



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

RECEIVED

DEC 09 2016

MA Dept of Public Health
99 Chauncy Street
Boston, MA, 02111

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

INSTRUCTIONS

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

If invited by the Department to submit more than one *Siting Profile*, you 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 labelled or marked so as to identify the question to which it relates.

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

Mail or hand-deliver the *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/updates to the submitted application materials are needed. The Department will notify the applicant whether they have 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.

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).

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: AE

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 non-profit corporation (the “Corporation”)
- Evidence of interest in property, by location (as outlined in Section B)
- Letter(s) of local support or non-opposition (as outlined in Section C)

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SECTION A: APPLICANT INFORMATION

1. Verdant Medical, Inc.
Legal name of Corporation
2. Alexander Eriksen
Name of Corporation's Chief Executive Officer
3. 109 State Street, Suite 404
Boston, MA 02109
Address of Corporation (Street, City/Town, Zip Code)
4. Alexander Eriksen
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
5. (669) 777-8228
Applicant point of contact's telephone number
6. alexander.eriksen@gmail.com
Applicant point of contact's e-mail address
7. Number of applications: How many *Siting Profiles* do you 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	78-80 Pacella Park Drive, Randolph, Massachusetts 02368	Norfolk
2	Cultivation	78-80 Pacella Park Drive, Randolph, Massachusetts 02368	Norfolk
3	Processing	78-80 Pacella Park Drive, Randolph, Massachusetts 02368	Norfolk

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

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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 non-profit organization] 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 non-profit organization] to operate a Registered Marijuana Dispensary 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 Corporation 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.

Verdant Medical, Inc.'s ("VMI") proposed RMD is located at 78-80 Pacella Park Drive, Randolph, MA in the Great Pond Commerce Center Overlay District ("GPCCOD"). 78-80 Pacella Park Drive consists of 2.34 acres and one existing building. A RMD in the GPCCOD is allowed by Special Permit from Randolph's Town Council. As per Randolph's Zoning Bylaws, the proposed RMD is no closer than 1000 feet to a school (public or private), a playground/park or other public area that the general public has access to, a halfway house, sober house, treatment center, AA/NA gathering or meeting point, or house of worship; any club or children's oriented activity where children gather, including day-care centers, libraries, arcades, etc. Furthermore, the proposed RMD is located in a freestanding building and does not share a common wall with any other use or tenant space. VMI received a letter of support from the Randolph Town Council stating that the proposed RMD is located in a zoning district that allows such use by right or pursuant to local permitting.

VMI will work closely with Randolph in order to receive a Special Permit to operate a RMD at the proposed location and with regard to ongoing compliance with local codes, ordinances, and bylaws.

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SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

Projected Start Date for the First Full Fiscal Year: 01/01/2017

	FIRST FULL FISCAL YEAR PROJECTIONS 20 17	SECOND FULL FISCAL YEAR PROJECTIONS 20 18	THIRD FULL FISCAL YEAR PROJECTIONS 20 19
Projected Revenue	\$ 1,357,574.83	\$ 5,769,693.04	\$ 7,212,116.30
Projected Expenses	\$ 3,575,420.70	\$ 5,978,382.08	\$ 6,046,133.26
VARIANCE:	\$ -2,217,845.87	\$ -208,689.04	\$ 1,165,983.03
Number of unique patients for the year	321	1366	1707
Number of patient visits for the year	5554	23603	29504
Projected % of patient growth rate annually	---	76.47%	20.00%
Estimated purchased ounces per visit	.741	.741	.741
Estimated cost per ounce	\$330.00	\$330.00	\$330.00
Total FTEs in staffing	18	24	25
Total marijuana for medical use inventory for the year (in lbs.)	288	1223.9	1529.8
Total marijuana for medical use sold for the year (in lbs)	257.1	1092.7	1365.9
Total marijuana for medical use left for roll over (in lbs.)	30.9	162	325.9

Projected date the RMD plans to open: 10/01/2017

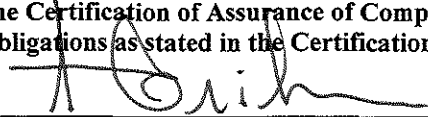
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**SECTION F: CERTIFICATION OF ASSURANCE OF COMPLIANCE:
ADA AND NON-DISCRIMINATION BASED ON DISABILITY**

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The Applicant must complete a Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability. By signing, the Applicant formally notifies the Department that the Applicant is in compliance and shall maintain compliance with all applicable requirements.

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
 - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
 - purchase accessible equipment or modify equipment;
 - modify policies and practices; and
 - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.
- I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.
- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, including 105 CMR 725.000, et seq.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Plan of Correction shall be deemed a breach of a material condition of any Certificate of Registration issued to the Applicant for operation of a Registered Marijuana Dispensary. Such a breach shall be grounds for suspension or revocation, in whole or in part, of a Certificate of Registration issued by the Department.
- I agree that, if selected, I will submit a detailed floor plan of the premises of the proposed dispensary in compliance with 105 CMR 725.100(m) in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, understand the obligations of the Applicant under the Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability, and agree and attest that the Applicant will comply with those obligations as stated in the Certification.



Signature of Authorized Signatory

12/1/16

Date Signed

Alexander Eriksen

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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ATTESTATIONS

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



Signature of Authorized Signatory

Alexander Eriksen

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

12/1/16

Date Signed

I, the authorized signatory for the applicant non-profit corporation, hereby attest that the corporation 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

Alexander Eriksen

Print Name of Authorized Signatory

Chief Executive Officer

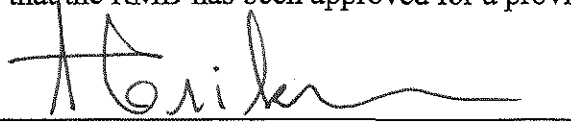
Title of Authorized Signatory

12/1/16

Date Signed

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I, the authorized signatory for the applicant non-profit corporation, hereby attest that if the corporation is approved for a provisional certificate of registration, the corporation 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.



12/1/16

Signature of Authorized Signatory

Date Signed

Alexander Eriksen

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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VERDANT MEDICAL, INC.
109 State Street, Suite 404
Boston, MA 02109

October 17, 2016

78 – 80 Pacella Park Drive, LLC
Att: William J. Grabowski, Manager
164 Crabtree Road
Quincy, MA 0217

Re: Letter of Intent to Purchase Commercial Real Estate

Dear Mr. Grabowski:

This Letter of Intent sets forth an agreement in principal between Verdant Medical, Inc. ("Verdant") and 78 – 80 Pacella Park Drive, LLC ("78PPD") covering some of the major terms and conditions of the proposed purchase of the premises at 78 – 80 Pacella Park Drive, Randolph, MA ("the Premises").

1. Premises

Pursuant to a definitive agreement to be prepared by counsel, Verdant will purchase the Premises, consisting of approximately 2.34 acres, with the existing building thereon.

2. Purchase Price and Initial Fee Payment

Verdant agrees to pay the sum of Two Million Eight Hundred Twenty Five Thousand Dollars (\$2,825,000.00) to acquire the Premises from 78PPD. Of this amount, Verdant shall pay a total of Two Hundred Eighty Two Thousand Five Hundred Dollars (\$282,500.00) ("the Deposit") at the time of execution of the Purchase and Sales Agreement between the parties as per Paragraph 4 below and the balance at the time of the actual purchase of the Premises, subject to customary closing adjustments as set forth below. The Deposit shall be held in escrow by a mutually agreeable escrow agent in an interest bearing account and shall be duly accounted for, credited to the purchase price and paid to 78PPD at the time of closing, provided that such closing shall occur.

In addition, Verdant shall pay Twenty Five Thousand Dollars (\$25,000.00) in immediately available funds to 78PPD ("the Initial Fee") to offset certain carrying costs incurred by 78PPD in the period prior to the closing of the transaction contemplated herein. The Initial Fee shall be paid to 78PPD immediately upon the execution hereof by both parties and shall be considered

as non-refundable. Assuming that the closing contemplated herein does occur, the Initial Fee shall not be credited toward the purchase price specified above.

3. Closing

The closing on the sale of the Premises shall take place on November 30, 2016 or, if earlier, thirty (30) days following receipt by Verdant of all necessary state and /or local licenses, registrations, variances or other approvals needed to operate a Registered Marijuana Dispensary / Grow Facility ("RMD") on the Premises and the passage of any applicable appeal period(s) related to such permitting. Provided Verdant has been unable to obtain such approvals prior to November 30, 2016, Verdant shall be entitled to extend the date for closing for up to four (4) additional periods of one (1) month each (the "Option Periods") upon written notice to 78PPD and the payment of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) for each Option Period (the "Option Payments"). If Verdant desires to extend the date for closing, Notice and Option Payments for each period shall be due and payable prior to November 30, 2016 for the first Option Period, by December 31, 2016 for the second Option Period, by January 31, 2017 for the third Option Period and by February 28, 2017 for the fourth and final Option Period. 78PPD shall have the right to terminate this Agreement upon three (3) days written notice if any Option Payment is not made by Verdant prior to the expiration of the prior Option Period. Any Option Payment made by Verdant shall be paid directly to 78PPD, shall be non-refundable and shall NOT be credited toward the purchase price at the time of closing. If the closing has not occurred by the last day of the last Option Period (i.e. by March 31, 2017), this Agreement shall be automatically terminated unless extended as provided immediately below.

If Verdant has received the required approvals contemplated above prior to March 31, 2017), and if, but only if an appeal of the Decision by the Town of Randolph granting Verdant a Special Permit to operate the RMD has been initiated by a resident abutter or other interested party for purposes of challenging such Permit, Verdant may elect to further extend the closing date from month to month thereafter (the "Extension Period") upon payment of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month (the "Extension Payments") directly to 78PPD. Extension Payments shall be due in advance on or before the first day of each month and 78PPD shall have the right to terminate this Agreement upon three (3) days written notice if any Extension Payment is not made by Verdant in a timely manner. The Extension Period shall continue only so long as such appeal remains pending or until December 31, 2017, whichever is earlier. In no case shall Verdant have the right to extend the closing to beyond December 31, 2017 which is the end of the Extension Period and the last date upon which a closing can occur. Any Extension Payments made by Verdant shall be non-refundable and shall NOT be credited toward the purchase price.

If at any time prior to the actual closing date, Verdant shall receive notice of a final, non-appealable decision that it cannot or will not receive the necessary approvals to operate the RMD on the Premises, Verdant shall provide written notice of same to 78PPD within five (5) business days thereafter. Such

notification shall immediately terminate any agreement between the parties and permit 78PPD to return the property to active sale with no further obligation to Verdant.

4. Purchase and Sales Agreement

Within five (5) business days following the execution hereof, Verdant shall, through its counsel, prepare and deliver a Purchase and Sales Agreement reflecting the terms specified herein for review and approval by 78PPD. In addition to any specific terms contained herein, the said Agreement shall contain standard contingencies for transactions of this type but no financing or inspection contingencies. The Agreement shall allow that if Verdant, despite the use of reasonable efforts, is unable to obtain the approvals or permits necessary to operate a RMD on the Premises, it shall be entitled to the return of the Deposit (i.e. \$282,500.00) held by the escrow agent.

5. Condition of Premises

The Premises shall be delivered to Verdant at the time of the closing in the same condition as at the time of the execution hereof. The two (2) Trane chiller units shall be included in the sale of the Premises. Verdant shall be responsible to reinstall same after closing. Said units are included in "AS IS, WHERE IS" condition. Otherwise, the Premises shall be delivered vacant and free of all debris and any property and / or possessions of 78PPD. Verdant shall have the right of access to the Premises, in the presence of a representative of 78PPD, for purposes of survey and otherwise as may be necessary prior to closing. Verdant shall exercise this right at reasonable times and upon reasonable notice to 78PPD.

6. Brokerage

The parties agree that Conway Commercial is the broker of record involved in this transaction. No commissions will be paid or due on any deposit and no commission will be paid unless the transaction contemplated herein closes. 78PPD shall be responsible for payment of any commission due to Conway Commercial

7. Closing Costs

78PPD shall pay for property transfer and other customary taxes. 78PPD shall provide Verdant with a copy of its existing survey of the Premises. Verdant shall pay for the cost of any update to such survey which may be necessary to satisfy any lender requirements. 78PPD shall also provide Verdant with a copy of any report(s) in its possession evidencing the results of environmental testing performed on the Premises, together with copies of any floor plans and mechanical or engineering drawings relating to the Premises and the building thereon currently in its possession.

Verdant shall be responsible to pay the cost of its title insurance and any title endorsements it requires. The parties shall each be responsible for their respective legal fees.

8. Letter of Support

If necessary, 78PPD agrees to execute an updated "Letter of Support" to be drafted by Verdant and approved by 78PPD and submitted to state and/or local officials in connection with its efforts to establish a RMD on the Premises.

9. Confidentiality

The parties agree to keep confidential the terms and conditions governing this transaction. However, either party may disclose information relating to the transaction to its consultants, financing sources and to any other party germane to the successful closing of the transaction contemplated herein.

10. Survey

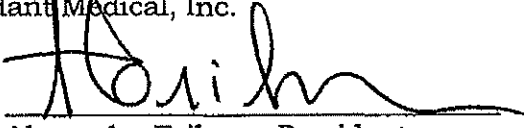
The parties agree to share equally the cost of a survey of the back lot line of the Premises in order to determine any encroachment by the road of the recently completed subdivision.

11. Time

Time is of the essence in the performance of all obligations under this agreement.

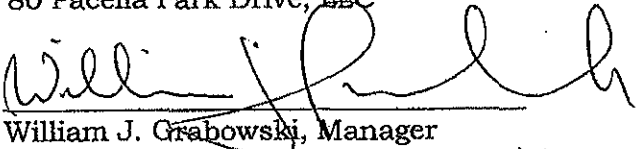
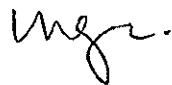
Please indicate your approval of the terms and conditions of this proposal by executing both copies of this document in the space provided below and by returning one of the copies to the undersigned.

Very truly yours,
Verdant Medical, Inc.

By: 
Alexander Eriksen, President

Accepted and agreed this 19th day of October, 2016.

78 - 80 Pacella Park Drive, LLC

By: 
William J. Grabowski, Manager




TOWN OF RANDOLPH
INC. 1793

Town of Randolph

Office of the
TOWN MANAGER

41 South Main Street
Randolph, Massachusetts 02368
Telephone (781) 961-0911
Fax (781) 961-0905
www.townofrandolph.com

David C. Murphy, Town Manager
dmurphy@randolph-ma.gov

December 1, 2016

Mr. Alexander Eriksen
Verdant Medical, Inc
109 State Street, Suite 404
Boston, MA 02109

Dear Mr. Eriksen:

I, David Murphy in my capacity as Town Manager, do hereby provide non-opposition to Verdant Medical, Inc. to operate a Registered Marijuana Dispensary in Randolph.

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

Thank you.

Sincerely,

David Murphy
Town Manager