March 27, 2017

The Commonwealth of Massachusetts
Department of Public Health
Attention: Eric Sheehan, Esq.
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor
Boston, MA 02111

Dear Mr. Sheehan,

In response to your letter(s) of February 17, 2017, for corrections to Life Essence’s, Inc.’s Management and Operations Profile, please see the below answers:

1. Please see the attached three initialed applications of page 33.

2. My clients have decided not to adopt the articles of incorporation that we drafted, and will only use the Articles of Organization on file with the Commonwealth of Massachusetts, a copy of which is attached.

3. Please see attached Certificate of Good Standing.

4. Please see the attached bylaws.

5. Please see the attached Employment and Education Forms.

6. Mr. Tannenbaum will not be contributing any of the capital, it will be coming from Dr. Heidenberg and his wife Sandy Goodman.

7. The two people contributing the capital, jointly control the money through "tenancy by the entirety". It is a joint account, and they will simply transfer the funds to the operating accounts of Life Essence, Inc. as necessary.

8. We have resubmitted Question C.12 (all three applications), a copy of the loan agreement, and an independent agreement as to its compliance with the Non-Profit Guidance published by the DPH.
9. Please our attached Conflict of Interest Policy.

10. Please see the attached Question D.18 (1-3 applications) reflecting Dr. Heidenberg’s years of service.

11. Please see the attached Character and Competency Form for Jason Hancock. Mr. Skomurski was inadvertently added as the grower.

12. Please see the attached new answer to Question E.22.

13. Please see the attached new answer to Question E.22.

14. Please see the attached new answers to Question E.23.

15. Question 15 was blacked out. Was this intentional?

16. Please see the attached new answer to Question E.29

17. Please see the attached new answer to Question E.30.

18. Please see the attached new answer to Question E.32.

19. Please see the attached new answer to Question E.35.

20. Please see the attached new answer to Question E.36.

21. Please see the attached new answer to Question E.40.

22. Please see attached document. Mr. Skomurski has no affiliation whatsoever with the entity or any of the individuals associated with it.

23. Per the original answer to Mr. Carp’s response of the December 8th, 2016 letter, Mr. Carp has no affiliation with Life Essence, Inc., and merely works as their lawyer. Attached is a redacted fee agreement with Life Essence, Inc.

Respectfully,

Bob Carp

PHONE: 617-861-4LAW (4529) FAX: 866-723-8737
To Whom It May Concern:

I hereby certify that according to the records of this office,

LIFE ESSENCE, INC.

is a domestic corporation organized on October 21, 2016

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

Certificate Number: 17030542530
Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx
Processed by:
BY-LAWS

OF

LIFE ESSENCE, INC.

Article 1.

Definitions

Section 1.01 Name. The "Corporation" shall mean: Life Essence, Inc., its successors
and assigns.

Section 1.02 Board. The "Board" shall mean the Board of Directors of the
Corporation.

Article 2.

Purposes, Objectives and Governing Instruments

Section 2.01 Charitable, Educational, and Scientific Purposes and Powers. The
purposes of the Corporation, as set forth in the Articles of Incorporation, are
exclusively charitable, educational, or religious, within the meaning of section
501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding
provision of any future Federal tax law ("Section 501(c)(3)"). In furtherance of such
purposes, the Corporation shall have the same powers as an individual to do all
things necessary or convenient to carry out the purposes, as set forth in the Articles
of Incorporation and these Bylaws. The specific purposes of the Corporation are to
provide medical marijuana to registered patients of the Commonwealth of
Massachusetts.

Section 2.02 Governing Instruments. The Corporation shall be governed by its
Articles of Incorporation and its Bylaws.

Section 2.03 Nondiscrimination Policy. The Corporation will not practice or
permit any unlawful discrimination on the basis of sex, age, race, color, national
origin, religion, physical handicap or disability, or any other basis prohibited by law.

Section 2.04 Limitations on Activities. No part of the activities of the
Corporation shall consist of participating in, or intervening in, any political
campaign on behalf of or in opposition to any candidate for public office, nor shall
the Corporation operate a social club or any sort of for profit business.

Article 3.

Membership

The Corporation shall have no members.

Article 4.

Directors

Section 4.01  Annual Meeting. A meeting of the Board shall be held annually at such
place, on such date and at such time as may be fixed by the Board, for the purpose of
electing Directors, receiving annual reports of the Board and Officers, and for the
transaction of such other business as may be brought before the meeting.

Section 4.02  Number. The number of Directors constituting the entire Board shall
be fixed by the Board, but such number shall not be less than three (3).

Section 4.03  Election and Term of Office. The initial Directors of the Corporation
shall be those persons specified in the Certificate of Incorporation of the
Corporation. Each Director shall hold office until the next annual meeting of the
Board and until such Director's successor has been elected and qualified, or until his
or her death, resignation or removal.

Section 4.04  Powers and Duties. Subject to the provisions of law, of the Certificate
of Incorporation and of these By-Laws, but in furtherance and not in limitation of
any rights and powers thereby conferred, the Board shall have the control and
management of the affairs and operations of the Corporation and shall exercise all
the powers that may be exercised by the Corporation.

Section 4.05  Additional Meetings. Regular meetings of the Board may be held at
such times as the Board may from time to time determine. Special meetings of the
Board may also be called at any time by the President or by a majority of the
Directors then in office.

Section 4.06  Notice of Meetings. No notice need be given of any annual or regular
meeting of the Board. Notice of a special meeting of the Board shall be given by
service upon each Director in person or by mailing the same to him at his or her
post office address as it appears upon the books of the Corporation at least two
business days (Saturdays, Sundays and legal holidays not being considered business
days for the purpose of these By-Laws) if given in person, or at least four business
days, if given by mailing the same, before the date designated for such meeting
specifying the place, date and hour of the meeting. Whenever all of the Directors
shall have waived notice of any meeting either before or after such meeting, such meeting shall be valid for all purposes. A Director who shall be present at any meeting and who shall not have protested, prior to the meeting or at its commencement, the lack of notice to him, shall be deemed to have waived notice of such meeting. In any case, any acts or proceedings taken at a Directors' meeting not validly called or constituted may be made valid and fully effective by ratification at a subsequent Directors' meeting that is legally and validly called. Except as otherwise provided herein, notice of any Directors' meeting or any waiver thereof need not state the purpose of the meeting, and, at any Directors' meeting duly held as provided in these By-Laws, any business within the legal province and authority of the Board may be transacted.

Section 4.07 Quorum. At any meeting of the Board, a majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting from time to time to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

Section 4.08 Voting. At all meetings of the Board, each Director shall have one vote. In the event that there is a tie in any vote, the President shall have an additional vote to be the tie-breaker.

Section 4.09 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Section 4.10 Removal. Any Director may be removed for cause by vote of the Board provided there is a quorum of not less than a majority present at the meeting at which such action is taken.

Section 4.11 Resignation. Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 4.12 Vacancies. Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any Directors' meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

Section 4.13 Committee. The Board, by resolution adopted by a majority of the entire Board, may designate from among the Directors an executive committee and other standing committees, each consisting of three or more Directors, to serve at
the pleasure of the Board, and each of which, to the extent provided in such resolution, shall have the authority of the Board. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Section 4.14 Participation by Telephone. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article 5.

Officers

Section 5.01 Election and Qualifications; Term of Office. The Officers of the Corporation shall be a President, a Secretary, a Treasurer, and a Vice-President. The Officers shall be elected by the Board at the annual meeting of the Board and each Officer shall hold office for a term of one year and until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided in Sections 8 and 9 of this Article V. The same person may hold more than one office, except that the same person may not be both President and Secretary. The Board may appoint such other Officers as may be deemed desirable, including one or more Vice-Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. Such Officers shall serve for such period as the Board may designate.

Section 5.02 Vacancies. Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by the Board.

Section 5.03 Powers and Duties of the President. The President shall be the Chief Executive Officer of the Corporation. The President shall from time to time make such reports of the affairs and operations of the Corporation as the Board may direct and shall preside at all meetings of the Board. The President shall have such other powers and shall perform such other duties as may from time to time be assigned to the President by the Board.

Section 5.04 Powers and Duties of the Vice-Presidents. Each of the Vice-Presidents, if any, shall have such powers and shall perform such duties as may from time to time be assigned to such Vice President by the Board.

Section 5.05 Powers and Duties of the Secretary. The Secretary shall record and keep the minutes of all meetings of the Board. The Secretary shall be the custodian of, and shall make or cause to be made the proper entries in, the minute book of the Corporation and such books and records as the Board may direct. The Secretary
shall be the custodian of the seal of the Corporation and shall affix such seal to such contracts, instruments and other documents as the Board or any committee thereof may direct. The Secretary shall have such other powers and shall perform such other duties as may from time to time be assigned to the Secretary by the Board.

Section 5.06  **Powers and Duties of the Treasurer.** The Treasurer shall be the custodian of all funds and securities of the Corporation. Whenever so directed by the Board, the Treasurer shall render a statement of the cash and other accounts of the Corporation, and the Treasurer shall cause to be entered regularly in the books and records of the Corporation to be kept for such purpose full and accurate accounts of the Corporation's receipts and disbursements. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the principal office of the Corporation during business hours. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board.

Section 5.07  **Delegation.** In case of the absence of any Officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

Section 5.08  **Removal.** Any Officer may be removed from office at any time, with or without cause, by a vote of a majority of the Directors then in office at any meeting of the Board.

Section 5.09  **Resignation.** Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the Corporation.

**Article 6.**

**Bank Accounts, Checks, Contracts and Investments**

Section 6.01  **Bank Accounts, Checks and Notes.** The Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation. The Board shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

Section 6.02  **Contracts.** The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.
Section 6.03 Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

Article 7.

Indemnification

Section 7.01 Indemnity Under Law. The Corporation shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 7.02 Additional Indemnification.

(a) The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the Corporation, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the Corporation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Corporation (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or
its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

(b) The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the Corporation or served at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Corporation under this Section 2, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the Corporation of the commencement thereof:

(i) The Corporation will be entitled to participate therein at its own expense; and,

(ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Corporation to the Indemnitee of its election so to assume the defense thereof, the Corporation will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the Corporation in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnitee in the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of
counsel for the Indemnitee shall be borne by the Corporation (it being understood, however, that the Corporation shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which the Indemnitee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 2 to the contrary notwithstanding, the Corporation shall not be liable to indemnify the Indemnitee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Corporation nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Corporation to the Indemnitee pursuant to this Section 2, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnitee in defending such action, suit or proceeding, other than those expenses for which the Indemnitee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Corporation shall make such payments upon receipt of (i) a written request made by the Indemnitee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation hereunder, and (iii) evidence satisfactory to the Corporation as to the amount of such expenses. The Indemnitee's written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee may now or hereafter be entitled under the Corporation's Certificate of Incorporation or otherwise under the Corporation's By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.
Section 7.03 Limitation. No amendment, modification or rescission of this Article VII shall be effective to limit any person’s right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

Article 8.

Dissolution

The Corporation may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Certificate of Incorporation and with State law.

Article 9.

Amendments

These By-Laws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by the vote of a majority of the Directors then in office.

Article 10.

Construction

In the case of any conflict between the Certificate of Incorporation of the Corporation and these By-Laws, the Certificate of Incorporation of the Corporation shall control.

These Bylaws were adopted at a meeting of the Board of Directors of Life Essence, Inc., on October 21, 2016.

______________________________
Name
President

______________________________
Name
Secretary

______________________________
Name
Treasurer
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

JASON HANCOCK

Residential Address

[Redacted]

Title (at applicant non-profit corporation)

LEAD CULTIVATOR

Name of Applicant Non-Profit Corporation

[Blank]

Highest Education Attained – Institution, Degree, and Year

Highschool Diploma 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>STARVUS</td>
<td>CARE GIVER</td>
<td>Present &gt; 2012</td>
</tr>
<tr>
<td>Athmos</td>
<td>Technician</td>
<td>2012 &gt; 2008</td>
</tr>
<tr>
<td>Poland Springs</td>
<td>Delivery Driver</td>
<td>2008 &gt; 2005</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

1-3-17
SECTION D. EMPLOYMENT AND EDUCATION FORM

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Name

Gregory Johnson

Residential Address

Title (at applicant non-profit corporation)

Security Director

Name of Applicant Non-Profit Corporation

Life Essence, Inc.

Highest Education Attained – Institution, Degree, and Year

High School Diploma - Plant High School - 1977
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>X-Ray Equipment Services</td>
<td>President</td>
<td>1995 - Current</td>
</tr>
<tr>
<td>4020 W. South Ave. Tampa, FL 33614</td>
<td></td>
<td></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
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

Jeffrey R. Greenberg

Residential Address

Title (at applicant non-profit corporation)

Chief Executive Officer

Name of Applicant Non-Profit Corporation

Life Essence, Inc.

Highest Education Attained – Institution, Degree, and Year

Boston College, B.A., 1989
Applicant Non-Profit Corporation: Life Essence, Inc.

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>Jeffrey P. Greenberg</td>
<td>President</td>
<td>January, 2011 - Present</td>
</tr>
<tr>
<td>Presbar Companies</td>
<td>Senior Vice President &amp;</td>
<td>June 2002 - December 2010</td>
</tr>
<tr>
<td></td>
<td>General Counsel</td>
<td></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.

Jeffrey Greenberg
Signature of the Individual
12/31/16
Date Signed

Management and Operations Profile – Employment and Education Form - Page 2
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
Dr. Sandy Goodman, M.D.

Residential Address

Title (at applicant non-profit corporation)
Investor

Name of Applicant Non-Profit Corporation
Life Essence, Inc.

Highest Education Attained – Institution, Degree, and Year
Rutgers Robert Wood Johnson Medical School, MD degree, graduated 1987.
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>The Reproductive Medicine Group</td>
<td>OB-GYN</td>
<td>2000-current</td>
</tr>
<tr>
<td>Tampa Florida</td>
<td></td>
<td></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
## 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

| Howard Heidenberg |

### Residential Address

|  |

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

| Vice President |

### Name of Applicant Non-Profit Corporation

| Life Essence, Inc. |

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

| University of Medicine and Dentistry of New Jersey, School of Osteopathic Medicine, Doctor of Osteopathic Medicine, 1987. |
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>Florida Urology Partners</td>
<td>Urology Specialist</td>
<td>2000-current</td>
</tr>
<tr>
<td>1209 W. Swann Ave.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tampa, FL 33606</td>
<td></td>
<td></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
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.

Life Essence, Inc. has a Related Party Transaction with Howard Heidenberg and Sandy Goodman for the necessary initial capital requirements established by the Department of Health.

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: RC.
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.

Chief Executive Officer - No Experience

Chief Operations Officer - Dr. Howard Heidenberg is a graduate of the United States Military Academy at West Point. He performed his residency training in Urology at Walter Reed Army Medical Center in Washington, DC where he received subspecialty training in Male Infertility. Following his residency training, he remained on staff at Walter Reed as a general urologist and became Chief of Male Infertility until relocating to the Tampa Bay area in 2000. He is a partner physician with Tampa Urology, a division of Florida Urology Partners, where he practices general urology and specializes in male infertility. Dr. Heidenberg has numerous publications and has received many awards, including the Bronze Star. He has been recognized as one of "America's Top Urologists". He has been a practicing physician for 24 years.

Chief Financial Officer - No Experience
22. Describe the types and forms of Marijuana Infused Products ("MIPs") that the RMD intends to produce, if any.

Life Essence, Inc.'s dispensary intends to produce the following MIPs, all of which shall comply with the DPH guideline:

Transdermal/topical salve and patches, creams and lotions, tinctures, vaporizer oils, food, candy, bakery items and beverages.

LABELING AND PACKAGING - All labels will be printed and firmly attached containing wording that is no less than 1/16 in size on each package, and all MIP unit sizes will be such that no single unit contains more than the DPH allotted supply of marijuana. All packaging will be child-resistant and light-resistant, and labeled as containing cannabis. All products will provide a warning to keep away from children and store in a child proof place.

All MIPs will contain a label in English that states:

(1) The manufacturer's name and address;
(2) A unique serial tracking number that will match the product with a producer batch and lot number so as to facilitate any warnings or recalls the department or producer deem appropriate;
(3) The final testing and packaging date;
(4) The expiration date;
(5) The product weight;
(6) A list of all active ingredients, including a terpenes profile, tetrahydrocannabinol (THC), tetrahydrocannabinol acid (THCA), cannabidiol (CBD), cannabidiolic acid (CBDA), and any other active ingredient that constitute at least 1% of the marijuana batch used in the product.
(7) A listing of all non-cannabis ingredients.

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

Life Essence, Inc.’s cultivation facility will produce MIPs which will be sold at its dispensaries. Standard operating procedures for the MIPs commercial kitchen facility will include:

MIP COMMERCIAL KITCHEN FACILITY SPECIFICATIONS - Life Essence, Inc. will build a MIP commercial kitchen facility that fully complies to both M.G.L. 105 CMR 590.000 and 105 CMR 725. Sinks, hand-washing stations, storage, testing, wall coverings, bathroom requirements, HVAC, refrigeration and freezer, cooking areas, insect control, personnel uniforms, packaging areas, etc. will all follow and comply with all State and Federal guidelines (1999 Food Code and supplements). All employees making or handling MIPs will be SafeServ certified.

Life Essence, Inc. will use the Heideloph Precision PX1 and Roto Vape extraction machine to separate trichomes and release cannabinoids from the products, creating a processed extract to be used to infuse edibles. All MIPs will be prepared using commercial recipes for candies, edibles, liquids, bakery items, etc., supported by specialty MIP technicians. All MIP batches will be recorded and tracked in a kitchen recording system, and all products will have a label containing the batch and production date. All batches will be tested with in-house equipment and through an independent third party commercial lab.

Life Essence, Inc. will create an HACCP plan (Hazard Analysis and Critical Control Points) which will be available for review by the DPH.

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

Life Essence, Inc. will utilize an outside third party lab for testing. In house the SOP's for quality control and testing include:

- All nutrients will be examined for contents & potential contaminants.
- Only biological pesticides will be applied.
- Filtered water will be used to prevent contamination.
- All workers will walk through a ceiling blower to remove potential contaminants before entering facility.
- Workers will walk through a special container of a water/chlorine mix to kill shoe borne contaminants.
- Application of gamma irradiation equipment to kill 99% of all micro-organisms.
- All testing performed subject to the Cannabis Inflorescence and Leaf monograph (American Herbal Pharmacopoeia) standards.
- Limit tests will include foreign organic matter, total ash, & acid-insoluble ash.
- All external testing done by state approved labs.
- All crops batch tested for pests, contaminants, mold and potency.
- Soil testing before use for contaminants and pests.
- Determination of sample size for internal and external testing.
- Written procedure for responding to contaminated samples.
- Additional batch sampled uniquely bar coded for further sampling.
- All testing documentation retained for five years.
- Procedures in place for stability testing to determine shelf life for MIPS.
- Random sampling of finished products currently for sale.
- All nutrients and additives shelf life recorded and reviewed.
- Expiration dates in large font on labels.

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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.

| Patient data will be entered into a database only accessible by licensed dispensary agents |
| Network ports will be blocked for transmitting data except to the DPH |
| Paper records will be stored in locked file cabinets accessible only by designated employees |
| USB ports will be disabled to prevent copying files |
| Patient information will only be provided by subpoena, a request from a court of competent jurisdiction, or to a third party after having a release signed by the patient or their health care proxy. |
| Paper records will be shredded after using |
| No medical records will left unattended |
| Employees will be trained and tested on patient confidentiality |
| Passwords will be changed every thirty days |
| Workstations/computers must be signed off when unattended |
| No passwords may be written on any paper |
| Workstations/computers may only be positioned in secure areas |
| Software will provide a "digital trail" |
| All disclosures require written authorization |
| Retention policies revised annually |

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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.

Life Essence, Inc.'s Financial Hardship Program will provide reduced cost marijuana to patients with documented, verified financial hardship. The recipient must meet those criteria listed in CMR 725.004. There will be a sliding scale based on federal poverty levels providing assistance to those patients that receive MassHealth or Supplemental Social Security Income, or if the individual's income does not exceed 300% of the FPL, adjusted for family size. Patients who are at the level where their income is calculated to be 100% or less of the FPL will qualify for a free eighth of an ounce of medicine weekly. In the event a patient purchases more than the free product in a week, the medicine may be purchased at a 50% discount. The sliding scale provides for those earning 101% to 200% of the FPL will qualify for a 75% discount on an eight of an ounce purchase per week. Additional medicine beyond the original eighth of an ounce purchased during a given week will qualify for a 50% discount. Patients whose annual income falls in the range of 201%-300% will qualify for a 50% discount on an eighth of an ounce of medicine per week. Any amount acquired above the eighth of an ounce during a given week can be purchased at a 25% discount. Former military members whose current income is 200% or less of the FPL will receive a full ounce of medicine every two weeks for free. All information concerning our hardship fee scale will be posted in the dispensary.

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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.

Life Essence, Inc. has obtained a commitment for liability insurance and other general coverage required by 105 CMR 725.105(Q)(1) through the Philbin Insurance Group. The policy will provide for general liability, property coverage, coverage for business income and additional expenses and product liability. The general liability policy will have $1,000,000 per occurrence, $2,000,000 in aggregate annually, product liability coverage for $1,000,000 per occurrence and $2,000,000 in aggregate annually. The deductible for the liability policy is $5,000 per occurrence.
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SECTION 1. PURPOSE:

Life Essence, Inc. is a nonprofit organization. Therefore, state regulatory and tax officials view the operations as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between Life Essence, Inc. and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of Life Essence, Inc. honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of The Life Essence, Inc. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with Life Essence, Inc. or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees who can influence the actions of Life Essence, Inc. For example, this would include all who make purchasing decisions, all persons who might be described as “management personnel,” and anyone who has proprietary information concerning The Life Essence, Inc.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to Life Essence, Inc.
2. Persons and firms from whom Life Essence, Inc. leases property and equipment.
3. Persons and firms with whom Life Essence, Inc is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting Life Essence, Inc.
6. Agencies, organizations, and associations which affect the operations of Life Essence, Inc.
7. Family members, friends, and other employees.
8. Any situation where a member of the board of directors is also an employee.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:
1. Owning stock or holding debt or other proprietary interests in any third party dealing with Life Essence, Inc.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with both Life Essence, Inc. itself or any third party dealing with Life Essence, Inc.
3. Receiving remuneration for services with respect to individual transactions involving Life Essence, Inc.
4. Using Life Essence, Inc.'s time, personnel, equipment, supplies, or good will for other than Life Essence, Inc. approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with Life Essence, Inc. Receipt of any gift is disapproved except gifts of a value less than $50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy. The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of Life Essence, Inc.

However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:
1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the chief executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the [board or a duly constituted committee thereof]. Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict,
then to the board vice-chair) who shall bring these matters to the [board or a duly constituted committee thereof].

The [board or a duly constituted committee thereof] shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to Life Essence, Inc. The decision of the [board or a duly constituted committee thereof] on these matters will rest in their sole discretion, and their concern must be the welfare of Life Essence, Inc and the advancement of its purpose.

**Life Essence, Inc**

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are termed "affiliated persons" and include the following:

1. your spouse, domestic partner, child, mother, father, brother or sister;
2. any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
3. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. **NAME OF EMPLOYEE OR BOARD MEMBER:** (Please print)

2. **CAPACITY:**
   - board of directors
   - executive committee
   - officer
   - committee member
   - staff (position):

3. Have you or any of your affiliated persons provided services or property to _______ in the past year?
   _YES _NO
   If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

4. Have you or any of your affiliated persons purchased services or property from _______ in the past year?
   _YES _NO
   If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:
5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which ________ was or is a party?
   ___YES___NO
   If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

   ___________________________________________________________

   ___________________________________________________________

6. Were you or any of your affiliated persons indebted to pay money to ________ at any time in the past year (other than travel advances or the like)?
   ___YES___NO
   If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

   ___________________________________________________________

7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from ________ or as a result of your relationship with ________, that in the aggregate could be valued in excess of $1,000, that were not or will not be compensation directly related to your duties to ________?
   ___YES___NO
   If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

   ___________________________________________________________

8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving ________?
   ___YES___NO
   If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

   ___________________________________________________________

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by ________’s [board or a duly constituted committee thereof] in accordance with the terms and intent of ________’s conflict of interest policy?
   ___YES___NO
   If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

   __________________________________________________________

   __________________________________________________________
I HERBY CONFIRM that I have read and understand Life Essence, Inc.'s conflict of interest policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify [designated officer or director] immediately.

__________________ Signature
__________________ Date

Life Essence, Inc.

GIFT POLICY AND DISCLOSURE FORM

As part of its conflict of interest policy, Life Essence, Inc. requires that directors, officers and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with Life Essence, Inc or are a competitor of it. This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. "Responsible Person" is any person serving as an officer, employee or a member of the board of directors of Life Essence, Inc.

Section 2. "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3. "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to Life Essence, Inc is not a "contract" or "transaction."

Section 4. Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than $50 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

1. Does or seeks to do business with Life Essence, Inc. or,

2. Does or seeks to compete with Life Essence, Inc. or,

3. Has received, is receiving, or is seeking to receive a Contract or Transaction with Life Essence, Inc.

GIFT STATEMENT

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed
statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

________________________________________
Signature

________________________________________
Date
The Commonwealth of Massachusetts  
Department of Public Health  
Attention: Eric Sheehan, Esq.  
Medical Use of Marijuana Program  
99 Chauncy Street, 11th Floor  
Boston, MA 02111

March 27, 2017

To Whom It May Concern:

Please accept this as confirmation that Matthew Skomurski has no affiliation with Life Essence, Inc., or any of the individuals associated with the enterprise. Mr. Skomurski is not (or has been) employed by Life Essence, Inc., has never been a member of the corporation, and to the best of our knowledge he does not control any entity that directly or indirectly controls more than 3 RMDS. Our attorney inadvertently added his name to our application.

Sincerely,

Jeffrey Greenberg, Esq.