



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor, Boston, MA 02111

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Boston, MA 02111
MA Dept. of Public Health
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Commissioner
Tel: 617-338-6370
www.mass.gov/health/marijuana

RECEIVED

MANAGEMENT AND OPERATIONS PROFILE
Request for a Certificate to Registration to
Operate a Registered Marijuana Dispensary

INSTRUCTIONS

This application form is to be completed by a non-profit corporation that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health (the "Department") to submit a *Management and Operations Profile*.

Once invited by the Department to submit a *Management and Operations Profile*, the applicant must submit the *Management and Operations Profile* within 45 days from the date of the invitation letter, or the applicant must submit a new *Application of Intent* and fee.

If invited by the Department to submit a *Management and Operations Profile* for more than one proposed RMD, you must submit a separate *Management and Operations Profile*, attachments, and application fee for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

However, even if submitting a *Management and Operations Profile* for more than one RMD, an applicant need only submit one background check packet, including authorization forms for all required individuals, and fee associated with the background checks.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labelled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

Mail or hand-deliver the *Management and Operations Profile*, with all required attachments, the \$30,000 application fee, and completed Remittance Form to:

Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston, MA 02111

All fees are non-refundable and non-transferable.

REVIEW

Applications are reviewed in the order they are received.

After a completed application packet and fee is received by the Department, the Department will review the information and will contact the applicant if clarifications/updates to the submitted application materials are needed. The Department will notify the applicant whether they have met the standards necessary to be invited to submit a *Siting Profile*.

PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants have one year from the date of the submission of the *Management and Operations Profile* to receive a Provisional Certificate of Registration. If an applicant does not receive a Provisional of Certificate of Registration after one year, the applicant must submit a new *Application of Intent* and fee.

REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100.

It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

PUBLIC RECORDS

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements at M.G.L. c. 4, § 7(26).

QUESTIONS

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@state.ma.us.

CHECKLIST

The forms and documents listed below must accompany each application, and be submitted as outlined above:

- ☒ A fully and properly completed *Management and Operations Profile*, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")
- ☒ A copy of the Corporation's *Articles of Incorporation*
- ☒ A copy of the Corporation's *Certificate of Good Standing* from the Massachusetts Secretary of State
- ☒ A copy of the Corporation's bylaws
- ☒ An *Employment and Education* form (use template provided) for each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations
- ☒ A bank or cashier's check made payable to the *Commonwealth of Massachusetts* for \$30,000
- ☒ A completed *Remittance Form* (use template provided)
- ☒ A sealed envelope with the name of the Corporation and marked "authorization forms," that contains the background check authorization forms (use forms provided) and fee, for each of the following actors:
 - Chief Executive Officer; Chief Operating Officer; Chief Financial Officer; individual/entity responsible for marijuana for medical use cultivation operations; individual/entity responsible for the RMD security plan and security operations; each member of the Board of Directors; each Member of the Corporation, if any; and each person and entity known to date that is committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, authorizations forms must be completed and signed by the entity's Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

SECTION A. APPLICANT INFORMATION

1. PRIME WELLNESS CENTERS, INC.
Legal name of Corporation
2. [REDACTED]
Name of Corporation's Chief Executive Officer
3. [REDACTED]
Address of Corporation (Street, City/Town, Zip Code)
4. [REDACTED]
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
5. [REDACTED]
Applicant point of contact's telephone number
6. [REDACTED]
Applicant point of contact's e-mail address
7. Number of applications: How many *Management and Operations Profiles* do you intend to submit?
3

SECTION B. INCORPORATION

8. Attach a copy of the corporation's *Articles of Incorporation*, documenting that the applicant is a non-profit entity incorporated in Massachusetts.
9. Attach a copy of the corporation's *Certificate of Good Standing* from the Massachusetts Secretary of State.
10. Attach a copy of the corporation's bylaws.

SECTION C. NON-PROFIT COMPLIANCE

Answer each of the questions below to explain how the Corporation will remain in compliance with the non-profit requirements of Ch. 369 of the Acts of 2012, the regulations at 105 CMR 725.000, and "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance." Please refer to the "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance" document in completing this form.

11. Please identify any management company that the applicant intends to utilize and summarize the terms of any agreement or contract, executed or proposed, with the management company.

Prime Wellness Centers, Inc. (PWC) is proposing to enter into a management services agreement with Prime Consulting Group, LLC (Prime Consulting). Prime Consulting was created to provide management, consulting, and administrative services to medical marijuana business operations. Prime Consulting's exclusive agreements with nationally known companies are highly desirable for PWC's patients. It is proposed that Prime Consulting will manage the design and construction of PWC's RMD facilities, provide necessary equipment, assist with implementation of accurate cultivation and production, inventory, and dispensing procedures across a wide variety of medical marijuana strains, and develop outreach programs that assist PWC's Board of Directors in guiding PWC to be the most efficient producer of high quality medical marijuana in Massachusetts. The proposed contract term is 15 years with the possibility for renewal of additional 5 year terms. In consideration of the range of management services being provided by Prime Consulting, PWC would pay a fee of \$1,472 per pound of marijuana sold monthly to Prime Consulting. Compensation is estimated to reflect fair market value for the services.

12. Please identify any agreements or contracts, executed or proposed, in which the applicant will engage in a Related Party Transaction and summarize the terms of each such agreement.

PWC is anticipated to obtain a capital loan from Prime Consulting. Prime Consulting is the sole investor in PWC. Dr. [REDACTED] are both members of Prime Consulting and also on the Board of Directors of PWC. The proposed loan from Prime Consulting would be for a principal amount between \$4,000,000 and \$7,000,000, at 15% annual interest, for a term of 15 years. Interest would be deferred during the first year as PWC works to achieve operational readiness. [REDACTED] would recuse themselves from any PWC Board vote pertaining to the loan. Otherwise the terms of the loan are commercially reasonable and within the range of previously acceptable financing terms for Massachusetts RMDs.

13. Please identify whether any members of the Board of Directors are also serving as employees of the proposed RMD and, if so, their title and role with the proposed RMD.

[REDACTED] the President of the Board of Directors of PWC and will also be an employee of PWC, serving as its Chief Executive Officer. In this role he will be responsible for managing the day-to-day operations of the RMD, and working with its Board of Directors to accomplish the RMD's non-profit mission. Compensation will be set by the PWC Board and will be reflective of the fair market value for responsibility and oversight of 3 RMD's.

14. Please identify whether any members of the Board of Directors are serving as officials, executives, corporate members or board members for any management company, investor or other third party proposed to contract or otherwise conduct business with the proposed RMD.

[REDACTED] is a member of the Board of Directors of PWC, and a member of Prime Consulting.
[REDACTED] is a member of the Board of Directors of PWC and a member of Prime Consulting.
Prime Consulting is the sole investor of PWC and is also providing management services to PWC. [REDACTED] and [REDACTED] will disclose any interest in a transaction between PWC and Prime Consulting and will recuse themselves from voting in any PWC Board decision pertaining to a transaction with Prime Consulting consistent with their fiduciary obligations as Board members of PWC.

15. Please identify any contract or agreement, executed or proposed, under which a percentage or portion of the applicant's revenue will be distributed to a third party and summarize the terms of any such agreement or contract.

As also conveyed under Question 11, PWC is proposing to enter into a management services agreement with Prime Consulting. Prime Consulting was created to provide management, consulting, and administrative services to medical marijuana business operations. Prime Consulting's exclusive agreements with nationally known companies are highly desirable for PWC's patients. It is proposed that Prime Consulting will manage the design and construction of PWC's RMD facilities, provide necessary equipment, assist with implementation of accurate cultivation and production, inventory, and dispensing procedures across a wide variety of medical marijuana strains, and develop outreach programs that assist PWC's Board of Directors in guiding PWC to be the most efficient producer of high quality medical marijuana in Massachusetts. The proposed contract term is 15 years with the possibility for renewal of additional 5 year terms. In consideration of the range of management services being provided by Prime Consulting, PWC would pay a fee of \$1,472 per pound of marijuana sold monthly to Prime Consulting. Compensation is estimated to reflect fair market value for the services.

The applicant agrees and attests that it will operate in compliance with all applicable state laws and regulations, including, but not limited to, laws regarding child support and taxation, as well as the "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance."


Signature of Authorized Signatory

8/14/2015
Date Signed


Print Name of Authorized Signatory

Chief Executive Officer


Title of Authorized Signatory

Information on this page has been reviewed by the applicant and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: 

SECTION D. EXPERIENCE

16. Attach an *Employment and Education* form (use template provided) for each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations.
17. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with running a non-profit organization or business.

██████████ is a principal of Prime Wellness of CT, the first dispensary approved in the state of Connecticut to dispense medical marijuana, and acting CEO of Prime Alternative Treatment Centers of NH, one of four medical marijuana dispensaries licensed by the state of New Hampshire. ██████████ has also owned and operated 16 dialysis facilities in Massachusetts, Connecticut, New York, and New Hampshire. Related duties involved overseeing 650 employees with a yearly budget of \$70-75M and providing thousands of patients with the highest standard of healthcare setting quality care. ██████████ has also owned a medical supply company (Prime Medical Inc.), an infused nutritional supplement company (NutraCare Inc.), and a billing service company (Heritage Medical Supply) collectively with \$10-12M in annual sales. Over the course of 12 years these companies billed over \$1B through the Medicare system without a single improper claim.

██████████ has been involved with 22 boards in the past 40 years and has extensive experience with numerous community and non-profit organizations. He is a past Board Member of, and current Advisory Board Member to, the College of the Holy Cross Trustees, past Board Member of the Worcester Academy Trustees, Chairman of the Paxton Recreation Department, President of Paxton Youth Sports, Treasurer of the Paxton Little League program, and has been Head Coach for numerous girls and boys baseball, basketball & soccer teams over the years. Additionally ██████████ has consistently overseen and personally donated to the development of large-scale scholarship funds, endowments, budgets, and facilities for the betterment of patients, communities, students, and athletes in both a for-profit and non-profit settings.

██████████ has been COO of Prime Wellness of CT for the past 1.5 years. In this role, he developed the business plan and hired and trained all employees. ██████████ acquired direct experience in the medical marijuana industry during his 5 years working for The Herbal Cure and LivWell companies in Colorado. In these roles, he coordinated the establishment of dispensaries, cultivation space and managed roughly 40 employees. ██████████ is a well-respected member of the industry and is extremely familiar with all facets of facility, cultivation, and dispensing operations.

██████████ has been the Business Manager and Associate Director of Athletics at the College of the Holy Cross for over 20 years. In this role, he is responsible for forecasting and executing a yearly \$25M athletic budget along with many additional department capital improvement projects. Bellerose was the Purchasing Director for Holy Cross for 7 years, and the manager/purchasing agent for the Providence & Worcester Railroad for 8 years.

18. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing health care services.

[REDACTED] has submitted successful applications to Connecticut and New Hampshire for medical marijuana licenses. The first CT dispensary opened in September of 2014, in South Windsor, CT. Most recently, Glowik was awarded a license to build a grow facility and dispensary in NH. [REDACTED] has again put together a tremendous team of business and medical professionals in Massachusetts. His goal is to help shape this new and developing sector with his extensive healthcare arena knowledge and experience. [REDACTED] has been involved in the healthcare field since 1973. Starting in the pharmaceutical industry, he sold and marketed to physicians and other healthcare professionals on a daily basis. In this role, he prioritized the detailing of drug interactions and precautions to the medical community, and hospital administration of dermatological, cardiovascular and oncology products. In 1980, [REDACTED] moved into the peritoneal dialysis market, selling and marketing a new modality of treatment to the nephrology community. In this role, he explained the benefits for the physician's patients over traditional methods of treatment and was responsible for sales and marketing over the greater northeast and managing 8 sales employees. Additionally, [REDACTED] coordinated clinical trials with many hospitals and physicians for National Medical Care. In 1989, [REDACTED] started Prime Medical to service New England and New York with various dialysis supplies, and became involved as an owner and operator of a dialysis clinic in New York. Over the next 8 years, he built 15 dialysis centers in New York, Connecticut, New Hampshire and Massachusetts that served thousands of patients, and oversaw 650 renal health care services employees. [REDACTED] thoroughly followed Department of Public Health guidelines in each state for treatment protocols, proper billings to Medicare/Medicaid and employee regulations at each location. He was also involved in all major financial and medical decisions with many different physicians. In 1998, Glowik sold the businesses to Fresenius, the largest dialysis company in the world, before buying and selling another dialysis facility in 2012.

[REDACTED] has been providing services to the medical marijuana communities in Colorado and Connecticut for over 6 years. This work has involved interfacing directly with patients and physicians to share his wealth of knowledge on the subject. [REDACTED] involvement with Connecticut physicians and the Department of Consumer Protection Commissioner has been passionate and extremely noteworthy. His willingness to lead and train others has helped benefit patients, who must gain the necessary insight to properly administer treatments in this new and evolving market.

[REDACTED] in his role as Business Manager and Associate Director of Athletics at Holy Cross [REDACTED] as been involved on a contractual level with various hospitals regarding insurance policy coverage for athletes.

19. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing services for marijuana for medical purposes.

██████████ is a principal of Prime Wellness of CT, the first approved medical marijuana dispensary in Connecticut. He is also CEO of the New Hampshire medical marijuana entity Prime Alternative Treatment Centers of NH, for which he is currently building a team to run operations and service patients. ██████████ was actively involved in the submission of applications for both companies in their respective states. The CT facility has been open since September of 2014 and currently serves 747 patients. As part of his oversight, he engages in daily dialogue with the CEO in Connecticut and visits the facility frequently. Since 2012, ██████████ has immersed in building an experienced, medical-oriented, patient-focused team of healthcare professionals. He believes that following the physicians' lead enables PWC to accurately and effectively expand awareness to other healthcare professionals and the general public by way of educational seminars and studies.

As COO of Prime Wellness of C ██████████ has been instrumental in assisting the application process. He developed floor plans with patient flow diagrams and security in mind, trained staff and pharmacists on properly recommending medical cannabis to qualifying patients, and facilitated communication through patient calls and emails as well as website information. Additionally, ██████████ has served as the representative to the association of dispensaries in the state, and works closely with the Department of Consumer Protection on challenging issues. ██████████ has seen and touched every aspect of this market. His professional connections in this market are endless and will help bring to PWC facilities the finest innovations in growing techniques and dispensing. Finally, his experience with point of sales systems to track seed to sale discipline will be a valuable asset going forward. ██████████ possesses a wide breadth of experience in the industry that ranges from growing and cultivating, to extracting techniques for edibles or MIPs, to managing large scale grow facilities (in Colorado with Herbal Cure and LivWell as early as 2009), to working as a wholesale/broker of medical cannabis products. For The Herbal Cure in Denver, ██████████ instituted a proper cultivation environment. Such ideal growing conditions are necessary for consistent and sizable product harvests. This environment consistently produced medical grade cannabis due to ██████████ monitoring of all stages of plant growth and plant maintenance. For LivWell, Sicklick was involved in the hiring and training of all new staff for 3 dispensaries with 40 employees. He also monitored all the marketing and advertising campaigns. Patient satisfaction was a key priority in these roles.

██████████ does not yet have direct experience providing medical marijuana services. However, he is eager to contribute his current adeptness at coordinating with health sector parties.

20. Describe the experience, and length of experience, of the Corporation's individual/entity responsible for marijuana for medical use cultivation operations and individual/entity responsible for the RMD security plan and security operations with providing services for marijuana for medical purposes.

COO/Director of Cultivation [REDACTED]

[REDACTED] will also take responsibility for cultivation activity at Prime Wellness Centers, Inc. (PWC) and will institute and oversee the cultivation operations of medical marijuana. [REDACTED] worked in the Colorado medical marijuana sector since 2009, when starting as a medical cannabis wholesale broker with Beyond Broadway, he introduced and created a large market for new medical cannabis products. [REDACTED] also trained and led a team of sales representatives that aided in creating and upholding the highest level of medical cannabis products. Such products came from several Colorado dispensaries and were distributed to over 100 different accounts in the state of Colorado. [REDACTED] then became a retail manager with LivWell in the Denver Metro area, overseeing daily operations and employees at 3 separate medical cannabis dispensary locations. His duties involved balancing the inventory between the cultivation center and all the retail locations, and monitoring the advertising and marketing campaigns for all 3 locations. Next, as a grow consultant and cultivation facility manager for The Herbal Cure in Denver, [REDACTED] converted a failing large-scale cultivation center into a successful, perpetually harvesting medical cannabis grow facility. Necessary to this transformation was [REDACTED] work establishing proper cultivation environment conditions and replacing pre-existing growing mediums, nutrients and methods with a more efficient process. The result was consistent and sizable harvests. He sustained these improvements by instructing employees that operated the cultivation center to monitor all stages of plant growth and maintenance. [REDACTED] continued management and oversight enabled each subsequent harvest to achieve the targeted yield per light. Such drastic transformation in cultivation practices has enabled the company to provide patients with consistent medical grade cannabis. In 2014, [REDACTED] was hired as COO of Prime Wellness of CT. The company required assistance designing the facility to meet state regulations and requirements. In addition, he was hired to train employees and create a premier dispensary for patients. A letter of commendation from the program Commissioner has been sent to Prime Wellness of CT. [REDACTED] is currently serving as COO for Prime Alternative Treatment Center of NH, recently being chosen by the state to provide the largest grow and dispensary facilities in NH. He was instrumental in the licensing process and continues to train others with his vast experience and knowledge of medical cannabis.

Director of Security [REDACTED]

After 31 years of experience with the Massachusetts State Police as a Lieutenant and Commanding Officer, [REDACTED] is familiar with the security protocols needed for the RMD facility and in transport services. He will be responsible for overseeing safety at the RMD and selecting security vendors and devices used at PWC.

SECTION E. OPERATIONS

21. Provide a summary of the RMD's operating procedures for the cultivation of marijuana for medical use.

PWC uses industry best practices to produce high quality marijuana and limit potential contamination such as, mold, fungus, bacterial disease, rot, pests, non-organic pesticides, and mildew. Cultivation procedures use 5 key Garden Management elements: plant management (PM), sanitation, nutrient regiment (NR), environmental control (EC), and integrated pest management (IPM). PM: To assure a diverse variety of marijuana, PWC conducts a perpetual harvest schedule. To effectively deploy this system proper forecasting and maintenance of adequate plant counts is necessary. PWC relies on BioTrack THC software to manage and monitor inventory levels during all cultivation phases. Sanitation: Cultivation area walkways, tools, and surfaces are thoroughly sanitized by dispensary agents daily. Sanitation agents are FDA/EPA approved and handled by staff according to product MSDS Sheets. Agents are stored in locked cabinets when not used for cleaning. A clean cultivation facility reduces exposure to harmful pathogens that can affect employee and plant health. NR: PWC uses a living organic soil system to create clean, safe and sustainable marijuana. PWC's system is distinguishable from other systems by creating a true food-soil-web within the growing medium. Inoculated microorganisms are introduced to the soil to aid in breaking down macro and micronutrients which are then made readily available to the plant root system. PWC does not use non-organic pesticides. Soil used for grow media meets U.S. Agency for Toxic Substances and Disease Registry Guidelines for residential soil and media is tested for contaminants prior to use in cultivation. A specific combination of macro and micronutrients are mixed to create proper composition of a balanced soil. Phases of plant growth consist of the Clone, Vegetative, and Flower Phases, yet total inputs needed for proper biomass are reduced and derived from only organic ingredients. PWC consistently tests soil and plant tissue to ensure efficient uptake of key nutrients and to maintain plant health. This system allows PWC to reuse growing medium for multiple harvests, reducing environmental impact and leading to lower costs. EC: PWC has separate growing rooms for each stage of plant growth. All cultivation rooms are in designated, locked, limited access areas that are video monitored, and each room has environ. controls that monitor and adjust temperature, humidity, CO2, lighting, and airflow for optimal growth of plants. Most rooms will remain at 72-78F with 45-55% humidity. IPM: cultivation staff change into company-issued attire at the start of each shift to prevent pests from entering grow areas. Water used in cultivation is filtered through a reverse osmosis system to increase purity and reduce possible contamination. PWC incorporates beneficial insects to consume unwanted pests in grow rooms. PWC grow methods lead to healthier overall plants.

22. Describe the types and forms of Marijuana Infused Products ("MIPs") that the RMD intends to produce, if any.

PWC will produce MIPs in a variety of different products and using a variety of different strains of marijuana in order to meet patient demand. MIPs will contain a range of low, medium and high dosages of cannabinoid ratios. PWC's product line will consist of MIPs which closely resemble traditional health care products and therapeutic forms of delivery and administration for ease of use by patients. Eighty percent (80%) of MIPs generated by PWC will not contain any psychoactive constituents. PWC will produce transdermal patches, gels and other topical formulations, oral tinctures, capsules and edibles.

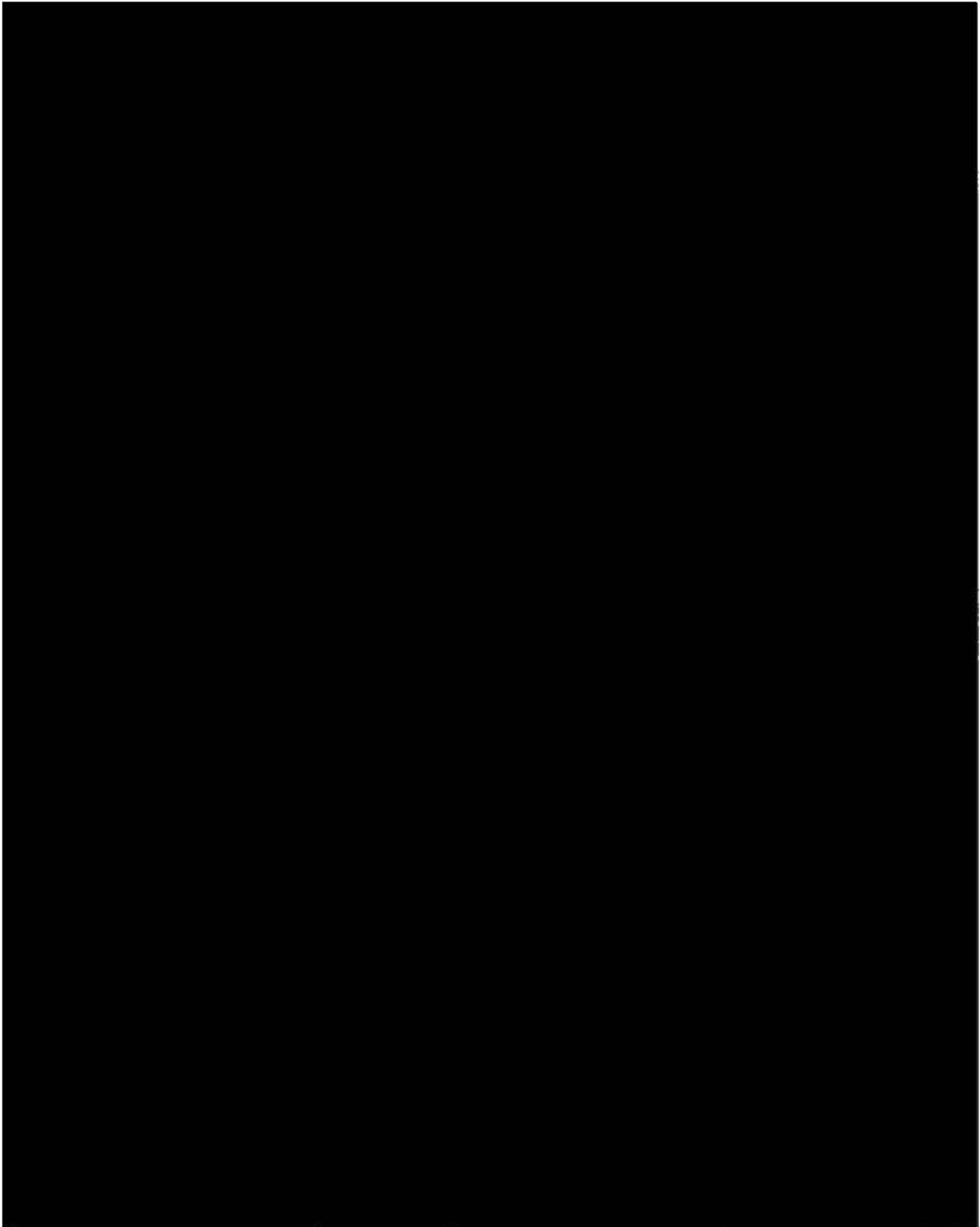
PWC will also offer patients Pre-Filled CO2 Extract Cartridges meant for delivery via vaporization. Vaporization allows the patient to accurately administer and obtain a more rapid onset of medicinal effects without the health effects related to smoking.


By developing MIPs that are engineered to accurately and easily be absorbed by the body, PWC can offer patients a more cost effective, convenient and consistent way to administer varying milligram dosages of marijuana for medical use.

23. Provide a summary of the RMD's methods of producing MIPs, if the RMD intends to produce MIPs.

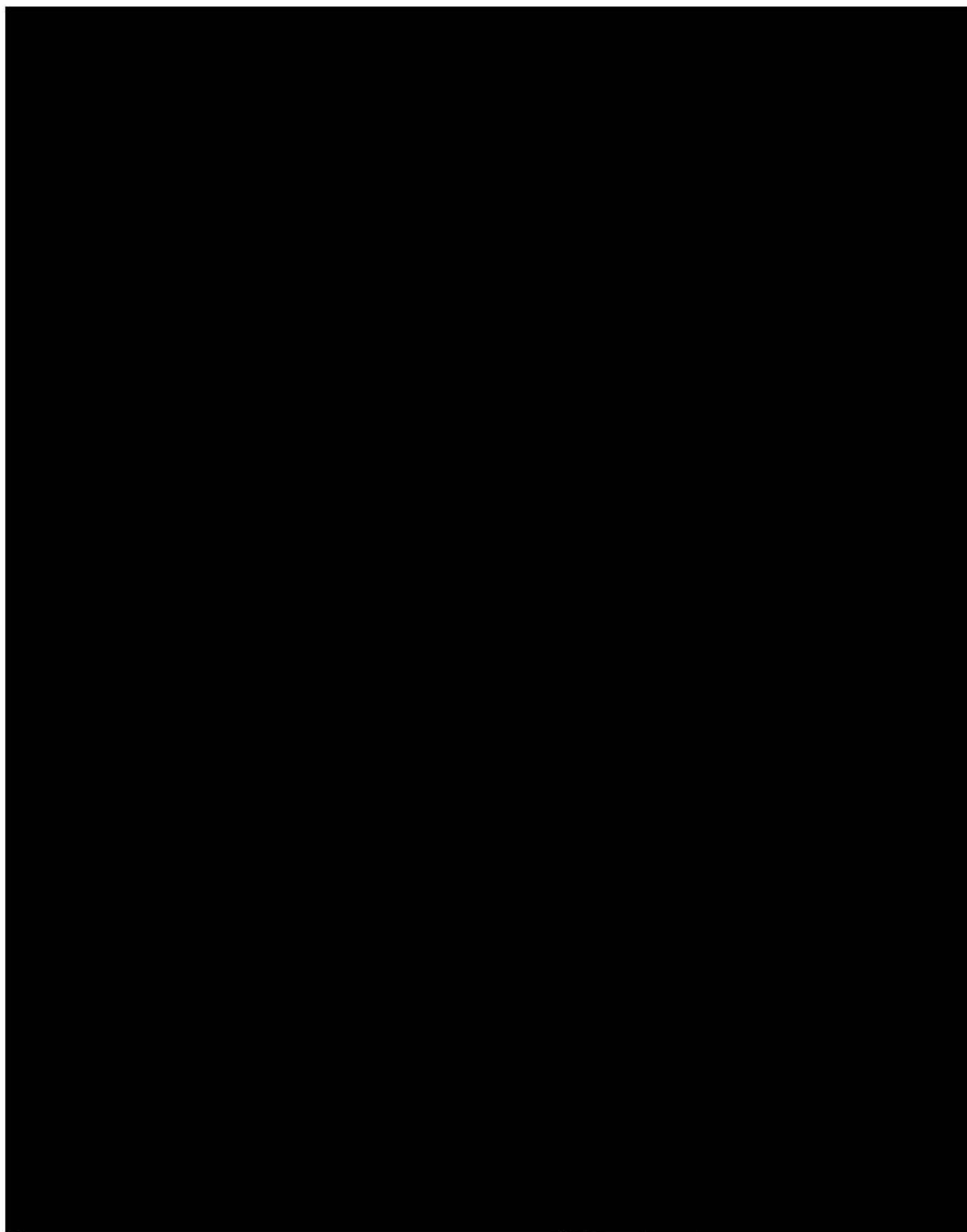
PWC will work with Prime Consulting to obtain licensing rights to proprietary methods of MIPs development from Mary's Medicinals and Dixie Brands, Inc., industry leaders in generation of MIPs. PWC will follow these proprietary protocols and the handling and processing requirements of 105 CMR 725.105(C) when generating MIPs at its facility. PWC will provide copies of MIPs protocols to DPH upon request. Extracts are obtained from plant material using food-grade heptane and CO2 super critical machine to create a full spectrum cannabinoid and terpenoid profile, and are stored in a locked refrigerator until used for making MIPs. All edible and non-edible MIPs are prepared, handled and stored in compliance with sanitation requirements for GMP for food and the requirements for food handlers. Contact surfaces, utensils and equipment used in the MIP processing and production area are maintained in a clean condition and sanitized daily to prevent contamination. Dispensary agents involved in production of MIPs are required to maintain personal cleanliness and practice frequent handwashing. Any edible MIPs made to resemble a food or beverage product are packaged in opaque packaging and properly labeled. Finished MIPs are sent to an independent testing laboratory for sampling and analysis prior to being dispensed and used for consumption. If laboratory testing results indicate unacceptable levels of contamination, MIPs are removed from inventory and properly disposed.

24. Provide a summary of the RMD's operating procedures for the provision for security at the RMD.



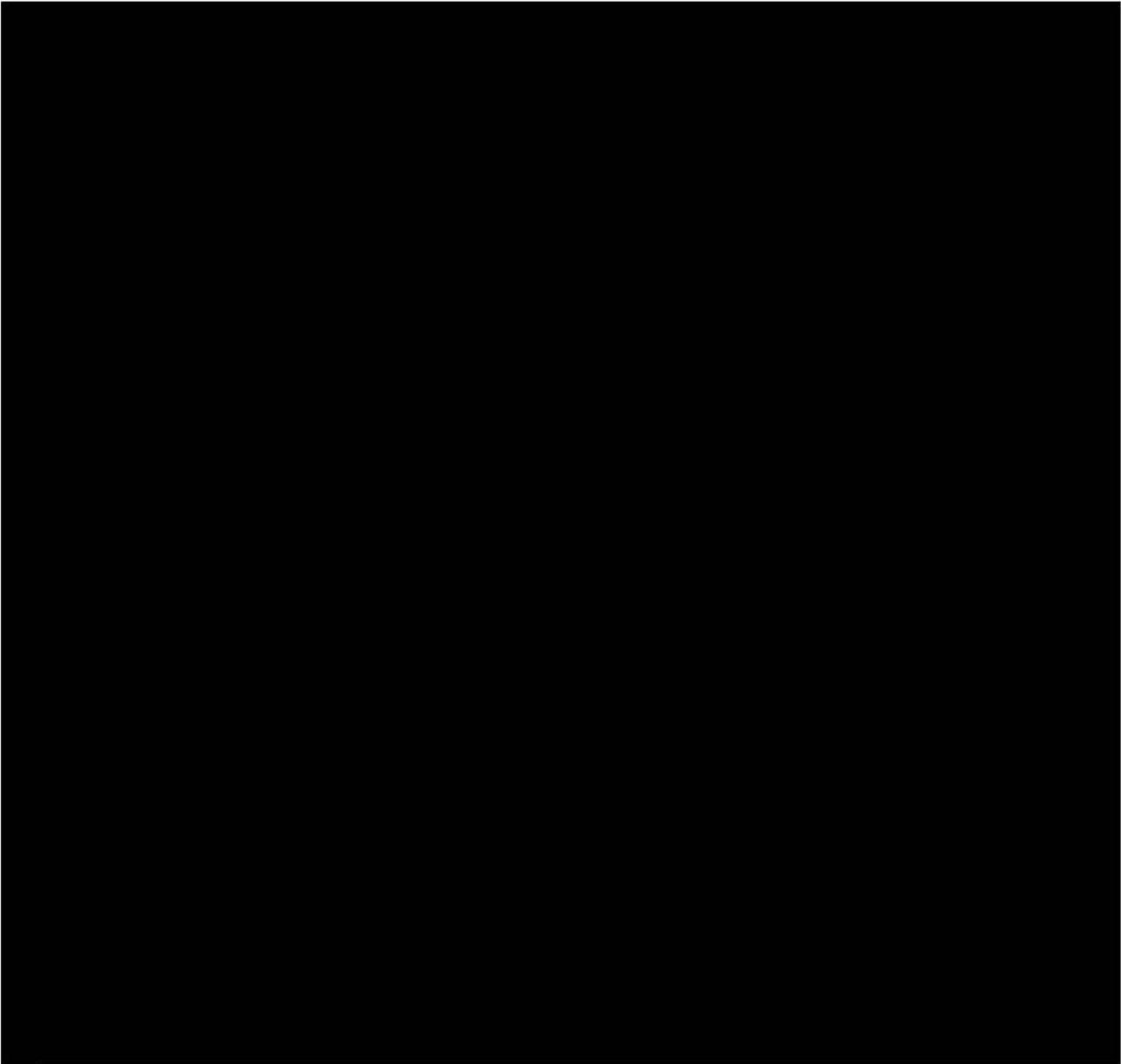
Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here 

25. Provide a summary of the RMD's operating procedures for the prevention of the diversion of marijuana.

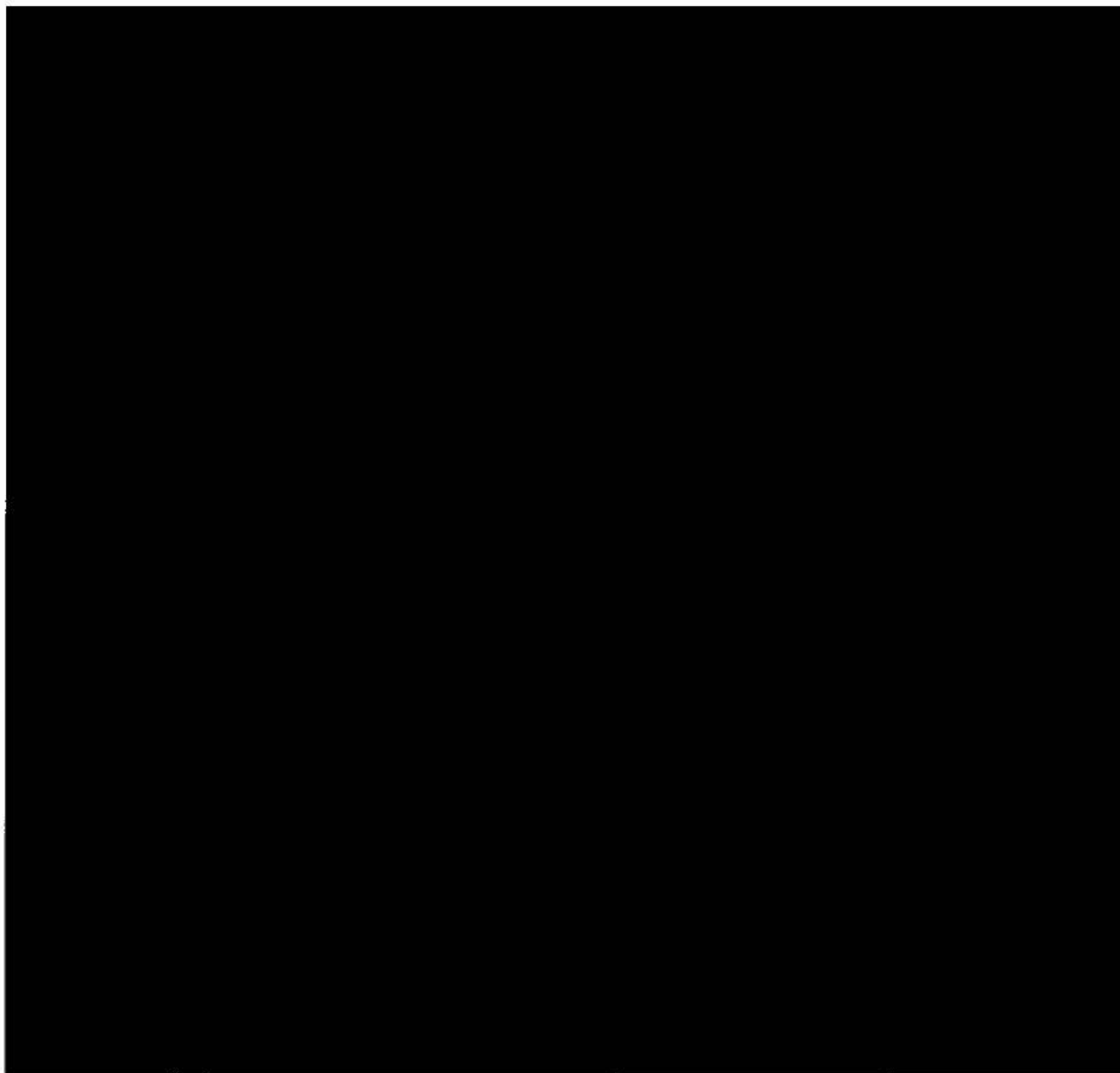


Information on this page has been reviewed by the applicant where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here

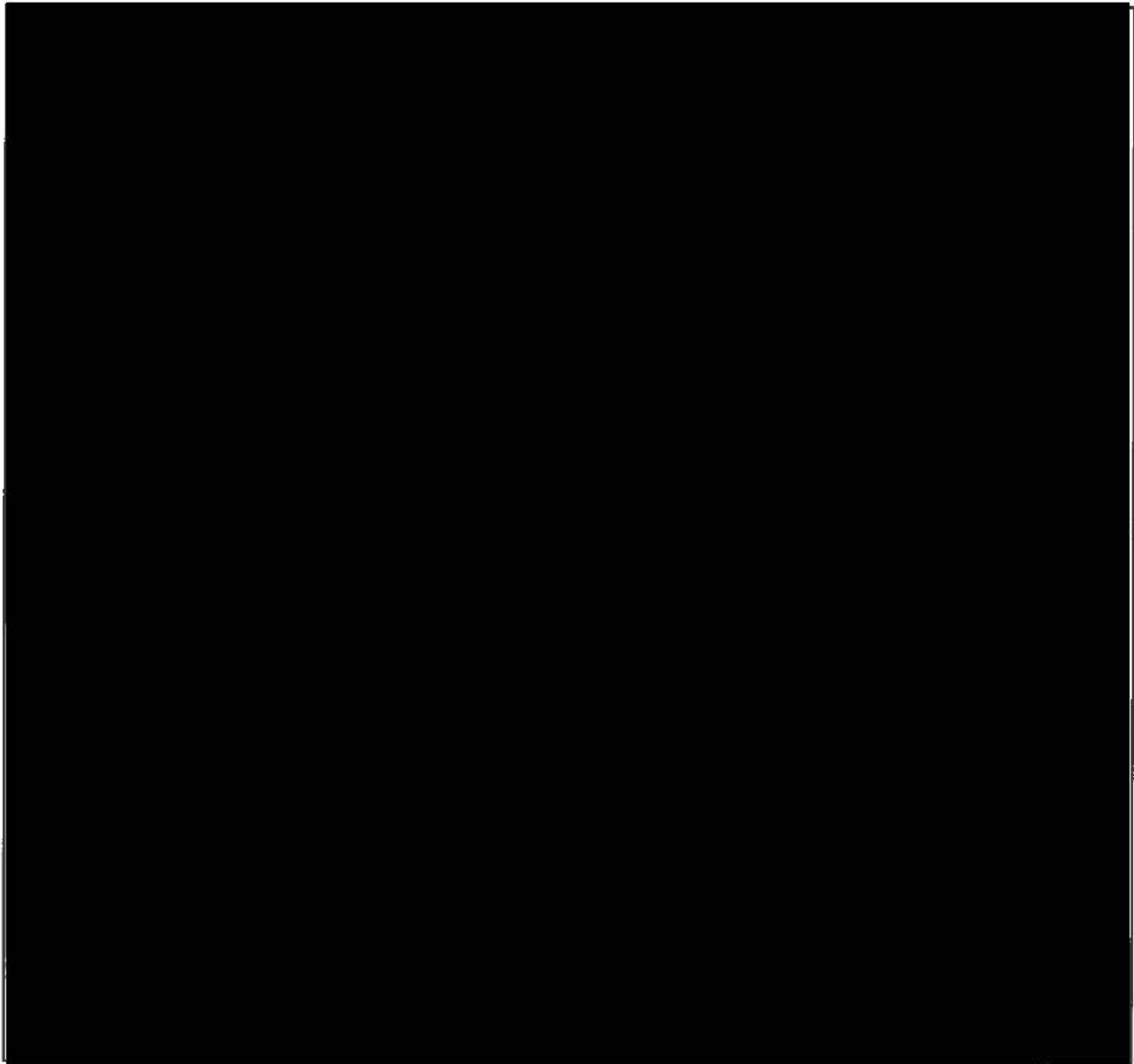
26. Provide a summary of the RMD's operating procedures for the storage of marijuana for medical use.



27. Provide a summary of the RMD's operating procedures for the transportation of marijuana for medical use.



28. Provide a summary of the RMD's operating procedures for inventory management.



Information on this page has been reviewed by the applicant and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: 

29. Provide a summary of the RMD's operating procedures for quality control and testing of product for potential contaminants.

PWC ensures finished marijuana products are of the highest quality, incorporate consistent dosing, and are free of harmful levels of contamination. Dispensary agents (DAs) involved in cultivation and processing are required to wear clean company-issued attire in grow and cultivation areas of the RMD and must wash/sanitize their hands and other visible skin areas prior to handling any marijuana. Cultivation and processing rooms at the RMD are sanitized daily and kept free of debris. PWC only uses organic pesticides and growing media soil meets required standards for residential soil. Plants are inspected daily for presence of pests, mold, fungus, rot, and bacterial disease. PWC will contract with Accuratus Lab Services (ACLS) for weekly microbiological and mold spore plate testing. Water used in cultivation is filtered using a reverse osmosis system and water is tested regularly. MIPs are produced according to GMP and safe handling practices for food, using food-grade stainless steel tables and other equipment. MIPs are packaged at PWC to ensure quality and prevent contamination. PWC will contract with Pro Verde Labs for required cannabinoid profile and contaminant testing of finished plant material, concentrates, resins and MIPs as required by DPH. In the event testing results indicate unacceptable levels of contaminants marijuana is removed from inventory and properly disposed. PWC maintains analytical testing records indefinitely.

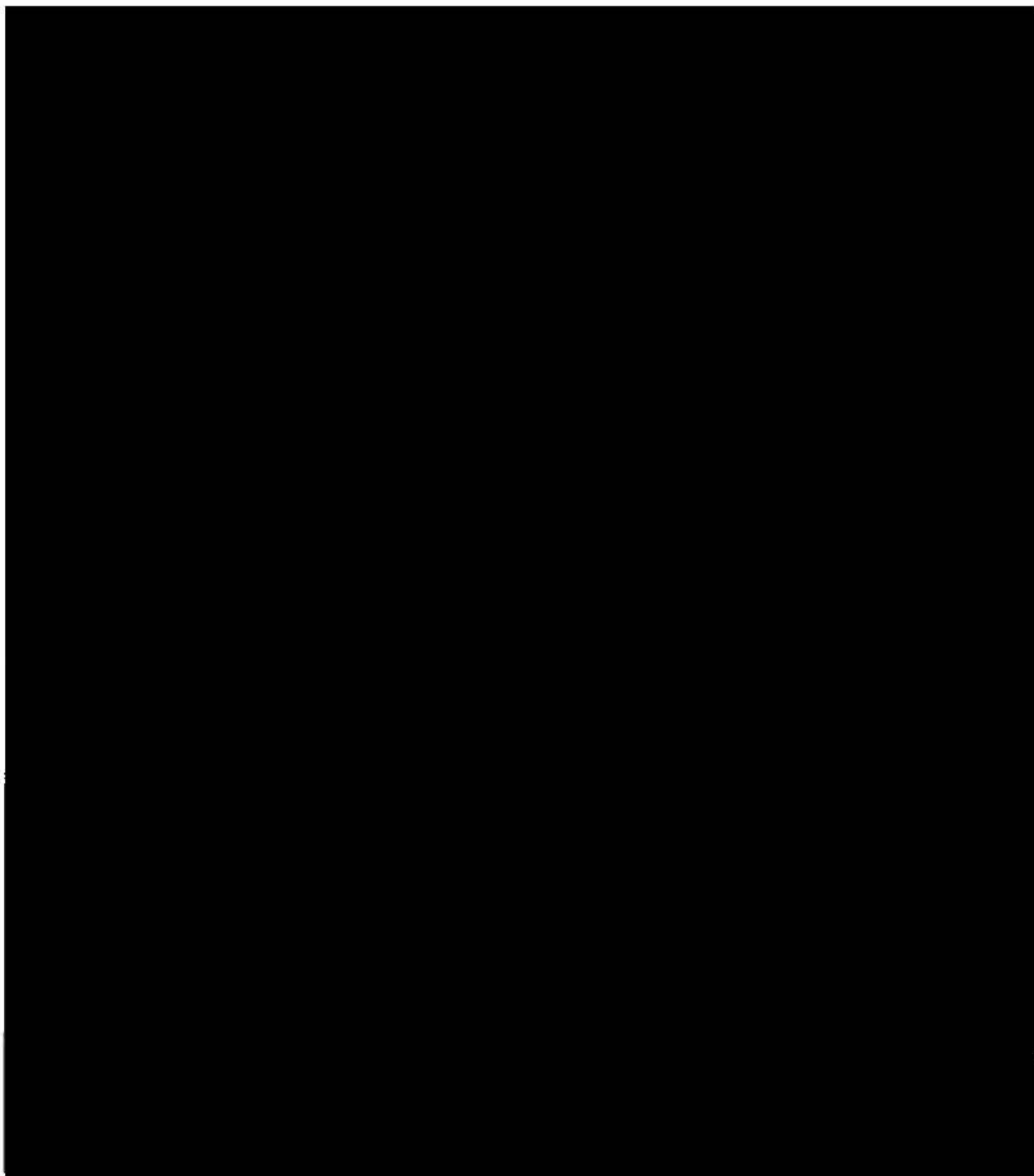
30. Provide a summary of the RMD's operating procedures for maintaining confidentiality of registered qualifying patients, personal caregivers, and dispensary agents, as required by law.

PWC takes all necessary steps to ensure privacy and confidentiality of information regarding registered patients, personal caregivers and dispensary agents (DAs) that it generates, receives and/or maintains. Access to such information is provided only to authorized staff who have a need to use the information in order to accomplish legitimate work tasks. Access to electronic systems containing confidential information is password protected and requires user authentication. PWC will not disclose confidential information without written consent of the individual to whom the information applies, except as required under law or pursuant to a court order. Notwithstanding this obligation, PWC will make such information available to DPH in order for it to carry out its official duties. PWC uses BioTrack THC (BTT) software for maintaining all patient and caregiver records and information is backed up and encrypted on secure servers which are only accessible by PWC management. Any paper records are scanned electronically and hard copies stored in the locked managers office. Personnel records are also stored in the managers office in locked cabinet. DAs are required to sign patient confidentiality forms and undergo HIPAA compliance training upon hire and annually thereafter. DAs are instructed to promptly report unauthorized uses and disclosures of information to their supervisor; failure to comply with confidentiality policies results in discipline including termination.

31. Provide a summary of the RMD's personnel policies.

PWC has a comprehensive employee handbook which is provided to all new hires. New hires must acknowledge that they've read and understand the policies in the handbook and will comply therewith. The handbook is available for review by DPH upon request. New hires are subject to an initial CORI check, and on-going checks thereafter as required by DPH. PWC provides a work environment free from harassment and discrimination. Harassment or discrimination based upon an individual's sex, race, ethnicity, national origin, age, religion or any other basis is not tolerated. PWC is an equal opportunity employer and does not discriminate during recruitment, advertisements, compensation, termination, promotion, or in any other conditions of employment. PWC maintains an alcohol, smoke and drug-free workplace in the interest of providing a clean, healthy, productive and safe environment for all. The policy applies to all patients and caregivers, visitors, dispensary agents (DA), volunteers, contractors and vendors. Under no circumstances will a DA report to work or operate company-owned vehicles or equipment while under the influence of alcohol or drugs. A DA who has diverted marijuana or engaged in unsafe practices will be subject to immediate dismissal. Violation of these policies will result in disciplinary action up to termination. DAs must follow established work schedules and full-time staff are eligible to receive appropriate benefits (health/dental insurance) as required by law.

32. Provide a summary of the RMD's operating procedures for dispensing of marijuana for medical use.



Information on this page has been reviewed by the applicant and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: 

33. Provide a summary of the RMD's operating procedures for record keeping.

PWC implements record keeping procedures that leverage available technology to support its business and operations. PWC will maintain all records required in any section of 105 CMR 725.000, including but not limited to operating procedures, inventory records, seed-to-sale tracking records for all marijuana and marijuana-infused products, personnel records for each dispensary agent, a staffing plan demonstrating accessible business hours and safe cultivation conditions, personnel policies and procedures, CORI reports, applicable business and financial records, and waste disposal records. PWC will retain all required records for at least the minimum amount of time required by law. PWC's records will be made available for inspection by DPH upon request. PWC will utilize the BioTrack THC (BTT) software program which is HIPAA-compliant and designed specifically for the medical marijuana industry to store all patient and personal caregiver records. BTT also integrates point-of-sale, cultivation and inventory control management, financial bookkeeping and personnel record management tools which can be accessed by multiple users. Access to the BTT program is password protected and requires user authentication. Each entry will be timed, dated and electronically signed by the individual user. BTT records are encrypted and stored on a secure server. Any paper records will be scanned and stored in a secure manner electronically. Hard copies will be locked in the Manager's office.

34. Provide a summary of the RMD's plans for providing patient education.

PWC ensures adequate supplies of up-to-date educational materials are available at its dispensary for registered patients and personal caregivers, and available in languages and forms accessible to all, including materials to serve the visually/hearing impaired. PWC's educational materials help inform patients/caregivers about the types of medical marijuana and marijuana products available, various methods of marijuana administration, and health effects of medical marijuana use in an effort to assist them in achieving individual treatment goals. Education begins at the point of initial registration at PWC and is provided on an on-going basis. PWC provides information on federal/state laws pertaining to medical use of marijuana, warnings that products are not tested by the FDA, info on proper dosing, tolerance and dependence, substance abuse signs and symptoms, a statement prohibiting re-distribution of products purchased at PWC, and warning concerning operating machinery. PWC's management team has extensive experience in educating and counseling patients in other regulated markets and will use this knowledge and experience to assist PWC's patients in MA. PWC monitors medical marijuana research and clinical studies to ensure that it provides current and accurate information related to the use and health effects of marijuana. PWC reviews its educational materials at least bi-annually. PWC's educational materials will be made available for inspection by DPH upon request.

35. Provide a summary of the RMD's operating procedures for patient or personal caregiver home-delivery, if the RMD plans to provide home-delivery services.

[Redacted content]

36. Provide a summary of the RMD's policies and procedures for the provision of marijuana for medical use to registered qualifying patients with verified financial hardship without charge or at less than the

PWC will provide medical marijuana at a reduced price to registered qualifying patients with verified financial hardship in keeping with its non-profit mission and commitment to provide access to medical marijuana to registered qualifying patients. Patients will be informed of PWC's Compassionate Care Program (CCP) during initial registration with the dispensary. In order to be considered, a patient needs to complete a CCP registration form and provide supporting documentation demonstrating financial hardship. To qualify in PWC's CCP, a patient must be enrolled in MassHealth or SSI, or have a household income that does not exceed 300% of the federal poverty level, adjusted for family size. PWC acknowledges that providing reduced or free marijuana products may create incentives for diversion. In an effort to prevent this result while also providing access, PWC will impose limits on the quantity of marijuana and marijuana related products which can be purchased at the reduced pricing. Patients with verified financial hardship will be able to purchase up to two (2) ounces of medical marijuana (or equivalent amount of marijuana-infused products) per month at a fifty percent (50%) discount. These patients will also receive, one time annually, a twenty percent (20%) discount on marijuana related products sold at PWC. Patient eligibility for reduced pricing will be documented in PWC's BioTrack THC software program, maintained in confidence, and verified annually.

37. Provide a summary of the training(s) that the RMD intends to provide to Dispensary Agents.

PWC ensures all dispensary agents complete a comprehensive training and orientation program prior to performing any related job functions. Training is tailored to the roles and responsibilities of each dispensary agent. Dispensary agents will be required to attend an orientation upon hire and receive at least 8 hours of on-going training annually. PWC developed a series of training modules covering the full spectrum of RMD operations to cross-train each dispensary agent and executive of PWC on the general operational and safety procedures of the RMD. Training modules include seminars and simulations relating to compliance with laws and regulations governing RMD's, professional conduct in the work place, confidentiality and patient privacy including HIPAA, use of the BioTrack THC software program and other information systems, inventory protocols and procedures tracking marijuana products from seed-to-sale, cultivation and processing techniques including sanitation, safe handling, storage, disposal and laboratory testing requirements, protocols for patient and caregiver entry into the dispensary, protocols for the proper dispensation of medical marijuana products including verification of acceptable identification, security protocols and procedures, including reporting incidents and suspected instances of diversion, and PWC's emergency preparedness and disaster plan. PWC has also partnered with the Cannabis Training Institute to set up a series of courses for agents as well.

38. Will the Corporation provide worker's compensation coverage to the RMD's Dispensary Agents?

Yes ☒ No ☐

39. Will the Corporation obtain professional and commercial insurance coverage?

Yes ☒ No ☐

40. Describe the Corporation's plan to obtain liability insurance or place in escrow the required amount to be expended for coverage of liabilities.

PWC plans to obtain an insurance policy meeting the requirements for coverage set forth in 105 CMR 725.105(Q) through Premier Dispensary Insurance. Through this policy, PWC will obtain and maintain general liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually, and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually, with a deductible that is no higher than \$5,000 per occurrence. PWC's executive team has worked with Premier Dispensary Insurance to obtain liability coverage for a medical marijuana dispensary in Connecticut and is confident that a new policy will be issued for PWC. PWC will comply with all necessary reporting requirements outlined by the Department of Public Health.

SECTION F. CAPITAL CONTRIBUTORS

List all persons and entities known to date that are committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, list the entity's Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

Attach additional tables if needed.

| Individual Name | Amount of Initial Capital Committed | Percentage of Initial Capital Committed |
|-----------------|-------------------------------------|---|
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

| Entity Name | Leadership Names | Amount of Initial Capital Committed | Percentage of Initial Capital Committed |
|-----------------------------|---|-------------------------------------|---|
| Prime Consulting Group, LLC | Entity CEO/ED: [REDACTED] Entity President/Chair: [REDACTED] | \$ 7,500,000.00 | 100% |
| | Entity CEO/ED: Entity President/Chair: | \$ | |
| | Entity CEO/ED: Entity President/Chair: | \$ | |
| | Entity CEO/ED: Entity President/Chair: | \$ | |
| | Entity CEO/ED: Entity President/Chair: | \$ | |

Information on this page has been reviewed by the applicant [REDACTED] where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: [REDACTED]

Application ¹ of ³

PRIME WELLNESS CENTERS, INC.

Applicant Non-Profit Corporation

ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory of the non-profit applicant corporation, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.

8/14/2015
Date Signed

Print Name of Authorized Signatory

CEO, Prime Wellness Centers, Inc.

Title of Authorized Signatory

I hereby attest that if the corporation is allowed to proceed to submit a *Siting Profile*, the corporation is prepared to comply with all *Siting Profile* requirements.

8/14/2015
Date Signed

Print Name of Authorized Signatory

CEO, Prime Wellness Centers, Inc.

Title of Authorized Signatory

Information on this page has been reviewed by the authorized signatory where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory

MANAGEMENT AND OPERATIONS PROFILE – ATTACHMENTS

1. Section B, Question 8 – Articles of Incorporation
2. Section B, Question 9 – Certificate of Good Standing
3. Section B, Question 10 – Corporation's bylaws
4. Section D, Question 16 – Employment and Education Forms
 - A. [REDACTED]
 - B. [REDACTED] and Individual responsible for marijuana for medical use cultivation operations
 - C. [REDACTED]
 - D. [REDACTED], Director of Security
5. Bank check payable to Commonwealth of Massachusetts for \$30,000
6. Completed Remittance Form
7. Sealed envelope containing background authorization forms and requisite fee

Kew
Examiner

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

ARTICLE I

The exact name of the corporation is:

PRIME WELLNESS CENTERS, INC.

ARTICLE II

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

(a) To promote and support access to health care and proper health care maintenance, and to promote and support health care education; and

(b) to engage in all other activities in which a corporation organized under Chapter 180 of the Massachusetts General Laws may lawfully engage.

The Corporation is organized exclusively for charitable and educational purposes, including, for such purposes, the making of distributions of principal and income to organizations that qualify as exempt organizations under Section 501(c)3 of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue Law).

C ☐
P ☐
M ☐
R.A. ☐

8
P.C.

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

ARTICLE III

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

Not applicable.

ARTICLE IV

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

See Continuation Sheet A attached.

ARTICLE V

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

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

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

PRIME WELLNESS CENTERS, INC.
Articles of Organization

ARTICLE IV
CONTINUATION SHEET A

(a) No officer or Director shall be personally liable to the Corporation for monetary damages for any breach of fiduciary duty as an officer or Director notwithstanding any provision of law imposing such liability, except (to the extent provided by applicable law) for liability (i) for breach of the officer's or Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or (iii) for any transaction from which the officer or Director derived an improper personal benefit.

(b) The Corporation shall make no contribution for other than religious, charitable, scientific, literary or educational purposes.

(c) The Corporation may be a partner to the maximum extent permitted by law in any enterprise which it would have power to conduct by itself.

(d) The Directors may make, amend or repeal the By-Laws in whole or in part.

(e) The Corporation may solicit and receive contributions from any and all sources and may receive and hold, in trust or otherwise, funds received by gift or bequest.

(f) The Corporation may make contracts of guarantee and suretyship, whether or not in furtherance of its purposes; provided, however, that (a) such contracts are necessary or convenient to the conduct, promotion or attainment of the business of a corporation all of the outstanding stock of which is owned, directly or indirectly by the Corporation; and (b) the Board of Directors of the Corporation has determined that such contracts are necessary or convenient to the conduct, promotion or attainment of the business of the Corporation.

(g) No part of the net earnings or the assets of the Corporation shall inure to the benefit of any officer or Director of the Corporation or any private individual, except that the Corporation may pay reasonable compensation for services rendered and make payments and distributions in furtherance of its exempt purposes.

(h) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except to the extent permitted by Section 501(h) of the Internal Revenue Code, and the Corporation shall not

participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provisions of these Articles of Organization, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

(i) In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all liabilities of the Corporation, shall distribute, in any proportion considered prudent, all the assets of the Corporation to such organization or organizations organized and operated exclusively for charitable, educational or scientific purposes and at the time qualifying as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

(j) The Corporation must act, or refrain from acting, in any manner as is specified in Chapter 68A of the Massachusetts General Laws.

(k) 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 disinterested Directors, even though the disinterested Directors be less than a quorum; 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.

(1) The Corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or officer of the Corporation, or at its request as a Director or officer of any organization, or at its request in any capacity with respect to any employee benefit plan, and may indemnify an employee or other agent who has so served, 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 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.

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 herein 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 herein 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 hereof, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder hereof, 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 hereof shall be held valid and be enforced to the fullest extent permitted by law.

(m) All references herein to (i) the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1986, as now in force or hereafter amended, (ii) any chapter of the Massachusetts General Laws shall be deemed to refer to said chapter as now in force or hereafter amended, and (iii) particular sections of the Internal Revenue Code or Massachusetts General Laws shall be deemed to refer to similar or successor provisions hereafter adopted.

ARTICLE VI

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

ARTICLE VII

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

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

[REDACTED]

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

| | NAME | RESIDENTIAL ADDRESS | POST OFFICE ADDRESS |
|--|------------|---------------------|---------------------|
| President: | [REDACTED] | | |
| Treasurer: | | | |
| Clerk: | | | |
| Directors: | | | |
| (or officers having the powers of directors) | | | |

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

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

[REDACTED]

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

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 27th day of April, 2015.

John P. Blumh

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

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

#1016

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 35.1 having been paid, said articles are deemed to have been filed with me this 29 day of April 20 15.

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

A TRUE COPY ATTEST

William Francis Galvin

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

DATE 7/2/15 CLERK SSM

CORPORATIONS DIVISION

2015 APR 29 AM 10:50

SECRETARY OF THE
COMMONWEALTH

TO BE FILLED IN BY CORPORATION

Contact information:

Brian R. Forts, Esquire

Bennett & Forts, P.C.

1093 Main Street, Holden, MA 01520

Telephone: 508-829-6901

Email: bforts@bennettandforts.com

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

1243370



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

July 1, 2015

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office

PRIME WELLNESS CENTERS, INC.

is a domestic corporation organized on **April 29, 2015 (Chapter 180)**.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By sam

BY-LAWS
of
PRIME WELLNESS CENTERS, INC.

A Non-profit Corporation

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 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 telegram 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 or by telegram, telecopy or telex to him at least forty-eight 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 forty-eight 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 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 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 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.

Applicant Non-Profit Corporation _____

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

Name**Residential Address****Title (at applicant non-profit corporation)**

CEO

Name of Applicant Non-Profit Corporation

PRIME WELLNESS CENTERS, INC.

Highest Education Attained – Institution, Degree, and Year

HOLY CROSS COLLEGE B.A. 1973

Double Major - Economics & History

Applicant Non-Profit Corporation _____

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

| Employer | Title | Time Period |
|--|---|-------------------------------|
| Semi-retired since 1998. Serving on many non-profit boards, education oriented | Holy Cross Advisory Board to the Trustees Worcester Academy Board Trustees | 2004 - Present 1996 - 2006 |
| Town of Paxton Paxton Youth Sports Served on community and youth boards | Chair, Recreation Board President | 1996-2006 1995-2002 |
| 9 Medical, business, real estate, consulting boards | Board Member | 1998 - Present |
| | | |
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| | | |

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

07/02/2015

Date Signed

Applicant Non-Profit Corporation _____

SECTION D. EMPLOYMENT AND EDUCATION FORM

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Name**Residential Address****Title (at applicant non-profit corporation)**

CHIEF OPERATING OFFICER, RESPONSIBLE FOR MEDICAL USE CULTIVATION OPERATIONS

Name of Applicant Non-Profit Corporation

PRIME WELLNESS CENTERS, INC.

Highest Education Attained – Institution, Degree, and Year


UNIVERSITY OF TAMPA, BACHELORS IN COMMUNICATIONS, 2007

Applicant Non-Profit Corporation _____

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

| Employer | Title | Time Period |
|-------------------------------|---|----------------|
| PRIME WELLNESS OF CONNECTICUT | DIRECTOR OF OPERATIONS | 2014 - PRESENT |
| THE HERBAL CURE | CULTIVATION MANAGER | 2012 - 2014 |
| LIVWELL/BEYOND BROADWAY | RETAIL MANAGER | 2009 - 2012 |
| PATIENT GUIDE TO COLORADO | ASSOCIATE EDITOR, CONTENT MANAGER DIRECTOR OF SALES/ADVERTISING | 2009 - 2010 |
| ECO PRODUCTS | CUSTOMER SERVICE SALES REPRESENTATIVE | 2008 - 2009 |
| | | |

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete


 07/02/2015

Date Signed

Applicant Non-Profit Corporation _____

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Name



Residential Address



Title (at applicant non-profit corporation)

CFO

Name of Applicant Non-Profit Corporation

PRIME WELLNESS CENTERS, INC.

Highest Education Attained – Institution, Degree, and Year

College of the Holy Cross
One College Street
Worcester, Ma 01610


Bachelors Degree in Economics/Accounting 1977

Applicant Non-Profit Corporation _____

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

| Employer | Title | Time Period |
|---------------------------|--|----------------------|
| College of the Holy Cross | Associate Director of Athletics and Business Manager | Oct 1992 to Dec 2014 |
| College of the Holy Cross | Director of Purchasing | Oct 1985 to Oct 1992 |
| | | |
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| | | |

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete


 05/29/2015

Date Signed

Applicant Non-Profit Corporation _____

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Name

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Residential Address

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Title (at applicant non-profit corporation)

| |
|----------------------|
| Director of Security |
|----------------------|

Name of Applicant Non-Profit Corporation

| |
|------------------------------|
| PRIME WELLNESS CENTERS, INC. |
|------------------------------|

Highest Education Attained – Institution, Degree, and Year

| |
|--|
| The New England School of Law, Juris Doctor, May 26, 1989 Admitted to Massachusetts BAR on December 20, 1989 Admitted to United States District Court, District of Massachusetts on January 27, 2009 |
|--|

Applicant Non-Profit Corporation _____

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

| Employer | Title | Time Period |
|---|---|-----------------|
| Law Office Joseph F. Flaherty, P.C. 332 Victory Road, Suite 2R Quincy, MA 02171 | President | 1989 to Present |
| Roundstone Investigations & Protective Services, Inc. 332 Victory Road, Quincy | President | 2015 to Present |
| Flaherty Investigative Services, Inc. 332 Victory Road, Suite 2R, Quincy, MA | President | 2005 to 2015 |
| Comm. of Mass. Dept. of State Police 470 Worcester Road, Framingham, MA 01702 | Detective Lieutenant, Commanding Officer State Police Detective Unit | 1974 to 2005 |
| | | |
| | | |

Signed under the pains and penalties of perjury, I certify and attest that all information included in this form is complete

07/02/2015

Date Signed