all aspects of airport physical security. Develop, coordinate, and implement security policy for protection of flight vehicles, equipment, and passengers with responsibility over 330,000 aircraft operations per year (not counting arrivals). Directly supervise team of ten personnel as well as tenants and contractors.
- Serve as the Incident Commander for incidents ranging from simple short-lived incidents to complex extended incidents utilizing the National Incident Management System concept, protocols and decision processes. Center physical security measures, classified security information and sensitive but unclassified information. Act as Massport lead official during routine, non-routine and emergency incidents. Evaluate and assess all ongoing construction projects and landside activities.
- Selected as Hanscom security badge / surveillance coordinator. Responsible for over 2,000 security badge holders as well as the monitoring of surveillance cameras located at strategic locations throughout Massport's property.
- Conduct operational coordination with U.S. Air Force Security Office and military Operations Officers. Work closely with federal Transportation Security Administration and appropriate Law Enforcement to manage and maintain all aspects of airport safety, security and property.
- Make frequent inspections of all aeronautical areas to assure compliance with the Airport Certification Manual and FAA Part -139 standards. Maintains log of airport activities/incidents occurring on assigned tour of duty and writes follow up reports and makes recommendations on incidents as needed. Enforce MPA Rules and Regulations and write violations as needed.
- Lead Officer responsible for development of Airport Emergency Plan, Airport Certification Manual, and planning and execution of our triennial full-scale Emergency Response Exercise as well as the annual Table-Top Emergency Exercise. Coordinate security efforts for projects requiring the planning, development, and evaluation of matters of general precedent, extensive controversy, or wide coordination.
- Analyze and evaluate budget trends and spending in preparation for the annual operating budget. Provide advice and assistance on contract administration activities for significant, highly specialized procurements. Serve as technical adviser on matters concerning physical security programs. Responsible for administering airport leasing procedures and property management measures.
- Conduct security inspections and initiate corrective measures as needed with State Police and other state and federal agencies. Maintain positive interaction with operating personnel of federal, state and local agencies. Coordinate snow removal emergency procedures with FAA, other federal agencies, state agencies and tenants.

Aviation Communications Specialist

Mar 04 – Mar 08

- Assessed, evaluated and determined appropriate communications and responses necessary for all emergency activities. Evaluated and dispatched appropriate rescue apparatus and equipment on all 911 emergency calls for entire airport facility. Evaluated and managed operational activities of airfield operations, FAA, contractors, etc.
- Directed aircraft parking activities and airside gate procedures. Made recommendations to FAA, tenant airlines, state police, state agencies and federal agency on implementation of airport operational activities and procedures.
- Evaluated card access control / video surveillance system and determined responses to all security breaches throughout the airport terminals, airside facilities and property.
- Drafted, designed and implemented a Standard Operating Procedure Manual for the Logan Airport Communications Center.

US Naval Intelligence – Reserve & Active Duty*Naval Expeditionary Intelligence Command – Dam Neck Naval Base, Virginia Beach, VA**Officer in Charge (Intelligence Exploitation Team 20)*

Oct 02- Present

- OIC for an Intelligence Exploitation Team, responsible for integrating and training 7 unit members as collectors and analysts for J2X/N2X mobilizations.
- Currently training in preparation to be Team Chief for a Navy HUMINT Team (NHT) to conduct the full spectrum of Military Source Operations (MSO).
- Supporting N2X collections by developing a HUMINT Analytical Team reach back capability to include database/software manipulation of CYDNEY, ARC-GIS, Analyst Notebook and HOT-R.
- Training unit members to become Maritime Interdiction Operations Intelligence Exploitation Teams (MIO-IET), six man teams specializing in biometric collection, tactical site exploitation and tactical questioning/debriefing aboard pirated vessels and suspected smuggling vessels.
- Understand doctrine, tactics, capabilities, and limitations of units participating in irregular warfare missions, and is able to translate this into actionable products in high consequence environments.
- Present briefings to irregular warfare mission commanders and supports Joint Task Force in mission planning, time sensitive targeting and insurgent network analysis.
- As DoD certified Strategic Debriefing, conduct Military Source Operations IAW FM 2-22.3, DIAM 58-11, and DIAM 58-12. Successfully managed and implemented FORMICA pilot IAW Operating Directive ISO Naval Expeditionary Combat Command's Pilot FORMICA program. Conducted extensive operational coordination with analysts across the intelligence community. Reviewed NECC and national collection requirements to focus HUMINT collection of intelligence data. This resulted in an 80% EVAL ratio for NECC debriefers and Consumer IIR Evaluations from 12 different strategic-level analytical organizations across four COCOMs.
- Review and publish Notices of Intelligence Potential (NIPs), reviewed Source Directed Requirements (SDRs), Ad Hoc Requirements (AHRs), Time Sensitive Operational Requirements (TSORs), Consumer IIR Evaluations using HUMINT Online Tasking and Reporting (HOT R) system. Conduct pre-briefs and de-briefings as required, prepare and submit follow-up reports, conduct operational coordination with collocated units to develop FORMICA leads, and serve as the approving authority for coordinating and assigning FORMICA Tasking.
- Direct, assign, edit and account for substantive finalized all-source intelligence production in support of NECC Sailors. Analyze and syndicate multi-source intelligence information to create operationally relevant products. Analyze, interpret and integrate data in process of analyzing targeted activities. Identify intelligence gaps, specify collection requirements, evaluate resulting intelligence, determine analytical approach, and review and validate conclusions.
- Maintain liaison with peers in the intelligence community to discuss mutual analytical problems and production requirements. Provide sound judgment in using existing guidelines, regulations, style guide manuals, and reporting formats/techniques to prepare SHIRs in an accurate, logical, and organized manner. Selected by NEIC acting Reports Officer to attend DIA training focusing on SHIR writing, editing and review; Source-Directed Requirements (SDRs), Consumer SHIR Evaluations (EVALs), and HUMINT collection focus. Assistant Intelligence Oversight Officer for NEIC 0106.
- Make analytical recommendations from all source counterterrorism intelligence analysis, production and reporting. Identify/recommend timely warnings of terrorist threats to DOD assets. Produce finished analytical intelligence including detailed studies, briefings, and requests for information on terrorist group's capabilities. Evaluated terrorism threat assessments and authored biographic profiles on terrorist personalities and networks.
- Establish, review, and maintain analytical collection plans and requirements pertaining to terrorism. Produced assessments, evaluations, high-level briefings, and input to other USCENTCOM terrorism-related products.

Education, Training & Certifications

Bridgewater State University - Bachelor of Science, Operations Management 1996

Southern New Hampshire University - Pursuing Masters in Justice Studies – Homeland Security

Emergency Management Institute

- ICS-100 Introduction to the Incident Command System
- ICS-200 ICS for Single Resources and Initial Action Incidents
- IS-700 Introduction to National Incident Management System (NIMS)
- IS-800 National Response Framework (NRF)

Aviation Operations, Security and Emergency Management Training & Designations

- Certified Anti-Terrorism Specialist (CAS) – Designation by Anti-Terrorism Accreditation Board
- Airport Council International Certificate in Airside Operations
- Airport Safety Operations Specialist School

Department of Defense Training

- Department of Defense Strategic Debriefing Course (200 hours)
- DIA Intelligence Support to Information Operations
- Expeditionary Warfare Intelligence Course
- Survive Evade Resist Escape Training (S.E.R.E.) – Class 10130
- All Source Intelligence Analysis Course
- Middle Eastern History, Language and Culture
- Personality and Network Analysis / High Value Individual Course
- Expeditionary Warfare Qualification Specialist (EXW)
- Intelligence Specialist "A" school
- Navy Basic Intelligence Training Course

Computer Skills

Experienced with Microsoft Office Suite (PowerPoint, Excel, Word, Outlook, Access), HOT-R, Analyst Notebook, Pathfinder, Rware, M3, C2PC, Falconview, Passeur, FMM, GM, Continuum, DVTel, Quicken, Siebel, Crystal Reports.

CURRICULUM VITAE

DATE PREPARED: March 3, 2012

PART I: General Information

Name: WALTER PANIS

Home Address: 

Office Address: SPAULDING REHAB HOSPITAL
PM&R DEPT
125 NASHUA ST
BOSTON, MA 02114 United States

Phone: (617) 573-2628

Email: wpanis@partners.org

Fax: (617) 573-2769

Place of Birth: Orange, New Jersey

Education:

1970 B.A., U. Of Pennsylvania
1972 Candidature in Medicine (Medicine), Catholic Univ. of Louvain (Belgium)
1975 M.D., TEMPLE U. SCHOOL OF MEDICINE

Postdoctoral Training:

01/75-01/76 Intern in Medicine, Carney Hospital, Boston MA
01/76-01/79 Resident in Neurology, Tufts New England Medical Center
01/79-01/80 Clinical Fellow in Neurology (Cerebral Vascular Disease), Tufts New England Medical Center
01/95-01/97 Resident in Physical Medicine and Rehabilitation, HMS/Spaulding Rehabilitation Hospital/MGH

Licensure and Certification:

1975 National Board of Medical Examiners
1977 Massachusetts Registered Physician
1981 Diplomate American Board of Psychiatry and Neurology
1992 American Society of Neurorehabilitation
1998 Diplomate of American Board of PM&R

Academic Appointments:

1979-2011 Instructor in Neurology, Tufts-New England Medical Center, Boston, Ma

- 1995-1996 Instructor in Neurology, Neurology-Massachusetts General Hospital, Boston, MA
- 1997- Instructor in Physical Medicine and Rehabilitation, Physical Medicine and Rehabilitation, Boston, MA

Hospital or Affiliated Institution Appointments:

- 01/80-01/94 Director Stroke Rehabilitation (Tufts Division), Spaulding Rehabilitation Hospital
- 01/80-01/94 Assistant Director of Neurology, Spaulding Rehabilitation Hospital
- 01/81-01/97 Staff Neurologist, Carney Hospital, Boston MA, Boston, MA
- 01/97- Attending physician, Massachusetts General Hospital, Boston, Ma
- 01/97-12/99 Staff Physician/Consultant in Physical Medicine and Rehabilitation, Brigham and Women's Hospital Dept. of Anesthesia Pain Service, Boston, MA
- 01/97-12/99 Staff Physician - Psychiatry and Neurology, East Boston Neighborhood Health Center, Boston, MA
- 07/97- Attending Psychiatrist and Consulting Neurologist, Spaulding Rehabilitation Hospital, Boston, MA
- 01/99-07/11 Medical Director Occupation Medicine Center, New England Baptist Hospital, Boston, MA
- 11/11- Attending Physician Youth Sports Concussion Clinic , Massachusetts General Hospital, Boston, MA

Hospital and Health Care Organization Clinical Service Responsibilities:

- 2000-2001 President of Professional Staff, Spaulding Rehabilitation Hospital

Major Committee Assignments:

Affiliated Institution

- 1981-1982 Physician Representative to Executive Committee, Spaulding Rehabilitation Hospital
- 1985-1988 Steering Committee of Medical Staff, Spaulding Rehabilitation Hospital
- 1985-1994 Lab Committee, Spaulding Rehabilitation Hospital
- 1986-1990 Peer Review Analysis, Carney Hospital
- 1986-1990 Mass Pro Chart Review, Carney Hospital
- 1986-1990 URC Consultant Neurology and Rehabilitation, Carney Hospital
- 1986-1992 Residency Formation Committee, Spaulding Rehabilitation Hospital
- 1990-1992 Ethics Committee, Spaulding Rehabilitation Hospital
- 1990-1994 Home Health Advisory Committee, Spaulding Rehabilitation Hospital
- 1990-1994 Stroke Advisory Committee [Chairperson], Spaulding Rehabilitation Hospital
- 1992-1994 Steering Committee of Medical Staff, Spaulding Rehabilitation Hospital

Professional Societies:

- 1979- American Academy of Neurology, Member
- 1980- Suffolk Medical Society, Member
- 1980- Massachusetts Medical Society, Member
- 1980- Boston Society for Neurology and Psychiatry, Member
- 1985- N.E. Society of Physical Medicine and Rehabilitation, Member
- 1985- American Society of Neurorehabilitation, Member
- 1986- Massachusetts Neurologic Association, Member
- 1999- New England Pain Association, Member

Community Service Related to Professional Work:

1992-2000 Board of Directors , Wheelchair Sports and Recreation Association

Part II: Research, Teaching, and Clinical Contributions

A. Narrative report of Research, Teaching, and Clinical Contributions

I have been a practicing clinician since finishing my Fellowship in Cerebral Vascular Disease in 1979. As an attending physician at Massachusetts Rehabilitation Hospital (the forerunner of Spaulding Rehabilitation Hospital), I was director of one of the Stroke Rehabilitation Services. In addition to patient and family care, I was the supervisor and mentor for stroke fellows until I left that position to complete my second residency in Physical Medicine and Rehabilitation. During those years, I was active in Tufts Medical School teaching both in the classroom and hospital. Occasionally, MGH residents interested in stroke neurology and rehabilitation would participate.

I was an active member of the medical staff holding many positions (executive committee, laboratory committee, URC, ethics committee, residency planning committee) over the years concluding with being President of the Medical Staff. I have participated as a director for Massachusetts Wheel chair and Sports as well as a volunteer for ice skating/hockey program for a special needs program.

In 1995, I had the opportunity to enroll in the residency program of the HMS-Spaulding Physical Medicine and Rehabilitation which had began just the year before. One of my hospital roles had been on the committee that planned, developed and began the new residency program. After completion of the residency, I continued on staff at Spaulding as well as becoming the Medical Director of the Occupational Medicine Center at the New England Baptist Hospital. I was on the residency interview team and the "executive committee" that met with Chief of Service as an advisory group.

Over the years, I have supervised PMR residents as they have rotated with me through the Occupational Medicine Center as well as been part of my consult service at Spaulding. I have taught 2 years of Doctor-Patient 1 at HMS. I have been a mentor in our program for residents at Spaulding.

My career has guided by my strengths. I am a clinician who has been recognized by my peers as



caring and thoughtful. I often am asked by colleagues for a second opinion. I have received an Occupational Medicine Service Achievement Award as well as having recently been recognized by my peers in being named to the "Best Doctors" list by US News and World Report.

D. Report of Teaching

1. Local contributions

a. Medical School Courses

2005-2007	<u>Patient Doctor 1</u>		<i>contact time</i>	<i>prep time</i>
	Preceptor	6 Medical Students	3 hours/year for 1 year(s)	1 hours/year for 1 year(s)

c. Local Invited Presentations

Grand Rounds

- 2006- Occupational Medicine, PM&R Dept. New England Medical Center
- 2011- Chronic Pain and the Brain, New England Baptist Hospital

Orthopedic Grand Rounds

- 2011- Chronic Pain and the Brain, New England Baptist Hospital

Seminar

- 2011- Pain and Depression, New England Baptist Hospital

e. Advisory and Supervisory Responsibilities in Clinical or Laboratory Setting

- 2005- 1 Nurse Practitioner for 250 hrs/year, supervising in occupational medicine clinic, New England Baptist Hospital

E. Report of Clinical Activities

- 1980- Neurology, Neurological Consultant Spaulding Rehabilitation Hospital
Clinical Activity Description: Consultation within the rehabilitation setting
Patient Load: 5/week
- 1980-1995 Neurology, Stroke Rehabilitation Spaulding Rehabilitation Hospital
Clinical Activity Description: Attending physician for stroke patients caring for

their medical, neurological and psychological needs during inpatient and outpatient recovery

Patient Load: 50hrs/week

1997- Physical Medicine and Rehabilitation, Spaulding Rehabilitation Hospital
Clinical Activity Description: in patient attending on musculoskeletal service(2000-2006) outpatient musculoskeletal patients

Patient Load: 50/week

2000- Occupational Medicine, New England Baptist Hospital
Clinical Activity Description: Attending at clinic caring for injured workers musculoskeletal or neurological injuries

Patient Load: 50/week

Part III: Bibliography

Original Articles

1. Hodgman MT, Pessin MS, Homans DC, Panis W, Prager RJ, Lathi ES, Criscitiello MG. Cerebral embolism as the initial manifestation of peripartum cardiomyopathy. *Neurology*. 1982;34(4):475-479.
2. Sweet EW, Panis W, Levine DN. Crossed Wernicke's aphasia. *Neurology*. 1982;32(6):668-671.
3. Pessin MS, Panis W, Prager RJ, Millan VG, Scott RM. Auscultation of cervical and ocular bruits in extracranial carotid occlusive disease: a clinical and angiographic study. *Stroker*. 1983;14(2):246-249.
4. Shah, M, Panis, W . Charcot Arthropathy. *eMedicine Specialties(online)*. 2004.

Reviews/Chapters/Editorials

1. Panis W. Rehabilitation of Stroke Disease. *Med. Stroke Therapy*.
2. Panis W, Aronoff G. Painful Peripheral Neuropathies. In: *Evaluation and Treatment of Chronic Pain*. Baltimore: Williams & Wilkins;1992. p. 67-72.
3. Panis, W . HIV and Rehabilitation. In: *Pain Management, Anesthesia and HIV/AIDS* Nedeljkovic, S. Boston: Butterworth Heinemann;1999.
4. Walter Panis, MD Walter R. Frontera, MD, PhD Julie K. Silver, MD. Repetitive Strain Injuries. In: *Essentials of Physical Medicine and Rehabilitation*. Philadelphia, PA: Hanley & Belfus, Inc;2002. p. 722-7225.

Educational Materials

1. Gresham, Glenn. Post Stroke Rehabilitation Clinical Guidline #16 AHCPR Publication # 95-0062. 1995.



Experience:

2010-Present **MAINE ORGANIC THERAPY**

BIDDEFORD, ME

Head Cultivation Manager

- Head grower of 13000 sq. ft. indoor, organic medicinal cannabis cultivation facility, operating 365 days a year, for one of eight dispensaries in Maine.
- Designed and facilitated construction of all propagation, vegetative and flowering areas since the inception of cultivation facility and dispensary.
- Responsible for planning the cultivation rotation of 8 different strains of cannabis according to cultivar specific medicinal properties.
- Plans and oversees harvest, processing, sanitation and quality control activities.
- Currently overseeing production of new flowering area which with increase overall production by 30%.
- Designed and constructed prototype of a high output propagation table yielding several hundreds of rooted clones. Currently using 4 tables with the ability to produce 1500 clones a week.
- Responsible for identification and control of disease and insects of vegetative and flowering plants.
- Utilizes the Integrated Pest Management (IPM) strategy for insect and disease control.
- Manages 5 members of cultivation and processing team.

1999- 2010

JEWELL TOWNE VINEYARDS

SOUTH HAMPTON, NH

Winemaker and Vineyard Manager

- Production manager of \$500,000+ winery.
- Responsible for all cellar operations, sanitation and inventory control for 16,000 gallons of wine production
- Developed growth strategy for an increase in production of 15-25% yearly; quadrupling production in 10 years.
- Responsible for cultivation, management, and pesticide application, and harvest of 5 acre vineyard.
- Determine and record yearly crop schedule to be carried out by all vineyards employees.
- Performs chemical analysis of grape varietals to evaluate growth success and determine harvest schedule.
- Conducts chemical and sensory analysis of wine throughout entire production.
- Conducts on and off-site educational conferences on various winemaking and grape growing topics, including courses at the University of New Hampshire and New Hampshire's Farm and Forest Expo.
- Encouraging movement towards sustainable agriculture through education and implementation of integrated pest management.
- Responsible for oversight of duties and safety of 20 plus employees.
- Private viticulture and enology consultant of multiple wineries in New Hampshire and Massachusetts.
- Conducts pesticide safety and training sessions for college level interns.

Derek Brock - Director of Cultivation and Product Quality



ORIGINAL

2005-2008

MAGNUM MACHINE, INC.

RAYMOND, NH

CNC Programmer and Operator

- Responsible for writing, trouble-shooting, and implementing CNC programs based on the blueprint of prototype parts to be mass produced.
- Inspected prototype parts to meet design specifications.
- Operation of multiple machines running simultaneously.

Credentials:

13+ years Licensed Pesticide Applicator

50+ hours traditional and organic pesticide education

Design and construction of 80kW supplemental lighting system for CO₂ enriched hydroponic poinsettias in the University of New Hampshire's greenhouses

Two-year Honors thesis project; *The Breeding and Cytogenetics of Anagallis monellii*

Education:

May 2000

UNIVERSITY OF NEW HAMPSHIRE

DURHAM, NH

Bachelor of Science, magna cum laude. Concentration in Plant Biology.

Honors Degree

Judith Ronshagen - Director of Patient Education and Provisioning

June 2013

CURRICULUM VITAE

Judith Patrick Ronshagen

EDUCATION:

Bachelor of Science (Pharmacy) 1970
Massachusetts College of Pharmacy & Health Sciences, Boston,
Massachusetts

CURRENT POSITIONS:

Elliot Hospital 1977-

Elliot Hospital & Optima Health (merger of Elliot Hospital &
Catholic Medical Center. The disaffiliation was complete in 1999)

Clinical Staff Pharmacist: Per-diem 2012-

Responsibilities: Fill prescriptions, assess patient
profiles for drug interactions, consult with patients, manage
inventory, supervise technicians.

Clinical Informatics Specialist: 2006-2012

Responsibilities: Manages, supports & expands the pharmacy
clinical databases. Assures that clinical, productivity &
information databases are up to date and that all aspects
relative to security of the pharmacy drug databases are
intact including but not limited to pharmacy mainframe,
employee pharmacy systems. Coordinated the implementation of
the pharmacy computer. Assesses the appropriateness & impact
of all software changes. Pharmacy liaison with the vendors &
Information Technology for all computer problems/decisions.

Coordinator of Pharmacy Systems 1996-2006

Responsibilities: Manages, supports & expands the pharmacy
databases. Assures that clinical, productivity & information
databases are up to date and that all aspects relative to
security of the pharmacy drug databases are intact including
but not limited to pharmacy mainframe, employee pharmacy
systems, Pyxis Rx 2000, Robot Rx and department personal
computers. Maintains work schedules for the department.
Coordinated the implementation of the pharmacy computer.
Assesses the appropriateness & impact of all software
changes. Pharmacy liaison with the vendors & Information
Technology for all computer problems/decisions.

Judith Ronshagen - Director of Patient Education and Provisioning

Interim Director of Pharmacy - May 2003-October 2004

Liason between other departments, medical staff and the pharmacy, manage daily functions within the department, delegate authority and responsibility to staff pharmacists, supervise non-professional subordinates in the department, maintain work schedules for the department, maintain inventory control, meet with pharmaceutical representatives, evaluate pharmacy staff.

Pharmacy Project Manager for the Anthem Medication Safety Project-
January 2003 - July 2005

Responsible for the database build, testing & conversion of the pharmacy computer system (Series Pharmacy) to Horizons Meds Manager. Managed the education & roll out of pharmacy generated MAR's for nursing. Responsible for the file building & testing for the AdminRx (Scanning) project.

FORMER POSITIONS:

Howe's Pharmacy, Goffstown, New Hampshire
Part-time 1975-2010

University of Connecticut School of Pharmacy
Preceptor 1982-2012

Massachusetts College of Pharmacy and Allied Health Sciences
Preceptor 1989-2012

Optima Health

Interim Director of Pharmacy--January 1999-May 1999

Liason between other departments, medical staff and the pharmacy, manage daily functions within the department, delegate authority and responsibility to staff pharmacists, supervise non-professional subordinates in the department, maintain work schedules for the department, maintain inventory control, meet with pharmaceutical representatives, evaluate pharmacy staff.

Optima Health-Catholic Medical Center

Interim pharmacy operations supervisor-June 1998-October 1998
manage daily functions within the department, delegate authority and responsibility to staff pharmacists, supervise non-professional subordinates in the department, maintain work schedules for the department, maintain inventory control.

Elliot Hospital, Manchester, New Hampshire 1977-

Assistant Director of Pharmacy, November 1982-1996

Responsibilities: acting director in the absence of the director, managing daily functions within the department, delegates authority and responsibility to staff pharmacists, supervise non-professional subordinates in the department, maintain work schedules for the department, maintain inventory control, negotiates contracts for pharmaceuticals, coordinates the pharmacy's quality assurance program. coordinated the

Judith Ronshagen - Director of Patient Education and Provisioning

implementation of the pharmacy computer & maintains all dictionaries in the pharmacy system, assesses the appropriateness & impact of all software changes, pharmacy liaison with Information Service for all computer problems/decisions.

Mammoth Road Pharmacy, Manchester, New Hampshire
Part-time 1990-1992

Elliot Hospital, Manchester, New Hampshire
Staff Pharmacist (Senior) June 1977-November 1982

South Main Street Pharmacy, Manchester, New Hampshire
Part-time 1970-1987

State of New Hampshire. Concord, New Hampshire
Board of Pharmacy Institutional Inspector
Part-time 1979-1983

Catholic Medical Center (Sacred Heart Hospital), Manchester, NH
Staff Pharmacist (Senior) 1972-1977

Gosselin's Pharmacies, Manchester, New Hampshire 1970-1972

Catholic Medical Center (Notre Dame Hospital),
Manchester, New Hampshire 1969-1970

PHARMACIST LICENSURE:

New Hampshire 1970 by examination #1806
Massachusetts 1970 by examination #15375 (inactive)

MEMBERSHIPS AND OFFICES IN PROFESSIONAL ORGANIZATIONS:

New Hampshire Board of Pharmacy
Member, 1988-1993, 1983-1988
Vice President 1992-93
Secretary 1989-1992

American Pharmaceutical Association
Member, 1988-2012
Alternate Member, Nominating Committee, 1998

American Society of Healthsystems Pharmacists
Research and Education Foundation's Advisory Panel on Awards,
1988-89
Research and Education Foundation's Advisory Committee 1988-
89
Member, Board of Directors 1983-86
Board Liaison, Council on Organizational Affairs, 1985-86,
1984-85
Board Liaison, Council on Educational Affairs, 1983-84
Member, Council on Organizational Affairs, 1982-83, 1981-82
Member, Administrative SIG Advisory Group, 1982-83
Chairman, Committee on Nominations, 1980-81
Vice-Chairman, Committee on Nominations, 1979-80
Member, Committee on Nominations, 1978-79

Judith Ronshagen - Director of Patient Education and Provisioning

Delegate, House of Delegates 1984-86
 Delegate from New Hampshire, House of Delegates, 1977-83

Board of Pharmaceutical Specialties

Member, 1998-2000, 1995-97
 Nominating Committee, Member 1995
 Nominating Committee, Chair 1996

New England Council of Hospital Pharmacists

Facilities Chairman, Annual Meeting, Westborough, Ma, 2002
 President 2000-2001
 President-elect 1999-2000
 Chairman, Spring Seminar, Chelmsford, Ma, 1994
 Chairman, Fall Seminar, Portsmouth, N.H., 1993
 Chairman, Exhibit Program, Spring Seminar, Nashua, N.H., 1991
 Recording Secretary, 1990-91
 Chairman, Spring Seminar, Bedford, N.H., 1989
 Member, Awards Committee, 1988-89
 Chairman, Fall Seminar, Braintree, Ma, 1986
 Chairman, Fall Seminar, West-Springfield, Ma, 1983
 Member, Committee on Accreditation, 1982-83
 Acting Recording Secretary, September 1982-January 1983
 Chairman, Summer Seminar, Newport, R.I., 1982
 Registration Chairman, Spring Seminar, Hartford, Ct., 1982
 Chairman, Spring Seminar, Nashua, N.H., 1981
 Chairman, Finance Committee, 1979-80
 Registration Chairman, Spring Seminar, Hyannis, Ma, 1980
 Facilities Chairman, Spring Seminar, Bedford, N.H., 1979
 President, 1978-79
 Acting President, January 1978-June 1978
 President-elect, July 1977-January 1978
 Chairman, Fall Seminar, Bedford, N.H. 1977
 Delegate from New Hampshire 1976-

New Hampshire Society of Healthsystems Pharmacists

Chairman, Committee on Nominations, 1983-84, 82-83, 81-82,
 80-81
 Executive Committee, 1979-80, 78-79
 Member, Committee on Nominations, 1978-79
 President, 1977-78, 76-77
 Treasurer, 1975-76
 Secretary-Treasurer, 1974-75

Federation Internationale Pharmaceutique

Member, Hospital Pharmacy Section, 1979-1990

Massachusetts Society of Hospital Pharmacists

Member 1982-1986

New Hampshire Pharmacists Association

Executive Committee, 1983-84
 Board of Directors, Scholarship Committee, 1983-87
 Chairman, Hospital Pharmacy Section, Fall Meeting,
 Waterville, Valley, N.H., 1979, 1978

Judith Ronshagen - Director of Patient Education and Provisioning

New Hampshire Board of Pharmacy Continuing Education Advisory Council

Member, 1995-98, 92-95, 89-92, 86-89, 83-86, 81-83

Chairman, 1997-98, 96-97, 95-96, 94-95

Secretary, 1993-94, 92-93, 91-92, 90-91, 89-90, 88-89, 87-88, 82-83

National Association of Boards of Pharmacy

Member, 1979-93

New Hampshire Drug Utilization Board

Member, 1994-96, 92-94

Massachusetts College of Pharmacy Board of Trustees

Member, 2011-2014, 2008-2011, 2005-2008, 2002-2005, 1999-2002, 96-99, 93-96

Member, Executive Committee, 2011-2012, 10-11, 09-10, 08-09, 07-08, 06-07, 05-06, 04-05, 03-04, 02-03, 01-02, 00-01, 99-00, 98-99, 97-98, 96-97, 95-96

Member, Academic Affairs Committee 2011-2012

Chair, Education Committee, 2010-2011, 09-10, 08-09, 07-08, 06-07, 05-06, 04-05, 03-04, 02-03, 01-02, 00-01, 99-00, 98-99, 97-98, 96-97

Member, Awards Committee, 2010-2011, 09-10, 08-09, 07-08, 06-07, 05-06, 04-05, 03-04, 02-03, 01-02

Member, Trustees Candidate Screening committee, 2010-2011, 09-10, 08-09, 07-08, 06-07, 05-06, 04-05, 03-04, 02-03, 01-02

Member, Trustees Steering Committee 2010-2011, 09-10, 08-09, 07-08, 06-07, 05-06, 04-05, 03-04, 02-03, 01-02

Member, Education Committee, 1995-96, 94-95, 93-94

Member, Dean Search Committee 1994

Massachusetts College of Pharmacy Corporation

Member, 1987-

Massachusetts College of Pharmacy Alumni Association

Board of Director Emeritus, 2005-

Board of Directors, 1988-1995

Past-President, 1994-95

President, 1993-94

President-elect, 1992-93

First Vice-President, 1991-92

Member, 1983-87, 1979-83

Member, Membership Committee, 1982-83

Member, Committee on Nominations, 1982-83

Chairman, Committee on Nominations, 1981-82

Massachusetts College of Pharmacy Century Club

Member, 1975-

President, 1991-92

President-elect, 1990-91

Judith Ronshagen - Director of Patient Education and Provisioning

Massachusetts College of Pharmacy Alumni Association
New Hampshire Chapter
President, 1981-82
Chairman, Advisory Committee, 1983
Scholarship Committee, 1979-80, 1978-79

Roche Laboratories Hospital Advisory Board, 1993-96

Schein Pharmaceutical's "Voice of Pharmacy" Advisory Board, 1993-95

Merrill Dow Hospital Advisory Board, 1988

HOSPITAL COMMITTEES:

Member, Epic Inpatient Optimization Committee
Member, Epic Outpatient Optimization Committee
Member, Physician Order Entry Team
Member, Patient Safety Committee 2010-2012
Member, EpicRx Implementation Team
Member, Executive Core Steering Committee for the Anthem Medication Project
Member, Information Security Council Committee, 2000-2005
Member, Hospice Committee, 1990-96
Member, Elliot Home Therapeutics, 1990-95
Member, Professional Relations Committee, 1990-96
Vice-Chair, Nursing-Pharmacy Committee, Elliot Hospital, 1985-95
Member, Oncology team, Elliot Hospital, 1978-86
Member, Cardiac team, Elliot Hospital, 1977-86
Member, Diabetic team, Elliot Hospital, 1977-86
Member, Hyperalimentation Committee, Elliot Hospital, 1978-83
Member, Project Committee, Sacred Heart Hospital, 1972-76
Member, Infection Control Committee, CMC, 1976-77
Member, Blood Drive Committee, Sacred Heart Hospital, 1972-76
Member, Candy Striper Program, Sacred Heart Hospital, 1973-76

CIVIC:

American Cancer Society, New Hampshire Division, Inc.
Pharmacy coordinator, Daffodil Days, 2011, 10, 09, 09, 07, 06, 05, 04, 03, 02, 01, 00, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87
Member, Board of Directors, Hillsborough North Unit, 1982
Member, Professional Education Committee, 1982

Health Education Consortium, Inc.

Member, Education Advisory Committee, 1982-86
Planning Committee, Diabetes Seminar, 1983

Diabetic Screening, Health Fair, New Hampshire Plaza, March 1982

Lecturer, N.H. Diabetes Association, 1981

Diabetic Screening, Medi-Fair, Mall of New Hampshire, November 1980

Judith Ronshagen - Director of Patient Education and Provisioning

Chairman, Pharmacy Division, N.H. Heart Fund, 1972-73, 71-72

HONORS:

Massachusetts College of Pharmacy & Health Sciences "College Medal" Recipient 2007

"Who's Who of American Women" 2002 Edition

"Who's Who in Medicine and Healthcare" 1998 & 2000 Edition

"Who's Who in America" 2000 Edition

New England Hospital Assembly, "Award for Educational Excellence", 1986

New Hampshire Pharmacists Association, "Pharmacist of the Year", 1985

Massachusetts College of Pharmacy, "Alumni Achievement Award", 1983

New England Council of Hospital Pharmacists, "Outstanding Program Chairman of the Year", 1993, 1989, 1983, 1981

New Hampshire Society of Hospital Pharmacists, "Hospital Pharmacist of the Year", 1981

"Outstanding Young Women of America" 1981 Edition

E.R.Squibb & Sons Past President Award, 1978

PUBLICATIONS:

Journal of Research in Pharmaceutical Economics, vol 1 #2, 1989

"Applications of Cost Containment Strategies in the Small Community Hospital"

REFERENCES:

EVIDENCE OF CAPITAL
(Exhibit 4.1)

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

Corporation Name: Alternative Therapies Group, Inc.

Application # (if more than one): _____

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

Attach one-page bank statement.

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

Date: N/A

Name of the Corporation: N/A

Name of CEO/Executive Director of the Corporation: N/A

Name of Account Holder: N/A

This Letter of Commitment is to ensure access to the required liquid capital to support the operations of [NAME OF CORPORATION] if so approved by the Department of Public Health. The total required capital needed for this application equals \$__ N/A _____.

As Chief Executive Officer/Executive Director or President of the Board of Directors of [NAME OF CORPORATION], I affirm that these funds will remain in [ACCOUNT #] with [FINANCIAL INSTITUTION NAME] for the sole purpose of supporting the operations of the Corporation. Exhibit 4.1 of this application includes a one-page copy of the bank statement referenced here.

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

Print Name __ N/A _____

Date: __ N/A _____

Notary Public

On this (insert date) day of (insert month), 20__, before me, the undersigned notary public, personally appeared (insert name of document signer), proved to me through satisfactory evidence of identification, which were (insert type of ID presented), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (insert he/she/they) signed it voluntarily for its stated purpose.

If applicable, add:

- (as partner for (insert name of partnership), a partnership)
- (as (title) for (name of corporation), a corporation)
- (as attorney in fact for (name of principal), the principal)
- (as (title) for (name of entity/person), (a) (the) (type/description))

Signature of Notary Public



ORIGINAL



Bank of America
Customer Service & Support
P.O. Box 25118
Tampa, FL 33622

November 14, 2013

ALTERNATIVE THERAPIES GROUP, INC.
44 MERRIMAC ST
NEWBURYPORT MA 01950

Re:

For the sponsorship of

To CHISTOPHER EDWARDS

Thank you for your recent request for information regarding the status of your deposit accounts at Bank of America, N.A. Our records indicate the following status on your account(s):

<u>TYPE OF ACCOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>CURRENT BALANCE</u>	<u>AVERAGE BALANCE</u>	<u>DATE OPENED</u>
[REDACTED]	[REDACTED]	530,022.89 21,003.55	[REDACTED]	[REDACTED]



Sincerely,

Bank of America
Customer Service & Support
1.800.862.1111 - Model Ref:

Our response is commensurate with the purpose and amount of your inquiry. The information provided is strictly confidential and intended for use solely by the requesting party and in reliance on your statement of intended purpose or use. The information is furnished as a matter of courtesy without a duty to do so and without responsibility, liability or warranty, express or implied, on the part of Bank of America to you or any third party. Information is obtained from electronic data sources, which may not contain all information in Bank of America's possession. Information is not guaranteed to be accurate and may be a matter of opinion. We do not accept any responsibility for errors, omissions or alterations after delivery. The information is constantly changing and therefore subject to change without notice. Bank of America will not update this response unless another written inquiry is received. This information applies to the name of the subject of the inquiry as styled in your request and does not include any indirect or related accounts or obligations, unless expressly specified in our response. Bank of America encourages you to contact more than one credit reference prior to making any credit decision. If you received this response by FAX, and you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of the information contained in this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the message to us by mail.

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: Alternative Therapies Group, 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	Fernando Diaz	76 Allerton Rd Milton, MA 02186	\$50,000 7.67%	Cash	N/A	15% interest rate, interest to accrue until the dispensary opens for business at which time accrued interest will be capitalized and interest payment will commence exactly six months from that date based on the post capitalization principle amount.
2	Susan Edwards	300 River Road, Suite 210 Manchester, NH 03104	\$100,000 15.34%	Cash	N/A	15% interest rate, interest to accrue until the dispensary opens for business at which time accrued interest will be capitalized and interest payment will commence exactly six months from that date based on the post capitalization principle amount.
3	Joseph Jose	811 Wentwood Dr Southlake, TX 76092	\$50,000 7.67%	Cash	N/A	15% interest rate, interest to accrue until the dispensary opens for business at which time accrued interest will be capitalized and interest payment will commence exactly six months from that date based on the post capitalization principle amount.

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4	Daniel Talbot	15 Maple Street Amesbury, MA 01913	\$100,000 15.34%	Cash	N/A	15% interest rate, interest to accrue until the dispensary opens for business at which time accrued interest will be capitalized and interest payment will commence exactly six months from that date based on the post capitalization principle amount.
5	Kimberlianne Taylor	239 Melrose Street Melrose, MA 02176	\$50,000 7.67%	Cash	N/A	15% interest rate, interest to accrue until the dispensary opens for business at which time accrued interest will be capitalized and interest payment will commence exactly six months from that date based on the post capitalization principle amount.
6	Julio Fuentes	28 Kent Street Newburyport, MA 01950	\$151,000 23.16%	Cash	Co-founder: Chief Financial Officer	15% interest rate, interest to accrue until the dispensary opens for business at which time accrued interest will be capitalized and interest payment will commence exactly six months from that date based on the post capitalization principle amount.
7	Christopher Edwards	3 Melvin Court Newburyport, MA 01950	\$151,000 23.16%	Cash	Co-founder: Executive Director	15% interest rate, interest to accrue until the dispensary opens for business at which time accrued interest will be capitalized and interest payment will commence exactly six months from that date based on the post capitalization principle amount.

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)
----------------------------------	------------------	---	---	----------------------------------	--------------------------------

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1	N/A	CEO/ED: President/Chair: Treasurer: Clerk/Secretary:	\$ %			
2	N/A	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: Alternative Therapies Group, Inc. Application # (if more than one):

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$10,000	Site drawings and construction plans
2	Environmental survey	0	Not necessary for chosen site
3	Permits and Fees	\$9,721	DPH design fees and local build-out, electrical, plumbing and gas, misc.
4	Security assessment	\$5,000	Cost to assess and design a DPH compliant video surveillance and monitoring systems
5	Land/building cost	\$47,208	ATG will be leasing both the dispensary and cultivation sites. These are rent and CAM charges during the planning and development stage
6	Site clean-up and preparation	\$0	Minimal. The EMT will handle this at no cost to ATG
7	Other- describe	\$0	
8	_____	\$0	
9	_____	\$0	
	Build-out Costs		
1	Construction expenses	\$240,000	\$50k for dispensary build-out (immediately) and \$190k in build-out costs associated with the cultivation site (expected over 3 years)
2	Painting and finishes	\$50,000	ATG anticipates \$50,000 for paint and finishes at the dispensary. No paint or finishes are expected at the cultivation site
3	Security system	\$95,000	For equipment, design, and implementation of a DPH compliant video surveillance and monitoring systems

4	Landscape work	\$0	Landscape work is included in the monthly common area maintenance charge (CAM), above
5	Parking facility	\$0	Adequate parking at both sites
6	Other- Electrical (Cultivation grow rooms)	\$105,000	ATG anticipates \$100k in electrical costs associated with the cultivation site (expected over 3 years). \$5000 for the dispensary (immediately)
7	_____	\$	
8	_____	\$	
9	_____	\$	
	Equipment Costs		
1	Vehicles and transportation	\$5,000	Initial down payment to lease a nondescript van and constructing a secure storage compartment within it to transport product
2	Cultivation equipment	\$215,500	\$215,500 in cultivation equipment costs (over 3 years)
3	Furniture and storage needs	\$25,000	ATG anticipates approximately \$25k in furniture and storage needs in the first 3 years of operation
4	Computer equipment	\$25,000	ATG anticipates approximately \$25k in computer equipment and software needs in the first 3 years of operation
5	HVAC	\$215,000	\$215000 in HVAC cost (over the first 3 years)
6	Kitchen/food prep equipment	\$20,000	Approximately \$20k to acquire and install appliances
7	Other Cultivation Equipment: Laboratory Equipment for Testing	\$20,000	\$20k in laboratory testing equipment including a chromatography machine to test the various compound levels in the various strains of medicine.
8	Other Cultivation Equipment: Trimming machine	\$10,000	\$10k for one trimming machine which will facilitate the process of bringing medicine to market.
9	_____	\$	
	Total:	\$1,097,429	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

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

Corporation Name: Alternative Therapies Group, Inc. Application # (if more than one): _____
 Budget Period: 8-1-2014 to 7-31-2015
 Projected Number of Patients: 1526 and Number of Visits: 22,512

			Year ONE Budget	Budget Notes ^[i]
REVENUE				
1	Medical Marijuana sales		\$3,537,064	Represent 100% of Medical Marijuana sales including MIPS (10% of MM sales), along with 20% of patients receiving some level of discounted product averaging 45% discounts
2	Other supplies sold		\$76,301	Assumes that 25% of ATG patients purchase a vaporizer from ATG at ATG's average cost per vaporizer (\$200)
3				
A	TOTAL REVENUE:		\$3,613,365	Includes the total of lines 1&2 above
PAYROLL EXPENSES				
	Personnel Category	# FTE		
1	Executive Management Team[ii]	5.00	\$530,000	The entire EMT has agreed to reduced first year salaries that will ramp with revenue in years 2 and 3
2	Dispensary Management	1.25	\$83,438	Dispensary management has agreed to reduced first year salaries that will ramp with revenue in years 2 and 3
3	Dispensary Staff	4.00	\$105,417	Start the year at 2 FTE's and grows to 4 FTE's on the last month of the year
4	Dispensary Security	2.00	\$80,000	ATG intends to outsource this service
5	Cultivation Management	1.00	\$106,250	Cultivation management has agreed to reduced first year salaries that will ramp with revenue in years 2 and 3
6	Cultivation Staff	4.50	\$146,319	Start the year at 2 FTE's and grows to 4.5 FTE's
B	TOTAL SALARIES		\$1,051,423	
C	Fringe Rate and Total	26%	\$273,370	
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$1,324,793	
OTHER EXPENSES				
1	Consultants		\$-	N/A

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2	Equipment		\$-	These costs are also included in 4.3 and ATG expects to capitalize these costs
3	Supplies		\$149,118	Soils, seeds, amendments, lab testing and packaging materials
4	Office Expenses		\$12,000	office supplies and software
5	Utilities		\$176,853	Electricity assumed to be 4.5% of revenue and water 0.5% of revenue
6	Insurance		\$78,683	D&O, WC, GL, product liability and property insurance
7	Interest		\$181,600	Expensed
8	Depreciation/Amortization		\$91,788	On site build-outs and equipment
9	Leasehold Expenses		\$201,032	Rents at the dispensary and cultivation sites, common area maintenance charges, and real estate taxes
10	Bad Debt		\$-	ATG anticipates that this will be a cash/credit card business
11	Professional Services		\$113,500	Legal, Accounting, and Government Relations
12	DPH Licensing Fee		\$50,000	Paid annually
13	Community Benefits Agreements		\$100,000	Paid Semi-annually
14	Sales Taxes		\$208,062	Massachusetts sales taxes at 6.25% of revenue
E	TOTAL OTHER EXPENSES		\$1,362,638	
	TOTAL EXPENSES: (D+E)		\$2,687,431	
	DIFFERENCE		\$925,933	

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THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

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

Corporation Name: Alternative Therapies Group, Inc. Application # (if more than one): _____

Fiscal Year Time Period: August 1st-July 31st Projected Start Date for the First Full Fiscal Year: August 1, 2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2014	SECOND FULL FISCAL YEAR PROJECTIONS 2015	THIRD FULL FISCAL YEAR PROJECTIONS 2016
Projected Revenue	\$ 3,613,365	\$ 8,304,838	\$ 11,507,013
Projected Expenses	\$ 2,941,805	\$ 4,738,921	\$ 5,058,756
TOTAL :	\$ 671,560	\$ 3,565,917	\$ 6,448,258
Number of Patients	1,526	2,992	3,678
Number of Patient Visits	22,512	55,685	75,769
Projected % of growth rate annually	n/a	96%	23%
Total FTE in staffing	17.75	24.08	28.90
Projected Medical Marijuana Inventory (LBs)	53	91	103

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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: Alternative Therapies Group, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
50 Grove Street Salem, MA 01970	Essex County	A legally enforceable lease contingent on ATG qualifying for registration as a RMD



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LEASE

50 GROVE STREET REAL ESTATE LLC

AND

ALTERNATIVE THERAPIES GROUP INC.

PREPARED BY:

RONAN, SEGAL & HARRINGTON
59 Federal Street
Salem, MA 01970
978-744-0350

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LEASE AGREEMENT

THIS LEASE made and entered into as of the ___ day of _____, 2013, by and between 50 GROVE STREET REAL ESTATE LLC, a Massachusetts limited liability company, having a mailing address of 7 Rantoul Street, Suite 100B, Beverly, Essex County, Massachusetts, hereinafter called the "Landlord", and ALTERNATIVE THERAPIES GROUP INC., a Massachusetts corporation having a mailing address of 44 Merrimac Street, Newburyport, Essex County, Massachusetts, hereinafter called the "Tenant".

WITNESSETH:

ARTICLE I

Premises

In consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, approximately 4,000 square feet of ground floor space in Building Number 2 situated at and known as 50 Grove Street, Salem, Essex County, Massachusetts, (hereinafter referred to as the "Building") said space to be hereinafter referred to as the "Leased Premises".

ARTICLE II

Term

2.1 **Initial Term.** The initial term ("Lease Term") of this Lease shall be for five (5) years (plus the partial month, if any) commencing on the earlier of the following dates: (a) February 1, 2014, or (b) the date on which Tenant shall open the Leased Premises for business to the public (the "Term Commencement Date").

As soon as may be convenient after the date has been determined on which the Term commences as aforesaid, Landlord and Tenant agree to join with each other in the execution of a

written Declaration, in the form of Schedule 2.1, in which the date on which the Term commences as aforesaid and the Term of this Lease shall be stated. If Tenant fails to execute such Declaration, the Commencement Date and Lease Term shall be as reasonably determined by Landlord in accordance with the terms of this Lease.

2.2 Definition of Lease Year. "Lease Year" shall mean for a period of twelve (12) consecutive calendar months, the first Lease Year commencing as of Term Commencement Date. Thereafter, "Lease Year" shall mean each successive twelve (12) month period following the expiration of the first Lease Year, except that in the event of the termination of this Lease on any day other than the last day of a Lease Year, then the last Lease Year shall be the period from the end of the preceding Lease Year to such date of termination.

2.3 Extension Option. Provided this Lease shall not be in default, the term hereof may be extended for one (1) additional term for five (5) years at Tenant's option by notice delivered to Landlord not earlier than twelve (12) months nor later than nine (9) months prior to the expiration of the Term. Upon the giving of such notice, this Lease and the Term hereof shall be extended, for the option period, without the necessity for the execution of any additional documents (except that Landlord and Tenant agree and enter into an instrument in writing setting forth the fixed rent); and in such event all references herein to the Term or the term of this Lease shall be construed as referring to the Term, as so extended, unless the context clearly otherwise requires. Notwithstanding anything herein contained to the contrary, in no event shall the Lease Term hereof be extended for more than five (5) years after the expiration of the Original Term hereof.

Such extension shall be upon the terms, covenants and conditions as provided in the Lease for the initial term except as to rent.

2.4 Annual Fixed Rent. For each Lease Year of this Lease, Tenant covenants and agrees to pay to Landlord at 7 Rantoul Street, Suite 100B, Beverly, Massachusetts 01915, or to such

other person or entity and at such other place as Landlord may by notice in writing to Tenant from time to time direct, for and throughout each Lease Year of this Lease, without prior demand or deduction of any nature whatsoever, an annual fixed rental (hereinafter sometimes referred to as the "minimum" rent) in the amount of Fifty Two Thousand and NO/100 (\$52,000.00) Dollars in monthly installments of Four Thousand Three Hundred Thirty Three and 33/100 (\$4,333.33) Dollars as set forth in this Lease. For and throughout each year of the Option Term, Tenant agrees to pay Landlord an annual fixed rate of Sixty Thousand and NO/100 (\$60,000.00) Dollars in monthly installments of Five Thousand and NO/100 (\$5,000.00) Dollars.

A. All payments due hereunder shall be payable in advance on the 1st day of each and every month, in addition to the above all the other sums and all other Additional Rents.

B. Real Estate Tax.

1. Tenant covenants and agrees to pay to Landlord as part of its annual rent and as additional rent, Tenant's "proportionate share" of the Building real estate tax assessed by the City of Salem.

2. Tenant's "proportionate share" shall mean sixteen and one-half percent (16.5%). In the event that the as-built square foot area of the Premises should vary from the foregoing, then the proportionate share shall be appropriately adjusted. Such real estate taxes shall be estimated and paid monthly based upon the previous year's taxes, and upon receipt of the actual tax bill. Landlord shall be due the deficiency, if any, between the actual amount paid and the amount due under the bill. The initial monthly amount, until adjusted as provided herein is \$475.00. If Landlord shall obtain an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to Tenant.

3. The term "real estate taxes" shall mean all ad valorem taxes and betterment

assessments, taxes on gross rents and other taxes imposed or assessed by any public authority having jurisdiction upon the real estate with respect to which they are assessed, but shall not mean any form of income tax assessed upon Landlord.

ARTICLE III

Security Deposit; Guarantors

3.1 Security Deposit. Tenant agrees to pay Landlord the sum of Thirteen Thousand and NO /100 (\$13,000.00) Dollars as security for Tenant's performance hereunder.

3.2 Guarantors. Intentionally Deleted

ARTICLE IV

Common Areas

4.1 Operation and Maintenance of Common Areas.

A. Landlord shall cause to be operated and maintained during the term of this Lease the common areas represented by the land comprising the assessed lot on which the Building is located. The manner in which such areas and facilities shall be operated and maintained, and the expenditures therefor, shall be at the discretion of Landlord and the use of such areas and facilities shall be subject to such reasonable rules and regulations as Landlord shall make from time to time.

B. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area, to discourage non-customer parking, to use areas for attendant or valet parking, and may do such other acts in and to the common areas as in its judgment may be desirable, provided that in the exercise of such rights, Landlord shall use all reasonable efforts to cause minimal interference with Tenant's use of the Premises.

4.2 Common Areas Defined. The term "common areas" as used in this Lease shall mean parking areas, roadways, pedestrian sidewalks and walkways, if any, pedestrian plazas, pedestrian

passage areas, driveways, public transportation loading and unloading facilities, truckways, retaining walls, loading docks, delivery areas, landscaped areas, stairs, and ramps not contained within any leased premises, service areas, service and fire and exit corridors, passageways and other areas, amenities, decorations, facilities and improvements provided by Landlord.

4.3 Parking

Tenant shall reasonably share in common with other Tenant's, all non reserved exclusive parking spaces. Landlord may from time to time designate a particular portion of the parking areas or offsite parking areas for use by Tenant and its employees. If Landlord makes such a designation, Tenant and its employees shall park their vehicles in those portions of the parking areas so designated by Landlord.

4.4 Use of Common Areas

The use and occupancy by Tenant of the Premises shall include the use of the common areas in common with Landlord and with all others for whose convenience and use the common areas have been or may hereafter be provided by Landlord including use by Tenants of Landlord's separately owned adjacent buildings; subject, however, to rules and regulations for the use thereof as prescribed from time to time by Landlord. In no event, however, shall Tenant, its agents or employees use the common areas for the display, promotion or sale of merchandise.

4.5 Common Expense Payment.

A. Tenant covenants and agrees to pay to Landlord as part of its annual rent and as additional rent, Tenant's "proportionate share" of expenses payable in equal monthly installments. Tenant's "proportionate share" shall mean sixteen and one-half percent (16.5%) and the initial monthly amount until adjusted is \$150.00. In the event that the as-built square foot area of the Premises should vary from the foregoing, then the proportionate share shall be appropriately adjusted.

B. The term "common expenses" as used in this Lease shall include, without intending to limit the same, common area maintenance, snow plowing, lighting, policing and control, landscaping maintenance, and property and liability insurance premiums, and common Building utility charges, including without intending to limit the same water sewer charges and sprinkler maintenance expenses.

ARTICLE V

Permitted Use

Tenant will use the Leased Premises only for the purposes of conducting its business as a registered marijuana dispensary, licensed by the Commonwealth of Massachusetts.

ARTICLE VI

Tenant's Additional Covenants

6.1 Affirmative Covenants. Tenant covenants and agrees, at Tenant's sole cost and expense, at all times during the lease term and such further time as Tenant occupies the Leased Premises or any part thereof as follows:

6.1.1 Use. To use the Leased Premises only for the permitted use as set forth in Article V hereof.

6.1.2 Conduct of Business. To conduct business at all times in an appropriate manner.

6.1.3 Trash. To comply with all governmental rules and regulations relating to storage and disposal of refuse; to store all trash and refuse within the Leased Premises and to attend to the periodic (at least weekly) disposal thereof; to keep all drains inside the Leased Premises clean. A dumpster shall be provided by Tenant at its sole cost and the dumpster size and location shall be determined by Landlord in its sole discretion.

6.1.4 Maintenance. Tenant shall maintain the Leased Premises, reasonable wear and tear and damage by fire or other casualty excepted. Tenant shall maintain, repair and replace, as

necessary, all mechanical and utility systems, including plumbing, electrical, heating, ventilation and air conditioning system which are exclusive to the Premises, so as to keep them in good and safe operating condition in all respects. Tenant shall keep the sidewalks, curbs, entrances, and passageways in the areas fronting Tenant Premises in a clean and orderly condition, free from snow, ice, rubbish and obstructions. It is the intent hereof that the maintenance and repair of the Premises described above shall be the sole obligation of and at the sole cost and expense of Tenant, and in the event that Landlord shall reasonably determine that necessary maintenance and repair has not been completed by Tenant, after reasonable written notice thereof, Landlord may complete such maintenance and repair and the cost and expense therefore shall be payable by Tenant as Additional Rent. Notwithstanding the provisions of this Paragraph 6.1.4, Landlord shall maintain at its sole cost the Building structure, parking and landscaping, and integrated utility systems.

6.1.5 Condition of Premises. Tenant acknowledges that upon occupation the Leased Premises have been inspected and found to be in satisfactory condition, and that Tenant accepts the Leased Premises in an "as is" condition without reliance upon any warranties or representations by Landlord of any kind or nature.

6.1.6 Compliance with Law. Tenant acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy, or offensive, or contrary to any law or any municipal by-law in force in the City of Salem and the Commonwealth of Massachusetts, and that Landlord has made no warranties or representations with respect to Tenant's intended use of the Leased Premises. Tenant agrees to make all repairs, alterations, additions or replacements to the Leased Premises required to comply with the requirements (herein called "Legal Requirements") of every applicable statute, law, ordinance, regulation or order at the commencement of the term hereof or hereafter enacted or made by any

State, or municipality or their public body, department, bureau, office or authority, because of the Tenant's use or occupation of the Leased Premises; and to keep the Leased Premises equipped with all safety appliances so required for any such use and to comply to Legal Requirements; to pay all municipal, county or state taxes assessed against the leasehold interest hereunder or personal property of any kind owned by or placed in or upon the Leased Premises by Tenant; and to comply with the orders and regulations of all state and municipal governmental authorities including without intending to limit the same regulations of the Massachusetts Department of Public Health.

6.1.7 Payment for Tenant's Work. To pay promptly when due the entire cost of any alterations or improvements in the Leased Premises undertaken by Tenant and to bond against or discharge any liens for labor or materials within ten (10) days after requested by Landlord; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of first quality and complying with all governmental requirements; and to provide Landlord with evidence of appropriate insurance, including but not limited to worker's compensation insurance and liability insurance, during any alteration or improvements in the Leased Premises undertaken by Tenant.

6.1.8 Indemnity. To save harmless and indemnify Landlord from and against any and all liability, costs and expenses for damages, losses, injuries, or death to persons or losses to property (unless arising from any omission, fault, negligence or other misconduct of Landlord), which may be imposed upon or incurred or asserted against Landlord arising out of the use or occupancy of the Leased Premises or any part or parts thereof by Tenant or others or from Tenant's failure to keep or cause to be kept the Leased Premises in good order, condition and repair.

6.1.9 Insurance. Tenant shall maintain with respect to its business at the Premises comprehensive public liability insurance in the amount of Two Million and NO/100 (\$2,000,000.00) Dollars and property damage insurance for Tenant's business assets in the amount

of Five Hundred Thousand and NO/100 (\$500,000.00) Dollars. The amount of comprehensive public liability insurance shall be reviewed every five (5) years during the term hereof and a reasonable increase in coverage consistent with similar properties shall be made in accordance with the agreement of Landlord and Tenant. All such insurance shall be with responsible companies qualified to do business in Massachusetts and in good standing therein. Tenant shall deposit with Landlord a certificate for such insurance at or prior to the Term Commencement Date, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates provided by Tenant shall name Landlord and Goldberg Properties Management, Inc. as additional insureds and shall provide that such policies shall not be canceled without at least ten (10) days' prior written notice to each assured named therein.

Tenant shall further maintain in responsible companies qualified to do business in the Commonwealth of Massachusetts and in good standing therein fire insurance with extended coverage endorsement covering all of Tenant's fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises.

6.1.10 Landlord's Right to Enter. Subject to regulations of the Massachusetts Department of Public Health, Tenant shall permit Landlord and his agents, after at least twenty-four (24) hours prior notice to Tenant (except in the event of an emergency), to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers, lenders and tenants, provided that Landlord does not thereby unreasonably interfere with the conduct by Tenant of Tenant's business in the Leased Premises.

6.1.11 Surrender. At the expiration of the lease term or earlier termination of this Lease, Tenant shall remove all trade materials, equipment and property of any other nature including without intending to limit the same, any vaults or security installations installed by Tenant and remove all of Tenant's signs, wherever located, and surrender all keys to the Leased Premises and

yield up the Leased Premises broom clean and in the same good order, condition and repair in which Tenant is obliged to keep and maintain the Leased Premises, reasonable wear and tear excepted. Landlord shall have the right to treat any property not so removed as abandoned or to store the same in a public warehouse at Tenant's expense, and Tenant shall pay Landlord the entire cost and expense incurred by Landlord in effecting such removal and in making any incidental repairs to the Leased Premises made necessary by reason of such removal.

6.1.12 Utility Service. Tenant agrees to pay all separately metered electric, gas, water and sewer charge, and telephone and data charges for service used or consumed in or upon the Leased Premises and Landlord shall have no responsibility to Tenant with respect to furnishing such services.

6.1.13 Sprinkler System. There is now installed in the building a "sprinkler system" which the Tenant agrees to maintain. However, if such system or any of its appliances shall be damaged or injured or not in proper working order by reason of any act of Tenant, Tenant's agents, servants, employees or visitors, Tenant shall forthwith restore the same to good working condition; and if the Board of Fire Underwriters of the New England Insurance Rating Association or any Bureau, Department or official of the State or City government requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of paint on the heads, Tenant's business, the location of partitions, trade fixtures, or other contents of the demised premises, or if any such changes, modifications, alterations, additional sprinkler heads or other equipment become necessary to prevent the imposition of a penalty or charge against the full allowance of a sprinkler system in the fire insurance rate as fixed by said Association, or by any Fire Insurance Company, Tenant shall, at Tenant's expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment.

6.1.14 Additional Covenants. Tenant will provide on site security including cameras in

compliance with Massachusetts Department of Public Health regulations and shall use its best efforts to provide that patients arrive and leave the Premises promptly without loitering outside the building.

6.2 Negative Covenants. Tenant covenants and agrees at all times during the lease term and such further time as Tenant occupies the Leased Premises or any part thereof as follows:

6.2.1 Assignment, Subletting, Etc. Tenant shall not assign, transfer, mortgage, or pledge this Lease, or sublease (which term shall be deemed to include the granting of concessions and licenses and the like) all or any part of the Leased Premises without the prior written permission of the Landlord which permission shall not be unreasonably withheld or delayed; provided, however, that it is expressly understood that notwithstanding such consent, the Tenant shall remain liable for the payment of rent and other obligations under this Lease.

In the case of any assignment or subleasing as to which Landlord may consent, such consent shall be upon the express and further condition, covenant and agreement, and Tenant hereby covenants and agrees that, in addition to the Annual Fixed Rent, Additional Rent and other charges paid pursuant to this Lease, fifty (50%) percent of the "Assignment/Sublease Profits" (hereinafter defined), if any, shall be paid to Landlord. The "Assignment/Sublease Profits" shall be the excess, if any, of (a) the "Assignment/Sublease Net Revenues," as hereinafter defined, over (b) the Annual Fixed Rent and Additional Rent and other charges provided in this Lease (provided, however, that for the purpose of calculating the Assignment/Sublease Profits in the case of a sublease, appropriate portions in the applicable Annual Fixed Rent, Additional Rent and other charges under this Lease shall be made based on the percentage of the Premises subleased and on the terms of the sublease). The "Assignment/Sublease Net Revenues" shall be the fixed rent, Additional Rent and all other charges and sums payable either initially or over the term of the sublease or assignment plus all other profits and increases to be derived by Tenant as a result of such subletting or assignment (the

definition of which shall be limited to brokerage commissions and alteration allowances, in each case actually paid), as set forth in a statement certified by an appropriate officer of Tenant and deliver to Landlord within thirty (30) days of the full execution of the sublease or assignment document, amortized over the term of the sublease or assignment.

6.2.2 Overloading, Nuisance, Etc. Tenant shall not injure, overload, deface or otherwise harm the Leased Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor make any use of the Leased Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of Landlord's insurance; nor use any advertising medium which may constitute a nuisance, such as loud speakers, sound amplifiers, phonograph or radio or television broadcasts, in a manner to be heard outside the Leased Premises; nor conduct any auction, fire, "going out of business" or bankruptcy sales; nor sell nor display merchandise nor store nor dispose of trash or refuse on the Leased Premises, nor otherwise obstruct driveways, walks, parking areas and other common areas of the Building, except as herein expressly authorized; nor park trucks or delivery vehicles outside the Leased Premises so as to interfere unreasonably with the use of any driveways, walks, or entrances.

6.2.3 Hazardous Material. The Tenant shall not store flammable or explosive materials in the Leased Premises except those used in the ordinary course of business. Tenant shall not store, handle, transport, process or use hazardous materials on the Leased Premises within the meaning of M.G.L. Chapter 21E.

Tenant agrees that in the event its operation includes the discharge into Landlord's sewer system of any waste products, corrosive materials or chemicals of any kind other than ordinary sanitary waste it will install the equipment necessary for the pretreatment of such discharge, and will in its installation and use of such equipment conform to all requirements of any Municipal, State or Federal agency having jurisdiction over same, and will hold Landlord harmless

and indemnified against any and all loss, claims, damages or expense arising from or occasioned by such installation, discharge or operation, it being agreed that Tenant will protect from Damage Landlord's sewer system and all piping leading thereto.

6.2.4 Tenant Build Out, Installation, Alteration or Additions. Tenant shall build out the Premises to its specifications and shall not make any alterations, installations (other than trade fixtures) or additions, nor permit the painting or placing of any exterior signs, placards, advertising media, awnings, aerials, antennas or flagpoles, or the like, without on each occasion obtaining the prior approval of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall use only licensed and insured contractors.

ARTICLE VII

Tenant's Personal Property

Tenant agrees that all of Tenant's furnishings, fixtures, equipment, effects and property of every kind, nature and description and of all persons claiming by, through or under Tenant, which during the continuance of this Lease or any occupancy of the Leased Premises by Tenant or anyone claiming under Tenant, may be on the Leased Premises or elsewhere in the Building, shall be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, water, or other casualty, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss is to be charged to or be borne by Landlord except to the extent to which the provisions of this Article VII are illegal or caused by the negligence or carelessness of Landlord or are subject to the provisions of Article VIII below.

ARTICLE VIII

Right to Enter

Tenant covenants and agrees that subject to regulations of the Massachusetts Department of Public Health Tenant will permit Landlord and Landlord's agents, upon at least twenty-four (24)

hours prior notice (except in the event of an emergency), to enter the Leased Premises without charge or reduction in rent to make such repairs, improvements, alterations or additions as may be required in order to comply with the requirements of this Lease or of any public authority having jurisdiction, or to facilitate making repairs or improvements to any other part of the Building, or to make repairs which Tenant may have failed promptly to make pursuant to Tenant's covenants hereunder, or to construct, install, repair or replace in the Leased Premises or the approaches thereto, any utility or waste line or pipe or any agency for the transmission through the premises of electricity, water, gas, or power of any kind, and for any of such purposes, to use or occupy such portion of the Leased Premises as may be necessary therefor, or to make such repairs, improvements, alterations or additions as Landlord may elect to make; provided, however, that Landlord shall not thereby unreasonably interfere with the conduct by Tenant of its business on the Leased Premises. Landlord shall use his best efforts to have any such repairs or improvements made outside the regular working hours of the Tenant.

ARTICLE IX

Casualty or Eminent Domain Taking

9.1 Landlord to Repair or Rebuild. If any part of the Leased Premises or the property of which it is a part or common area shall be taken or destroyed so as to substantially interfere with Tenant's business use after the execution hereof, then this Lease and the term and any extension hereby demised, shall terminate, unless Landlord elects to restore the Leased Premises and commence such restoration within sixty (60) days after such casualty and diligently pursues the same to completion, so long as the completion of the restoration does not exceed a four (4) month period. In that event, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the injury sustained, shall be suspended or abated until the Premises, property or common area or, in the case of such taking, what may remain thereof, shall have been put by Landlord in

proper condition for suitable use and occupancy by Tenant.

9.2 Landlord Reserves Award. Landlord reserves and excepts all rights to awards for damages to the Leased Premises and the leasehold hereby created now accrued or hereafter accruing (not including awards for damages to Tenant's trade fixtures or equipment or other property which Tenant is entitled to remove upon termination of this Lease) by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation, Tenant hereby grants to Landlord, all of Tenant's rights to such awards and covenants to execute and deliver such further instruments or assignment thereof as Landlord may from time to time request. It is agreed and understood, however, that Landlord does not reserve and Tenant does not hereby assign or agree to assign to Landlord any damages payable by reason of any costs or loss to which Tenant might be put in removing Tenant's merchandise, furniture trade fixtures and equipment, or any separate award which may be made for Tenant's relocation expense, or any separate award for the interruption of Tenant's business, provided that the same shall not reduce the damages or award which would otherwise be recoverable by Landlord as a result of such eminent domain proceedings or acts lawfully done in pursuance of any public or other authority.

ARTICLE X

Defaults

10.1 Events of Default. In the event that:

A. Tenant shall default in the performance of any of Tenant's obligations to pay any installments of Minimum Rent or Additional Rent hereunder; or

B. If within thirty (30) days or such shorter or longer period as may be required because of the nature of such default, after written notice from Landlord to Tenant specifying any other default or defaults of Tenant, Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such

correction to completion; or

C. If any assignment shall be made by Tenant for the benefit of creditors; or

D. If Tenant's leasehold shall be taken on execution; or

E. If a petition is filed by or against Tenant for adjudication as a bankrupt, or for reorganization or for an arrangement under any provision of the Bankruptcy Act and such petition is not dismissed within sixty (60) days thereafter; or

F. If Tenant fails to commence tenancy in accordance with the provisions of Article II of this Lease,

then and in any of such cases, Landlord may lawfully, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter and without demand or notice, and with or without process of law enter the Premises or any part thereof, repossess the Premises as if this Lease had not been made, expel Tenant and those claiming through or under Tenant, and remove Tenant and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which may otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry as aforesaid, this Lease shall terminate, Tenant hereby waiving all statutory right (including, without limitation, rights of redemption, if any, to the extent such rights may be lawfully waived) and Landlord, without notice to Tenant, may store Tenant's effects and those of any persons claiming through or under Tenant in a public warehouse at the expense and risk of Tenant.

10.2 Remedies. In the event this Lease is terminated under any of the provisions contained in paragraph 10.1 hereof or shall be otherwise terminated for breach of any of the covenants or obligations of Tenant hereunder, Tenant covenants and agrees to pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the remainder of the lease term over the fair market rental value of the Leased Premises for said remainder of the lease term. In

calculating the rent reserved, there shall be included, in addition to the Annual Fixed Rent and all Additional Rent, the value of all other consideration agreed to be paid or performed by Tenant for said remainder. Tenant further covenants as an additional and cumulative obligation after such termination of this Lease, to pay punctually to Landlord all of the sums and perform all of the obligations which Tenant covenants and agrees in this Lease to pay and perform in the same manner and to the same extent and at the same time if this Lease had not been terminated as provided in this Article X. In calculating the amounts to be paid by Tenant under the provisions of this paragraph 10.2, Tenant shall be credited with the amount paid to Landlord as compensation as provided in this paragraph 10.2, and also with the net proceeds of any rent obtained by Landlord by reletting the Leased Premises, after deducting all of Landlord's expenses incurred in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal fees, and expenses of preparing the Leased Premises for such reletting, it being agreed by Tenant that Landlord may relet the Leased Premises or any part or parts thereof, for a term or terms which may, at Landlord's option, be equal to or less than or exceed the period which would otherwise have constituted the balance of the lease term, and may grant such concessions and free rent as Landlord in its sole judgment considers advisable or necessary to relet the same, and make such alterations, repairs, and decorations in the premises as Landlord, in his sole and reasonable judgment, considers advisable or necessary to the reletting of the Leased Premises, and no action by Landlord pursuant to this paragraph 10.2 hereof or reasonable failure of Landlord to relet to collect rent in the event of any such reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in bankruptcy or insolvency proceedings an amount equal to the maximum amount of damages to which Landlord is entitled as a result of the termination of this



Lease pursuant to the provisions of this Article X hereof allowed by any statute or rule of law in effect at the time when and governing such proceedings, whether or not the amount be greater, equal to, or less than the amount of the loss or damages payable by Tenant pursuant to the provisions of this Article X hereof.

ARTICLE XI

Miscellaneous Provisions

11.1 Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease, and at law or equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

11.2 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to, cure at any time following ten (10) days written notice to Tenant, except in cases of emergency, in which cases no notice is required, any default by Tenant under this Lease; and whenever Landlord so elects, all reasonable costs and expenses incurred by Landlord in curing such default shall be paid by Tenant to Landlord on demand.

11.3 Effect of Waiver of Default. No consent or waiver, expressed or implied, by Landlord to or of any breach construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty of Tenant hereunder.

11.4 Notice from One Party to the Other. Any notice from Landlord to Tenant shall be deemed to have been given if mailed by registered or certified mail, addressed to Tenant at 50 Grove Street, Building No. 2, Salem, MA 01970, or such other address as Tenant shall have last designated by written notice to Landlord, so mailed, and any notice from Tenant to Landlord shall be deemed to have been given if mailed by registered or certified mail addressed to Landlord at 7 Rantoul Street, Suite 100B, Beverly, MA 01915, or such other address as Landlord shall have last

designated by written notice to Tenant so mailed.

11.5 Quiet Enjoyment. Landlord agrees that upon Tenant paying the rent and performing and observing the covenants, conditions, duties and other provisions of this Lease on Tenant's part to be performed and observed, Tenant shall and may peaceably and quietly have and enjoy the Leased Premises during the lease term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

The Landlord recognizes the importance of preventing sound intrusion and will uphold this condition through its leasing and use restrictions of abutting space.

11.6 Limitation of Landlord's Liability. No owner of the Leased Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Leased Premises.

11.7 Waiver of Subrogation. The Landlord and Tenant hereby release the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall be applicable and in full force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. The parties' respective policies will include such a clause or endorsement as long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the party who would benefit by such clause shall pay such extra cost. If extra cost shall be chargeable, each party shall notify the other of the exact amount, and the other party shall be obligated to pay such amount unless, within ten (10) days after

such notice, it notifies the original party that it elects not to be so obligated.

11.8 Status Certificate. Tenant agrees from time to time, upon not less than fifteen (15) days prior request set forth in notice from Landlord to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and that Tenant has no defense, offsets or counterclaims against its obligations to pay the Annual Minimum Rent, Additional Rent and other charges payable by Tenant hereunder, and to the performance by Tenant of any of the covenants, conditions or duties imposed upon it under the terms of this Lease, that this Lease is in full force and effect as so modified and stating such modifications, and if there are any defenses, offsets, or counterclaims, setting them forth in detail and the dates to which the Annual Fixed Rent, Additional Rent and other charges payable by Tenant hereunder have been paid. Any such statement delivered pursuant to this paragraph 11.9 may be relied upon by any prospective purchaser or mortgagee of the Leased Premises or the building or any prospective assignee of any such mortgage.

11.9 Rights of Mortgagee and Subordination. It is agreed that the rights and interest of Tenant under this Lease shall be subject and subordinate to the lien of any mortgages from institutional lenders now existing or that may hereafter be placed upon the Leased Premises and to all of the terms and provisions thereof and to the terms and provisions of any and all modifications, renewals, replacements and extensions thereof, if the mortgagee named in any such mortgage shall elect by notice to Tenant to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage and shall agree in written instrument to recognize this Lease in the event of foreclosure if Tenant is not in default in the performance of any covenant, condition or duty to be performed by Tenant under the terms of this Lease. In the event of such election by any such mortgagee, Tenant shall execute, acknowledge and deliver whatever instruments may be required by any such mortgagee to subordinate this Lease to the lien of any such mortgage. No

holder of any such mortgage shall be liable either as mortgagee or as assignee, to perform, or be liable in damages for failure to perform any of the obligations of Landlord under this Lease, unless and until such holder shall have acquired indefeasible title to the demised premises, and then only subject to and with the benefit of the provisions of paragraph 11.17 hereof.

Landlord shall request that any such mortgage or deed of trust contain provisions requiring the holder of the indebtedness secured by such mortgage or deed of trust to mail to Tenant by registered mail a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust to Landlord. Failure of the holder of any such mortgage or deed of trust to agree to such provision shall not constitute a default by Landlord.

11.10 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Annual Fixed Rent, Additional Rent, or any other charges payable by Tenant under this Lease shall be deemed to be other than on account of the earliest installment of such rent or other charge as then may be due and payable by Tenant under this Lease, nor shall any endorsement or statement on any check or letter accompanying any check or payment of rent or other charge payable by Tenant under this Lease be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of any installment of rent or other remedy to which Landlord may be entitled under the provisions of this Lease.

11.11 Applicable Law and Construction.

A. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instruments in writing executed by Landlord and Tenant. Landlord shall not be deemed in any way or from any purpose to have become by the execution of this Lease or any action taken

hereunder, a partner of Tenant or Tenant's business or otherwise a joint venturer or member of any enterprise with Tenant. The titles of the several sections contained in this Lease are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named herein as Landlord and Tenant and their respective heirs, successors, administrators and assigns, and those claiming through or under them respectively.

B. Landlord certifies that the Leased Premises, fixtures and appurtenances, excluding fixtures and appurtenances installed by Tenant, conform to all applicable governmental laws, ordinances, regulations, and requirements. Landlord, at its expense, shall comply with all such laws, ordinances, regulations and requirements. Landlord shall make all repairs, changes, alterations, and additions required by the laws, ordinances, orders, or regulations of any public authorities having jurisdiction over the Leased Premises, except as otherwise provided in this Lease. The issuance of an occupancy certificate shall be satisfactory evidence of such compliance.

11.12 Severability. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, all of which other provisions shall remain in full force and effect and it is the intention of the parties hereto that if any provisions shall remain in full force and effect and it is the intention of the parties hereto that if any provisions of this Lease are capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

11.13 Recording; Confidentiality. Tenant agrees not to record the within Lease, but each party hereto agrees, on the request of the other, to execute a so-called Notice of Lease or short form lease in form recordable and complying with applicable law and reasonably satisfactory to both Landlord's and Tenant's attorneys. In no event shall such document set forth rent or other charges

payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

Tenant agrees that this Lease and the terms contained herein will be treated as strictly confidential and except as required by law (or except with the written consent of Landlord) Tenant shall not disclose the same to any third party except for Tenant's partners, lenders, accountants and attorneys who have been advised of the confidentiality provisions contained herein and agree to be bound by the same. In the event Tenant is required by law to provide this Lease or disclose any of its terms, Tenant shall give Landlord prompt notice of such requirement prior to making disclosure so that Landlord may seek an appropriate protective order. If failing the entry of a protective order Tenant is compelled to make disclosure, Tenant shall only disclose portions of the Lease which Tenant is required to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to the information so disclosed.

11.14 Holdover. If Tenant shall remain in possession of the Leased Premises or any part thereof after the expiration of the term of this Lease, without any agreement in writing executed by Landlord authorizing the same prior to acceptance of rent by Landlord, such possession shall be as a month-to-month tenancy, and the party remaining in possession as aforesaid shall be deemed a tenant at will, subject to the provisions of this Lease insofar as the same may be applicable to a tenancy at will; provided, however, that the Annual Minimum Rent for the period of such tenancy at will, after sixty (60) days, shall be the greater of (a) one and one half (1 1/2) times the highest rate of Annual Minimum Rent payable during the last year of the lease term or any extension, or (b) the fair market rental value of the Premises, in each case for the period measured from the day on which Tenant's hold-over commences and terminating on the day on which Tenant vacates the premises. In addition, Tenant shall save Landlord, its agents and employees harmless and will

exonerate, defend and indemnify Landlord, its agents and employees from and against any and all damages which Landlord may suffer on account of Tenant's hold-over in the Premises after the expiration or prior termination of the term of this Lease.

11.15 When Lease Becomes Binding and Authority. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof. Landlord and Tenant hereby represents and warrants to the other that all necessary action has been taken to enter this Lease and that the person signing this Lease on behalf of Landlord and Tenant has been duly authorized to do so.

11.16 Costs and Expenses. Wherever in this Lease provision is made for the doing of any act by Landlord or Tenant, it is understood and agreed that such act shall be done by the party so designated, at its sole cost and expense, unless a contrary intent is expressed.

11.17 Mechanics' Liens. Tenant covenants and agrees immediately to discharge (by payment or by filing of the necessary bond or otherwise) any mechanics', materialmens' or other liens against the Leased Premises and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant in, upon or about the Leased Premises.

11.18 Limitation of Liability. Neither Landlord nor any of its agents, employees, servants or subcontractors shall be liable for any injury or damage to persons or property resulting from

steam, gas, electricity, water, rain or snow or leaks caused by any act, default or negligence of Landlord, its agents, servants or employees, unless caused by or due to Landlord's negligence; nor shall Landlord or its agents, servants or employees be liable for any damage caused by any other tenants of the Landlord or any other persons other than the Landlord, its agents, servants or employees, resulting from the construction of any private, public or quasi-public work. Landlord shall not be deemed to be in default hereunder unless its default shall continue for ten (10) days after written notice thereof given by Tenant to Landlord specifying the nature of such default.

11.19 Entire Agreement. This Lease shall constitute the only agreement between the parties relative to the Leased Premises and no oral statements and no prior written matter but specifically incorporated herein shall be of any force or effect. In entering into this Lease, Tenant relies solely upon the representations contained herein.

11.20 Section Headings. The titles of the Articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

11.21 Execution. This Lease may be executed in any number of counterparts and each duly executed counterpart shall be deemed an original.

11.22 Gender. Any pronoun shall be read in the singular or plural number and in such gender as the context may require.

11.23 Additional Rent. All sums which may become due and payable by Tenant to Landlord pursuant to the provisions of this Lease shall be construed to be Additional Rent payable by Tenant under this Lease and Tenant's default or failure to pay such Additional Rent when and as the same becomes due and payable hereunder, shall be deemed to be a default in the payment of rent hereunder, and landlord shall have all of the rights and remedies to which Landlord is entitled under this Lease as in the case of default in the payment of rent.

11.24 Brokerage. Tenant warrants that Tenant has had no dealings with any broker or agent in connection with the Premises other than The Drumlin Group, 600 Loring Avenue, Salem, MA 01970, and said broker's commission shall be payable by Landlord in accordance with their agreement.

ARTICLE XII

Tenant Contingencies

12.1 License Contingency. Tenant and Landlord agree that this Lease Agreement is contingent upon Tenant obtaining a license from the Massachusetts Department of Public Health for operation of a registered marijuana dispensary on the Premises on or before the Initial Term provided in Paragraph 2.1 herein; failing which, upon written notice from Tenant to Landlord, this Lease Agreement shall be null and void.

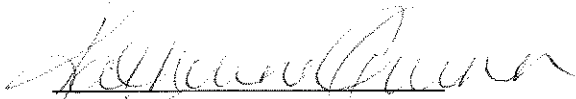
12.2 Contingency Fee. In consideration of Landlord not marketing lease of the Premises pending Tenant licensing determination, Tenant shall pay to Landlord the non-refundable sum of One Thousand and NO/100 Dollars each month commencing in November 2013 and terminating upon the Term Commencement Date defined in Paragraph 2.1 herein.

12.3 Zoning Contingency. Landlord and Tenant agree that this Lease Agreement is contingent upon Tenant obtaining a Special Permit under the Salem Zoning Ordinance for location of a registered marijuana dispensary in the Premises. The Special Permit shall be considered as obtained only if granted and if the statutory appeal period expires without the filing of an appeal (or if any appeal is filed, including by Tenant, upon said appeal being finally determined in a manner favorable to Tenant). In the event of failure to obtain said Special Permit, Tenant shall deliver written notice to Landlord and this Lease Agreement shall be terminated and be null and void effective sixty (60) days from the next monthly rent payment date. Notwithstanding that Landlord agrees to cooperate with Tenant in its effort to obtain said Special Permit, Landlord reserves the

right to terminate this Lease Agreement in the event of substantial opposition to the Special Permit from abutters or the surrounding neighborhood. In the event of such termination by Landlord all rent paid by Tenant, exclusive of the nonrefundable Contingency Fee provided by Paragraph 12.2 above, shall be forthwith reimbursed to Tenant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate under seal as of the day and year first above written.

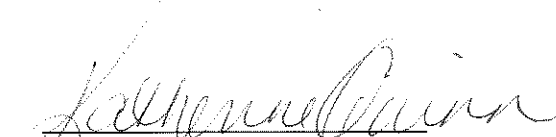
50 GROVE STREET REAL ESTATE LLC


Witness

BY: 
WILLIAM GOLDBERG, Manager

BY: 
STEVEN J. GOLDBERG, Manager

ALTERNATIVE THERAPIES GROUP INC.


Witness

BY: 
CHRISTOPHER EDWARDS, Executive Director

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: Alternative Therapies Group, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
49 South Hunt Road Amesbury, MA 01913	Essex County	A legally enforceable letter of agreement contingent on ATG qualifying for registration as a RMD and receipt of local permits and approvals

November 18, 2013

Re: 49 South Hunt Road, Amesbury, Massachusetts

Dear Joe Scott:

Alternative Therapies Group, Inc. ("Tenant") presents the following binding Letter of Agreement to JOMA, LLC ("Landlord") for 49 South Hunt Road, Amesbury, Massachusetts. The terms are as follows:

Landlord: JOMA, LLC
12 Rogers Road
Haverhill, MA 01835

Building: 49 South Hunt Road, Amesbury, Massachusetts

Use: Indoor agriculture of DPH-licensed medical marijuana and MIPs processing (Marijuana Infused Products)

Initial Space Requirement: Approximately 19,200 rentable square feet

Lease Term: Five (5) Years

Lease Commencement Date: February 1, 2014, conditional on 1) Receipt of Registered Marijuana Dispensary license by the Department of Public Health to operate a cultivation and processing facility at this location, and 2) Receipt of municipal approval for our intended use.

Rent:
Months 1-12: \$5.50 / rsf (NNN)
Years 2-3: \$5.95 / rsf (NNN)
Year 4: \$6.25 / rsf (NNN)
Year 5: \$6.50 / rsf (NNN)

Early Access: Provided Tenant does not interfere with construction in the Premises, Tenant shall have the right to access the Premises thirty (30) days prior to Lease Commencement Date for the purpose of installing furniture and tel/data wiring.

Operating Expense & Real Estate Taxes: This is a NNN lease and Tenant shall be responsible for their pro rata share of all tax and operating expenses. Estimated Operating Expenses and Real Estate taxes for 2013 are \$1.50/SF.

Tenant Improvement Allowance: The Premises to be delivered in "as is" condition.

All base building systems shall be delivered in good operating order and condition.

- Electricity:** The Premises shall be separately metered for Tenant's electrical consumption for lights, plugs and supplemental HVAC and Tenant shall be billed directly by the utility provider.
- Parking:** It is understood that parking is un-assigned.
- Access:** Tenant will have 24 hours per day, seven days per week, access to the building and the parking facilities without the requirement of prior notice to building's management. Landlord will provide keys for access to the Premises.
- HVAC:** Landlord will maintain and repair, at Landlord's expense the HVAC unit that services the Premises.
- Roof/ Structural:** Any replacement of the roof, HVAC, parking lot or structure during the initial term of the Lease and extensions thereafter will be the responsibility of the Landlord without annual charge to the Tenant.
- Signage:** Not applicable.
- Assignment/Sublease:** Tenant requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without Landlord's consent. Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall retain any profit associated with sublease. Further, there shall be no charge for seeking Landlord consent.
- Compliance with Laws:** Tenant will require that the Landlord at its sole cost and expense to warrant compliance with all laws, ordinances, rules and regulations pertaining to the site, the building and the initial premises, including environmental laws and the Americans With Disabilities Act.
- Commission:** Not applicable.
- Contingency Language:** The purpose of this binding Letter of Agreement, is to identify certain terms and conditions that both parties have agreed to, which will be further detailed in a formal lease agreement. The parties mutually intend that this Letter of Agreement serve as a binding contractual obligation, with respect to the matters referenced herein until a formal written Lease has been prepared with adequate opportunity to be reviewed by legal counsel or its authorized representative and has been fully executed and delivered by the parties.



AGREED TO AND ACCEPTED BY:

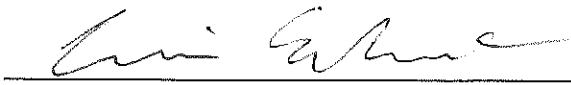
LANDLORD:



JOMA LLC
("A Duly Authorized Signature")

Dated: 11-18-2013

TENANT:



Alternative Therapies Group, Inc
("A Duly Authorized Signature")

Dated: 11-19-2013

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: Alternative Therapies Group, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
49 South Hunt Road Amesbury, MA 01913	Essex County	A legally enforceable letter of agreement contingent on ATG qualifying for registration as a RMD and receipt of local permits and approvals

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Operating Expense & Real Estate Taxes: This is a NNN lease and Tenant shall be responsible for their pro rata share of all tax and operating expenses. Estimated Operating Expenses and Real Estate taxes for 2013 are \$1.50/SF.

Tenant Improvement Allowance: The Premises to be delivered in "as is" condition.

JS CE

All base building systems shall be delivered in good operating order and condition.

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- Parking:** It is understood that parking is un-assigned.
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- HVAC:** Landlord will maintain and repair, at Landlord's expense the HVAC unit that services the Premises.
- Roof/ Structural:** Any replacement of the roof, HVAC, parking lot or structure during the initial term of the Lease and extensions thereafter will be the responsibility of the Landlord without annual charge to the Tenant.
- Signage:** Not applicable.
- Assignment/Sublease:** Tenant requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without Landlord's consent. Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall retain any profit associated with sublease. Further, there shall be no charge for seeking Landlord consent.
- Compliance with Laws:** Tenant will require that the Landlord at its sole cost and expense to warrant compliance with all laws, ordinances, rules and regulations pertaining to the site, the building and the initial premises, including environmental laws and the Americans With Disabilities Act.
- Commission:** Not applicable.
- Contingency Language:** The purpose of this binding Letter of Agreement, is to identify certain terms and conditions that both parties have agreed to, which will be further detailed in a formal lease agreement. The parties mutually intend that this Letter of Agreement serve as a binding contractual obligation, with respect to the matters referenced herein until a formal written Lease has been prepared with adequate opportunity to be reviewed by legal counsel or its authorized representative and has been fully executed and delivered by the parties.



AGREED TO AND ACCEPTED BY:

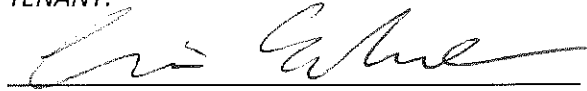
LANDLORD:



JOMA, LLC
("A Duly Authorized Signature")

Dated: 11-19-2013

TENANT:



Alternative Therapies Group, Inc
("A Duly Authorized Signature")

Dated: 11-19-2013

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: Alternative Therapies Group, Inc. Application # (if more than one): _____

Site	City/Town	County	Type of Support Attached
1	Salem	Essex County	Letter of non-opposition from Mayor Driscoll Letter of non-opposition from City Council Letter of non-opposition from Board of Health
2	Amesbury	Essex County	Letter of non-opposition from Mayor Kezer



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

October 22, 2013

Cullen Roberts
Massachusetts Department of Public Health
250 Washington Street
Boston, MA, 02108

Dear Mr. Roberts:

This letter may serve as my expression of non-opposition to the application of Alternative Therapies Group, Inc. (ATG), to receive a license from DPH to operate a registered marijuana dispensary in the City of Salem. The only reason I am not writing with explicit support for ATG's application is because the City of Salem has an established process for evaluating medical clinics and dispensaries, spelled out in our Ordinances: applicants must receive a special permit from our Zoning Board of Appeals. Until our ZBA issues such a permit, following a public hearing, I am only comfortable expressing non-opposition for ATG's application.

That said, ATG has been impressive, both in terms of their professionalism and their concern for being a good neighbor and a contributing member of Salem's diverse business community. Rather than waiting until the completion of Phase 1, ATG took the initiative to reach out to me, City Councillors, our Health Agent and Police Chief, and neighborhood groups in locations they are considering for their RMD. They have been pro-active, transparent, and approachable. As a gesture of their positive intentions they have offered, unprompted, a Community Host Agreement in which they will donate \$50,000 per year to the City of Salem for traffic mitigation and health and wellness programs, such as our Salem Mass in Motion program.

I have no qualms about ATG joining our local business community and expanding the range of health care options available to patients in the Salem area. I am not opposed to their receiving a license from DPH. Thank you for the opportunity to provide a local perspective in the licensing process and for weighing the input of local officials in considering RMD license applications. If you have any further questions for me I may be reached at 978-619-5600 or mayor@salem.com.

Sincerely,

A handwritten signature in black ink that reads "Kim Driscoll".

Kimberley Driscoll
Mayor
City of Salem



City of Salem, Massachusetts



ORIGINAL

Office of the City Council City Hall

COUNCILLORS-AT-LARGE

2013

KEVIN R. CARR, JR.
THOMAS H. FUREY
WILLIAM H. LEGAULT
ARTHUR C. SARGENT III

JERRY L. RYAN
PRESIDENT

CHERYL A. LAPOINTE
CITY CLERK

WARD COUNCILLORS

2013

ROBERT K. MCCARTHY
MICHAEL SOSNOWSKI
TODD A. SIEGEL
JERRY L. RYAN
JOSH H. TURIEL
PAUL C. PREVEY
JOSEPH A. O'KEEFE, SR.

Cullen Roberts
Massachusetts Department of Public Health
250 Washington Street
Boston, MA 02108

Dear Mr. Roberts,

I am submitting this letter on behalf of the Salem City Council, as a statement of non-opposition to the application of Alternative Therapies Group, Inc. (ATG) to receive a license from the Massachusetts Department of Public Health to operate a Registered Marijuana Dispensary in the City of Salem.

We are not opposed to granting an RMD license to ATG for the purpose of locating a dispensary facility in the City of Salem. We thank you for the opportunity to provide local perspective on the applicants, and for weighing the input of local officials in considering RMD license applications.

Sincerely,

Jerry L. Ryan
Council President



 ORIGINAL

CITY OF SALEM, MASSACHUSETTS

BOARD OF HEALTH
120 WASHINGTON STREET, 4TH FLOOR
TEL. (978) 741-1800 FAX (978) 745-0343
lramdin@salem.com



Public Health
Prevent. Promote. Protect.

KIMBERLEY DRISCOLL
MAYOR

LARRY RAMDIN, RS/REHS, CHO, CP-FS
HEALTH AGENT

November 13, 2013,

Cullen Roberts
Massachusetts Department of Public Health
250 Washington Street
Boston, MA 02108

Dear Mr. Roberts,

I am submitting this letter on behalf of the Salem Board of Health, as a statement of non-opposition to the application of Alternative Therapies Group, Inc. (ATG) to receive a license from the Massachusetts Department of Public Health to operate a RMD dispensary facility in the City of Salem.

Please feel free to contact me at 978-741-1800, if I can be of further assistance

Yours Very truly

Larry A. Ramdin
Health Agent



 ORIGINAL

Amesbury

Mayor Thatcher W. Kezer III
City Hall, 62 Friend Street
Amesbury, MA 01913-2884

(978) 388-8121
Fax: (978) 388-6727
mayor@amesburyma.gov

November 18, 2013

Mr. Cullen Roberts
Massachusetts Department of Public Health
250 Washington Street
Boston, MA 02108

Dear Mr. Roberts:

Please be advised that the City of Amesbury Mayor's office has been contacted by Alternative Therapies Group, Inc. (ATG) regarding its plans to locate a medical marijuana cultivation and processing facility in the City of Amesbury.

ATG has represented to the City that it is exploring an option to lease or buy property within the City for the purpose of operating a cultivation and processing site. As of the date of this letter, the City does not oppose the proposed operation, as long as it is operated in strict compliance with the Department of Public Health Regulations at 105 CMR 725.001, et seq. and all local Ordinances and regulations.

I have met with ATG and its officers over the course of the last several months, and I have been pleased with their willingness and effort to provide information and explain the technicalities of their proposal to locate and operate in the City of Amesbury. They have been willing to listen to any of the concerns raised and provide responses to those concerns.

ATG has offered a Community Benefit Agreement to the City of Amesbury in which they will donate \$50,000 per year to be spent at the City's discretion. We appreciate the offer and look forward to negotiating a final agreement that benefits the community.

Again, the City is not opposed to locating a cultivation and processing facility in the City of Amesbury. I thank you for the opportunity to provide a local perspective in the DPH's licensing process and for weighing the input of local officials in considering RMD license applications. If you have any further questions, please feel free to contact me.

Sincerely,

Thatcher W. Kezer III
Mayor

SUMMARY CHART OF LOCATIONS AND LOCAL SUPPORT
(Exhibit 5.5)

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

Corporation Name: Alternative Therapies Group, Inc.

Application # (if more than one): _____

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1 Dispensing	50 Grove Street Salem, MA 01970	A legally enforceable lease contingent on ATG qualifying for registration as a RMD and receipt of local permits and approvals	Letter of non-opposition from Mayor Driscoll Letter of non-opposition from City Council Letter of non-opposition from Board of Health
2 Cultivation	49 South Hunt Road Amesbury, MA 01913	A legally enforceable letter of agreement contingent on ATG qualifying for registration as a RMD and receipt of local permits and approvals	Letter of non-opposition from Mayor Kezer
3 Processing	49 South Hunt Road Amesbury, MA 01913	A legally enforceable letter of agreement contingent on ATG qualifying for registration as a RMD and receipt of local permits and approvals	Letter of non-opposition from Mayor Kezer



ORIGINAL

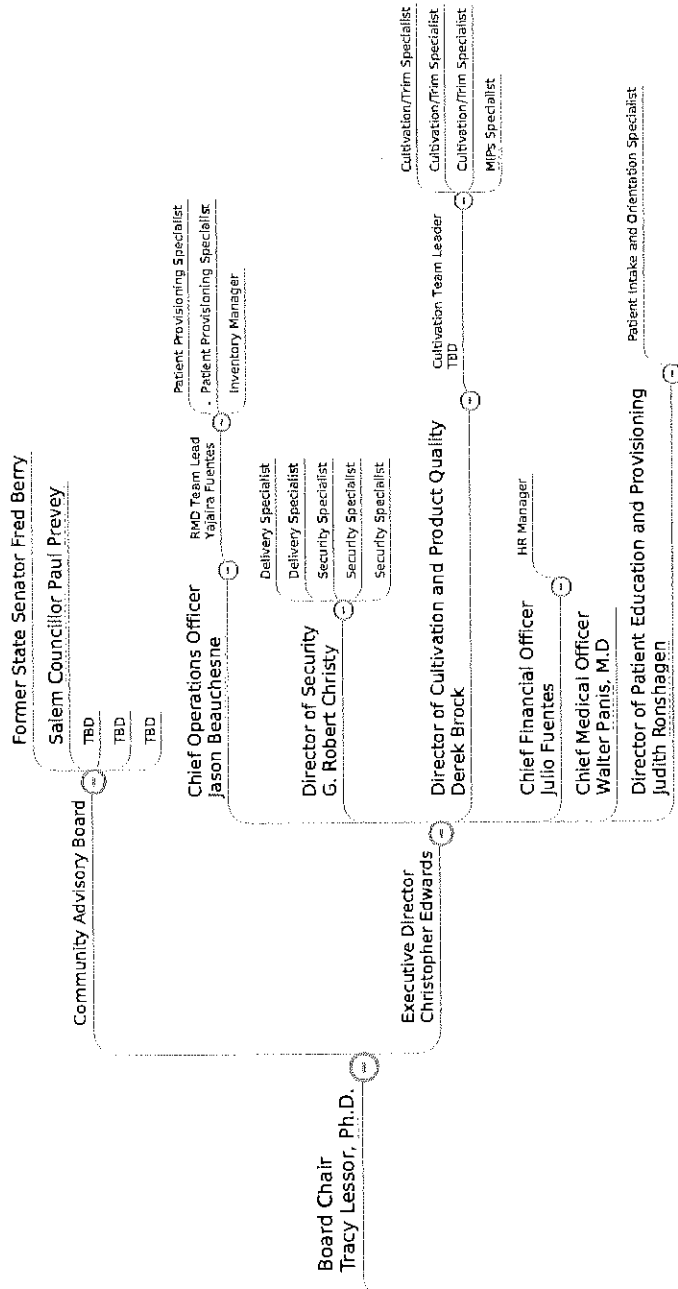
RMD ORGANIZATIONAL CHART
(Exhibit 6.1)

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

Corporation Name: Alternative Therapies Group, Inc.

Application # (if more than one): _____

Attach organizational chart.



Alternative Therapies Group, Inc.
Board of Directors

Board Chair
Tracy Lessor, Ph.D.

Board Vice-Chair
Scott Reed

Secretary
Sherie Schuettner

Treasurer
Kevin Lombardi

Board Member
Eric Ruby, M.D.

Board Member
Edward Jenkins

Board Clerk
Christopher Edwards

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: Alternative Therapies Group, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.

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iCORI

Commonwealth of Massachusetts
Department of Criminal Justice Information Services

Logged in as: atgma.org | Home | Help | Logout

[Home](#)

[Add Request](#)

[View CORI Results](#)

[Manage Account](#)

[iCORI Cart \(0\)](#)

Alternative Therapies Group, Inc
RMD

Status: Active

Account Type(s): Employer

Account

[Account Details](#) | [Representatives](#) | [Users](#) | [Authorized Consumer Reporting Agencies](#)

Account Details

Account Status

Account Status: Active
Date First Registered: 08/05/2013

Date Last Renewed

[Cancel Account]

Organization Details

Account Type(s): Employer
Organization Name: Alternative Therapies Group, Inc RMD

Organization ID

Address: 44 Merrimac St, Newburyport, MA 01950

Phone No: 617-549-8575

Website: www.atgma.org

Federal ID No

Secretary of State ID No

[Edit] [Change Organization] [New Online History]



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**RMD STAFF
(Exhibit 6.4)**

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

	Name	Role/Title
1	Yajaira Fuentes	RMD Team Lead
2		
3		
4		
5		
6		

RMD START-UP TIMELINE
(Exhibit 7.1)

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

Corporation Name: Alternative Therapies Group, Inc. Application # (if more than one): _____

Key Benchmarks	Due Dates	Person Responsible	Risk Level if Not Completed on Time	Date RMD Opens
Dispensary Build-out (Salem)				
Special Permit to operate a Medical Clinic filed	01/15/2014	Executive Director	High	
Provisional Certificate of RMD Registration issued	01/31/2014	Executive Director	High	
ZBA Special Permit Hearing	02/19/2014	Executive Director	High	
ZBA opinion filed, appeal period begins	03/05/2014	Executive Director	High	
Special Permit appeal period ends	03/25/2014	Executive Director	High	
Building Permits Filed	03/26/2014	Executive Director	High	
Building Permits Received	04/02/2014	Executive Director	High	
Framing Begun	04/16/2014	Executive Director	Medium	
Framing Completed	05/07/2014	Executive Director	Medium	
Electrical Begun	05/08/2014	Executive Director	Medium	
Plumbing Begun	05/08/2014	Executive Director	Medium	
HVAC Begun	05/08/2014	Executive Director	Medium	
Security Equipment Begun	05/08/2014	Director of Security	Medium	
Electrical Completed	05/15/2014	Executive Director	Medium	
Plumbing Completed	05/15/2014	Executive Director	Medium	
HVAC Completed	05/22/2014	Executive Director	Medium	
Sheetrock Begun	05/23/2014	Executive Director	Medium	
Sheetrock Completed	06/03/2014	Executive Director	Medium	
Security Equipment Completed	06/10/2014	Director of Security	Medium	

Painting Completed	06/10/2014	Executive Director	Medium
Floors Completed	06/17/2014	Executive Director	Medium
IT Systems Installed	06/24/2014	Executive Director	Medium
Final Local Inspection Completed	07/08/2014	Executive Director	Medium
Mass DPH Inspection	07/15/2014	Executive Director	Medium
Cultivation Build-out (Amesbury)			
Zoning adjustment proposed	01/07/2014	Executive Director	High
Zoning adjustment completed	02/11/2014	Executive Director	High
Building Permits Filed and Received	02/12/2014	Executive Director	High
Framing Begun	02/26/2014	Executive Director	High
Framing Completed	03/12/2014	Executive Director	High
Electrical Begun	03/13/2014	Executive Director	High
HVAC Begun	03/13/2014	Executive Director	High
Plumbing Begun	03/13/2014	Executive Director	High
Security Equipment Begun	03/13/2014	Director of Security	High
Electrical Completed	04/03/2014	Executive Director	High
HVAC Completed	04/03/2014	Executive Director	High
Plumbing Completed	04/03/2014	Executive Director	High
Security Equipment Completed	04/14/2014	Director of Security	High
IT Systems Installed	04/14/2014	Executive Director	High
Final Local Inspection Completed	04/15/2014	Executive Director	High
Mass DPH Inspection	04/15/2014	Executive Director	High
Staffing			
Cultivation staff hired	03/01/2014	Director of Cultivation	High
Cultivation staff trained	03/31/2014	Director of Cultivation	High
Security staff hired	03/15/2014	Director of Security	Medium
Security staff trained	03/31/2014	Director of Security	Medium
Processing & QA staff hired	06/15/2014	Director of Cultivation	Medium
Processing & QA staff trained	06/30/2014	Director of Cultivation	Medium
Dispensary staff hired	07/01/2014	Chief of Operations	Medium
Dispensary staff trained	07/15/2014	Chief of Operations	Medium
Cultivation Plan			

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Germinate Seeds	04/15/2014	Director of Cultivation	High
Vegetate Plants	05/01/2014	Director of Cultivation	High
Flower Plants	05/15/2014	Director of Cultivation	High
Harvest Plants	07/15/2014	Director of Cultivation	High
Process & Packaging			
Package Cured Marijuana	07/29/2014	Director of Cultivation	High
Produce MIPs	07/25/2014	Director of Cultivation	High

Insert more rows if needed

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: Alternative Therapies Group, Inc

Application # (if more than one): _____

Attach sliding price scale.

Federal Poverty Level	Product Discount
100%	100%
150%	75%
200%	60%
250%	40%
300%	20%