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

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.

Although 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 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.

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: AG
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. Liberty Compassion Center, Inc. (referred to hereinafter as “LC”)
   Legal name of Corporation

2. James A. Lomastro
   Name of Corporation’s Chief Executive Officer
c/o Linda Martel, 4 Rolling Brook Lane, Blackstone, MA 01504

3. Address of Corporation (Street, City/Town, Zip Code)

4. Armand C. Spaziano
   Applicant point of contact (name of person Department of Public Health should contact regarding this application)
   (401) 808-0937

5. Applicant point of contact’s telephone number
   aspaziano@criadvisors.com

6. 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.

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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.

1. 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.

At this time, LC has not identified a management company that it intends to utilize, and, as such, has no agreement or contract that can be summarized.

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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.

At this time, LC does not have any agreements or contracts, executed or proposed, in which it will engage in a Related Party transaction.
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.

James A. Lomastro, who is a member of the Board of Directors, will also serve as the Chief Executive Officer of LC. In such capacity, he will serve as an employee and as the most senior corporate officer in charge of managing LC.
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.

No 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 LC; however, please note that Linda Martel serves as Controller for the company Churchill & Banks of which the investor Richard P. Baccari is a principal.
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.

At this time, LC does not have any contract or agreement, executed or proposed, under which a percentage or portion of LC's revenue will be distributed to a third party.

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  
Armand C. Spaziano

Date Signed  
09/29/2015

Chief Financial Officer

Print Name of Authorized Signatory  
Armand C. Spaziano

Title of Authorized Signatory  
Chief Financial Officer

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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.

James Lomastro, CEO, has 35 years of management experience - 28 years as administrator or CEO, and 3 years as CFO. Such experience included daily management of business operations, financial analysis, performance improvement, strategic planning, project implementation, marketing and workforce development and enhancement, aligning financial resources with program outcomes, and maintaining corporate compliance. As Administrator of Willimansett Center East (2012–present), Lomastro returned the facility to profitability, and elevated it from 1 to 4 stars in 18 months. As Administrator of Northampton Rehabilitation and Nursing Center (2007–2011), he built the clinical and administrative team, and he reduced deficiencies from 28 to 4 as Administrator of East Longmeadow Skilled Nursing Facility (2003–2007). While VP of Health Services, Weldon Rehabilitation Hospital (1992–2003), Lomastro performed financial analysis for new programs, led accreditation efforts, grew revenues by 40% over 5 years, increased staff retention, directed construction, and streamlined management and clinical staff and behavioral programs. Prior to 1993, Lomastro served as the Executive Director of the Greater Rehabilitation Center in Lynn, and the Shaughnessy-Kaplan Rehabilitation Hospital in Salem.

Since 2010, Richard Rondeau, COO, has managed and operated Co-Agronomics d/b/a The Green Depot (“TGD”), a vertically integrated medical and retail marijuana company in Denver. In such capacity, Rondeau provided all human resources services and materials relating to organizational charts, staffing, hiring, compensation, training and work environment. Rondeau also implemented point of sale and inventory tracking systems, physical security features, budgets, pro forma financials, accounting controls, insurance requirements, and pricing, sales and product development strategies. In running TGD, Rondeau also oversaw compliance with Federal, State and local mandates relating to taxes, permitting and reporting, and made strategic growth decisions on product line(s), license(s), acquisitions and other growth initiatives.

Since 1994, Armand Spaziano, CFO, has served as Principal and Investment Committee President of Creative Resources Investment Advisor, LLC, and has managed over $100 million in client assets; developed and administered investment policies; constructed asset allocation strategies; implemented trades; and conducted client and portfolio performance reviews. Since 2010, Spaziano has served as Principal and Private Equity Fund Manager of Spagus Ventures Fund, LLC, specializing in analyzing and investing in start-up companies, and participating in management structuring, establishing benchmark goals, and overseeing strategic partnerships. As such, Spaziano is experienced in assessing and structuring management, organizational efficiencies, financial controls, growth opportunities and adequate funding in and for young businesses.

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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.

James Lomastro, CEO, has spent 35 years as CEO, CFO and/or Administrator of the companies described in the response to Question 17 - all health care services companies. Accomplishments include facility elevation from 1 to 4 stars in 18 months; facility removal from the 6-month cycle in 6 months; facility reduction in deficiencies from 28 to 4; leading a $15 million, 60-bed acute rehabilitation facility with ambulatory care services, encompassing 200 employees with a $9 million operating budget; representing Mercy Medical Center on local, state and national organizations; accreditation efforts resulting in recognition from Commission on Accreditation of Rehabilitation Facilities for being among the top 3% institutions nationally; facility recognition for excellence in leadership, customer service and outcome assessment by placing as a finalist in the Baldridge award; performing in the top 25% of Premier Healthcare Resource’s productivity database; maintaining client satisfaction over 90%; renovation of Outpatient Center (1990) from commercial space into a clinic for head injured residents; creation of a 40 bed forensic hospital within an acute hospital setting (1993); and creation of a 40 bed transitional care unit (1997).

Since 2010, Richard Rondeau, COO, has provided services at TGD in compliance with applicable laws and best practices for patients with debilitating medical conditions, while maintaining quality control and meeting patient expectations. Rondeau shaped TGD’s medical business as a pain management, health and wellness resource for patients in connection with holistic medical and wellness consultation and services. The foregoing has included opportunities for patient participation in workshops conducted by support groups regarding medical cannabis therapies in combination with complementary and alternative medicines. Rondeau also prioritized at TGD the protection of patient confidential health care information (“PHI”), ensuring that personnel understood the scope and meaning of patient confidentiality, PHI and related policies and procedures.

As President of Summit Medical Compassion Center (a RI medical marijuana establishment) since 2012, Mr. Spaziano, CFO, implemented the mission statement “Service+Education+Collaboration=Wellness” by overseeing Summit’s provision of counseling and education to patients on administration methods and research on health effects of medical marijuana. Spaziano created an intake/orientation process for patients marked by compassionate, informative and one-on-one interaction to maximize patient “wellness” as follows: meeting a Summit professional to register, to understand all services and products available, and to review a “New Patient Packet”. Such has enabled patients to become more informed on health care and wellness, including Summit’s rules and guidelines, alternative dosage forms, cannabis strains, and emerging clinical applications for cannabinoids.

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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.

James Lomastro, CEO, does not have experience with providing services for medical marijuana purposes.

Richard Rondeau, COO, has managed and operated all aspects of TGD since 2010. TGD is a vertically integrated, medical and retail, licensed marijuana facility in Denver. In such capacity and time period, Rondeau developed staffing models for dispensary and cultivation operations, and training protocols specific to such; all human resources functions, including hiring policies, desired skill sets and ongoing education; all physical security and safety features with respect to the premises, personnel and patients; point-of-sale and inventory tracking systems specific to the medical marijuana industry, including compliance with State mandated patient registration and plant count matters; and standard operating procedures and protocols with respect to dispensing medicine, cultivating medicinal cannabis, and enhancing safety and security. In connection with TGD, Rondeau has overseen its operational and financial performance, compliance with City and State requirements (i.e. fire, packaging, labeling, licensing and renewals), payroll and tax matters, and ongoing accounting and record keeping with 26 U.S.C. 280E in mind. In addition, Rondeau has ensured the presence of strict policies and adherence thereto in connection with pesticide matters, CO2 requirements, quality control testing, plant count requirements, patient privacy, and State medical enrollment.

Since 2012, Armand Spaziano, CFO, has served as President of Summit, a vertically integrated medical marijuana establishment in RI servicing thousands of patients. In such capacity and time period, Spaziano has overseen the design and build out of dispensary and cultivation facilities. He has advised on optimal floor plans; equipment; OSHA; quality control and testing methods relating to chemical compound composition, potency and contamination; packaging and labeling; transportation and delivery; staffing and training; and SOP manuals. Spaziano has ensured that Summit remain current on newly developed educational materials, and that a seed-to-sale inventory tracking program is tied into a point of sale system for regulatory compliance and fiscal control. Spaziano has also directed Summit’s outreach efforts to the conventional medical community and stakeholders such as local law enforcement and elected officials. In terms of business performance, Spaziano has guided Summit’s implementation and maintenance of business strategies, budgets, technology, regulatory compliance, and protection of patient confidential health care information. Such has enabled pharmaceutical grade medicine to be made available to patients in a responsible, quality controlled and legally compliant manner. As such, Spaziano brings a medical marijuana perspective developed in a strict regulatory market in New England, and experience in creating and growing a start-up medical marijuana non-profit business.
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.

Richard Rondeau, Cultivation Manager, is a medical cannabis cultivator dating back to 2010 and his Master Grower position at TGD. Rondeau's experience with marijuana for medical use cultivation operations has covered interviewing, training, supervising and working with all TGD growers; overseeing the build-out of TGD's cultivation facility; providing safe and effective medicine for thousands of patients by implementing a true organic growth strategy, as well as an environmentally sound process for dumping biological waste matter and other sensitive materials; growing medical cannabis organically in soil, soil-less mediums and hydroponics; using various nutrient lines, additives, enhancers and blooming agents; using drain-to-waste systems to allow for the delivery of the right nutrients to each plant during the different stages of growth; and utilizing OMRI (Organic Materials Review Institute) certified nutrients so as to leave no chemical residues in the plant. Rondeau's experience also includes using organic combative methods in a commercial grow setting to maintain the integrity of the man-made ecosystem, including the introduction of beneficial predatory insects (i.e., ladybugs in case of spider mite infestation), beneficial bacteria (i.e., "Gnatural" brand larvicide), and a wide variety of all natural fungicides, mildewcides, algaecides, and viricides based on necessity. Rondeau's experience has also covered, with respect to quality control, using advanced analysis to scientifically quantify medicinal cannabis through analysis of moisture content, cannabinoid composition and potency, microbiological contamination, and presence/absence of pesticides.

Henry Roy, Security Manager, as principal in RI Private Detectives & Protective Services, LLC, is experienced in providing security services for medical marijuana matters. Dating back to 2011, Roy helped establish security protocols and designs for the premises and operations of Summit Medical Compassion Center, a RI medical marijuana establishment. Roy was critical in (i) implementing and advancing safety and security plans and measures for Summit’s premises, personnel and patients, (ii) implementing coordination and liaison activities with local and State law enforcement, (iii) implementing and advancing Summit’s emergency action plans and procedures, and related training and compliance, and (iv) coordinating spokesperson matters relating to law enforcement, safety and security. Roy, through his work with Summit, is experienced with safety and security plans specific to medical marijuana operations, including state-of-art security systems including door switches, motion detectors and vault seismic detectors; alarm systems monitored redundantly by two UL-approved alarm companies; digital CCTV systems; marijuana transportation/delivery best practices; establishment of secure areas inside the RMD; and the provision of trained guards for security and safety.
SECTION E. OPERATIONS

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

LC offers exclusively Massachusetts-grown marijuana, proudly cultivated with the highest compliance and production standards, in our state-of-art facility by our own team. Our cultivation environment encourages plants to achieve their full genetic potential. We employ the latest and most advanced growing techniques, applying our cultivation team’s extensive knowledge in organic pest management, nutrient delivery, atmospheric and environmental controls and strain selection.

Our professional cultivation process delivers consistent, high quality marijuana that is potent and effective from a therapeutic standpoint. The quality is characterized by the following:

- Carefully selected phenotypes and a large variety of superior strains ranging from sativa to indica-dominant, including but not limited to hybrid and high CBD strains.
- Free of pesticides and contaminants.
- Hand harvested and trimmed to respect the delicate nature of the mature marijuana plant.
- Slowly cured to perfection through a drying and curing process marked by daily observation and analysis.
- Tested by a third-party testing facility to accurately measure THC, CBD and CBN content as well as to ensure that the marijuana is free of pesticides, molds and fungus.
- Safe and sealed packaging.

LC has identified particular stages for its growing procedures to ensure the success of its operation. Daily procedures shall include inventory counts, recording of environmental observations, plant feeding, pruning and plant tagging. At the beginning of the Vegetative Stage, all plants shall be fitted with a bar-coded tag containing a unique code to identify the plant. The plant tag shall remain intact with the plant until processing.

LC’s growing activities shall also call for proprietary nutrient regimens as well as specific lighting set ups with respect to each of the following stages: Cloning; Early Vegetative; Mid Vegetative; Late Vegetative; Flower Week 1-6; Week 7; Flush Days 1-4; Flush Days 5-11. Plants use different combinations and strengths of nutrients relative to their size and age. Our custom nutrient regimen will be mixed in house. No ready-made fertilizer will be purchased off the shelf. The foregoing will allow for full control of plant intake and chemical composition, thereby limiting water pollution risks. Our stage-specific nutrient recipes shall utilize only natural and organic plant food. Using such nutrients shall ensure that all ingredients are non-toxic and safe for human consumption. Such an approach is not only beneficial in terms of ensuring the product is safe for human consumption, but also in terms of improving flavor, aroma and potency. An additional advantage to this cultivation approach is a 90% reduction in the cost of otherwise relying totally on the purchase of off-the-shelf pre-packaged nutrients.

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

LC will produce 3 lines of MIPs, being concentrates, consumables and topicals, which shall include:

- Tinctures: The concentrated extracts can be formulated with glycerin or oil base (typically olive, avocado or coconut oil), and packaged in a bottle with a dropper for administration.

- Capsules/Gel-Caps: The extract can be formulated with raw coconut oil as the carrier, and filled into gelatin capsules.

- Lozenges: The extracts can be combined with traditional pharmaceutical excipients to produce oral dosing products. Excipients may include saccharides, cellulose/starch, gelatin, polymers, preservatives and flavors.

- Infused Honey/Oils: The concentrated extracts can be formulated and infused into honey or coconut oil. For honey infusion, the incorporation of an emulsifier may aid in the preparation of a homogeneous mixture.

- Topicals/Salves: The extracts can be mixed with various ingredients to produce lotions or salves. Constituents can include a wide variety of essential oils in addition to bees wax, coco butter, shea butter, vitamin E, lanolin, and aloe vera.

- Vaporizing Products: The extract can formulated with carriers specific for vaporizers and may include polyethylene glycol as the primary carrier.

- Fresh-baked Goods: The extracts can be used in the preparation of traditional baked goods. By first introducing the cannabinoid extract into the oil or shortening constituents, excellent homogeneity has been observed for prepared products.
23. Provide a summary of the RMD’s methods of producing MIPs, if the RMD intends to produce MIPs.

| LC will produce MIPs using Supercritical Fluid Extraction with liquid CO2 as the primary extraction solvent. While this process typically does not use organic solvents, food grade ethanol may be used to flush and clean the extraction system between extractions. For this reason, extracts will be tested for residual solvents (Volatile Organic Compounds or VOCs) using Gas Chromatography. Post extraction processing including vacuum oven drying may be used to remove trace residual ethanol constituents. No use of organic solvents other than ethanol is planned. Liquid CO2 is non-toxic, non-flammable and environmentally neutral. Extraction systems can be configured as closed loop systems to recycle spent CO2, minimizing the amount of CO2 released to the environment. Employee safety considerations will include basic training for handling compressed gases. Risks associated with CO2 use are minimal, but mitigation will be effected through an appropriate ventilation system for the processing facility. Processing, including the extraction phase, is a dirty process with oils and other debris entering the air stream. By supplying air through HEPA Filters of Fan Powered HEPA units, and recirculating the conditioned air (recirculating includes mixing the return air with fresh outside air), impurities are removed from the space creating a cleaner environment. Utilizing clean room standards for pressure and air flow will allow the room’s air to be cleansed of suspended particles. |
24. Provide a summary of the RMD’s operating procedures for the provision for security at the RMD.
25. Provide a summary of the RMD's operating procedures for the prevention of the diversion of marijuana.
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.
29. Provide a summary of the RMD's operating procedures for quality control and testing of product for potential contaminants.

To achieve consistency in quality and purity, LC will follow procedures to accommodate for weak plants, disease prevention, appropriate climate and atmospheric conditions, appropriate watering cycles, ideal feeding regiments, ideal medium conditions (temperature, oxygen levels, pH, pest and disease monitoring). Each harvest of raw marijuana and each batch of concentrates and MIPs produced will be tested using composite sampling techniques to ensure all tests are representative of the bulk product. Testing performed will depend on the intended use of the product. For marijuana flower provided directly as product, after curing and drying, flower will be tested as a final product. For material destined for additional processing, testing will depend on processing steps employed and may include cannabinoid profiling, as well as testing for pesticides, residual solvents (Volatile Organic Compounds), and microbiological contaminants. For processing and formulations, routine cannabinoid profiling will be used at each step to identify particular cannabinoid forms (acid or neutral), as well as their concentrations. These analyses will be crucial in determining proper formulation and dosing for the desired products. For final formulations, samples will be drawn from homogenized bulk samples prior to packaging or filling. For oral dosed products, including edibles, capsules and lozenges, multiple units will be tested from each batch to confirm cannabinoid dosing and product homogeneity.
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.

LC is committed to protection of protected and confidential health care information (“PHI”), and properly training staff on such, with respect to qualifying patients, personal caregivers and dispensary agents. LC privacy policies and procedures provide that: PHI access will be restricted to trained employees; data will be stored in secured data centers; patients and caregivers will receive a copy of “Notice of Privacy Policies”; paper records will be kept in locked cabinets; electronic records will be “HIPAA” compliant; and employees and agents will sign Confidentiality Agreements. All staff is held accountable to report any breach of confidentiality. Dispensing, data collection and product effectiveness records will be tracked according to the patients’ and caregivers’ registry identification numbers to protect confidentiality.

LC understands that a high level of confidentiality will also be maintained with the personal information of dispensary agents required in their personnel files. LC will require and verify professional references for each candidate. References will be documented using a standard template and kept in a locked filing cabinet, later to be placed in the agent’s personnel file if hired. LC will also require that potential dispensary agents pass a pre-employment state and federal background check. Furthermore, to protect member confidentiality, cell phone use, including texting, is strictly prohibited inside the RMD.
31. Provide a summary of the RMD’s personnel policies.

LC employs highly trained personnel in a staffing plan that ensures effective and proper safety and security, training and education, collegiality and teamwork, economic benefits and opportunities, and codes of conduct.

The principles will be outlined in an employee handbook, available to all employees and will provide an overview of the history, the business plan and the structure of the company; information about benefits available to employees; and an outline of the policies and procedures which are conditions of employment, following current regulations.

LC is committed to providing equal employment opportunity to all applicants and employees. Moreover, LC will not tolerate harassment or intimidation of our employees on any basis prohibited by law. The entire management team is committed to such policy, its enforcement as well as to ongoing compliance with all pertinent statutes and regulations, including without limitation those related to background checks; disqualifying drug convictions; disciplinary policies, procedures and records; inspection, security, safety and other related requirements; confidentiality; job descriptions; employment contract policies; business records; personnel files; code of conducts and alcohol and drug-free workplace policies.

LC intends to pay well above the minimum wage in recognition of the fact that our employees have specialized knowledge and perform difficult work.

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

LC will maintain sales records for 5 years covering the name of the registered patient or caregiver to whom medical marijuana was dispensed, the date, the quantity, the form of medicine and the price. Our records will also be able to indicate any equipment that has been sold or distributed.

LC’s accounting system offers state-of-the-art security features and back-up reliability, and provides the most features and efficient customization available. Electronic equipment will be set up on a reliable and secure network, using unique login identification, including usage of secure remote access to an off-premise server for software activity, all in compliance with HIPAA. All individually identifiable patient health or marijuana information which LC creates, receives, maintains or transmits in an electronic form will be deemed protected health care information.

Utilizing such software, LC will maintain and/or provide (i) patient records in a confidential, privileged and secure environment in accordance with HIPAA standards, which records will be used daily by LC staff for patient registration, verification and information with respect to dispensary transactions, and (ii) scanned document storage and retrieval, operating procedures, inventory records, seed-to-sale tracking records, personnel records, sales reports and other business records, waste disposal records, and other administrative and regulatory reporting functions in a manner that is fully compliant with HIPAA standards.
34. Provide a summary of the RMD’s plans for providing patient education.

| LC will provide counseling and educational materials regarding strain selection, methods of marijuana administration, and information and research studies on the health effects of marijuana, to registered qualifying patients and their personal caregivers. |
| Such a program is driven by compassionate, informative, one-on-one or peer-based interaction led by LC’s professional staff in collaboration with subject matter experts, and commence with the intake/orientation process. The intake/orientation process will provide patients with a comprehensive understanding of LC’s rules and code of conduct, special discount programs, available marijuana products, library resources and the basic information described below (with an emphasis on being smart and respectful, and “going slow”, with respect to use, dosage and potency). At LC, we understand that medical marijuana is a natural, safe and beneficial treatment option for many debilitating conditions; however, the potential does exist for patients to become habituated or addicted to its use. LC has an obligation to assist, and will assist, in patient understanding of the following: |
| -Continued One-On-One Interviews and Training Sessions; |
| -Events, Seminars and Workshops; |
| -Patient Information and Education Center; |
| -Ongoing Medical Studies and Research; |
| -Ongoing Legal Compliance; |
| -Outreach with the medical community; |
| -Signs of addictive use and dependence; |
| -Drug addiction symptoms or behaviors; and |
| -When to see a doctor. |
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.
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 market price.

LC will establish a strict policy in order to maintain consistency in assisting indigent patients who request a reduction or waiver of cost of medicine. The application and approval process for indigent patients will take into account the overall financial circumstances of the applicant, and LC will apply such process consistently. If approved, LC may elect to reduce or waive certain amounts which are due from patients who can successfully demonstrate that paying for their medicine would cause significant financial hardship.

LC will take into account a range of factors when deciding on such reduction or waiver, including without limitation the applicant’s earnings, living expenses, assets and debts. Written verification, when available, may be required to substantiate and verify information contained in the financial hardship application, and in the decision with respect to a reduction or waiver.

LC will also use 300% of the current year’s Federal Poverty Level adjusted for family size as a guideline to help in determining if an applicant qualifies for a financial hardship waiver.

In applying these guidelines, LC will also consider and take into account any other income and expenses including money earned in the entire household. Income and employment status verification may be required, including but not limited to tax returns and check stubs.
37. Provide a summary of the training(s) that the RMD intends to provide to Dispensary Agents.

LC will provide to dispensary agents Training Modules designed to enhance the general and specific knowledge of such persons. The Training Modules will cover every aspect of the performance, analysis and cooperative efforts required by LC of dispensary agents. They will exist as a mandatory training and testing program. Written testing will be conducted, at orientation and at one-year anniversaries, to confirm that LC’s procedures are well understood and consistently implemented. Not in limitation of the foregoing, each dispensary agent will have received at the time of initial appointment training relating to professional conduct and ethics, and informational developments in the medical marijuana field. LC’s Training Modules are as follows:

-Training Module One: Laws and Regulations Governing Medical Marijuana (for all dispensary agents);
-Training Module Two: Confidentiality, Patient Privacy, HIPAA and Electronic Recordkeeping (for all dispensary agents);
-Training Module Three: Protocols for Reception/Registration Specialists (for Reception/Registration Specialists and executive management);
-Training Module Four: Protocols for the “dispensary counter and sales” venue of the dispensary facility (for Dispensary Technicians and executive management team);
-Training Module Five: Security Considerations and Protocols (for Security Officers and executive management); and
-Training Module Six: Safety, Security and Disaster Preparedness (for all dispensary agents).
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.

LC has already been in contact with the insurance provider Gallo-Thomas Insurance ("GTI") located at 117 Metro Center Blvd., Suite 1004, Warwick, RI 02886. GTI specializes in insurance coverage for numerous matters relating to medical marijuana facilities licensed and regulated under State law. GTI and its agent Terry Biafore provide coverage for two medical marijuana facilities in Rhode Island, and have assured LC that it will provide to LC general liability insurance coverage reflecting: no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually; product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually; deductible for such a liability policy to be no higher than $5,000 per occurrence; and any other matter or in any other manner so as to enable LC to be in compliance with the provisions and requirements of 105 CMR 725.105(Q).
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.

<table>
<thead>
<tr>
<th>Individual Name</th>
<th>Amount of Initial Capital Committed</th>
<th>Percentage of Initial Capital Committed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard P. Baccari</td>
<td>$1,300,000.00</td>
<td>72.2%</td>
</tr>
<tr>
<td>Michael C. Kent</td>
<td>$500,000.00</td>
<td>27.8%</td>
</tr>
</tbody>
</table>

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: AS
<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Leadership Names</th>
<th>Amount of Initial Capital Committed</th>
<th>Percentage of Initial Capital Committed</th>
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<tbody>
<tr>
<td>Not Applicable</td>
<td>Entity CEO/ED:</td>
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<td>Entity President/Chair:</td>
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<td>Entity CEO/ED:</td>
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<td></td>
<td>Entity President/Chair:</td>
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<td></td>
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</table>

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: H$
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.

[Signature]
Signature of Authorized Signatory
Date Signed: 09/29/2015

Armand C. Spaziano
Print Name of Authorized Signatory

Chief Financial Officer
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.

[Signature]
Signature of Authorized Signatory
Date Signed: 09/29/2015

Armand C. Spaziano
Print Name of Authorized Signatory

Chief Financial 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: AG
- ATTACHMENT -

LIBERTY COMPASSION CENTER, INC. – APPLICATION 2 OF 3

QUESTION 8 – ARTICLES OF ORGANIZATION
The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Identification Number: 001179430

ARTICLE I

The exact name of the corporation is:

LIBERTY COMPASSION CENTER, INC.

ARTICLE II

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

THE CORPORATION IS ORGANIZED FOR CHARITABLE AND EDUCATIONAL PURPOSES, INCLUDING, WITHOUT LIMITATION, TO PROMOTE AND SUPPORT THE HEALTH AND WELL-BEING OF INDIVIDUALS WITHIN THE COMMONWEALTH OF MASSACHUSETTS. THE CORPORATION, AS PERMITTED BY LAW, SHALL ENGAGE IN ANY AND ALL ACTIVITIES IN FURTHERANCE OF, RELATED TO, OR INCIDENTAL TO THESE PURPOSES, WHICH MAY LAWFULLY BE CARRIED ON BY A CORPORATION FORMED UNDER CHAPTER 180 OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

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 qualifications 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:

NONE

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:

(If there are no provisions state "NONE")

(1) NO OFFICER OR DIRECTOR SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR ANY BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECT OR 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. (2) THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART. (3) THE CORPORATION MAY SOLICIT
T. AND RECEIVE CONTRIBUTIONS FROM ANY AND ALL SOURCES AND MAY RECEIVE AND
HOLD, IN TRUST OR OTHERWISE, FUNDS RECEIVED BY GIFT OR BEQUEST. (4) NO PART OF T
HE 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, EX
CEPT THAT THE CORPORATION MAY PAY REASONABLE COMPENSATION FOR SERVICES R
ENDERED AND MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF ITS CHARITA
BLE PURPOSES. (5) UPON THE DISSOLUTION OF THIS CORPORATION, ITS ASSETS REMAIN
ING AFTER PAYMENT OF ALL DEBTS AND LIABILITIES OF THIS CORPORATION SHALL BE DI
STRICTED FOR ONE OR MORE EXEMPT PURPOSES WITHIN THE MEANING OF SECTION 501
(C)(3) OF THE INTERNAL REVENUE CODE, OR CORRESPONDING SECTION OF ANY FUTURE
FEDERAL TAX CODE, OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO A
STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE. (6) IF THE CORPORATION IS TO
BE DISSOLVED, IT WILL ABIDE BY THE PROVISIONS WITHIN CHAPTER 180 OF THE GENERAL
LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. (7) NO SUBSTANTIAL PART OF THE
ACTIVITIES OF THIS CORPORATION SHALL CONSIST OF CARRYING ON PROPAGANDA, OR
OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION (EXCEPT AS OTHERWISE PROVID
ED BY SECTION 501(H) OF THE INTERNAL REVENUE CODE), AND THIS CORPORATION SHALL
NOT PARTICIPATE IN, OR INTERVENE IN, INCLUDING THE PUBLISHING OF STATEMENTS, A
NY POLITICAL CAMPAIGN ON BEHALF OF, OR IN OPPOSITION TO, ANY CANDIDATE FOR P
UBLIC OFFICE. (8) THE CORPORATION SHALL NEVER BE OPERATED FOR THE PRIMARY PUR
POSE OF CARRYING ON A TRADE OR BUSINESS FOR PROFIT. (9) ALL REFERENCES HEREIN
to (1) THE INTERNAL REVENUE CODE SHALL BE DEEMED TO REFER TO THE INTERNAL REV
ENUE CODE OF 1986, AS NOW IN FORCE OR HEREAFTER AMENDED. (II) ANY CHAPTER OF T
HE MASSACHUSETTS GENERAL LAWS SHALL BE DEEMED TO REFER TO SAID CHAPTER AS
NOW IN FORCE OR HEREAFTER AMENDED, AND (III) PARTICULAR SECTIONS OF THE INTE
Rnal REVENUE CODE OR MASSACHUSETTS GENERAL LAWS SHALL BE DEEMED TO REFER T
O SIMILAR OR SUCCESSOR PROVISIONS HEREAFTER ADOPTED.

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

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.

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:

No. and Street: C/O LINDA MARTEL
4 ROLLING BROOK LANE
City or Town: BLACKSTONE State: MA Zip: 01504 Country: USA

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Address, City or Town, State, Zip Code</td>
<td>Of Term</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>----------------------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>PRESIDENT</td>
<td>MICHAEL HOTAREK</td>
<td>Next Annual Meeting</td>
<td></td>
</tr>
<tr>
<td>TREASURER</td>
<td>LINDA MARTEL</td>
<td>Next Annual Meeting</td>
<td></td>
</tr>
<tr>
<td>CLERK</td>
<td>LINDA MARTEL</td>
<td>Next Annual Meeting</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>LINDA MARTEL</td>
<td>Next Annual Meeting</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>MICHAEL HOTAREK</td>
<td>Next Annual Meeting</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>JAMES A. LOMASTRO</td>
<td>Next Annual Meeting</td>
<td></td>
</tr>
</tbody>
</table>

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

Name: LINDA MARTEL  
No. and Street: 4 ROLLING BROOK LANE  
City or Town: BLACKSTONE  State: MA  Zip: 01504  Country: USA

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) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 29 Day of June, 2015. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

LINDA MARTEL, 4 ROLLING BROOK LANE, BLACKSTONE, MA 01504
THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

June 29, 2015 11:21 AM

[Signature]

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth
- ATTACHMENT -

LIBERTY COMPASSION CENTER, INC. – APPLICATION 2 OF 3

QUESTION 9 – CERTIFICATE OF GOOD STANDING
The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

September 16, 2015

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office

LIBERTY COMPASSION CENTER, INC.

is a domestic corporation organized on June 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
Liberty Compassion Center, Inc. – Application 2 of 3 (Question 10)

BY-LAWS

OF

LIBERTY COMPASSION CENTER, INC.

(the “Corporation”)

Date: June 29, 2015

SECTION 1
OFFICES

1.1 Offices. The Corporation shall have and continuously maintain an office in the
Commonwealth of Massachusetts and may have other offices within or without the
Commonwealth of Massachusetts as the Board (as such term is defined below) may from time to
time determine.

SECTION 2
MEMBERS

2.1 Members. The Corporation shall not have any voting members. Any action or vote
required or permitted by law to be taken by voting members shall be taken by action or vote of
the same percentage of the Board of Directors of the Corporation.

SECTION 3
BOARD OF DIRECTORS

3.1 Powers. The Board of Directors of the Corporation (“Directors” or the “Board”) shall
have the entire charge, control and management of the Corporation and its property and may
exercise all or any of its powers manage the affairs of the Corporation, shall exercise all the
powers of the Corporation and shall be solely responsible for making policies of the Corporation.

3.2 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 shall be fixed, and
the Directors elected, by the Directors at the annual meeting. Any person may be re-elected to
unlimited consecutive terms as a Director. The number of Directors shall be fixed from time to
time by the Board.

3.3 Chairperson. The Chairperson shall have general charge and supervision of the affairs of
the Corporation. In the event of a tie vote by the Board, the Chairperson shall have a tiebreaker
vote, and in such circumstance, he/she shall be entitled to cast one (1) additional vote.

3.4 Tenure. Except as otherwise provided by law, by the Articles of Organization or by these
By-Laws, initial Directors shall hold office for two years and thereafter until their successors are
chosen and qualified.
3.5 **Removal.** A Director may be removed from office, with 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 body or individuals proposing such Director’s removal.

3.6 **Resignation.** Any Director may resign by delivering his/her written resignation to the Corporation at its principal office or to the President or Secretary/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.

3.7 **Vacancies.** Any vacancy at any time, existing in the Board, may be filled by the Directors at any meeting. Should the resignation or removal of a Director pursuant hereto result in there being fewer than the number fixed by the Board, the Board shall elect such number of new Directors necessary to bring the number of Directors in compliance with these By-Laws.

3.8 **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.

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

3.10 **Special Meetings.** Special meetings of the Directors may be called by the President, by the Chairperson, by the Secretary/Clerk, 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.

3.11 **Notice of Meetings.** Notices of any special meeting of the Directors shall be given to each Director by an officer of the Corporation: (a) by mailing to him/her, postage prepaid, and addressed to him/her at his/her address as registered on the books of the Corporation, or if not so registered at his/her last known home or business address, a written notice of such meeting at least five business days before the meeting; or (b) by giving notice to such Director in person, by telephone or via electronic mail at least one business day in advance of the meeting. Notice in the case of the annual meeting of the Board shall be given at least three (3) days before the meeting, in writing, stating the date, purpose, time and place of such meeting. Such notice, if the meeting
is called otherwise than by the Secretary/Clerk, may be a copy of the call of the meeting; and if the meeting is not so otherwise called, such notice given by the Secretary/Clerk shall constitute a call of the meeting by him/her. If an officer refuses or neglects for more than 24 hours after receipt of a call to give notice of such special meeting, such notice may be given by one of the Directors calling the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him/her 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/her. A notice or waiver of notice of a Directors’ meeting need not specify the purposes of the meeting.

3.12 Quorum. At any meeting of the Directors a majority of the Directors then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

3.13 Action of 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. The Directors present at a duly organized meeting may continue to transact business notwithstanding the withdrawal of any one or more Directors as to leave less than a quorum.

3.14 Action by Written Consent. Any action by the Directors, or any committee thereof, may be taken without a meeting if a written consent thereto 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. Written consents may be, without limitation, by fax, letter or email.

3.15 Telephone Conference Meeting. 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 persons participating in the meeting can hear each other at the same time, and participating by such means shall constitute presence in person at a meeting.

3.16 Committees. The Directors may, by vote of a majority of the number of Directors then in office, elect from within the Board 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. The President or the Board may activate at any time any committee that the Board may establish and may appoint a chairperson and members of each such committee. The chairperson and members of each committee shall serve one-year terms on the committee to which they are appointed, unless removed and replaced prior to the end of such term at the discretion of the President or the Board, or their prior resignation, and may be re-appointed for
successive terms. Except as otherwise provided by the Board, members of committees need not be Directors. A report of all material actions taken by each committee shall be made to all Directors no later than the next meeting of the Board. Minutes of each committee shall be available to any Director for inspection. Except as otherwise provided by law, a majority of the members of any committee shall constitute a quorum at all meetings of such committee. Members of any committee may be present at and participate in such meetings by telephone as provided in these By-Laws. When a quorum is present at any committee meeting, the votes of a majority present and voting shall be necessary and sufficient for the decision of any question brought before the meeting except as otherwise provided by law or the Articles of Organization.

3.17 **Transactions with Directors.** The Corporation may enter into contracts or transact business with one or more of its Directors or officers, or with any firm of which one or more of its Directors or officers are members, or with any corporation, or association or business trust or other entity on which any one of its Directors or officer is a stockholder, director, officer, beneficiary and/or trustee, and such contract or transaction shall not be void or voidable solely by the fact that such director or officer has or may have interests therein which are or might be adverse to the interests of the Corporation, provided that:

(a) the material facts as to his/her relationship or interest and as to the contract or transaction are disclosed or are known to the Board and the Board in good faith authorizes 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

(b) the material facts as to his/her relationship or interest and as to the contract or transaction are disclosed or are known to the Board prior to voting thereon, and the contract or transaction is specifically approved in good faith by a vote of a majority of Directors; and

(c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board.

**SECTION 4**

**OFFICERS AND SPECIAL COMMITTEES**

4.1 **Number and Qualification.** The officers of the Corporation shall be a President, Treasurer and Secretary/Clerk (“Officers”) and such other officers as may from time to time be determined by the Board. Any two or more offices may be held by the same person.

4.2 **Election.** The President, Treasurer and Secretary/Clerk shall be elected by the Directors at the Annual Meeting or at a special meeting held in lieu thereof. Other officers, if any, may be elected by the Directors at any time.

4.3 **Tenure.** Except as provided by law or these By-Laws, the President, Treasurer and Secretary/Clerk shall hold office until the annual meeting or the special meeting of the Board held in lieu thereof, and thereafter until his/her successor is chosen and qualified. Other officers shall hold office until the next annual meeting, or the special meeting held in lieu thereof, unless a shorter term is specified in the vote choosing or appointing them.
4.4 **President.** The President shall have the power to see that all orders and resolutions of the Directors are carried into effect. The President shall have such other duties and powers as the Directors shall determine.

4.5 **Treasurer.** The Treasurer shall be the chief accounting officer of the Corporation. He or she shall have charge of all Corporation investments and shall receive all contributions, bequests and other amounts payable to the Corporation. The Treasurer shall, subject to the orders and under the supervision of the Board, have the custody and care of securities, cash and valuable papers of the Corporation. The Treasurer shall keep full and accurate accounts of receipts and disbursements in the books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the Directors or, in the absence of such designation, in such depositories as he or she shall deem proper. The Treasurer shall render to the President and the Directors such statement of transactions and accounts as the President and Directors may from time to time require. Notwithstanding the foregoing, the Treasurer shall perform such duties and have such powers as the Directors may designate.

4.6 **Secretary/Clerk.** The Secretary/Clerk shall record and maintain records of all proceedings of the Directors in a book or books kept for that purpose and shall have custody of the seal of the Corporation. The Secretary/Clerk shall perform such duties and have such powers in addition to the foregoing as the Directors shall designate. If the Secretary/Clerk is absent from any meeting of the Directors, a temporary Secretary/Clerk appointed by the President shall exercise the duties of the Secretary/Clerk at the meeting.

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

**SECTION 5**

**INTERESTED DIRECTORS AND OFFICERS**

5.1 Directors and officers may receive reasonable compensation for their services and may be reimbursed, subject to approval and ratification by the Board, for reasonable expenses incurred in connection with the affairs of the Corporation, including attendance at meetings. The Board may determine the salaries or other compensation of Directors and officers and of each employee or agent of the Corporation, whether or not such employee or agent is also a Director or officer of the Corporation. 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 or committee thereof which authorizes the contract or transaction, or solely because his/her 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 and no employee or agent of the Corporation shall be prevented from receiving compensation for serving as such by reason of the fact that he/she is also a Director or officer, if:
(a) The material facts as to his/her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee authorized the contract or transaction by the affirmative votes of a majority of the Directors; or

(b) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board or a committee thereof. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction, and their votes may be counted for the purpose of a vote by the Directors approving such contract or transaction.

SECTION 6
INDEMNIFICATION

6.1 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/her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he/she may be involved or with which he/she may be threatened, while in office or thereafter, by reason of his/her 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/she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his/her 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 therefore shall be approved:

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

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

(c) 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/her 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
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/her good faith belief that he/she 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, or otherwise under law.

By action of the Board, notwithstanding any interest of the Directors in such action, the Corporation may purchase and maintain insurance, in such amounts as the Board may from time to time deem appropriate, on behalf of any person who is or was an officer, Director, employee or other agent of the Corporation or who is or was serving at the request of the Corporation as an officer, Director, employee or other agent or another organization, or with respect to any employee benefit plan, against any liability incurred by such person in any such capacity, or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify such person against such liability.

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.

SECTION 7
FISCAL YEAR

7.1 The Fiscal Year of the Corporation shall end in each year on December 31.

SECTION 8
CORPORATE SEAL

8.1 The Board may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation, the year of its organization, and the word "Massachusetts."

SECTION 9
EXECUTION OF INSTRUMENTS, RECEIPT AND DISBURSEMENT OF FUNDS

9.1 Except as otherwise provided in these By-Laws or as the Board may generally or in particular cases authorize, all instruments, documents, deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Corporation shall be signed by the President or Treasurer. Facsimile signatures may be used in the manner and to the extent authorized generally or in particular cases by the Board. The Board may designate such other officer or officers who, in addition to or instead of the Treasurer, shall be authorized to receive and receipt for all monies due and payable to the Corporation from any source whatever, to endorse for deposit checks, drafts, notes, or other negotiable instruments, and to give full discharge and receipt therefore. Funds of the Corporation may be deposited in such banks or with such other corporations, firms, or individuals as the Board may from time to time designate.

SECTION 10
LIMITATIONS

10.1 At all times, notwithstanding any change in name, merger, consolidation, reorganization, termination, dissolution, or winding up of the Corporation, voluntary or involuntary, or by operation of law, or any other provision hereof:

(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustee, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II of its Articles of Organization, as may be amended from time to time.

(b) The Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.
(c) At no time shall the Corporation engage in any activities which are unlawful under the laws of the United States of America, the Commonwealth of Massachusetts, or any other jurisdiction where its activities are carried on.

(d) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, 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.

SECTION 11
DISSOLUTION

11.1 By an affirmative vote of the majority of the Board entitled to vote at a meeting duly called for such purpose, the Corporation may be dissolved by the filing of a petition for its dissolution with the Supreme Judicial Court of Massachusetts. Upon dissolution of the Corporation, any remaining assets shall be distributed to non-profit organizations, associations or entities to be chosen by the Board. These remaining assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or the corresponding section of any future Federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. 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, which are organized and operated exclusively for such purposes.

SECTION 12
AMENDMENT

12.1 These By-Laws may be altered, amended or repealed, in whole or in part, and new by-laws may be adopted by a majority of the Directors present at any regular meeting or special meeting, provided that at least two (2) days notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

SECTION 13
ADOPTION

13.1 These By-Laws shall be adopted by resolution of the Sole Incorporator of the Corporation.
- ATTACHMENT -

LIBERTY COMPASSION CENTER, INC. – APPLICATION 2 OF 3

QUESTION 16 – EMPLOYMENT AND EDUCATION FORMS
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

James A. Lomastro

Residential Address

[Redacted]

Title (at applicant non-profit corporation)

Chief Executive Officer

Name of Applicant Non-Profit Corporation

Liberty Compassion Center, Inc.
Application 2 of 3

Highest Education Attained – Institution, Degree, and Year

Brandeis University, Ph.D., 1976
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.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Title</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willimansett Center East</td>
<td>Administrator</td>
<td>2012-2015</td>
</tr>
<tr>
<td>Northampton Rehabilitation Center</td>
<td>Administrator</td>
<td>2007-2012</td>
</tr>
<tr>
<td>Berkshire Health System</td>
<td>Administrator</td>
<td>2003-2007</td>
</tr>
<tr>
<td>Mercy Hospital</td>
<td>Vice President of Health Affairs</td>
<td>1992-2003</td>
</tr>
<tr>
<td>Greater Boston Rehabilitation Center</td>
<td>CEO</td>
<td>1990-1992</td>
</tr>
<tr>
<td>Shaughnessy-Kaplan Rehabilitation Hospital</td>
<td>CEO</td>
<td>1980-1990</td>
</tr>
</tbody>
</table>

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

[Signature]

Signature of the Individual

Date Signed: 9/24/15
SECTION D. EMPLOYMENT AND EDUCATION FORM

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Name
Richard J. Rondeau

Residential Address

Title (at applicant non-profit corporation)
Chief Operations Officer and Cultivation Manager

Name of Applicant Non-Profit Corporation
Liberty Compassion Center, Inc.
Application 2 of 3

Highest Education Attained – Institution, Degree, and Year
Washburn University School of Law; JD - 1992
University of Denver Sturm College of Law; LLM - 1994
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.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Title</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co-Agronomics LLC d/b/a The Green Depot</td>
<td>Manager and Owner</td>
<td>July 2010 - Present</td>
</tr>
<tr>
<td>Premier Ventures d/b/a Governor's Park</td>
<td>Bartender</td>
<td>May 1994 - August 2013</td>
</tr>
</tbody>
</table>

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

Signature of the Individual: ___________________________  Date Signed: 09/23/2015
**SECTION D. EMPLOYMENT AND EDUCATION FORM**

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**Name**

Armand C. Spaziano

**Residential Address**

[Redacted]

**Title (at applicant non-profit corporation)**

Chief Financial Officer

**Name of Applicant Non-Profit Corporation**

Liberty Compassion Center, Inc.
Application 2 of 3

**Highest Education Attained – Institution, Degree, and Year**

University of Rhode Island; BS - Business Administration; 1989
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.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Title</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creative Resources Investment Advisors, LLC</td>
<td>Principal, Owner</td>
<td>1994 - Present</td>
</tr>
<tr>
<td>Summit Medical Compassion Center, Inc.</td>
<td>President</td>
<td>2012 - Present</td>
</tr>
</tbody>
</table>

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

Amanda C. Gayano
Signature of the Individual

09/23/2015
Date Signed
SECTION D. EMPLOYMENT AND EDUCATION FORM

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Name

Henry P. Roy

Residential Address

Title (at applicant non-profit corporation)

Security Manager

Name of Applicant Non-Profit Corporation

Liberty Compassion Center, Inc.
Application 2 of 3

Highest Education Attained – Institution, Degree, and Year

Bryant University, Bachelor of Science - Administration of Justice, Class of 1981
Providence College, Bachelor of Arts-History, Class of 1976
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.

<table>
<thead>
<tr>
<th>Employer</th>
<th>Title</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>RI Protective Services, LLC</td>
<td>Managing Partner</td>
<td>2014 - Present</td>
</tr>
<tr>
<td>RI Private Detectives &amp; Protective Services, LLC</td>
<td>Managing Partner</td>
<td>2005 - Present</td>
</tr>
</tbody>
</table>

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

Signature of the Individual

Date Signed

9/22/15