



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

The Commonwealth of Massachusetts

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

SITING PROFILE: Request for a Certificate of Registration to Operate a Registered Marijuana Dispensary

RECEIVED
Connection Corp.

DEC 19 2018

MA Dept of Public Health
99 Chauncy Street
Boston MA 02111

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370

www.mass.gov/medicalmarijuana

INSTRUCTIONS

This application form is to be completed by an entity that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health ("Department") to submit a *Siting Profile* ("applicant").

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

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

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

Each submitted application must be a complete, collated response, printed single-sided on 8 ½" x 11" paper, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

Mail or hand-deliver the *Siting Profile*, with all required attachments, to:

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

REVIEW

Applications are reviewed in the order they are received. After a completed application packet is received by the Department, the Department will review the information and will contact the applicant if clarifications or updates to the submitted application materials are needed. The Department will notify the applicant whether it has met the standards necessary to receive a Provisional Certificate of Registration.

PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants must receive a Provisional Certificate of Registration from the Department within 1 year of the date of the invitation letter from the Department to submit a *Siting Profile*. If the applicant does not meet this deadline, the application will be considered to have expired. Should the applicant wish to proceed with obtaining a Certificate of Registration, a new application must be submitted, beginning with an *Applicant of Intent*, together with the associated fee.

REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100, as well as materials posted on the Medical Use of Marijuana Program website: www.mass.gov/medicalmarijuana.

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

PUBLIC RECORDS

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

QUESTIONS

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

CHECKLIST

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

- ☒ A fully and properly completed *Siting Profile*, signed by an authorized signatory of the applicant
- ☒ Evidence of interest in property, by location (as outlined in Section B)
- ☒ Letter(s) of support or non-opposition (as outlined in Section C)

SECTION A: APPLICANT INFORMATION

1. 1Connection Corp
Legal name of Applicant Corporation
2. 25 Jessicas Way, Attleboro, MA 02703
Mailing address of Applicant Corporation (Street, City/Town, Zip Code)
3. Robert A. Caruso
Applicant Corporation's point of contact (name of person Department should contact regarding this application)
4. (617) 335-0004
Point of contact's telephone number
5. RCaruso@1connectioncare.com
Point of contact's e-mail address
6. Number of applications: How many *Siting Profiles* does the applicant intend to submit? 1

SECTION B: PROPOSED LOCATION(S)

Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.

Attach supporting documents as evidence of interest in the property, by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event that Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

	Location	Full Address	County
1	Dispensing	200 Williams Street, Dighton, MA 02764	Bristol
2	Cultivation	200 Williams Street, Dighton, MA 02764	Bristol
3	Processing	200 Williams Street, Dighton, MA 02764	Bristol

☐ Check here if the applicant would consider a location other than the county or physical address provided within this application.

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

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant *must* submit a letter of support or non-opposition from *both* municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead. The letter must be dated on or after the date that the applicant's *Application of Intent* was received by the Department.

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of applicant corporation] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of applicant corporation] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

Signature (add more lines for signatures if needed)

Date

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SECTION D: LOCAL COMPLIANCE

Describe how the applicant has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

1Connection Corp's ("1Connection") proposed RMD, including cultivation and processing, is located at 200 Williams Street in Dighton. In accordance with the Dighton Zoning Bylaw, the proposed location is in the Marijuana Overlay District. The property is not located within 1000 feet of any school, child care facility, drug or alcohol rehabilitation or correctional facility, half-way house, or another RMD or Marijuana Establishment. The location also is not within a 1/4 mile of any playground, public athletic field or similar public recreational facility. 1Connection will comply with all applicable provisions of the Zoning Bylaw as the Planning Board will confirm during the Special Permit and Site Plan approval process.

1Connection has retained the law firm Vicente Sederberg LLC and will work cooperatively with local officials to ensure that its proposed facility complies with all state and local codes, ordinances and bylaws.

SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

Provide the three-year business plan for the proposed RMD, including revenues and expenses.

Projected Start Date for the First Full Fiscal Year: 01/01/2020

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS <u>2020</u>	SECOND FULL FISCAL YEAR PROJECTIONS <u>2021</u>	THIRD FULL FISCAL YEAR PROJECTIONS <u>2022</u>
Projected Revenue	<u>\$ 1,809,600.00</u>	<u>\$ 1,922,400.00</u>	<u>\$ 2,026,200.00</u>
Projected Expenses	<u>\$ 1,759,500.00</u>	<u>\$ 1,795,200.00</u>	<u>\$ 1,754,400.00</u>
VARIANCE:	<u>\$ 50,100.00</u>	<u>\$ 127,200.00</u>	<u>\$ 271,800.00</u>
Number of unique patients for the year	<u>464</u>	<u>534</u>	<u>614</u>
Number of patient visits for the year	<u>11,136</u>	<u>12,816</u>	<u>14,736</u>
Projected % of patient growth rate annually	<u>---</u>	<u>13.0</u>	<u>13.0</u>
Estimated purchased ounces per visit	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Estimated cost per ounce	<u>\$ 325.00</u>	<u>\$ 300.00</u>	<u>\$ 275.00</u>
Total FTEs in staffing	<u>12</u>	<u>17</u>	<u>21</u>
Total marijuana for medical use inventory for the year (in lbs.)	<u>376</u>	<u>433</u>	<u>498</u>
Total marijuana for medical use sold for the year (in lbs.)	<u>348</u>	<u>401</u>	<u>461</u>
Total marijuana for medical use left for roll over (in lbs.)	<u>28</u>	<u>32</u>	<u>37</u>

Projected date the RMD plans to open: 01/01/2020

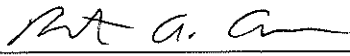
Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: RC

Application 1 of 1

Applicant Corporation 1Connection Corp

ATTESTATIONS

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

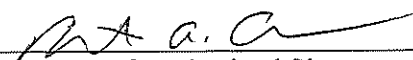

Signature of Authorized Signatory

12/14/18
Date Signed

Robert A. Caruso
Print Name of Authorized Signatory

Chief Executive Officer
Title of Authorized Signatory

I, the authorized signatory for the applicant, hereby attest that the applicant has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.


Signature of Authorized Signatory

12/14/18
Date Signed

Robert A. Caruso
Print Name of Authorized Signatory

Chief Executive Officer
Title of Authorized Signatory

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

Application 1 of 1

Applicant Corporation 1Connection Corp

I, the authorized signatory for the applicant, hereby attest that if the corporation is approved for a provisional certificate of registration, the applicant is prepared to pay a non-refundable registration fee of \$50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.


Signature of Authorized Signatory

12/14/18
Date Signed

Robert A. Caruso
Print Name of Authorized Signatory

Chief Executive Officer
Title of Authorized Signatory

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

BINDING LETTER OF INTENT / OPTION TO LEASE

September 27, 2018

Williams Street Properties, LLC
PO Box 583
North Dighton, MA 02764

RE: BINDING LETTER OF INTENT / OPTION TO LEASE 200 WILLIAMS STREET, DIGHTON, MA 02764

To Whom It May Concern:

This Binding Letter of Intent ("**LOI**") is for the leasing of a property located at 200 Williams Street, Dighton, Massachusetts 02764.

LANDLORD: Williams Street Properties, LLC
PO Box 583, North Dighton, MA 02764

TENANT: 1Connection Corp
25 Jessicas Way, Attleboro, MA 02703

PREMISES: The property located at 200 Williams Street, consisting of approximately two (2) acres of land and including the 18,320 square foot structure, which includes the basement, currently on the parcel, and more specifically referred to as Parcel ID 076/002.0-0127-0000.0 (the "**Premises**").

EXCLUSIVE USE: Tenant shall have the exclusive use of the Premises for the operation of a Registered Marijuana Dispensary ("**RMD**"), also known as a Medical Marijuana Treatment Center ("**MMTC**"), an adult use Marijuana Establishment, and any other lawful purpose under state and local law.

TERM OF LEASE: Five (5) year initial term, with two five (5) year options to renew, such options to renew exercisable at Tenant's sole discretion (the "**Lease Term**" or "**Term of Lease**").

OPTION PERIOD: For a period of six (6) months following full execution of this LOI (the "**Option Period**"), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the "**Option to Lease**"). Landlord shall be permitted to collect rent from the current tenants of the Premises during the Option Period, but Landlord shall provide the Premises to Tenant exclusively and free of any other tenants within thirty (30) days following the execution of a Lease between Landlord and Tenant. Such Option to Lease shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period. During the Option Period, Tenant shall use due diligence to obtain state and local approvals required to use the Premises as a RMD.

- OPTION PAYMENTS:** Tenant will pay Landlord ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 USD) per month during the Option Period (the “Option Payments”) in consideration of the Option Period. The Option Payments shall be due and payable on the first day of each month. The Option Payments are non-refundable but shall be prorated to reflect the actual duration of the Option Period.
- OPTION EXTENSION:** Upon conclusion of the Option Period, Tenant will have the ability to extend the Option to Lease on a month-by-month basis for up to twelve (12) months (“Extension Period”) by paying Landlord ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 USD) per month for the duration of the Extension Period, or until Tenant either: (1) exercises the Option to Lease at which point Landlord and Tenant (together, the “Parties”) will enter into a lease agreement; or (2) terminates this LOI by providing written notice to Landlord. Tenant shall have the exclusive right and option to lease the Premises during the Extension Period.
- TERMINATION OF LOI:** This LOI may be terminated by Tenant in its sole discretion at any time upon written notice to Landlord given during the Option Period or Extension Period.
- LEASE:** Upon Tenant’s exercise of the Option to Lease in accordance with the terms herein contained, Landlord and Tenant shall use good faith and due diligence to execute a lease agreement to be prepared by Landlord, containing all of the terms and conditions for the use set forth in this LOI and such other customary and reasonable terms and conditions (the “Lease”). Landlord and Tenant hereby agree to enter into a lease within thirty (30) days following Tenant’s exercise of the Option to Lease.
- RENT:** If the Option to Lease is exercised by Tenant, the Lease shall provide for rent to be paid by Tenant to Landlord as follows:
- a. Year 1: The rent shall be paid by Tenant to Landlord at the rate of FIVE UNITED STATES DOLLARS (\$5.00 USD) per square foot, or SEVEN THOUSAND SIX HUNDRED AND THIRTY-THREE UNITED STATES DOLLARS (\$7,633.00 USD) per month.
 - b. The monthly rent payments shall be due and payable on the first of each month.
 - c. The monthly rent payments are non-refundable.
 - d. After Year 1, the rent shall increase three percent (3%) each year.
- CONDITION:** “As Is”
- TRIPLE NET CHARGES:** Tenant shall be solely responsible for its pro rata share of all real estate taxes assessed against the Premises occupied by Tenant, as well as all maintenance for the Premises, for the Term of the Lease. Tenant shall also be responsible during the Term of the Lease for maintaining its pro

rat share of all necessary insurance, naming Landlord as an additional insured. Tenant shall provide Landlord with copies of the insurance documentation for the Premises on an annual basis. However, Tenant shall not be required to pay Triple Net charges associated with the Premises prior to execution of the Lease.

FIRST PURCHASE OPTION: At any point during the Lease Term, Tenant shall have the right to approach Landlord to discuss the possibility of purchasing the Premises from Landlord. In the event that Landlord desires to sell the Premises at any point during the Lease Term, Tenant shall have the first option to purchase the Premises from Landlord (the "**Option to Purchase**") for a fair price to be negotiated by the Parties (the "**Purchase Price**"). Notwithstanding the above, Landlord may transfer or sell the Premises to a family member of one of Landlord's owners prior to offering to sell the Premises to Tenant, provided, however, that the family member shall assume all of Landlord's responsibilities and obligations under Lease, including but not limited to Tenant's first Option to Purchase during the Lease Term.

In the event that Tenant exercises the Option to Purchase, Tenant's monthly rent payments shall not be applied to the Purchase Price. Tenant shall exercise the Option to Purchase, if at all, by providing written notice to Landlord prior to the expiration of the Lease Term. The Option to Purchase is specifically designated for 1Connection Corp and shall not carry over to any other entities or individuals that may acquire 1Connection in the future.

UTILITIES: Tenant shall be responsible for its pro rata share of all utilities supplied to and consumed upon the Premises during the Term of the Lease.

ASSIGNMENT & SUBLETTING: Tenant shall have the right to assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) any entity resulting from a merger or a consolidation with Tenant; (b) any entity succeeding to the business operated by Tenant at the Premises; (c) any subsidiary or affiliate of Tenant; or (d) any other party permissible under the law. Any assignment or sublease will require the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned. In the event that Tenant sublets all or any portion of the Premises, Tenant shall remain liable under the Lease.

ACCESS: During the Option Period and Extension Period, and prior to the commencement of the Lease Term, Tenant shall be permitted reasonable access to the Premises for the purposes of planning the layout of the space, measuring the Premises and preparing architectural drawings and security layout of the Premises.

SIGNAGE: Exterior signage will be permitted during the Term of the Lease subject only to applicable laws. Landlord shall be responsible for the removal of any unwanted existing signage.

TERMS OF AGREEMENT: Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. It is understood that final approval for an RMD from the Massachusetts Department of Public Health (the "DPH"), or the Massachusetts Cannabis Control Commission (the "CCC"), if applicable, or approval for a Marijuana Establishment from the CCC, and the Town of Dighton is required before construction on the Premises may commence. The Lease shall contain a contingency allowing for Tenant's early termination in the event that all necessary state and municipal approvals for a RMD and Marijuana Establishment at the Premises cannot be obtained. The terms of this LOI shall govern until the Lease is executed.

IMPROVEMENTS: Tenant will bear the cost of all construction and improvements to the Premises. In the event Tenant does not exercise the option to renew the Lease or exercise the Option to Purchase during the Lease Term, Tenant may only remove temporary trade fixtures, trade equipment, or movable furniture that Tenant has purchased and installed on the Premises. Tenant shall not remove any permanent fixtures or property that have become a part of the structure of the building, and Tenant must leave the Premises in a usable condition, with working heat, electricity and alarm system.

FURNISHING OF DOCUMENTS: Upon request, Landlord will supply any documents or information in Landlord's possession necessary for Tenant to obtain all state and local approvals, licenses and permits required to operate a RMD or Marijuana Establishment on the Premises, and will provide signatures as required for approvals involving the Premises. Tenant shall be solely responsible for all costs associated with obtaining state and local approvals, licenses and permits.

EXCLUSIVITY: Landlord will not offer the Premises for lease or sale to anyone other than Tenant during the Option Period, or Extension Period, referenced in this LOI. Landlord agrees to provide the Premises exclusively to Tenant within thirty (30) days following the execution of a Lease between Landlord and Tenant. Tenant shall not be obligated to make any payments, and Tenant shall have no liability for same to the Landlord during the time following execution of a Lease, unless and until Landlord provides the Premises to the Tenant exclusively and free of any other tenants or encumbrances.

INDEMNIFICATION: Except for matters arising from or relating to Landlord's negligence or misconduct, Tenant shall defend, indemnify, and hold harmless Landlord, its officers, employees, and agents ("Indemnified Parties") against any claims, actions, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits against or involving the Indemnified Parties, including reasonable attorneys' fees, reasonable experts' fees, and associated court costs that arise from or relate in any way to any damage or injury of or to the Tenant, Tenant's guests, invitees, agents or employees or to any person entering the Premises, or that arise from or relate to Tenant's use of the Premises as a RMD or Marijuana Establishment or Tenant's violation of any

Massachusetts law or regulation governing medical marijuana and/or non-medical marijuana.

**LIMITATION OF
REMEDIES:**

Notwithstanding any provision of this LOI or subsequent Lease, Landlord hereby agrees that Landlord's rights and remedies following a default, breach, surrender or any other failure to perform under this LOI, or subsequent Lease, shall not include the seizure of assets protected by the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012 or Ch. 94I, or Ch. 94G, i.e. any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a Certificate of Registration or license, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior DPH or CCC approval. Landlord agrees that a Certificate of Registration or license is not an asset that may be seized by Landlord or available as a remedy for a default, breach or other failure to perform under this LOI or subsequent Lease.

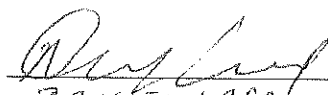
CONFIDENTIALITY:

The Parties agree that the information set forth herein is intended to be private and confidential between the Parties executing this LOI and shall not be disclosed to third parties without the written consent of each Party to this transaction; provided, however, that the terms of this LOI may be disclosed in confidence to local and state government officials, prospective lenders, current or prospective business partners or joint venture partners, legal counsel and other consultants to and contractors for said Parties for purposes incidental to this agreement or to the conduct of business by said Parties.

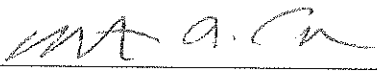
[SIGNATURE PAGE FOLLOWS]

If the terms and conditions are acceptable, please execute this LOI in the space provided below and return a copy by September 27, 2018.

AGREED & ACCEPTED: LANDLORD / WILLIAMS STREET PROPERTIES, LLC

Signature:  Robin L. LaCroix, Trustee
Name: DANIEL LACROIX Robin L. LaCroix, Trustee
Title: Trustee - Pres
Date: Sept 27 2018

AGREED & ACCEPTED: TENANT / 1CONNECTION CORP

Signature: 
Name: Robert A. Caruso
Title: Chief Executive Officer
Date: 09/27/18

**Town of Dighton****Board of Selectmen****979 Somerset Avenue****Dighton, MA 02715****Tel: (508) 669-6431****Fax: (508) 669-5667**

October 24, 2018

Massachusetts Department of Public Health
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor
Boston, MA 02210

Re: 1Connection Corp - Letter of Non-Opposition for a Registered Marijuana Dispensary

To Whom It May Concern:

The Town of Dighton Board of Selectmen does hereby provide a letter of non-opposition to 1Connection Corp to operate a Registered Marijuana Dispensary at 200 Williams Street in the Town of Dighton.

The Board of Selectmen, on October 24, 2018 publicly voted, 3 in favor and _____ opposed, to issue a letter of non-opposition to 1Connection Corp, as a result of their request to operate a Registered Marijuana Dispensary, including cultivation, processing and retail dispensing, to be operated at 200 Williams Street, Dighton, MA 02715.

The Dighton Board of Selectmen has verified with the Planning Board that the proposed RMD facility is located in a zoning district that allows such use by special permit.

Sincerely,

BOARD OF SELECTMEN

Brett R. Zografos, Ph.D., Chairman

Kenneth J. Pacheco, Clerk

Nancy J. Goulart, Member