

April 11, 2013

FORWARDED VIA HAND DELIVERY

Michael K. Dexter, Chief
Rhode Island Department of Health
Office of Health Systems Development
Three Capitol Hill, Room 410
Providence, RI 02908-5097

Re: Initial Licensure Application

Dear Mike:

Enclosed are three (3) paper copies of the initial application for licensure as an organized ambulatory care facility submitted by B & B Consulting, LLC d/b/a B & B Medical Marijuana Evaluation Center. Also enclosed is a check for the application fee in the amount of One Thousand Five Hundred Dollars (\$1,500).

Please feel free to call me if you need anything else or have any questions.

Sincerely,



Kelly I. McGee, Esq.

cc: Jessica Cotton

INITIAL LICENSURE APPLICATION

Name of Applicant: B&B Consulting, LLC d/b/a B&B Medical Marijuana Evaluation Center
Name of Facility: B&B Medical Marijuana Evaluation Center
Date Application Submitted: April 11, 2013
Amount of Fee: \$1,500.00

All questions concerning this application should be directed to the Office of Health Systems Development at (401) 222-2788

Please have the appropriate individual attest to the following:

"I hereby certify that the information contained in this application is complete, accurate and true."

Jessica Cotton 4/10/13
signed and dated by the President or Chief Executive Officer

James R. ... 4/10/13
signed and dated by Notary Public

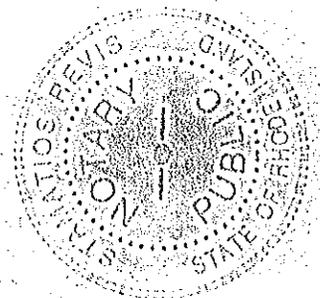


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1. Requested Facility License (select only 1 per application):

	Freestanding Emergency Care Facility (R23-17-FECF)
	(Outpatient) Kidney Treatment Center (R23-17-DIAL)
X	Organized Ambulatory Care Facility (R23-17-OACF)
	(Outpatient) Birth Center (R23-17-BC)

2. Please provide an executive summary describing the nature and scope of the proposal which should at least include the following: (1) identification of all parties and their track record and experience, (2) the types of services to be offered, (3) operational information about the proposed facility (hours of operation, whether the site is leased or owned, geographic area to be served, estimated date of when service will start being offered, if approved), (4) whether the applicant will seek professional accreditation from a nationally recognized accrediting agency (eg. CHAP, JACHO, etc.).

B&B Consulting, LLC d/b/a B&B Medical Marijuana Evaluation Center (“B&B”) is a Rhode Island limited liability company organized on March 29, 2012. Currently, B&B provides billing and administrative services for Richard Goccia, M.D., who performs medical marijuana certification evaluations. B&B seeks to be licensed as an Organized Ambulatory Care Facility (“OACF”) to provide a safe environment for patients suffering from diseases such as multiple sclerosis or from chronic pain to receive the medical services necessary for them to obtain medical marijuana to help alleviate their symptoms. In addition B&B will assist patients with finding qualified compassion centers, and advise them on the experience of being a medical marijuana patient. B&B has no financial or personal interest in any individual compassion center, and seeks only to assist patients with finding the compassion center that will work for them.

B&B recognizes its unique position as the first medical marijuana evaluation and consultation service to seek licensure from the Department of Health. B&B hopes to establish a standard for providers of such services, and to ensure that patients receive the optimal level of medical care, as well as the information they need to make an informed decision about medical marijuana therapy.

Background

B&B was established in 2012 with the goal of assisting medical marijuana patients with their questions and concerns. Jessica Cotton is the sole member of B&B and founded B&B because of the experiences she and her husband, Bill, had as Mr. Cotton became Rhode Island’s first medical marijuana patient. Bill Cotton suffers from multiple sclerosis and in 1999 was part of a clinical trial that permitted him to use medical marijuana therapeutically. Mr. Cotton discovered that medical marijuana alleviated his symptoms, and since the passage of the Rhode Island medical marijuana law, he has been active in testifying to the General Assembly regarding certain aspects of the act, such as caregiver rights and patient rights. In addition, Mr. Cotton has volunteered with the Rhode Island Patient Advocacy Coalition (“RIPAC”) for 3 years, and currently serves as its Treasurer. RIPAC is dedicated to the principle that patients whose doctors recommend medical marijuana should have safe access to it.

After experiencing difficulty finding other patients who understood the intricacies of being a medical marijuana patient, the Cottons decided to form B&B with the goal of creating a place where approved medical marijuana patients could receive information and guidance about being a medical marijuana patient. Mr. Cotton currently advises B&B’s clients who have questions about obtaining medical

marijuana from safe sources (*i.e.*, licensed compassion centers) and navigating the medical marijuana legal environment, and provides perspective on being a medical marijuana patient.

Now B&B desires to be licensed as an OACF to coordinate the medical services provided by Dr. Goccia and the consultation services provided by Mr. Cotton, in an environment regulated by the Rhode Island Department of Health.

Proposed Services

Under the *Rules and Regulations Related to the Medical Marijuana Program* (the “Regulations”), patients suffering from a “debilitating medical condition”, as defined in the Regulations, can obtain a written certification from a physician in order to obtain medical marijuana from a compassion center. Pursuant to the Regulations, B&B’s physicians will conduct physical examinations of patients to determine if medical marijuana is an appropriate treatment and if it will alleviate some of the patients’ symptoms. Following the physical examination, patients will have access to information on compassion centers in the area and will be able to discuss the experience of being a medical marijuana patient with current patients. B&B staff will also encourage patients to attend a RIPAC orientation meeting to learn about the Rhode Island medical marijuana law and how to connect with responsible caregivers.

Immediately following licensure, B&B will employ Dr. Goccia, who will be the sole physician at B&B, as well as the medical director. Dr. Goccia is licensed as a physician in Rhode Island, Connecticut and New York, and has practiced emergency medicine for almost 30 years. Dr. Goccia is semi-retired, but provides medical marijuana evaluations two days per week because he realizes the importance of patients having access to medical marijuana to ease their symptoms. Currently, Dr. Goccia operates under his own medical license, and B&B provides administrative and billing services for him. Following licensure as an OACF, B&B will employ Dr. Goccia directly on a part-time basis.

Jessica Cotton will be the administrator of B&B. Ms. Cotton has a Bachelor’s degree in Accounting from Bryant University. Currently, Ms. Cotton provides administrative services to Dr. Goccia, such as maintaining the medical records of his patients and coordinating patient visits, through an agreement between B&B and Dr. Goccia.

B&B will be open Mondays and Thursdays from 9:00 am to 5:00 pm, but may increase its days and hours of operation if there is a need. B&B currently leases medical office space in a medical office building located at 300 Toll Gate Road in Warwick, Rhode Island. The office has 2 examination rooms where patients can receive their physical examination in a safe and medically-appropriate setting.

At this time, B&B will not seek professional accreditation because there is no accrediting body for medical marijuana evaluation facilities.

3. Legal name and address of the applicant (i.e the proposed licensee):

Name:	B&B Consulting, LLC d/b/a B&B Medical Marijuana Evaluation Center	Telephone:	(401) 921-5791
Address:	300 Toll Gate Road Suite 201 Warwick, Rhode Island	Zip Code:	02886

4. Information of the President or Chief Executive Officer of the applicant:

Name: Jessica Cotton	Telephone: (401) 921-5791
Address: 300 Toll Gate Road Suite 201 Warwick, Rhode Island	Zip Code: 02886
E-Mail: info@bandbconsultingri.com	Fax: (401) 921-5829

5. Information for the person to contact regarding this proposal (only if different from the President/CEO in Question 4):

Name: Kelly I. McGee, Esq.	Telephone: (401) 454-0400
Address: Donoghue, Barrett & Singal, PC 10 Weybosset Street Suite 602 Providence, Rhode Island	Zip Code: 02903
E-Mail: kmcgee@dbslawfirm.com	Fax: (401) 454-0404

6. Applicant's legal status: Sole Proprietorship Partnership
 Corporation **Limited Liability Corporation**
- Applicant's tax status: **For-Profit** Not-For-Profit

7. Name of the proposed facility administrator, please also attach a job description for the position and a resume (with professional references & phone numbers) for this individual:

Jessica Cotton is the proposed facility administrator. Please see Exhibit 7 for the administrator's job description and Ms. Cotton's resume.

8. Will the facility be operated under management agreement with an outside party? Yes No
- If response to Question 8 is "Yes", please provide copies of that agreement.

9. Will the facility offer healthcare services provided under contract with an outside party? Yes No
- If response to Question 9 is "Yes", please identify and describe those services to be contracted out.

10. Will the facility, as proposed, be in full compliance with all applicable rules and regulations (and not require any variances)? Yes ___ No X

If the response to Question 10 is 'No', please explain.

B&B requests a variance from the *Rules and Regulations for the Licensing of Organized Ambulatory Care Facilities* (the "OACF Regulations") related to the establishment of certain policies and procedures that do not relate to the proposed facility's services.

- **Policy related to a program permitting selected individuals other than physicians or other licensed, registered or certified personnel to perform extended, defined patient care functions. (See Section 9.4(e) of the OACF Regulations.)
Reason for variance: Only licensed, registered or certified personnel will perform patient care functions for B&B.**
- **Policy related to procurement and storage of drugs and medications on the premises. (See Section 16.2(e) of the OACF Regulations.)
Reason for variance: There will be no drugs or medications stored on B&B's premises.**
- **Policy related to disposal of hypodermic needles, syringes and instruments in accordance with the *Rules and Regulations Governing Hypodermic Needles, Syringe and Other Such Instruments* (R21-28-CS-4). (See Section 16.2(g) of the OACF Regulations.)
Reason for variance: B&B will not use hypodermic needles, syringes or any other instrument adapted for the administration of drugs by injection as a part of its medical services.**

11. Please provide an organizational chart identifying all "parent" legal entities with direct or indirect ownership in or control of the applicant, all "sister" legal entities also owned or controlled by the parent(s), and all "subsidiary" legal entities owned or controlled by the applicant.

See **Exhibit 11**.

12. For all entities identified in response to Question 11, please provide a brief narrative clearly explaining the relationship of these entities to each other and to the applicant, including ownership.

Not applicable. B&B is a single-member limited liability company, with no related corporate entities.

13. Does the entity seeking licensure plan to participate in Medicare or Medicaid (Titles XVIII or XIX of the Social Security Act)?

MEDICARE: Yes___ No X

MEDICAID: Yes___ No X

If response to Question 12, for either Medicare and/or Medicaid is 'No', please explain.

Currently the services offered by the Applicant are not covered under Medicare or Medicaid.

14. If the proposed owner, operator or director of the proposed health care facility owned, operated or directed a health care facility (both within and outside Rhode Island) within the past five years, please demonstrate the record of that person(s) with respect to access of traditionally underserved populations to its health care facilities.

Not applicable.

15. Please provide a copy of proposed charity care policies and procedures and charity care application form.

See Exhibit 15.

16. Please identify the proposed immediate and long-term plans of the applicant to ensure adequate and appropriate access to the program and health care services to be provided by the proposed health care facility to traditionally underserved populations.

B&B is dedicated to ensuring that all patients who need medical marijuana evaluations will be able to receive evaluations. To that end, B&B has established a generous financial assistance policy. All patients who receive Social Security Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI) or Veterans Disability benefits are automatically eligible for financial assistance. Further, patients who are unemployed, who receive welfare benefits, or who have other financial difficulties, may apply for financial assistance. Currently around 38% of Dr. Goccia's patients receive some sort of discount based on need and B&B anticipates financial assistance continuing at that rate for the foreseeable future.

Please see B&B's financial assistance policy at Exhibit 15 for further information.

17. Will the facility provide healthcare services (for which it is seeking licensure) to patients without discrimination, including the patients' ability to pay for services? Yes X No___

If response to Question 17 is "No", please explain.

18. Please identify any state or federal licensure or certification citations and/or enforcement actions taken against the applicant and their affiliates within the past 3 years and the status or disposition of each.

None.

19. Please provide a list of pending or adjudicated citations, violations or charges against the applicant and their affiliates brought by any governmental agency or accrediting agency within the past 3 years and the status or disposition of each.

None.

20. Please provide a list of any investigations by federal, state or municipal agencies against the applicant and their affiliates within the past 3 years and the status or disposition of each.

None.

21. Please identify any planned actions of the applicant to reduce, limit, or contain health care costs and improve the efficiency with which health care services are delivered to the citizens of this state.

B&B seeks to improve patient access to medical marijuana evaluations and to increase the efficiency with which such services are delivered to citizens of Rhode Island. Once B&B is licensed as an Organized Ambulatory Care Facility, patients and providers will be aware that the physicians at B&B are available to provide the health care services needed to determine if a patient is a candidate for medical marijuana treatment. B&B will provide appropriate health care services at a facility that is licensed and regulated by the Rhode Island Department of Health.

22. Please provide a copy of the Quality Assurance Policies (for the proposed services) and a detailed explanation of how quality assurance for patient services will be implemented at the proposed facility.

See Exhibit 22 for the Quality Assurance Policies.

23. Please provide a detailed description about the amount and source of the equity and debt commitment for this transaction. (**NOTE:** If debt is contemplated as part of the financing, please complete Appendix C). Additionally, please demonstrate the following:

- A. The immediate and long-term financial feasibility of the proposed financing plan;
- B. The relative availability of funds for capital and operating needs; and
- C. The applicant's financial capability.

There is no financing required for the establishment of the proposed organized ambulatory care facility. Please see Exhibit 28 and Appendix A for more information about B&B's finances.

24. Please provide legally binding evidence of site control (e.g., deed, lease, option, etc.) sufficient to enable the applicant to have use and possession of the subject property.

See Exhibit 24.

25. Please identify any zoning approvals that may be required in order to implement this proposal and the applicant's actions taken to date to obtain such approvals.

Not applicable.

26. Please provide pictures and schematics of the proposed facility in sufficient detail to show use and dimensions of the space.

See Exhibit 26.

27. Please provide each of the following documents applicable to the applicant's legal status:

- Certificate and Articles of Incorporation and By-Laws (for corporations)
- Certificate of Partnership and Partnership Agreement (for partnerships)
- Certificate of Organization and Operating Agreement (for limited liability corporations)

See Exhibit 27.

28. If the applicant or one of its parent companies (or ultimate parent) is not a publicly traded corporation, please provide the audited financial statements for the most recent three years, if applicable.

B&B does not have audited financial statements. Attached as Exhibit 28 is a profit & loss statement for the period of March 2012 (when B&B was formed) to December 2012.

29. If the applicant or one of its parent companies (or ultimate parent) is a publicly traded corporation, please provide copies of its most recent SEC 10K filing.

Not applicable.

30. All applicants please complete Appendixes A, D, and E.

TAB A

Appendix A

1. Please indicate the financing mix for the capital cost of this proposal, if applicable.
NOTE: the Health Services Council's policy requires a minimum 20 percent equity investment.

This proposal has no capital costs associated with it.

Source	Amount	Percent	Interest Rate	Terms (Yrs.)
Equity*	\$	%		
Debt**	\$	%	%	
Lease	\$	%	%	
TOTAL	\$	100%		

* Equity means non-debt funds contributed towards the capital cost related to a change in owner or change in operator of a healthcare facility which funds are free and clear of any repayment or liens against the assets of the proposed owner and/or licensee and that result in a like reduction in the portion of the capital cost that is required to be financed or mortgaged.

** If debt financing is indicated, please complete Appendix C.

2. Please identify the total number of FTEs (full time equivalents) and the associated payroll expense (with fringe benefits) required to staff this proposal.

Personnel	RAMP UP YEAR 2013		FIRST FULL FISCAL YEAR 2014	
	Number of FTEs	Payroll W/Fringes	Number of FTEs	Payroll W/Fringes
Medical Director	# .40	\$ 56,150	# .40	\$ 166,400
Physicians	#	\$	#	\$
Administrator	#	\$	#	\$
Director of Nursing	#	\$	#	\$
RNs	#	\$	#	\$
LPNs	#	\$	#	\$
Nursing Aides	#	\$	#	\$
PTs	#	\$	#	\$
OTs	#	\$	#	\$
Speech Therapists	#	\$	#	\$
Clerical	#	\$	#	\$
Housekeeping	#	\$	#	\$
Other: (Office Assistant)	# .40	\$ 15,600	# .80	\$ 31,200
	#	\$	#	\$
TOTAL:	# .80	\$ 71,750	# 1.2	\$ 197,600

Appendix A (cont.)

3. All applicants must complete Table A. Please include the data for the ramp up year and first full year after implementation. Please provide both the amounts and percentages for each category.

Table A (All Applicants)

PAYOR SOURCE	RAMP UP YEAR 2013				FIRST FULL FISCAL YEAR 2014			
	Units of Service (specify _____)		NET PATIENT REVENUE		Units of Service (specify _____)		NET PATIENT REVENUE	
	#	%	\$	%	#	%	\$	%
Medicare	#	%	\$	%	#	%	\$	%
Medicaid	#	%	\$	%	#	%	\$	%
Blue Cross	#	%	\$	%	#	%	\$	%
Commercial	#	%	\$	%	#	%	\$	%
HMOs	#	%	\$	%	#	%	\$	%
Workers' Comp.	#	%	\$	%	#	%	\$	%
Self-Pay	# 645	100 %	\$ 89,520	100 %	# 1,200	100 %	\$ 230,000	100 %
Other: (_____)#	#	%	\$	%	#	%	\$	%
TOTAL:	# 645	100 %	\$ 89,520	100 %	# 1,200	100 %	\$ 230,000	100 %
Charity Care*	# 243	37.7 %	\$ 6,075	6.8 %	# 400	30 %	\$10,000	4.3 %

* Charity care does not include bad debt and is based on costs (not charges).

Appendix A (cont.)

4. Please complete the following projected income statements for the first three years after implementation. Round all amounts to the nearest dollar.

PRO-FORMA FOR PROPOSED FACILITY			
	Ramp up Year 2013	First Full Fiscal Year 2014	Second Full Fiscal Year 2015
REVENUES:			
Net Patient Revenue	\$ 89,520	\$ 230,000	\$ 265,000
Other: ()	\$	\$	\$
Total Revenue	\$ 89,520	\$ 230,000	\$ 265,000
EXPENSES:			
Payroll w/Fringes	\$ 71,750	\$ 197,600	\$ 202,600
Bad Debt	\$	\$	\$
Supplies	\$ 1,000	\$ 2,000	\$ 3,150
Office Expenses	\$ 2,300	\$ 1,100	\$ 1,900
Utilities	\$ 2,490	\$ 2,980	\$ 3,000
Insurance	\$ 410	\$ 410	\$ 410
Charitable Contributions	\$ 6,075	\$ 10,000	\$ 12,000
Legal / Professional Fees	\$ 10,200	\$ 5,650	\$ 4,500
Lease	\$ 22,200	\$ 22,800	\$ 22,800
Other: (Advertising)	\$ 1,800	\$ 3,000	\$ 3,450
Other: (Bank Charges)	\$ 650	\$ 500	\$ 550
Other: (Misc.)	\$ 1,500	\$ 1,850	\$ 1,550
Total Expenses	\$ 120,375	\$ 247,890	\$ 255,910
OPERATING PROFIT:	\$ (30,855)	\$ (17,890)	\$ 9,090

Number of Patients:	645	1,200	1,325
Number of Visits:	813	2,160	2,320

TAB D

Appendix D

Disclosure of Ownership and Control Interest

All applicants must complete this Appendix

Please answer the following questions by checking either 'Yes' or 'No'. If any of the questions are answered 'Yes', please list the names and addresses of individuals or corporations.

1. Will there be any individuals (or organizations) having a direct (or indirect) ownership or control interest of 5 percent or more in the applicant, that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX of the Social Security Act? Yes___ **No X**
2. Will there be any directors, officers, agents, or managers of the applicant (or facility) who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX of the Social Security Act? Yes___ **No X**
3. Are there (or will there be) any individuals employed by the applicant (or facility) in a managerial, accounting, auditing, or similar capacity who were employed by the applicant's fiscal intermediary within the past 12 months (Title XVIII providers only)? Yes___ **No X**
4. Will there be any individuals (or organizations) having direct (or indirect) ownership interests, separately (or in combination), of 5 percent or more in the applicant (or facility)? (Indirect ownership interest is ownership in any entity higher in a pyramid than the applicant) **Yes X** No___ (Note, if the applicant is a subsidiary of a "parent" corporation, the response is 'Yes')

Jessica Cotton is the sole member of the applicant and holds 100% of the ownership interest in B&B. Ms. Cotton's address is 300 Toll Gate Road, Suite 201, Warwick, Rhode Island 02886.

5. Will there be any individuals (or organizations) having ownership interest (equal to at least 5 percent of the facility's assets) in a mortgage or other obligation secured by the facility? Yes___ **No X**
6. Will there be any individuals (or organizations) that have an ownership or control interest of 5 percent or more in a subcontractor in which the applicant (or facility) has a direct or indirect ownership interest of 5 percent or more. (Also, please identify those subcontractors.) Yes___ **No X**
7. Will there be any individuals (or organizations) having a direct (or indirect) ownership or control interest of 5 percent or more in the applicant (or facility), who have been direct (or indirect) owners or employees of a health care facility against which sanctions (of any kind) were imposed by any governmental agency? Yes___ **No X**
8. Will there be any directors, officers, agents, or managing employees of the applicant (or facility) who have been direct (or indirect) owners or employees of a health care facility against which any sanctions were imposed by any governmental agency? Yes___ **No X**

T A B E

Appendix E

Ownership Information

All applicants must complete this Appendix

1. List all officers, members of the board of directors, and trustees of the applicant and/or ultimate parent entity. For each individual, provide their home and business address, principal occupation, position with respect to the applicant and/or ultimate parent entity, and amount, if any, of the percentage of stock, share of partnership, or other equity interest that they hold.

Jessica Cotton

Home Address: 1809 Warwick Avenue, Apt. 19 NW, Warwick, Rhode Island 02889

Business Address: 300 Toll Gate Road, Suite 201, Warwick, Rhode Island 02886

Principal Occupation: Office Manager for B&B Consulting, LLC

Position with respect to applicant: Sole member

Equity Interest: 100% membership interest in applicant

2. For each individual listed in response to Question 1 above, list all (if any) other health care facilities or entities within or outside Rhode Island in which he or she is an officer, director, trustee, shareholder, partner, or in which he or she owns any equity or otherwise controlling interest. For each individual, please identify: A) the relationship to the facility and amount of interest held, B) the type of facility license held (e.g. nursing facility, etc.), C) the address of the facility, D) the state license #, E) Medicare provider #, F) any professional accreditation (e.g. JACHO, CHAP, etc.), and G) complete Appendix B 'Compliance Report' and submit it to the appropriate state agency (not applicable for Rhode Island facilities).

None.

3. If any individual listed in response to Question 1 above, has any business relationship with the applicant, including but not limited to: supply company, mortgage company, or other lending institution, insurance or professional services, please identify each such individual and the nature of each relationship.

None.

4. Have any individuals listed in response to Question 1 above been convicted of any state or federal criminal violation within the past 20 years? Yes ___ No X.

- If response to Question 4 is 'Yes', please identify each person involved, the date and nature of each offense and the legal outcome of each incident.

5. Please list all licensed healthcare facilities (in Rhode Island or elsewhere) owned, operated or controlled by any of the entities identified in response to Question 12 of the application. For each facility, please identify: A) the entity, applicant or principal involved, B) the type of facility license held (e.g. nursing facility, etc.), C) the address of the facility, D) the state license #, E) Medicare provider #, F) any professional accreditation (e.g. JACHO, CHAP, etc.), and G) complete Appendix B 'Compliance Report' and submit it to the appropriate state agency (not applicable for Rhode Island facilities).

None.

6. Have any of the facilities owned, operated or managed by the applicant and/or any of the entities identified in Question 5 above during the last 5-years had bankruptcies and/or were placed in receiverships? Yes ___
No ___

Not applicable.

- If response to Question 6 is 'Yes', please identify the facility and its current status.

TAB 7

B&B MEDICAL MARIJUANA EVALUATION CENTER

Policy Title: Responsibilities and Qualifications of Administrator

Review Date: April 2013

POLICY STATEMENT: B&B shall engage a highly-qualified individual to act as Administrator to the facility. The Administrator shall be responsible for the general management and operation of the facility, including the performance of all administrative tasks, such as medical record storage and maintenance, billing, bookkeeping, budgeting and updating facility policies and procedures as necessary. The Administrator shall be permitted to consult with and/or retain any third-party experts, such as an accountant, that the Administrator believes are necessary to assist the Administrator with the fulfillment of his/her duties.

The Administrator shall oversee all employees of the facility, and shall have the responsibility for the hiring and termination of employees as appropriate. In addition, the Administrator shall assist the Medical Director as needed with maintaining the high quality of the medical services provided by the employed physicians and other health care professionals of B&B. The Administrator shall be responsible for ensuring that B&B is in compliance with its stated policies and procedures, and with all requirements of the *Rules and Regulations for the Licensing of Organized Ambulatory Care Facilities* and the *Rules and Regulations Related to the Medical Marijuana Program*, as applicable.

The Administrator shall have, at a minimum, a bachelor's degree or comparable experience in a field such as accounting, finance and/or health care administration.

JESSICA COTTON

1809 Warwick Avenue, Warwick, RI 02889 (401) 739-2187 tuzzy1111@verizon.net

OBJECTIVE

Seeking a career in the accounting field in Rhode Island. Recent Bryant University graduate of Accounting with over fifteen years experience in Accounts Receivable, Credit Administration, and Customer Service.

EDUCATION

- **Bryant University**, Smithfield, RI, December 2011
Bachelor of Science in Business Administration ~ **Concentration: Accounting**
Minor: Sociology, GPA: **2.95**
 - **Community College of Rhode Island**, Warwick, RI
Associate Degree in Accounting
-

ACCOMPLISHMENTS

- Worked with Credit Manager to ensure the smooth flow of cash collection throughout the department.
 - Supervised and trained 5 Collection Analysts and 1 Credit Assistant.
 - Polished existing procedures to approve credit memos as well as reviewed the Collector's portfolios to ensure timely completion and resolution of accounts.
 - Created, monitored and reported all Accounts Receivable accounts pertaining to 4 divisions to the CEO for month-end and year-end reporting.
 - Identified trends in customer deductions/claims occurrence and developed policies and procedures to eliminate such claims.
-

EXPERIENCE

NATCO PRODUCTS COMPANY, West Warwick, RI (1994-2010)

Senior Credit Analyst (2007-2010)

- Responsible for the Credit and Collection of many key accounts within 7 divisions.
- Assessed the validity of claims taken.
- Worked closely with Customer Service to ensure a timely turn around when processing customer orders.
- Assisted in year-end Reserve Analysis reporting.
- Updated monthly Vendor Buying Agreements (VBA) for key accounts.

Accounts Receivable Supervisor (2003-2007)

- Oversaw the claims and collections activities of 5 Collection Analysts & daily activities of 1 Credit Assistant.
- Worked closely with Factoring Company to ensure timely resolutions of past due issues as well as approvals for all new orders.
- Established and updated customer credit lines through review of trade information, sales and payment history.

- Evaluated and approved eligibility for special dating in accordance with company policy.
- Accountable for 5 divisions within company with respect to collections and claims activity.
- Monitored the preparation of all cash deposits and cash postings to the individual customer accounts.
- Oversaw daily factored sales transmissions and monthly sales reconciliations for all companies.
- Coordinated with Sales Management and outside agents to ensure account management.

Collection/Claims Supervisor (2001-2003)

- Responsible for the Credit and Collection of 2 divisions within Natco as well as the posting of A/R.
- Worked with the Credit Manager to ensure the smooth flow of collection throughout the department.
- Responsible for the training of new employees within the department.
- Accountable for the collection and assessment for the validity of claims taken.
- Worked closely with Customer Service to ensure a timely turn around when processing customer orders.
- Monitored the creditworthiness of new and existing customers in order to minimize risk without putting undue restraints on sales.

Collection/Claims Analyst (1996-2001)

- Responsible for the Credit, Collection, and Claims of \$1.5M as well as the posting of A/R.
- Worked with Customer Service to ensure a timely turn around when processing customer orders.
- Reviewed daily sales orders to determine whether to hold or release shipments in accordance with established guidelines.
- Established and updated customer credit lines through review of trade information, sales and payment history.

Accounts Receivable Clerk (1994-1996)

- Responsible to obtain all backup relevant to assessing customer deductions.
- Accountable for the preparation of cash deposits and cash postings to individual customer accounts.
- Worked with Customer Service to ensure all backup documentation for orders placed were filed properly and expeditiously.
- Reviewed and posted monthly statement from Factoring Companies into AS400.

COMPUTER SKILLS

- Microsoft: Word, Excel, PowerPoint, Outlook
- Pivot Tables, VLOOKUP, INDEX and MATCH
- Mapics, AS400

TAB 11

Jessica Cotton
Sole Member

B & B CONSULTING, LLC d/b/a
B & B MEDICAL MARIJUANA EVALUATION CENTER

TAB 15

B&B MEDICAL MARIJUANA EVALUATION CENTER

Policy Title: Financial Assistance

Review Date: April 2013

POLICY STATEMENT: B&B seeks to provide services to all eligible individuals regardless of their ability to pay. Furthermore, B&B shall not discriminate on the basis of race, color, national ancestry, religion, age, handicapping condition, gender, sexual orientation, or other characteristics protected by law.

Patients who receive Social Security Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI) or Veterans Disability benefits are eligible for financial assistance. Patients who are on welfare, or who receive unemployment benefits may be eligible for financial assistance. In addition, patients who do not have the ability to pay for B&B's services and who would like to be considered for financial assistance, may make a request for assistance upon check-in, which may be approved in the sole discretion of the Administrator.

Patients may apply for financial assistance, complete the financial assistance application form and provide supporting documentation as necessary for B&B to evaluate the request for financial assistance. B&B will budget an allowance for financial assistance each year; however the budget does not limit B&B's discretion to grant or deny financial assistance.

PROCEDURE:

1. At check-in, patients are asked if they receive SSI, SSDI, Veterans Disability, welfare, or unemployment benefits, or if they need financial assistance for B&B's services.
2. The patient completes and signs the Financial Assistance Application Form.
3. The Administrator reviews the Financial Assistance Application Form to determine if the patient is eligible for financial assistance.
4. If the patient is approved for financial assistance, a deduction of twenty-five dollars (\$25.00) will be taken from the total payment of two hundred dollars (\$200.00) at check-out.
5. If the patient presents extenuating circumstances (i.e., despite a high income, other expenses preclude ability to pay), the Administrator may adjust the expected contribution as necessary.
6. B&B reserves the right to require documented proof of the information submitted on the Financial Assistance Application Form. The decision to offer financial assistance is based on financial circumstances at the time of the application.
7. B&B reserves the right to bill in full if circumstances change or any information given on the Financial Assistance Application Form is found to be fraudulent.

B&B MEDICAL MARIJUANA EVALUATION CENTER
Financial Assistance Application Form

INSTRUCTIONS: This form is used to evaluate whether the patient is eligible for financial assistance. Whenever possible, documentation of the information provided should be attached (e.g., tax returns, statements, recent pay stub, etc).

Patient's Full Name: _____

Do you receive any state or federal assistance, such as Social Security Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Veterans Disability, unemployment, or welfare?
___ Yes ___ No

If "Yes", please attach your benefits statement, award letter, or other proof of assistance to this form.

If you do receive assistance from any of the above state or federal programs, would you like to be considered for financial assistance? ___ Yes ___ No

If "Yes", please complete the information below.

Family Members in Household _____

TOTAL MONTHLY INCOME _____

(Include all sources of income of both the patient and the patient's spouse, if applicable, including employment income, pension, rental income, alimony and child support.)

Describe any extraordinary circumstances that you would like B&B to consider

Application does not guarantee approval and B&B reserves the right to require documented proof of information given above. The decision to offer financial assistance is based on financial circumstances at the time of the application. If your circumstances change, you must notify B&B and complete a new application. Furthermore, B&B reserves the right to bill in full if circumstances change or any information given on this application is found to be fraudulent.

I attest that the information provided above is true and correct to the best of my knowledge.

Patient or Authorized Representative:

B&B Representative

Signature

Signature

Printed Name

Printed Name

TAB 22

B&B MEDICAL MARIJUANA EVALUATION CENTER

Policy Title: Quality Improvement Program

Review Date: April 2013

POLICY STATEMENT: B&B Medical Marijuana Evaluation Center ("B&B") is committed to providing optimal health care services for its patients consistent with accepted standards of practice. The purpose of the Quality Improvement Program is to:

- Ensure the delivery of patient care at the maximum achievable level of quality in a safe and cost-effective manner;
- Develop effective systems for continuous problem assessment and identification, corrective action planning and evaluation of B&B's processes and services;
- Ensure that all health care professionals maintain appropriate licensure and credentials to provide the health care services at B&B;
- Utilize any feedback received from patients or staff to improve the quality of health care services provided at B&B;
- Identify opportunities for improvement and implement continuous improvement strategies as appropriate.

This policy establishes a Quality Committee to ensure delivery of the highest quality health care, as well as services that are safe, timely, efficient, effective, equitable and patient-centered.

QUALITY COMMITTEE:

1. The Quality Committee is established under the direction of the Medical Director and consists of the Administrator and the Medical Director. Other B&B staff members may be consulted by or added to the Quality Committee from time to time as deemed necessary by the Medical Director.
2. The Quality Committee shall meet on at least a quarterly basis to:
 - a. discuss the provision of medical services at the facility;
 - b. review any complaints or licensure issues raised in the preceding quarter;
 - c. assess whether any changes to office procedures are necessary to improve the patient experience;
 - d. determine the effectiveness of any prior changes made to procedures to improve the patient experience; and
 - e. review the results of any patient satisfaction surveys, if applicable.
3. The Quality Committee is responsible for responding to any patient complaints or any inquiries made by the Rhode Island Department of Health. The Medical Director and the Administrator shall work together to respond in a timely manner to any such complaints or inquiries.
4. If deemed necessary by the Medical Director, the Quality Committee may create a patient satisfaction survey to assess the patient experience at B&B, which shall be provided to each patient upon checkout.

TAB 24

LEASE

This Lease, Made this 1st day of May, 2012, by and between GREENWICH BAY REALTY ASSOCIATES of 300 Toll Gate Road, Warwick, RI 02886, hereinafter called the Lessor, and B&B Consulting, LLC and Carrie L Benson and Peter Benson both of 71 Peach Tree Road North Kingstown, RI and Jessica Cotton and William Cotton both of 1809 Warwick Avenue Warwick, RI 02889, hereinafter called the Lessee.

WITNESSETH

That, Subject to the terms and conditions hereinafter set forth, the Lessor hereby lets and leases unto the Lessee 1485 rent able square feet of office located at 300 Toll Gate Road, the "Building," and described as the Office Suite Number 201 containing 3.2% of the rent able area of the building, the "Premises," to be used for a medical office only. *dl B C CB John*

FIRST: Term and Rental. The term of this lease shall be 1 year from the 1st day of May 1, 2012 at an annual rental of \$22,200.00 payable in equal monthly installments of \$1,850.00 in advance, without demand, and without and deductions or set-off whatsoever, on the 1st day of each month, the first payment to be made on the 1st day of May 1, 2012 and end April 30, 2013. Monthly rents are due and payable on the first day of each and every month during the term of said lease. Rent received after the first day of each month shall be subject to a \$5.00 per day late charge commencing the first day of said month. Returned checks for any reason will result in a penalty charge of \$25.00.

SECOND: Option to Extend Term. As long as Tenant has at no time during the term of this lease been in default of any obligation under this lease, Tenant shall have the right and option to extend the term of this lease for an additional period of twelve (12) months after expiration of the original term at the same rate. To exercise its option to extend the term, Tenant shall deliver written notice to Landlord not less than ninety (90) days prior to the expiration of the original term stating Tenant's intent to extend the term. All terms and conditions in this Lease in effect during the original term shall continue in full force and effect during the extended term except for base rent, which shall be an amount agreed to by Landlord and Tenant prior to expiration of the original term of the lease. In the event Landlord and Tenant are unable to agree on the base rent for the extended term within thirty (30) days following Tenant's delivery of written notice to extend the term, the base rent shall be the "fair market rent" as determined by appraisal performed by a certified commercial property appraiser selected by Landlord at its sole discretion. The cost of the appraisal, if any shall be borne equally by Landlord and Tenant. Time is of the essence with respect to the giving of notice to exercise the within option to extend.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Extension and Modification Agreement to be executed by their representative's thereunto duly authorized all as of the date and year first above written.

If the Lessee shall fail to notify Lessor of its intention to renew, but shall continue to occupy the Premises after the expiration of the term, Lessee shall, in absence of a written agreement between the parties, be deemed a tenant from month to month upon all other terms and conditions of this Lease except that the rental charges shall be such as may from time to time be fixed by Lessor. All other terms and conditions, specifically including, but not limited to, provisions for the payment of Additional Rent or of any other payment Lessee shall make to Lessor, of this Lease shall remain in full force and effect during such holding over. In addition, Lessee shall indemnify and hold Lessor harmless from loss or liability resulting from such

holding over, including, without limiting the generality of the foregoing, any claims made by any succeeding lessee founded in or on such holding over.

If the Lessee shall fail to notify the Lessor of its intention to renew during any term that is renewable, then during the last 90 days of such term and the last 90 days of the last term hereof, the Lessor shall have the right to enter the Premises at all reasonable times for purpose of showing said Premises to prospective purchasers or lessees.

THIRD: Security Deposit. Lessee shall pay to Lessor at the time of execution hereof a security deposit in the amount of \$1850.00 for the faithful performance of all the terms, covenants and conditions hereof. Lessor may, without waiving any of the Lessor's other rights and remedies under the terms of this Lease, apply the security deposit to remedy and failure of the Lessee to repair or maintain the Premises in accordance with the provisions hereof, and if Lessor shall use any portion of said security deposit as herein provided, prior to the termination of this lease, Lessee shall repay to the Lessor the amount so used with the next rental payment due following notice by Lessor to Lessee, in writing, of the amount so used. Lessor shall not be obligated to maintain said security deposit in a separate account and Lessee shall not be entitled to any interest thereon. Lessor shall return the security deposit, less any amount used during the term hereof and not repaid by the Lessee within 30 days of termination. Lessor may deliver the security deposit to a purchaser, transferee, successor or assignee of Lessor's interest in the Premises in the event that such interest is sold, transferred, alienated or assigned and thereupon the Lessor shall be discharged of any further liability with respect to said security deposit.

FOURTH: Covenants of Lessee. The Lessee hereby covenants and agrees:

- a. To Pay Rent. That it will pay the said rent, including Additional Rent or any other payments to be made by Lessee to Lessor at the times and in the manner set out above, said payments to be made to the Lessor at the office of the Chairperson of the Executive committee of the Lessor or at such other place as directed in writing by the Lessor to the Lessee.
- b. To reimburse Lessor for any increase in Utilities and pay Lessee's Personal Property Taxes. That Lessee shall reimburse to Lessor within 30 days of Lessor's presentment of utility(ies) bills to Lessee its proportionate share of any increase in utility bills over the amount of the utility bills 30 days prior to the commencement of this lease. That it will promptly pay all taxes or assessments levied by any governmental authority against personal property and/or trade fixtures in or on the Premises. Payments of said utilities and personal property taxes or assessments shall be considered as Additional Rent for purposes of this lease, regardless of to whom paid.
- c. To Pay Cost of False Alarm. That it will pay as Additional Rent and cost or expense incurred by Lessor as a result of a false alarm caused by the actions of the Lessee, its employees or invites. Payments shall be made with the next rental payment due following notification by the Lessor to the Lessee of the incurring of such cost or expense.
- d. To Keep in Repair and in Good Condition. That it will keep the Premises in such repair as the same are at commencement of said term, reasonable wear and tear and damage by fire or other unavoidable casualty excepted. It is explicitly agreed that the duties of the Lessee under this covenant shall include furnishing all necessary janitorial and cleaning services, care and maintenance of the Premises.
- e. Not to Injure or Deface. That it will not injure, overload or deface, or allow to be injured, overloaded or defaced, the Premises or any part thereof.
- f. Not to Make Unlawful Use, etc. That it will not make, or allow to be made, any unlawful, improper or offensive use of the Premises which would be injurious to any person or the property, or which would violate the laws of the State of Rhode Island

- or of the United States, or any ordinance of the City of Warwick, or which affect or endanger any insurance on said building or increase the premium thereof.
- g. Not to Make Alterations. That it will not make any alterations or additions, including, but not limited to, the installation of any type of sign, in, on and the Premises without the written consent and prior approval of the plans and specifications of the Lessor, and all such alterations or additions approved by Lessor shall be done at Lessee's sole expense and shall be done and performed in a good workmanlike manner in compliance with all governmental requirements.
- h. Not to Assign. That it will not assign, sublet or part with possession of all or any part of the Premises without the written consent of the Lessor, which written consent shall not be unreasonably withheld, provided however, that Lessor's consent to any such assignment or subletting shall not relieve Lessee of any obligation of Lessee contained herein, whether arising before or after the assignment or subletting, specifically including but not limited to, payment of rent when due. If the Lessee shall be a corporation, any change of ownership of fifty-one (51%) percent or more of the outstanding stock of the corporation shall be considered an assignment for the purposes of this paragraph. If the Lessee shall be a partnership, any change in the members of the partnership shall be considered an assignment for the purposes of this paragraph.
- i. To Permit Lessor to Enter. That it will allow the Lessor, at all reasonable times to enter and view the Premises and to make any repairs which he may see fit to make.
- j. To Yield Up Premises. That at the expiration of the term of this Lease, it will peaceably yield up to the Lessor the Premises in such good repair as the same are at the commencement of said term in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.
- k. To Indemnify Against Accidents and Negligence. That it will save harmless and indemnify the Lessor from and against all loss, cost, liability, damage or expense that may be incurred by reason of any claim arising out of or in connection with Lessee's occupancy and use of the Premises, including without limitation, any claims by any person by reason of injury to persons or damage to property, or any accident with the appliances and fixtures installed by the Lessee or the gas, water or other pipes or from any damage or neglect arising from or in any way connected with the use, misuse or abuse thereof. Lessee shall procure at its cost and expense and keep in effect during the Term or Additional Term comprehensive general liability with a minimum combined single limit of liability of \$1,000,000.00/\$2,000,000.00. Such insurance shall name Lessor as an additional insured, shall specifically include the liability assumed hereunder by Lessee (provided that the amount of such insurance shall not be construed to limit the liability of Lessee hereunder), and shall provide that it is primary insurance, and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Lessor, and shall provide that Lessor shall receive thirty (30) days written notice from the insurer prior to any cancellation or change of coverage. Lessee shall deliver policies of such insurance or certificates thereof to Lessor on or before that date hereof, and thereafter at least thirty (30) days before the expiration dates of expiring policies; and, in the event Lessee shall fail to procure such insurance, or to deliver such policies or certificates, Lessor may, at its option, procure same for the account of Lessee, and the cost thereof shall be paid to Lessor as Additional Rent within five (5) days after delivery to Lessee of bills therefor.
- l. To Bear Risk For Contents. That all property of any kind that may be on the Premises during the continuance of this Lease shall be at the sole risk of the Lessee,

and that the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the Premises.

m. Use of Premises.

- (i) That it will use the Premises for a medical office and professional use only.
- (ii) It is expressly agreed that as the Lessee will not:
 - a) Use x-ray machines or developers,
 - b) Use radio isotopes,
 - c) Generate any hazardous, toxic or chemical waste,
 - d) Use or generate anything that the use or generation of is regulated by any governmental agency for safety reasons
- (iii) The provisions of paragraph FOURTH m (ii) notwithstanding, the Lessor hereby grants the Lessee the permission to use ultrasound for your own patients for the Lessee's own patients incident to the Lessee's medical practice, as may usual and customary.

AGREED TO: Lessee Y.C.C.B Lessor _____

- n. Fixtures. That any and all improvements, fixtures of other structures of a permanent character constructed or installed upon the Premises or attached thereto by Lessor or Lessee during said term or Additional Term or prior to the commencement thereof, shall be and become part of the real estate and the property of the Lessor from the fixtures time the same shall be constructed, installed or attached. Any and all detachable or removable fixtures and other similar personal property installed or placed upon the Premises during said term or Additional term or prior to the commencement thereof by the Lessee at its own expense shall be considered personal to and shall be the property of the Lessee which the Lessee (paying the rent and keeping and performing its other covenants and agreements herein contained) shall have the right to remove, at the termination of the Lease, at its own expense, provided, however, that in connection with such removal the Lessee shall repair, at its own expense all damage to the Premises occasioned by such removal and shall restore the Premises to the same conditions as they were at the commencement of said term. Any such personal property of the Lessee not removed by it at the termination of said term, shall, at the Lessor's option, become the property of the Lessor or the Lessor may remove such property and the Lessee shall pay the Lessor for removal and repair and restoration of damage caused thereby, within 5 days from the date from the date of receipt of a bill by Lessee from Lessor.
- o. No Waiver. That no assent, expressed or implied, by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant.
- p. Hazardous Waste. Lessee agrees that it shall be, at its own expense, responsible for the clean-up and removal to standards and levels required by any governmental body entrusted with the enforcement of hazardous or medical waste laws, of any and all hazardous or medical waste found or located on the Premises as a result of Lessee's occupancy and/or use thereof. Hazardous and medical waste, as used herein, shall include any waste of any kind, the disposal of which is regulated by any government or governmental agency. Lessee further agrees to indemnify and hold harmless for any and all liability, loss, damage or expense Lessor may suffer as a result of the existence of any hazardous or medical waste found or located on the Premises as a result of Lessee's occupancy and/or use thereof. In the event that the use of one company for the removal of said waste of the Building shall be more economical than the use of separate companies by individual Lessees, then each Lessee shall contract with the company named by the Lessor for the removal of waste from the Building.

FIFTH: Covenants of the Lessor. The Lessor hereby covenants and agrees to:

- (a) To provide elevator service to the Building and to provide janitorial service and lighting to the common areas.
- (b) Subject to Clause FOURTH (b), to provide heating and air conditioning to the Building and to the Premises during the heating and air conditioning seasons during normal business hours at such levels as shall be determined by the Lessor. As used herein, normal business hours shall mean from 8:00 a.m. to 8:00 p.m. Monday through Friday and from 8:00 a.m. to 12:00 noon on Saturdays, specifically excluding holidays.
- (c) To provide and maintain a suitable Building directory sign and appropriate signs for each individual Lessee. Lessee shall be responsible for its pro rata share of the costs of the Building directory sign and for the cost of its suite sign.
- (d) The common area shall include, but not be limited to elevators, stairways, halls, utility rooms, closets, lavatories and storage areas not within a suite. The Lessor shall care for and maintain the common areas. The Lessee, its employees, patients, guests and invitees shall use the common area subject to the rules and regulations prescribed by the lessor.

SIXTH: Mechanic's Lien. In case there shall be filed a Notice of intent to Claim a Mechanic's Lien or a Notice of Lis Pendens or a mechanics lien against the Premises or any or all of the Lessor's property in which the Premises are located, for or purporting to be for labor or material alleged to have been furnished or delivered at or to the Premises to or for Lessee, or in privity with the Lessee, Lessee shall forthwith cause such Notice of Intent to Claim a Mechanics Lien or Notice of Lis Pendens or mechanics lien to be discharged by payment, bonding or otherwise; and if Lessee shall fail to cause such Notice of Intent to Claim a Mechanics Lien or Notice of Lis Pendens or mechanics lien to be discharged within 10 days after filing of such Notice of Intent to Claim a Mechanics Lien or Notice of Lis Pendens or mechanics lien, Lessor may cause such Notice of Intent to Claim a Mechanics Lien or Notice of Lis Pendens or mechanics lien to be discharged by payment, bonding or otherwise, without investigation as to the validity thereof or of any offsets or defense thereto, and shall have the right to collect, upon demand, as Additional Rent, all amounts so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees and disbursements, together with interest thereon at the rate of eighteen percent (18%) per annum, from the time or times of payment.

SEVENTH: Lessor's Repairs. Lessor will make necessary repairs to the exterior walls, roof, elevator and other structural members of the building. If any such repair is required by reason of Lessee's negligence of any of its contractors, employees, guests, customers, invitees or other persons using the Building and/or the Premises with Lessee's consent, express or implied, or Lessee's failure to perform any of its obligations under the Lease, then Lessor may, at its option, make such repairs and add the cost thereof as Additional Rent, to become due and payable with the next rental payment due subsequent to the lessor's giving notice, in writing, to the Lessee of the repairs made and the amount due therefore.

EIGHTH: Peaceable Enjoyment. This Lessor covenants and agrees that the Lessee (paying the rent and keeping performing its other covenants and agreements herein contained) shall peaceably hold and enjoy the Premises during the term hereof subject, however, to the provisions of this Lease, to all other agreements, conditions, restrictions, encumbrances and mortgages to which this Lease is or may become subject and subordinate, in accordance with the terms hereof.

NINTH: Subordination. Lessee agrees that this Lease shall be subject and subordinate at all times to the lien of any mortgage that may now exist or may hereafter be executed on the property of which the Premises is a part, provided that the mortgages agree to recognize the interest of the Lessee under this Lease in the event of foreclosure, if the Lessee is not then in default. Lessee further agrees to execute and deliver to Lessor upon demand by Lessor, in the form requested by Lessor, any additional documents evidencing the priority or subordination of this Lease with respect to any such mortgage.

TENTH: Estoppel Certificate. Lessee agrees that, upon request, in writing, from Lessor, it shall execute, acknowledge and deliver to the Lessor or any person designated by Lessor, a statement, in writing, certifying that the Lease is unmodified and in full force and effect, or if there have been modifications, that the same is in full and effect as modified, (stating the modifications), that the Lessor is not in default in the performance of its obligations hereunder or if there have been defaults, specifying the same and the dates to which rent, Additional or other payments due Lessor from Lessee have been paid.

ELEVENTH: It is mutually agreed by and between said parties that in case said premises shall be damaged by fire or other unavoidable casualty so that the same shall be unfit for occupancy and use, a just abatement of the rent shall be made until the same shall be properly repaired by the Lessor. All repairs shall be made as expeditiously as possible, provided, however, Lessor shall have ten (10) days to determine in its sole discretion the feasibility of repair. Lessor must notify Lessee in writing within said ten (10) days of Lessor's decision to repair or not to repair. If Lessor shall elect not to repair, then this Lease shall terminate and be void as of the time of such fire or other unavoidable casualty. Should Lessor elect to repair and said repairs cannot be completed within thirty (30) days after expiration of said ten (10) day notice, then Lessee may, at its option by giving Lessor written notice, terminate and cancel this Lease, and by giving such notice, all Lessee's obligations hereunder shall terminate and be void. For clarification, it is the agreement of the parties that should Lessee be unable to conduct its business as usual within thirty (30) days after the day of such fire or other casualty, as aforesaid, that Lessee's obligations hereunder shall terminate and be void.

TWELFTH: Eminent Domain. If the whole or any part of the Premises, or property on which the Premises is located, or any interest therein shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, whether by exercise of eminent domain or otherwise, then in that event, the term of this Lease shall, at the option of the Lessor, cease and terminate on the date when the possession of the part or interest so taken shall be required for such use or purpose and without apportionment of the award, it being agreed that the Lessor shall be entitled to the entire amount of the award.

THIRTEENTH: Lessor's Right to Cure. Lessor, at its election, shall have the right to pay or do any act, including, but not limited to, making repairs required of Lessee, which requires the expenditure of any sums of money by reason of the failure or neglect of the Lessee to perform any of the provisions of this Lease, and in the event Lessor shall, at its election pay such sums or do such acts requiring the expenditures of monies, Lessee agrees to pay Lessor, together with

interest at the rate of eighteen (18%) per cent, per annum, upon demand, all such sums, and the sum so paid by Lessor shall be deemed Additional Rent and be payable as such.

FOURTEENTH: Lessor's Remedies. It is covenanted and agreed that if Lessee shall neglect to perform or observe any of the covenants, terms provisions or conditions other than rent, Additional Rent or any other payment due from Lessee to Lessor, contained in this Lease and on its part to be performed or observed within fifteen (15) days after notice of default, or for payment of rent, Additional Rent or any other payments due from Lessee to Lessor for which no notice shall be required, or if the estate hereby created shall be taken on execution or by other process of law, or if Lessee shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Lessee for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Lessee's property by a court of competent jurisdiction, or if an involuntary petition shall be filed for the reorganization of Lessee under any provisions of the Federal Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within thirty (30) days after it is begun, or if Lessee shall file a petition for such reorganization, or for arrangements under any provisions of the Federal Bankruptcy Act now or hereafter enacted or providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts, then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Lessor lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole or repossess the same as of its former estate, and expel Lessee and those claiming through or under it and remove its or their effects (forcibly, to the extent allowed by law, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this Lease shall terminate; and Lessee covenants and agrees, notwithstanding any entry or re-entry by Lessor, whether by summary proceedings, termination, or otherwise, to pay and be liable on the days originally fixed herein for payment thereof, amounts equal to the several installments of rent or other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Lessor had not entered or re-entered, as aforesaid, and whether the demised premises be relet or remain vacant, in whole or in part, for a period less than the remainder of the term, and for the whole thereof, but in the event the demised premises be relet by Lessor, Lessee shall be entitled to a credit in the net amount of rent received by Lessor in reletting, after deduction of all expenses incurred in reletting the demised premises (including, without limitation, remodeling costs, brokerage fees, attorney's fees and the like), and in collecting the rent in connection therewith.

FIFTEENTH: Lessor's Lien. All fixtures, furniture, machinery, equipment and improvements of whatever kind and nature, goods, wares and merchandise of every kind and nature that may be in, about or upon said Premises, hereby are and shall be and shall stand pledged for the fulfillment of the covenants, terms and conditions herein contained to be kept and performed on the part of the Lessee, and shall not be taken down or removed from said Premises during the term of this Lease or any continuance thereof, without the written consent of Lessor except so far as the stock-in-trade, goods, wares and merchandise is concerned in the regular course of business of Lessee. In case of breach of any of the covenants, terms or conditions of this Lease to be kept and performed on the part of Lessee, said pledged property, without further demand or notice, may be sold at auction or private sale after publishing notice thereof in some newspaper published in the City or County in which said Premises are located, at least once, three (3) days before the date of such sale, and the proceeds of such sale, after payment of expenses, applied to the payment of any amount for which the same are pledged as aforesaid. The

rights of Lessor under this paragraph shall be subordinate to those of any prior lienholder or holder of a purchase money security interest in any property described in this paragraph.

SIXTEENTH: Tax Increases. As used herein taxes and assessments shall mean all real estate taxes, assessments, sewer assessments and charges and other governmental impositions and charges of every kind and nature whatsoever, extraordinary, as well as ordinary, foreseen and unforeseen. Using as a base year that taxes and/or other assessments assessed December 31, for the year 2007, the Lessee shall pay the Lessor as Additional Rent its proportional share of any increase in said taxes and/or assessments during the term of this Lease, or Additional term, commencing with the taxes or assessments assessed December 31, for the year 2007. Payment of the percentage as herein above stated, the entire increase shall be made to Lessor with the next rental payment due subsequent to the Lessor giving notice to Lessee, in writing, of any such tax increase, whether or not Lessor elects to take the benefit of any statute or ordinance permitting the payment of any tax and/or assessment over a period of time. In the event that the remainder of the term or Additional Term of the Lease shall not be a full year, the Lessee shall pay the percentage of the increase due when pro rated for the number of months that said Lease shall be in effect during said last year of the Lease term.

SEVENTEENTH: Additional Rent. Any amount to be paid by Lessee to Lessor and referred to as Additional Rent herein and any other payments made by Lessee to Lessor shall be considered as rent as the same is used in any statutory provision of the General Laws of the State of Rhode Island. All such payments shall be due and payable without demand and without any deduction or set-off whatsoever.

EIGHTEENTH: Notice. Whenever notice is required hereunder, it shall be sent certified mail, postage prepaid, return receipt requested or hand delivered and shall be addressed to the Lessor at the office of the Chairperson of the Executive Committee of the Lessor and to the Lessee at the Premises or to such other address as the parties hereto may, from time to time hereinafter, indicate in writing. The parties hereto agree to accept all certified mail addressed to them and refusal to accept any notice given as herein provided should constitute valid notice hereunder.

NINETEENTH: No Waiver Except in Writing. Failure of the Lessor or Lessee to insist upon the strict performance of any of the provisions hereof or to exercise any option shall not be construed as a waiver for the future of any such provision or option. The receipt by the Lessor of any rent, Additional Rent or any other payment due hereunder with knowledge of the breach of any provisions of this Lease shall not deemed a waiver of such breach. No provision of this Lease shall be deemed to be waived unless in writing and signed by the Lessor and Lessee. No payment by the Lessee or receipt by the Lessor shall be deemed to be other than on account of the earliest rent, Additional Rent or other payment due nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover any balance due of such rent, Additional Rent or other payment due hereunder and/or pursue any other remedy available to Lessor according to the terms of this Lease, by statute or otherwise.

TWENTIETH: Assignment by Lessor. Lessor expressly reserves unto itself the right, power and authority to assign and transfer this Lease to any person, partnership or corporation.

TWENTY-FIRST: Consent of Lessor. Whenever under the terms of this Lease, the consent of the Lessor shall be required, such consent, unless otherwise provided herein, shall not be unreasonable withheld.

TWENTY-SECOND: Limitation of Liability. Anything in this Lease to the contrary notwithstanding, Lessee agrees that it shall look solely to the property of the Lessor in which the Premises are located, and subject to the prior rights of any mortgagee on said property, for the collection of any judgment (or other judicial process) requiring the payment of money by the Lessor in the event of any default or breach by the Lessor with respect to any terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and no other asset of the Lessor shall be subject to levy, execution or other procedure for the satisfaction of Lessee's remedies.

TWENTY-THIRD: Cost of Enforcement of Lease. Lessee agrees to pay all court costs and reasonable attorney's fees incurred by Lessor to enforce its rights under this Lease or any law.

TWENTY-FOURTH: Interpretation and Enforceability. This Lease shall be interpreted in accordance with the laws of the State of Rhode Island.

TWENTY-FIFTH: Successors. This Lease shall be binding upon the parties hereto, their heirs, successors or assigns.

TWENTY-SIXTH: Entire Agreement. The parties hereto agree that they have read and understand the terms, conditions, provisions, rights and obligations of this Lease, that this Lease represents the entire agreement between the parties, that there are no collateral or oral agreements or understandings, that all agreements entered into prior to the execution hereof, have been embodied herein and that this Lease may be altered, amended or modified only by agreement in writing and signed by both parties.

TWENTY-SEVENTH: Condition of Premises. The Lessee acknowledges that it has examined and knows the condition of the premises and has received the same in good order and repair and no representation as to the condition or the repair has been made by the Lessor prior to or at the execution of this Lease.

TWENTY-EIGHTH: Recording. Lessee agrees not to record this Lease, but each party hereto agrees on request of the other, to execute a memorandum of lease in form as attached hereto as Exhibit A. In no event shall such document set forth the rental or other charges payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions of this Lease.

TWENTY-NINTH: Independent Covenants. The obligations of the Lessee to pay rent hereunder and to perform all of the covenants and agreements hereunder on the part of the Lessee to be performed are deemed to be independent covenants from the covenants of the Lessor hereunder.

THIRTY: Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, 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, covenant, condition and provision of this Lease shall be valid and enforceable to other fullest extent permitted by law.

THIRTY-FIRST: Captions. The captions appearing in this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

THIRTY-SECOND: Miscellaneous. The terms Lessor and Lessee as used herein shall include the plural as well as the singular and the words used in the neuter gender shall include the masculine and feminine. If there is more than one Lessee, the obligation under this Lease imposed on the Lessees shall be joint and several.

THIRTY-THIRD: No Pets are permitted.

THIRTY-FOURTH: It is mutually agreed that this lease can be vacated and nulled .The space relocation in the same building and with a new lease and rent schedule agreed upon by both parties.

THIRTY-FIFTH: Overnight parking of any vehicle by the Lesse is not permitted. A fee of twenty dollars (\$20.00) may be assessed in the event a vehicle remains in the parking lot overnight.

IN WITNESS WHEREOF, the parties have hereunto and to a duplicate original hereof set their hands this 25 day of April 2012.

WITNESS:

LESSOR:
GREENWICH BAY REALTY ASSOCIATES

Alysa Godin

By Jack Mellan

[Signature]

LESSEE:
Jessica Cotton 4/25/12
Carrie L Benson 4/25/12
B&B Consulting, LLC Title Date

[Signature]

Carrie L Benson 4-25-12
Carrie L Benson Date

[Signature]

[Signature] 4/25/12
Peter Benson Date

[Signature]

Jessica Cotton 4-25-12
Jessica Cotton Date

EXHIBIT A

MEMORANDUM OF LEASE

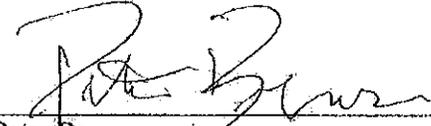
LESSOR:

✓ 
Greenwich Bay Realty Associates, a Rhode
Island General Partnership

LESSEE:

Jessica Cotton
Carrie L Benson
B&B Consulting, LLC

Carrie L Benson
Carrie L. Benson


Peter Benson

Jessica Cotton
Jessica Cotton


William Cotton

LEASED PREMISES:

Unit #201
300 Tollgate Road
Warwick, RI 02886

TERM:

Commencement Date: May 1, 2012
Termination Date: April 30, 2013

This Memorandum of Lease is executed pursuant to the provisions of the Lease and shall not vary the terms or conditions of the Lease.

WITNESS:

Alyssa Godin

LESSOR:

GREENWICH BAY REALTY ASSOCIATES

By: Shackellan

LESSEE: Carrie L. Benson

B&B Consulting, LLC
Jessica Cotton

Carrie L. Benson

Carrie L. Benson

Peter Benson

Peter Benson

Jessica Cotton

Jessica Cotton

William Cotton

William Cotton

STATE OF RHODE ISLAND

COUNTY OF Kent

In Warwick on the 26th day of April, 2012 before me personally appeared the above named _____ to me known and known by me to be the party executing the foregoing instrument and known by me to be a partner of GREENWICH BAY REALTY ASSOCIATES, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed and the free act and deed of the Lessor.

Alyssa M Godin
Notary Public
Printed Name: Alyssa M Godin
My Commission Expires: 12/31/2015

STATE OF RHODE ISLAND

COUNTY OF Kent

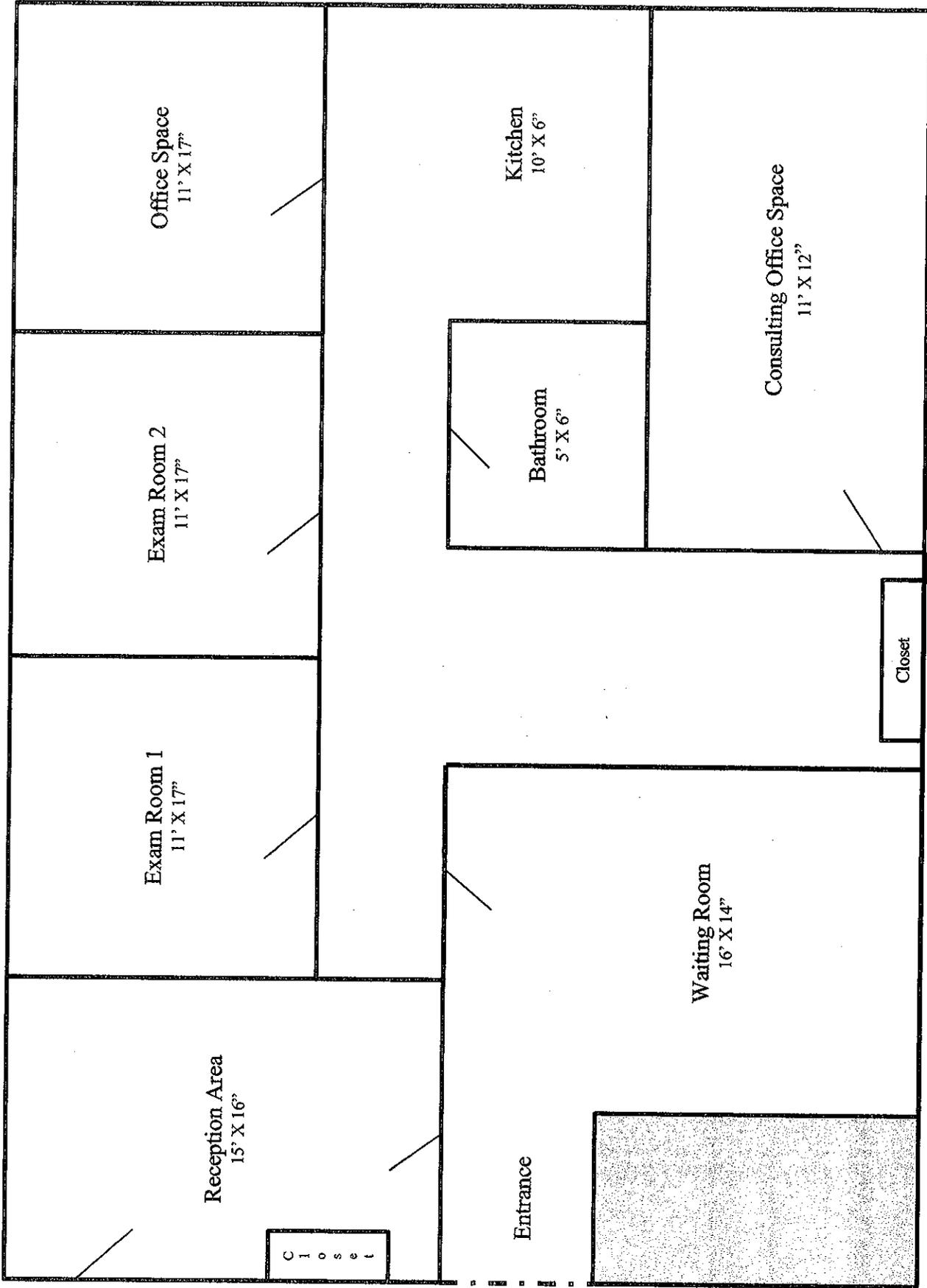
In Warwick on the 25th day of APRIL, 2012, before me personally appeared the above named See exhibit A to me known and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and the free act and deed in his/her capacity as Lessee and the free act and deed of the Lessee.

CAROLE L. Benson
Petera Benson
Jessica Cotton
William Cotton

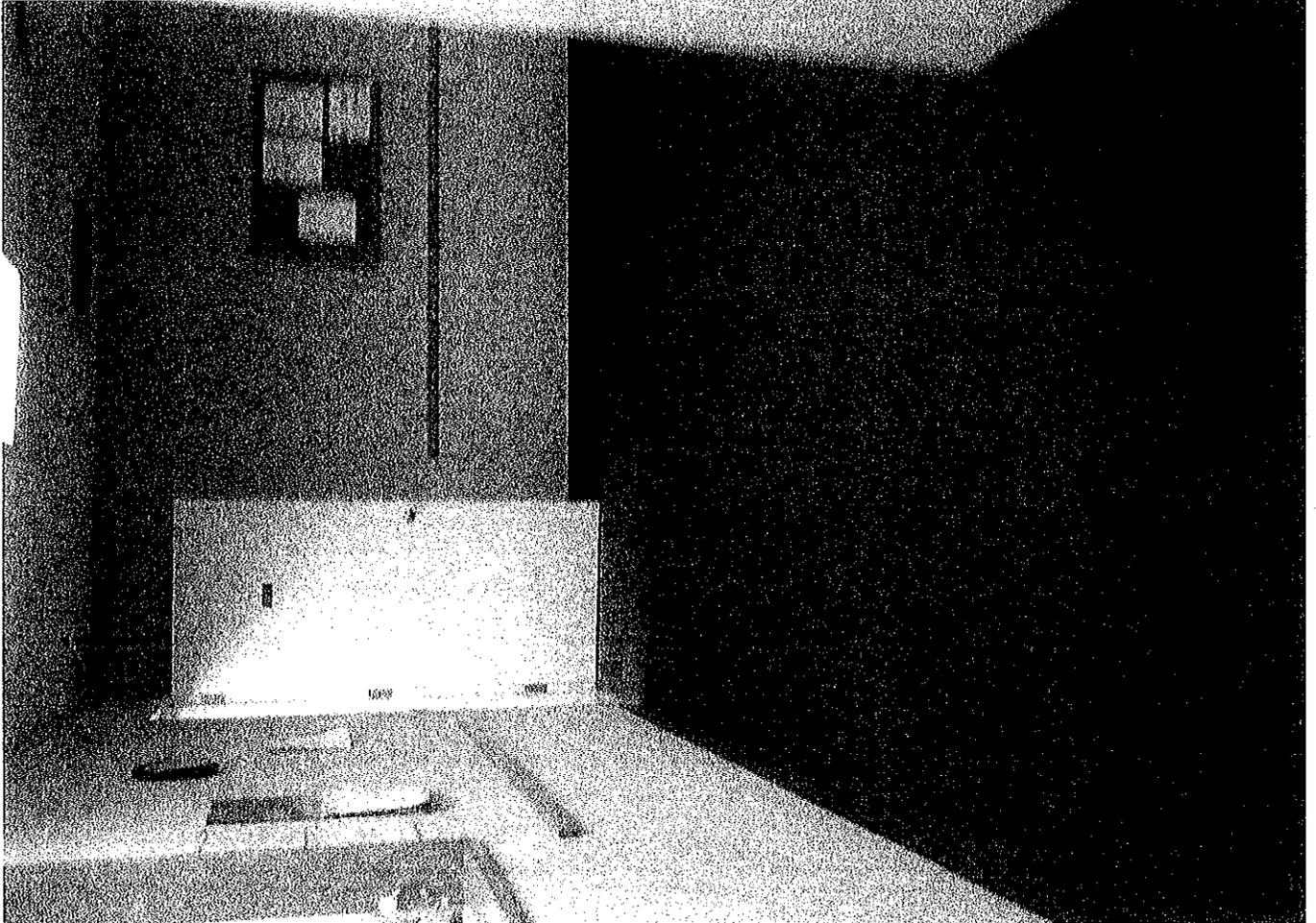
Donald G. MOCASH
Notary Public
Printed Name: Donald G. MOCASH
My Commission Expires: 10/25/12

TAB 26

B & B Consulting, LLC
Floor Plan



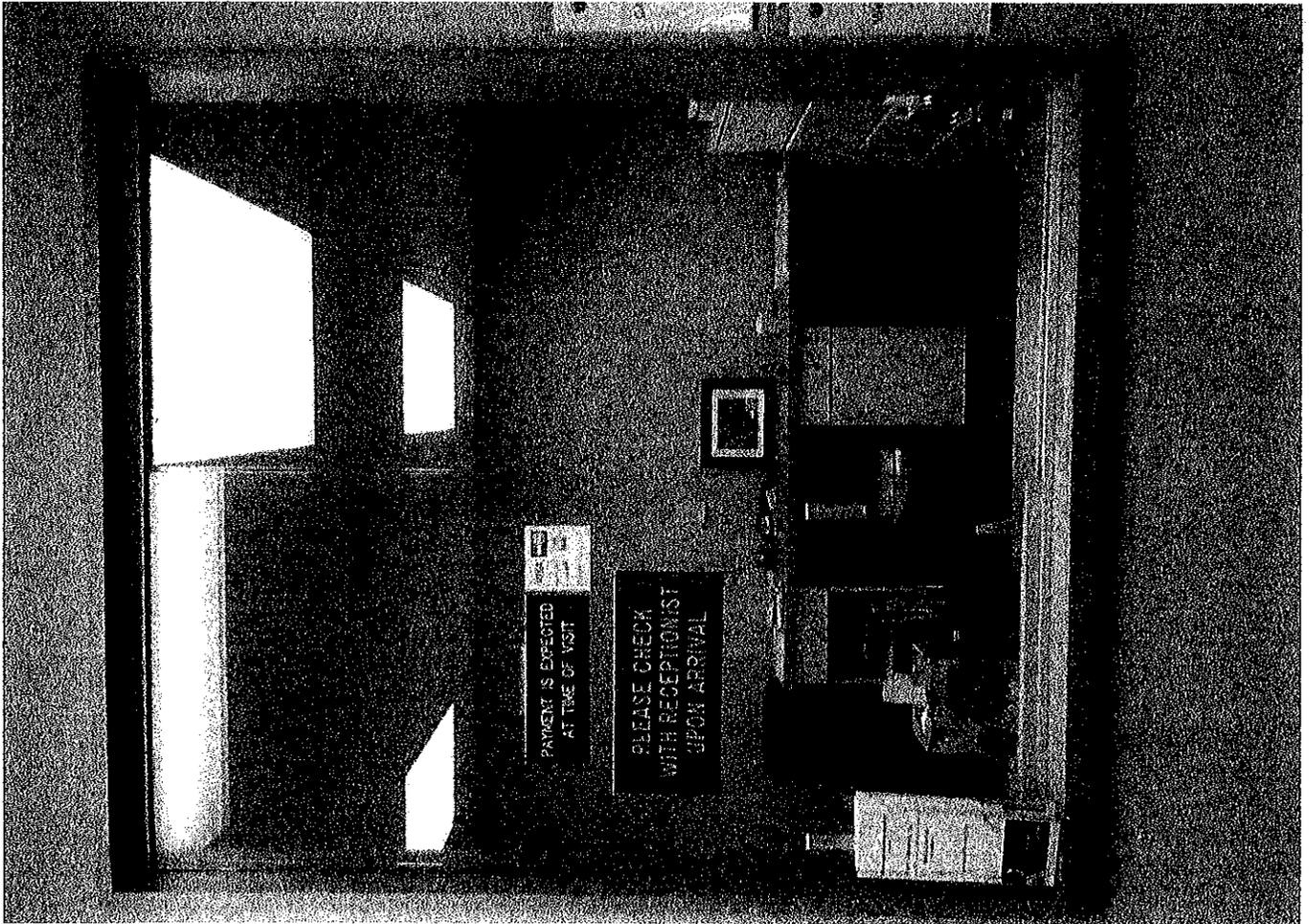
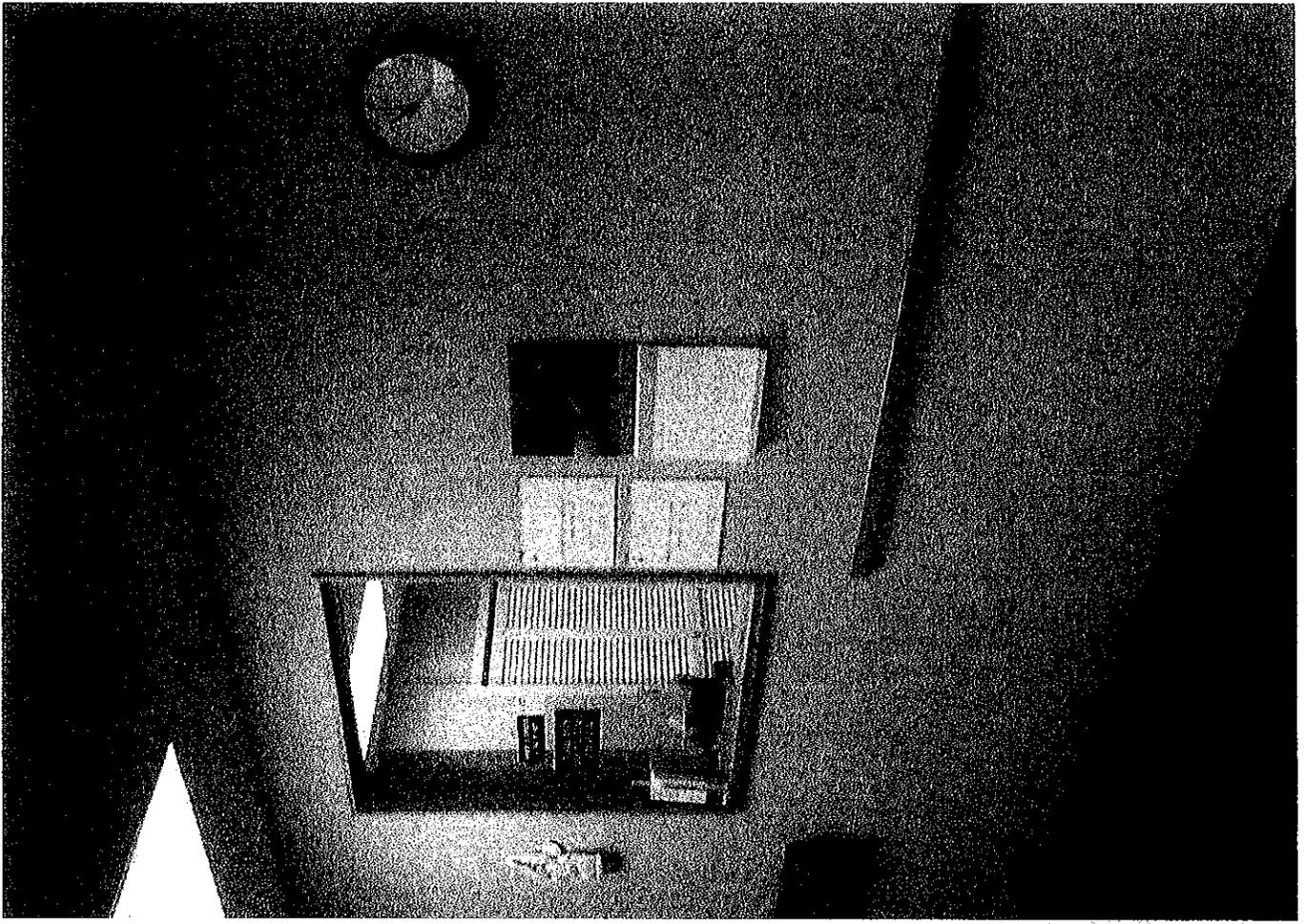
* Measurements are approximate



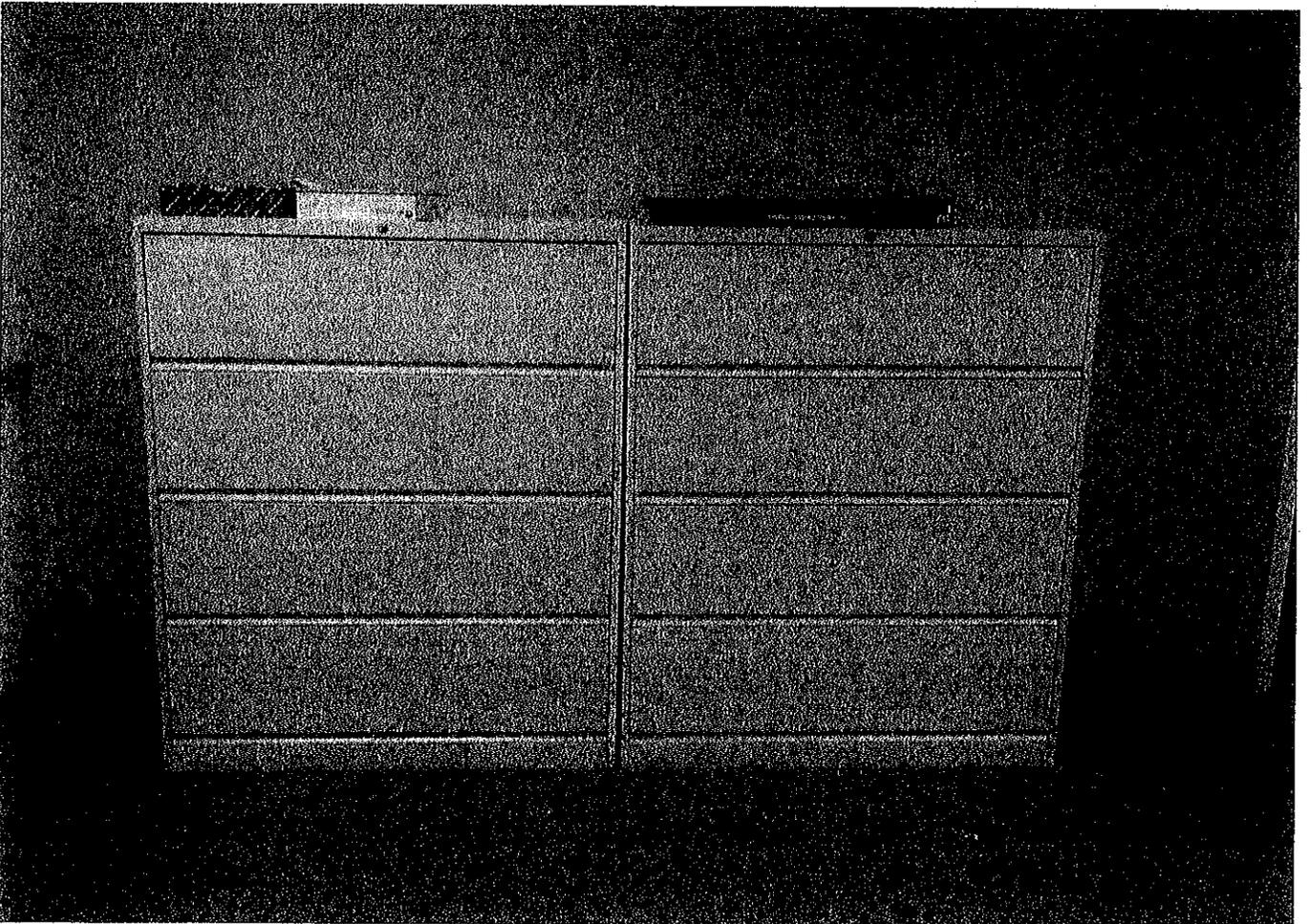
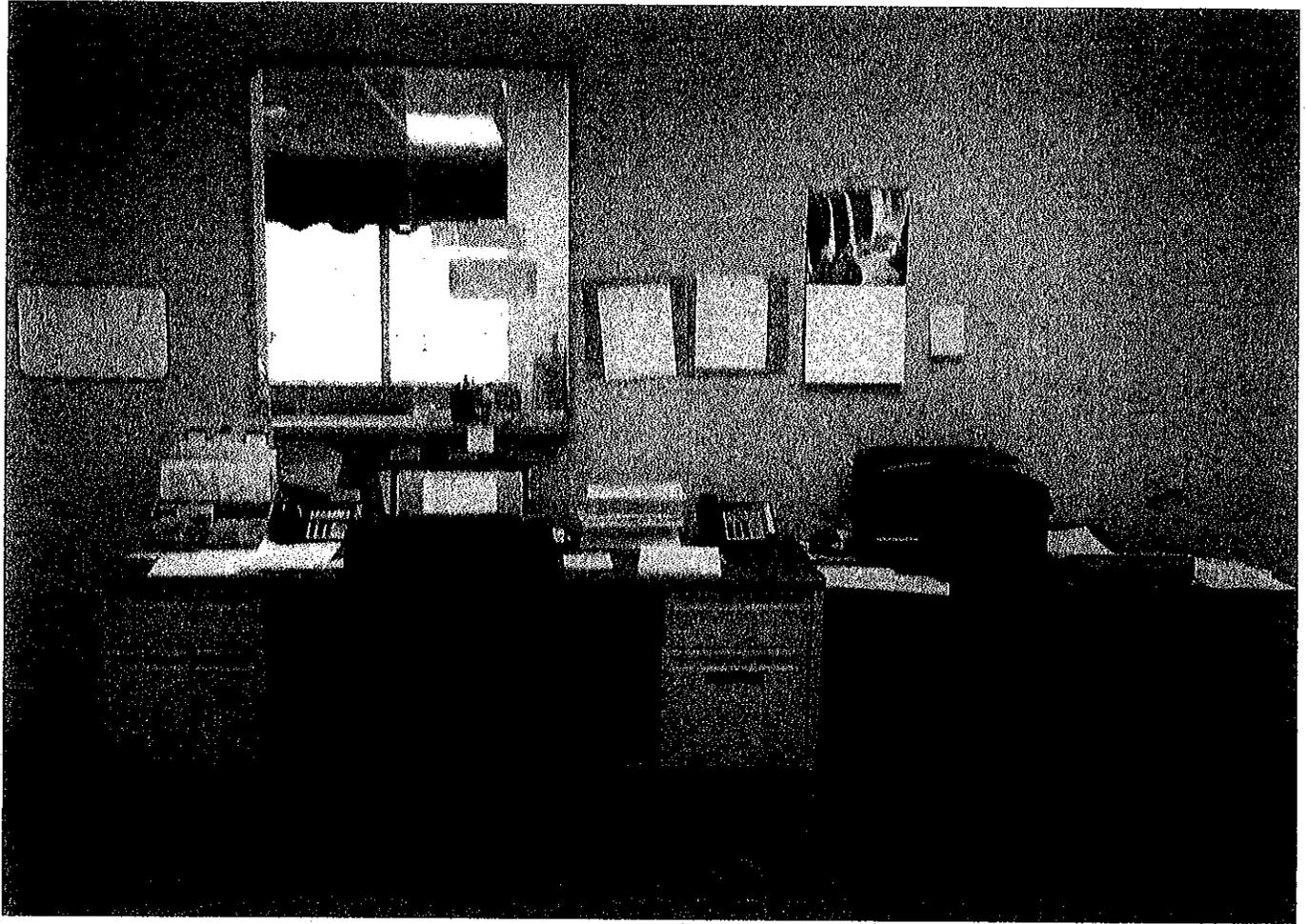
Entrance



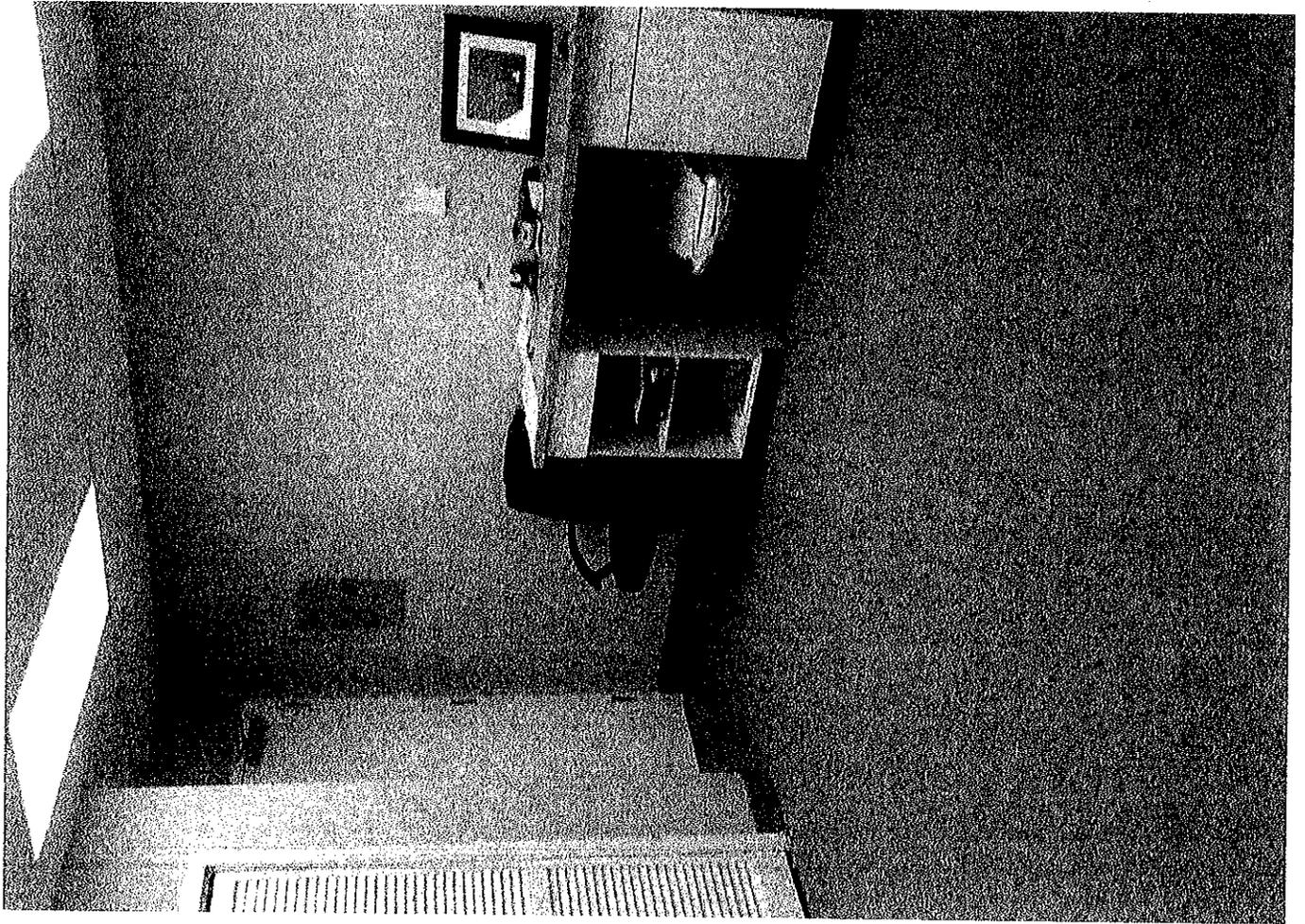
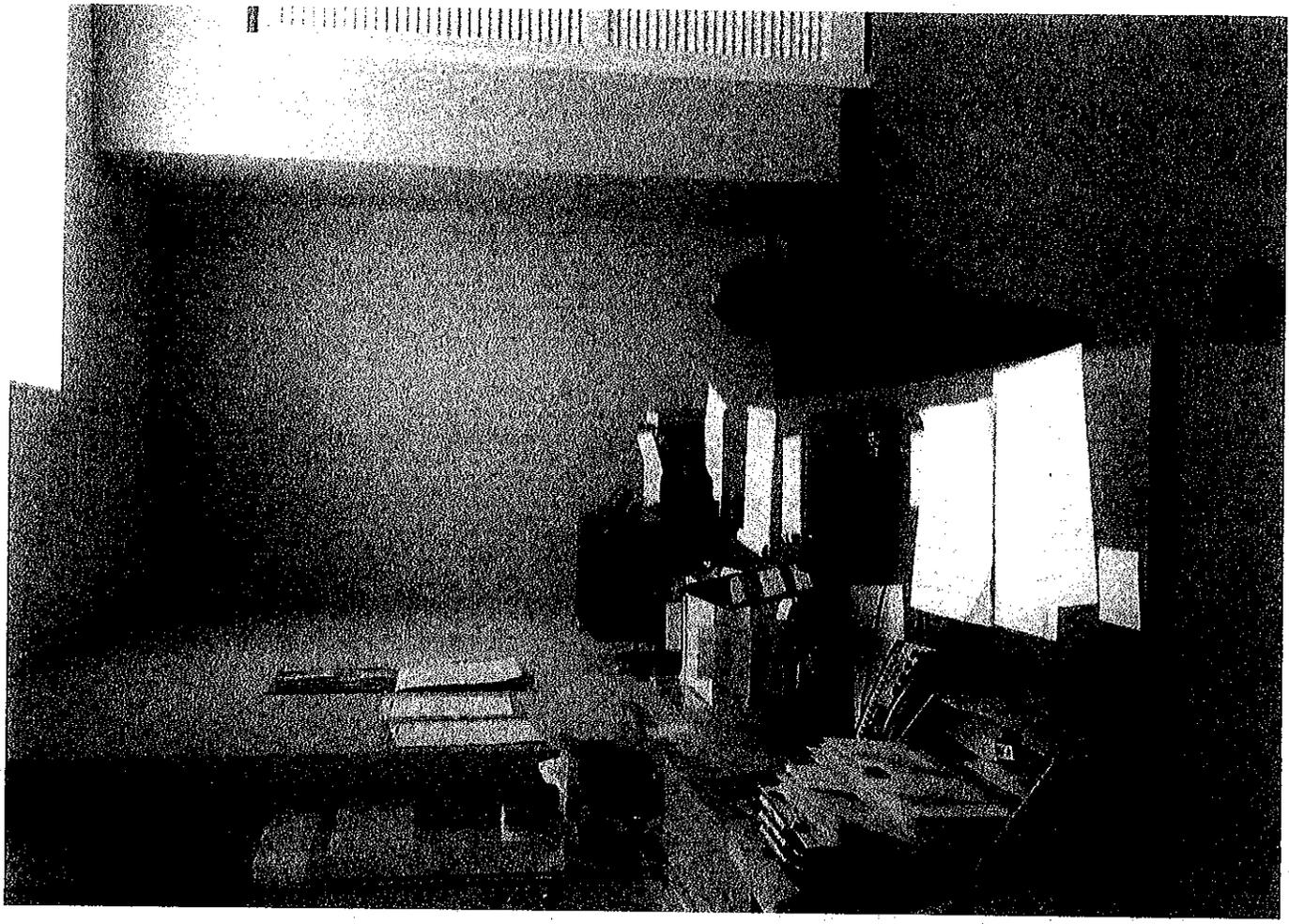
Waiting Room



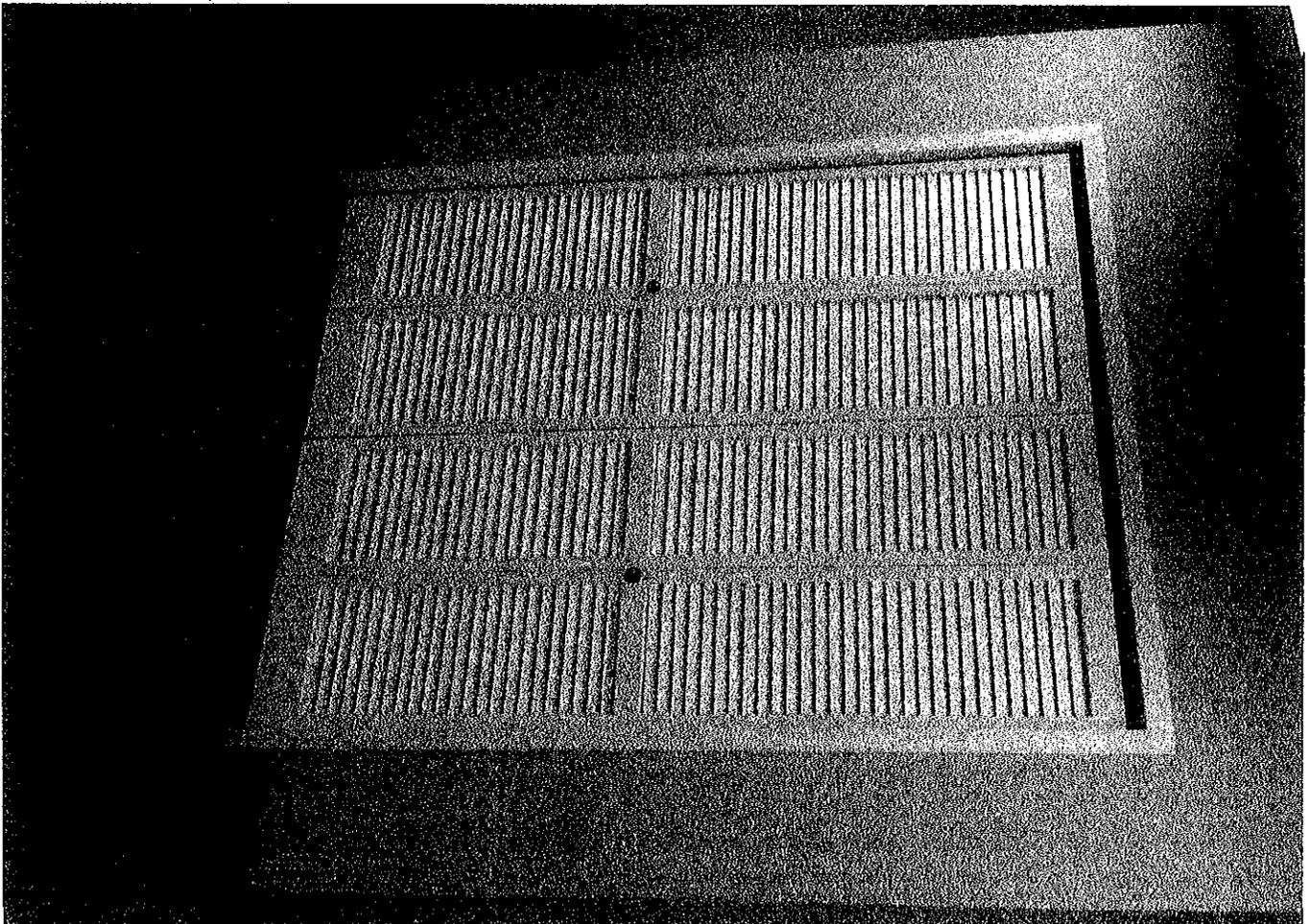
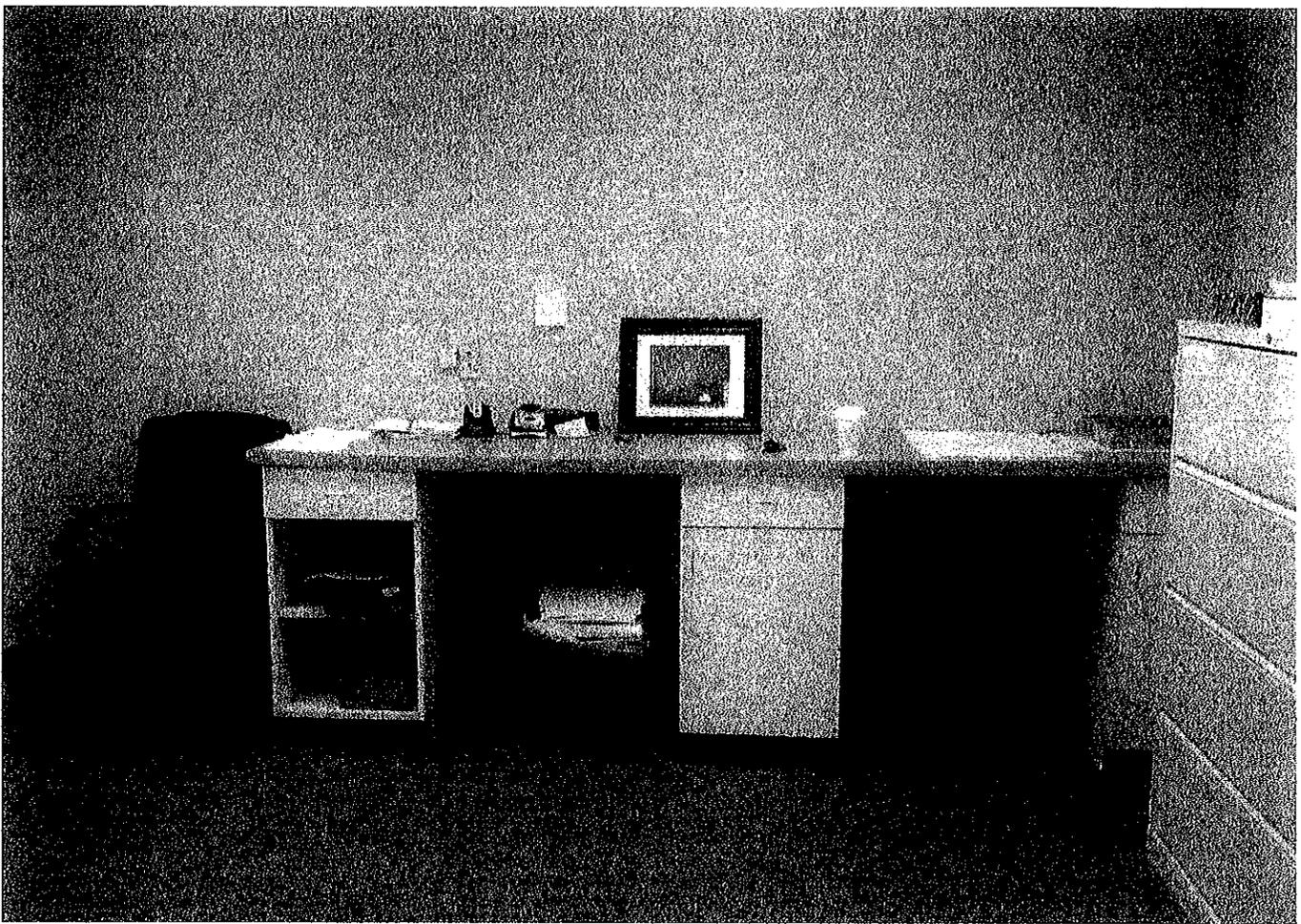
Reception Area



Reception Area



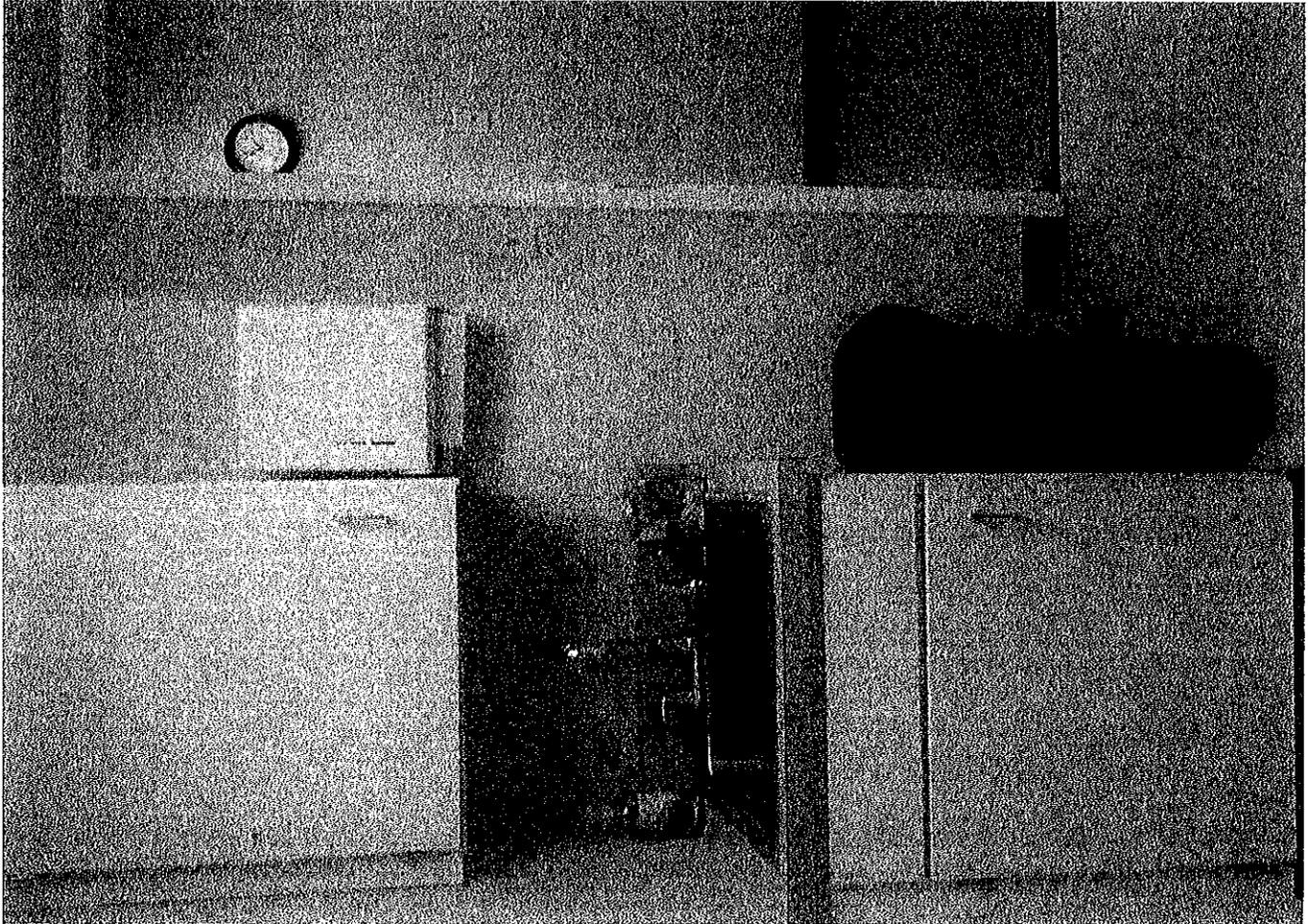
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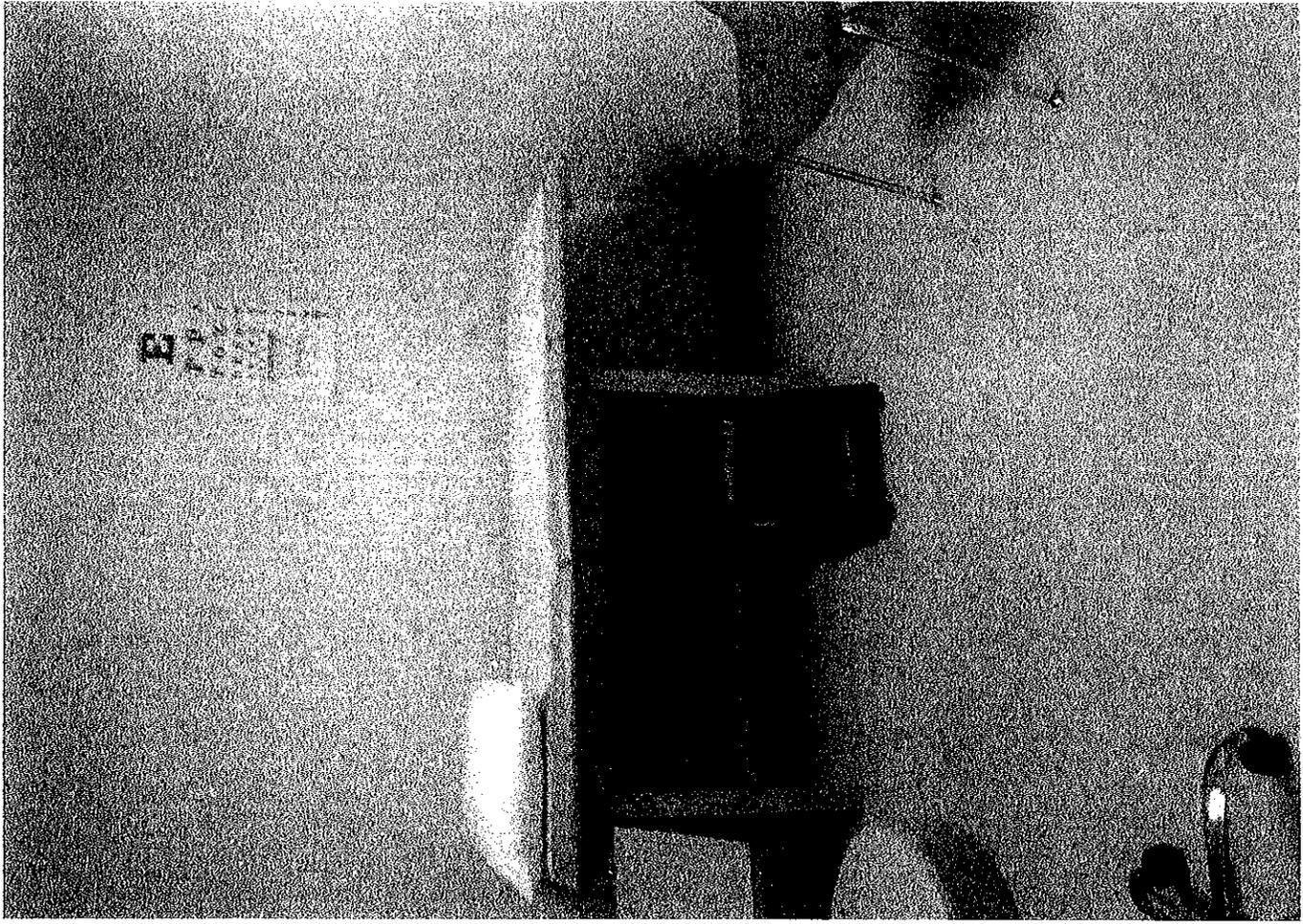
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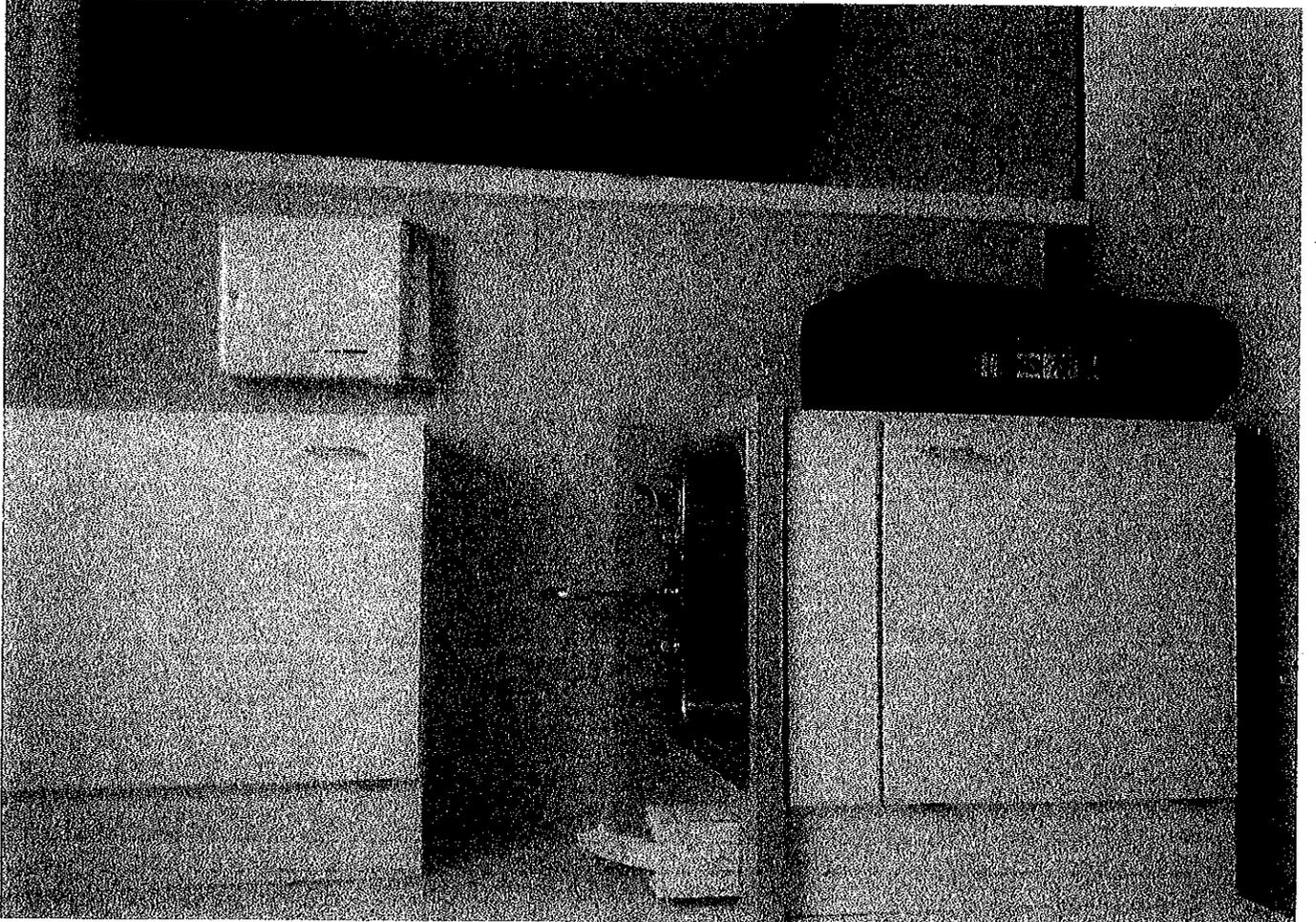
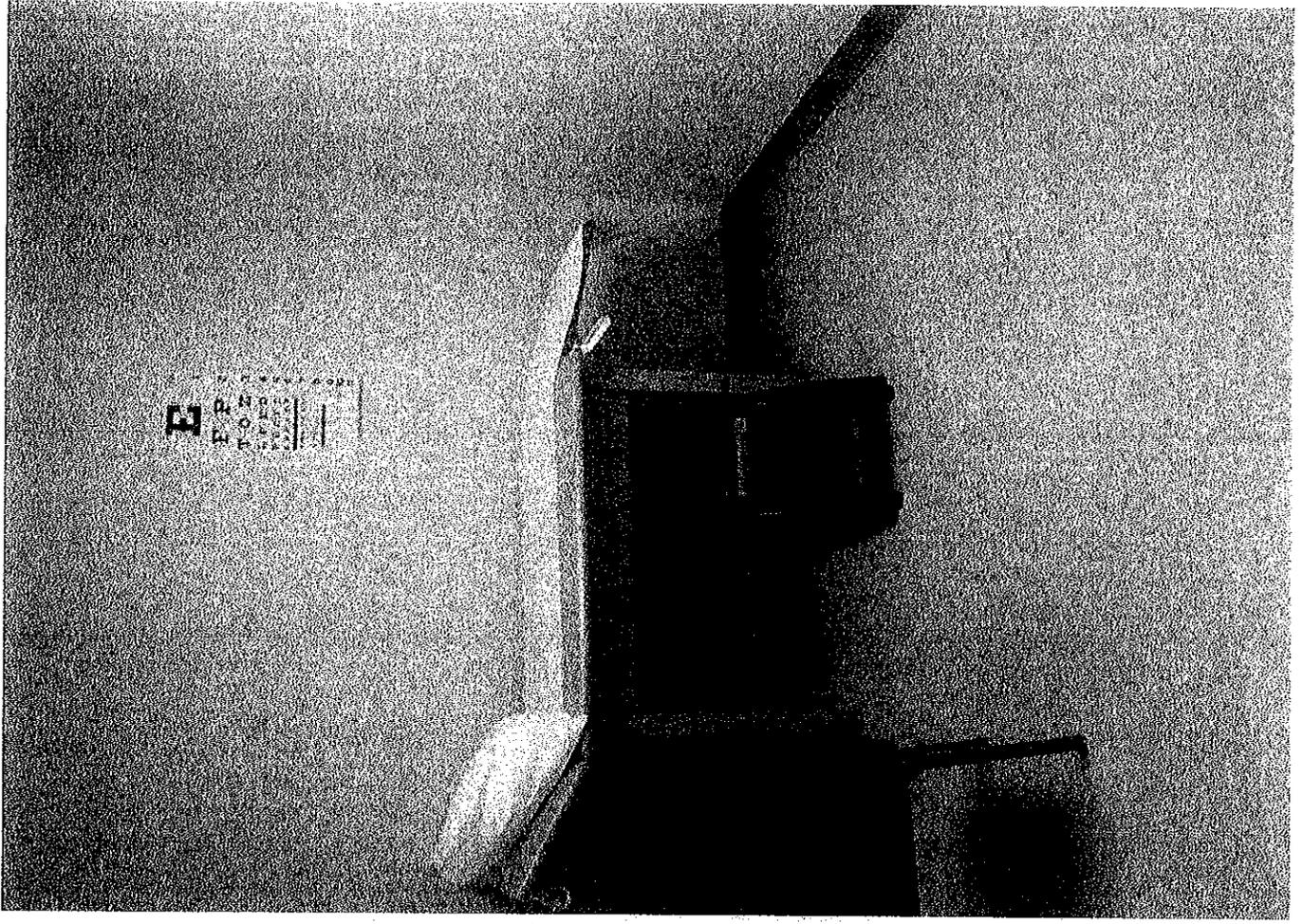


Hallway

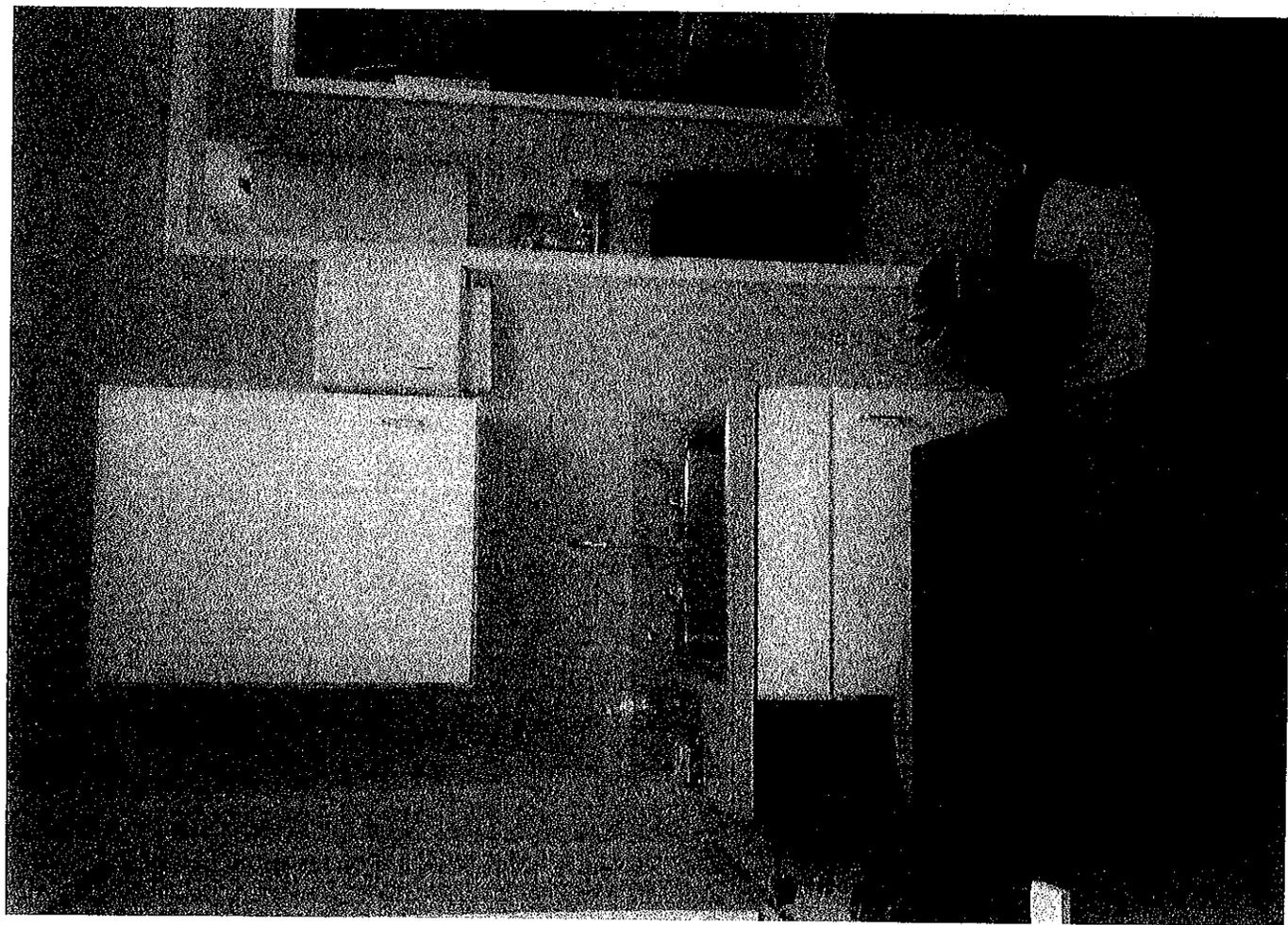


Exam Room 1

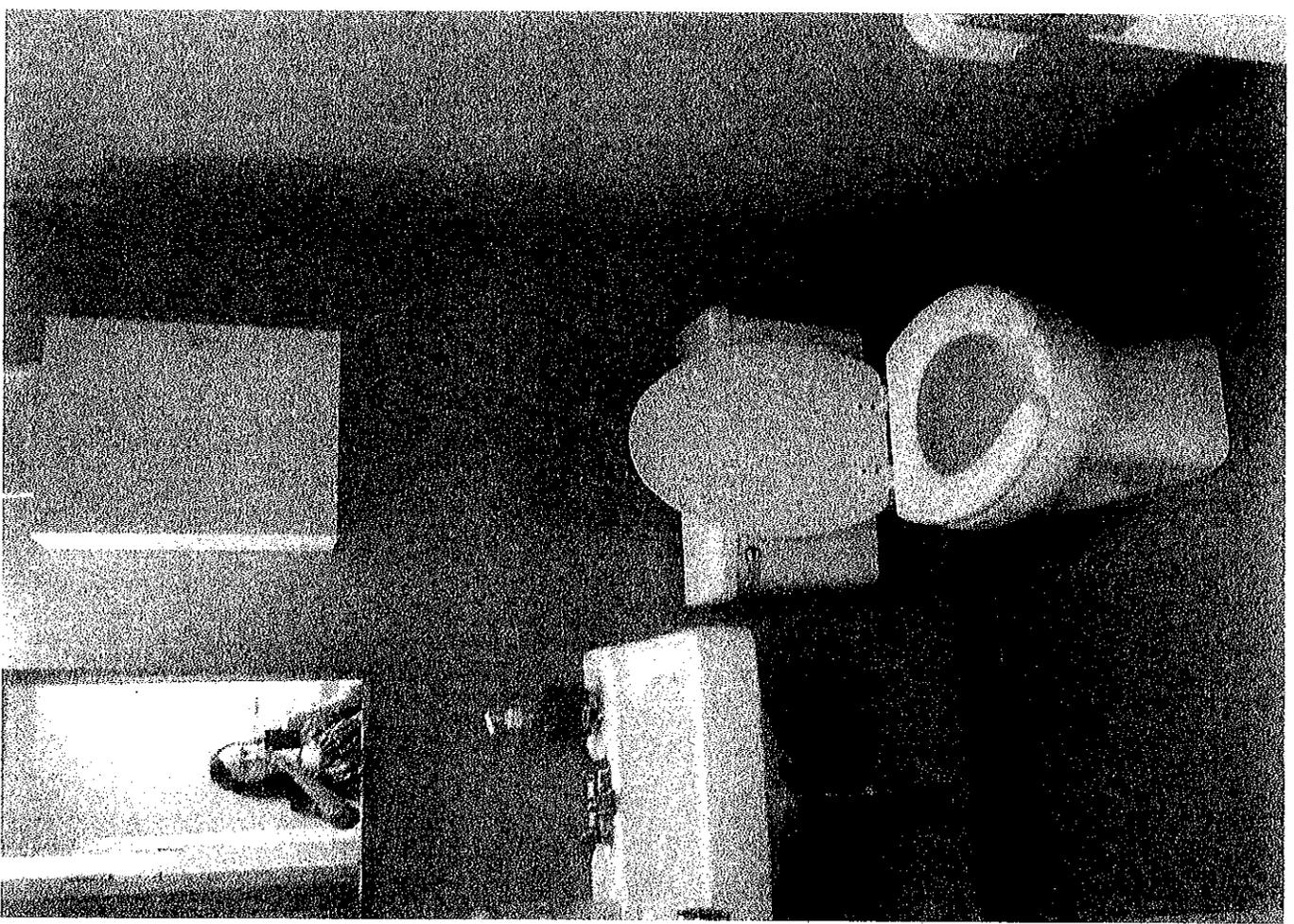




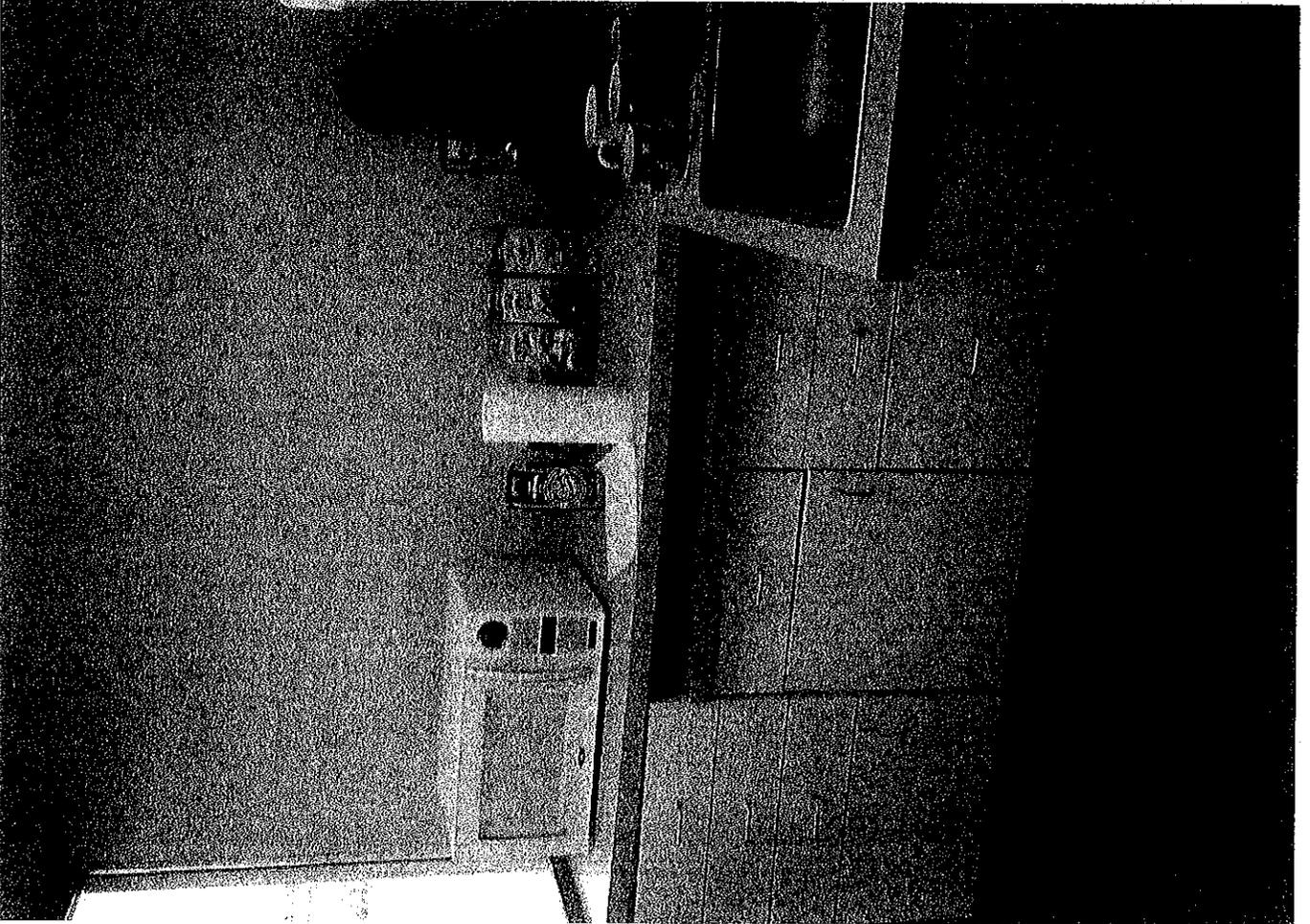
Exam Room 2



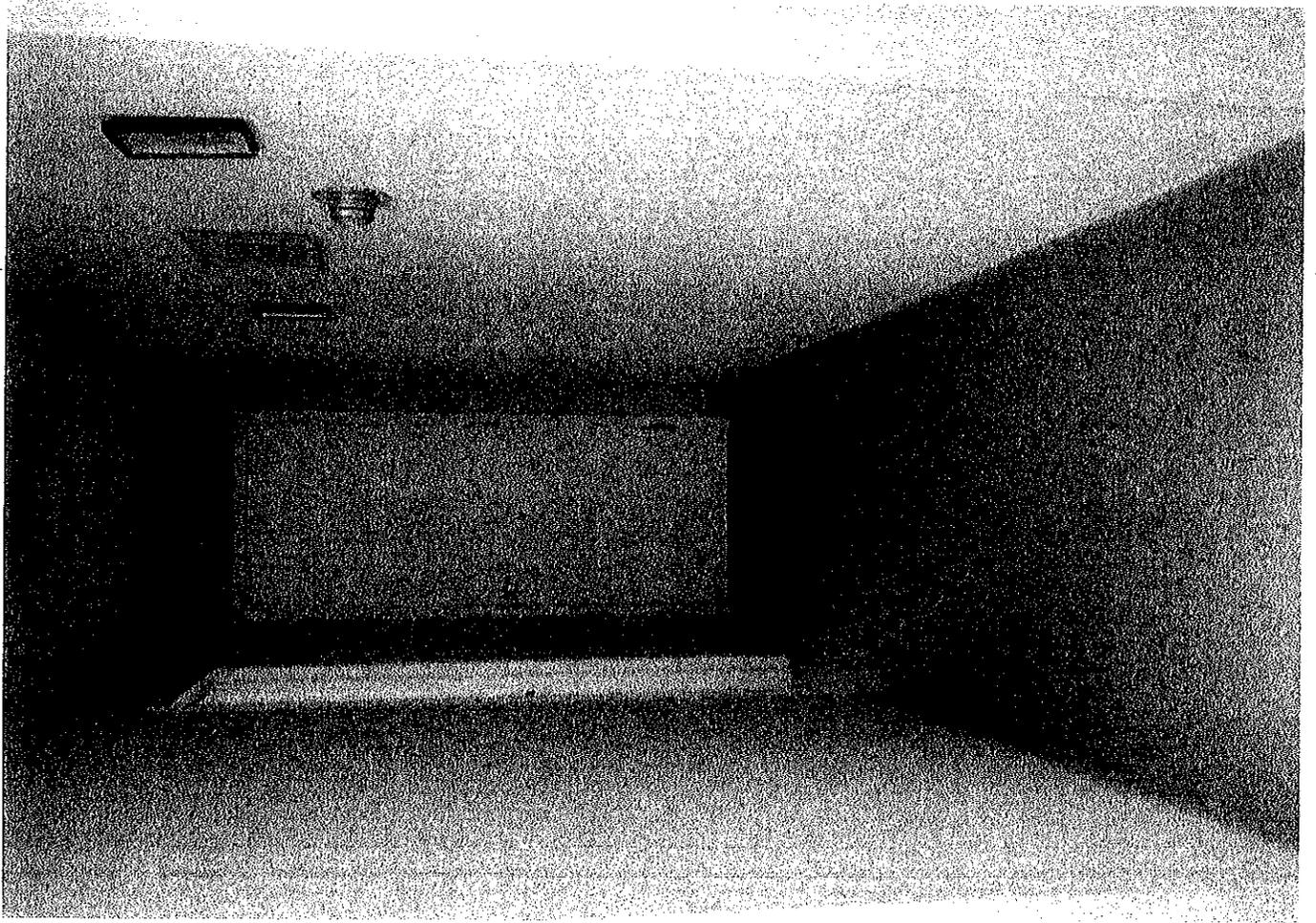
Office space / Doctor office



Bathroom



Kitchen



Consulting office



Consulting Office

TAB 27



State of Rhode Island and Providence Plantations

A. Ralph Mollis
Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

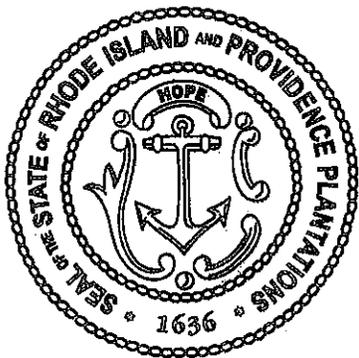
I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:

March 29, 2012 9:37 AM

A handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

Secretary of State





State of Rhode Island and Providence Plantations
Office of the Secretary of State

Fee

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

Limited Liability Company
Articles of Organization
(Chapter 17-1 of the general laws of Rhode Island, (1986), as amended)

ARTICLE I

The name of the limited liability company is: B & B Consulting, LLC

ARTICLE II

The street address (post office boxes are not acceptable) of the limited liability company's registered agent in Rhode Island

No. and Street: 222 JEFFERSON BLVD., SUITE 200

City or Town: WARWICK

State: RI

Zip:

The name of the resident agent at such address is:

UNITED STATES CORPORATION AGENTS, INC.

ARTICLE III

Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

Check one box only

a partnership a corporation disregarded as an entity separate from its member

ARTICLE IV

The address of its principal office of the limited liability company if it is determined at the time of organization:

No. and Street: 1809 WARWICK AVE., UNIT 19NW

City or Town: KENT

State: RI

Zip: 02889

Country: U

ARTICLE V

The limited liability company has the purpose of engaging in any lawful business, unless a more limited purpose is set forth VI of these Articles of Organization.

The period of its duration is: Perpetual

ARTICLE VI

Additional provisions, if any, not inconsistent with law, which members elect to have set forth in these Articles of Organization including, but not limited to, any limitation of the purposes or any other provision which may be included in an operating agreement

ARTICLE VII

The limited liability company is to be managed by its Members or Managers (check one)
(If managed by Members, go to ARTICLE VIII)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section)

Title

Individual Name

Address

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code, Country

ARTICLE VIII

The date these Articles of Organization are to become effective, not prior to, nor more than 30 days after the filing of these / Organization.

Later Effective Date:

This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and a the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing compliance with R.I. Gen. Laws § 7-16.

Signed this 29 Day of March, 2012 at 9:39:09 AM by the Authorized Person.

KARLA FIGUEROA

Address of Authorized Signer:

C/O LEGALZOOM.COM, INC., 101 N. BRAND BLVD., 10TH FLOOR, GLENDALE, CA 91203

Form No. 400
Revised 09/07

© 2007 - 2012 State of Rhode Island and Providence Plantations
All Rights Reserved

B & B Consulting, LLC

Operating Agreement

A. THIS OPERATING AGREEMENT of B & B Consulting, LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Rhode Island Limited Liability Company Act. The articles of organization of the Company filed with the Rhode Island Secretary of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE I: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Rhode Island Limited Liability Company Act.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means B & B Consulting, LLC, a Rhode Island limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Unit" means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or in Percentage Interests.

2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

2.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

2.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

3.2 Distributions. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with Rhode Island law.

3.3 Limitations on Distributions. The Company shall not make a distribution to a Member if, after giving effect to the distribution:

(a) The Company would be unable to pay its debts as they become due in the usual course of business, or

(b) The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of members, if any, whose preferential rights are superior to those of the Members

receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management.** The business of the Company shall be managed by the Members. In the event of a dispute between Members, final determination shall be made by a vote of the majority of the Members (unless a greater percentage is required in this Agreement or under Rhode Island law). Any Member may bind the Company in all matters in the ordinary course of business.

4.2 **Banking.** The Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.3 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members. The current officers of the Company are listed on Exhibit B.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the Member.

5.2 **Records.** At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Members shall keep or cause to be kept the following:

- (a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;
- (b) A copy of the articles of organization and any amendments;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the five most recent taxable years;

(d) Any written records of meetings of the Members; and

(e) An original executed copy or counterparts of this agreement and any amendments.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

5.4 Tax Matters Member. Jessica Cotton shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

6.1 Members and Voting Rights. Members shall have the right and power to vote on all matters with respect to which this agreement or Rhode Island law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Rhode Island law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.

6.2 Meetings. Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Rhode Island law, including by conference telephone or similar communications equipment. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action.

Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to those members who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer. A Member shall not transfer any Membership Interests, whether now owned or later acquired, unless all of the Members consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of Members holding a majority of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial dissolution under Section 7-16-40 of the Rhode Island Limited Liability Company Act.

(c) Upon the death, bankruptcy, withdrawal, expulsion or dissolution of the last remaining Member, or at any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 No automatic dissolution upon certain events. Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 Expenses. Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE 10: GENERAL PROVISIONS

10.1 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

10.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Rhode Island. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

10.3 Benefit. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.4 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 No Third Party Beneficiary. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: _____

Jessica Cotton
Jessica Cotton

Carrie Benson
Carrie Benson

EXHIBIT A

MEMBERS

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
Jessica Cotton	\$0.00	50%
Carrie Benson	\$20,000.00	50%

EXHIBIT B

OFFICERS

The following person(s) are elected as officers of the Company:

None.

NEW MEMBER'S CONSENT

The undersigned agrees to be bound as a Member by the terms of the Operating Agreement of B & B Consulting, LLC as if the undersigned was a signatory thereof.

(Signature)

Name: _____

Date: _____

SCHEDULE A
Adopted 1/1/13

B&B Consulting, LLC
Sole Member

<u>Name</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Jessica Cotton	\$18,150.00	100%

TAB 28

B & B Consulting, LLC
Profit & Loss
 March - December 2012

	Total
Income	
Discounts given	-5.00
Services	48,240.00
Services - Over Deposited 10 as Income from Petty Cash	-10.00
Total Income	\$ 48,225.00
Gross Profit	\$ 48,225.00
Expenses	
Advertising	2,610.40
Bank Charges	111.00
Credit Card Transaction Fees	720.27
Total Bank Charges	\$ 831.27
Charitable Contributions	450.00
Dues & Subscriptions	223.72
Legal & Professional Fees	1,330.91
Professional Fees - 1099 (Dr. R.G.)	13,700.00
Professional Fees - 1099 (NP)	5,400.00
Total Legal & Professional Fees	\$ 20,430.91
Meals and Entertainment	768.15
Office Expenses	4,213.94
Other General and Admin Expenses	88.75
Promotional	113.00
Rent or Lease	14,800.00
Repair & Maintenance	139.99
Stationery & Printing	568.63
Supplies	3,764.04
Travel	408.72
Utilities	2,070.47
Total Expenses	\$ 51,481.99
Net Operating Income	-\$ 3,256.99
Other Expenses	
Miscellaneous	1,585.00
Total Other Expenses	\$ 1,585.00
Net Other Income	-\$ 1,585.00
Net Income	-\$ 4,841.99

Friday, Jan 04, 2013 11:43:29 AM PST GMT-5 - Cash Basis