

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, 11<sup>th</sup> Floor, Boston, MA 02111

1

SITING PROFILE:

**Request for a Certificate of Registration to** 

**Operate a Registered Marijuana Dispensary** 

MARYLOU SUDDERS Secretary

MONICA BHAREL, MD, MPH Commissioner

Tel: 617-660-5370

www.mass.gov/medicalmariluana

### **INSTRUCTIONS**

This application form is to be completed by a non-profit corporation or domestic business 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 ("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 <sup>1</sup>/<sub>2</sub>" x 11" paper, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

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Applicant Corporation Garden Remedies, Incorporated

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, 11<sup>th</sup> 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: <u>www.mass.gov/medicalmarijuana</u>.

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.



Application \_2\_of \_3\_

Applicant Corporation Garden Remedies, Incorporated

#### 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 <u>RMDapplication@state.ma.us</u>.

### 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)

 $\square$  Letter(s) of support or non-opposition (as outlined in Section C)

# SECTION A: APPLICANT INFORMATION

Garden Remedies, Incorporated

Legal name of Applicant Corporation

697 Washington Street Newton, Ma. 02458

2.

1.

Mailing address of Applicant Corporation (Street, City/Town, Zip Code)

3.

Applicant Corporation's point of contact (name of person Department should contact regarding this application)

4.

Point of contact's telephone number

5.

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.

<u>Attach</u> 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	732 Newburyport Turnpike, Melrosc, MA. 02176	Middlesex
2	Cultivation	307 Airport Road, Fitchburg, MaA.	Worcester
3	Processing	307 Airport Road, Fitchburg MA. 01420	Worcester

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

February 2, 2018

VIA E-MAIL rpaster@prclawoffice.com

Richard D. Paster, Esq. PASTER, RICE & CASTLEMAN, LLC 24 Adams Street Quincy, MA 02169

### RE: 732 Newburyport Turnpike, Melrose

Dear Attorney Paster:

On behalf of our client Garden Remedies, Inc. (GRI"), I am submitting this Letter of Intent("LOI") to lease commercial space at your client's building located at 732 Newburyport Turnpike in Melrose, Massachusetts.

1. Tenant:	Garden Remedies, Inc., a Massachusetts non-profit corporation with a principal office at 697 Washington Street, Newton, MA 02458.
2. Landlord:	JK, LLC. Kathleen A. Rotondi, Manager 732 Newburyport Turnpike Melrose, MA 02176
3. Premises:	Approximately 5,000 square feet of ground floor retail space and twenty four (24) exterior parking spaces located at 732 Newburyport Turnpike, Melrose, Massachusetts, 02176. ( <i>Please provide premises and site plan.</i> )
4. Permitted Use:	As retail and office space licensed by the Commonwealth of Massachusetts as a Registered Marijuana Dispensary (RMD) and permitted by the City of Melrose for medical marijuana sales and as may constitute future permitted conversion to recreational/adult use.
5. Term:	Ten (10) years

# APPLICATION 2 OF 3 Section B

# GARDEN REMEDIES, I NC

6. Rent:	Base Rent Years 1-2: \$500,000.00 per year (\$41,666 per month) triple net with annual increases of 2% per year in years 3 through 10. If the City of Melrose and the Commonwealth of Massachusetts permit GRI to sell adult use (non-medical) marijuana at the Premises, Base Rent shall increase by \$300,000 per year which shall also be subject to 2% annual increases.
7. Type of Lease:	Triple Net Lease which shall include Real Estate Taxes for tenant's share, provided however to the extent the assessment on the building containing the premises is increased resulting in whole or in part from Tenant's improvements to the premises or the rent under the Lease, Tenant shall pay 100% of the increase in Real Estate Tax resulting therefrom. Tenant shall also pay for its share of the master building and property insurance including any and all insurance which may be specific to the operation of a RMD including any additional cost to the master building and property insurance occasioned by the tenant's operations which increase shall be fully paid by the Tenant. Tenant shall maintain the common areas including the exterior surface of the parking area(s), sidewalks on private property, and fencing surrounding the property. Tenant shall be responsible for the removal of ice and snow.
8. Options to Renew:	Upon twelve (12) months written notice to Landlord, Tenant shall have two (2) five (5) year options to renew.
9. Option(s) Rent:	Base Rent in the first year of each option period shall be 102% of the Base rent in place during the final year of the preceding term. 2% annual increases thereafter.
10. Rent Commencement:	Base Rent shall commence upon the delivery of the space to Tenant in the condition required herein.
11. Permitting:	Tenant shall be responsible at its expense for all approvals to construct its build out of the demised premises and conduct its business on the site. Approvals shall include all zoning approvals, special or building permit(s), and any and all licenses and other approvals that may be required by the City of Melrose and the Commonwealth of Massachusetts.
12. Deposit (LOI):	Upon execution of mutually-agreeable Letter of Intent, Tenant shall submit a non-refundable deposit of \$50,000.00 (the "LOI Deposit") to the Landlord to be held in escrow by Landlord's

	counsel in his non-interest bearing IOLTA Bank Account, provided however, if Landlord terminates this LOI because it is not satisfied with Tenant's financials, Landlord shall return the LOI Deposit to Tenant. The Tenant agrees that the deposit is a reasonable forecast of Landlord's losses which would result if the Tenant were not to enter into a Lease of the premises, which losses could result from Landlord's inability to re-let the premises under the same terms due to any number of presently undetermined factors. Upon receipt of the deposit by Landlord's attorney, Landlord shall cease any dialogue or negotiation with any other party to site an RMD at the Premises as long as Tenant is diligently pursuing all necessary approvals to operate a RMD on the premises, and Tenant shall cease any dialogue or negotiation with any other party to site an RMD in the City of Melrose.
13. Security Deposit (Lease):	Three months' rent or \$125,000 as calculated upon first year's Base Rent.
14. Permitting Contingency:	Upon execution of this LOI and a mutually agreeable Lease containing the terms of this LOI, Tenant shall have the right to apply to the City of Melrose and Commonwealth of Massachusetts for all required approvals, permits and licenses to build and operate an RMD at the premises. Landlord shall reasonably assist Tenant with any documentation required for permitting provided there is no expense to Landlord.
	Tenant shall have four (4) months from Lease execution to secure all necessary permits and approvals for its use. Should the Tenant be unsuccessful in obtaining all permits required from the City of Melrose for the RMD use at this location within the four (4) month permitting period, Tenant may terminate the Lease, in which case Landlord shall retain the \$50,000 LOI Deposit together with 50% of the monthly Base Rent (\$20,833.33) paid by Tenant, and the balance of the Base Rent and the Security Deposit shall be reimbursed to the Tenant.
	However, provided Tenant has diligently and continuously pursues such permits, approvals or licenses from the City of Melrose to build and operate the RMD at the premises, Tenant may request not more than two (2) additional two (2) month extension periods. In the event Tenant exercises either or both of these extension periods, and Tenant is unsuccessful in

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Section B

GARDEN REMEDES, INC

obtaining all permits required from the City of Melrose for the RMD use at this location within such extension periods, Tenant may terminate the Lease, in which case Landlord shall retain 50% of the monthly Base Rent paid by Tenant during such extensions together with the \$50,000 LOI Deposit, and return the Security Deposit to Tenant.

15. Host Agreement Contingency: Execution of the Lease shall be contingent on Tenant's receipt of a Community Host Agreement, executed by the City of Melrose, in the form submitted to Tenant by the City of Melrose on January 9, 2018.

- 16. Hazardous Materials: Landlord shall provide to Tenant copies of existing environmental site condition report(s) related to the premises.
- 17. Landlord Delivery: Except where specifically described below under "Parking Area" and "Utility Services", Landlord shall deliver the interior premises in there as-is condition excluding all personal property belonging to the current tenant of the premises.
- 18. Tenant Work: Tenant is responsible for building out its space and any improvements to the premises required for its use. All plans and specifications shall be subject to the Landlord's review and approval. Such approval shall not be unreasonably withheld.
- 19. Parking Area:
   Within six (6) weeks of the Delivery Date, the Landlord shall deliver the "parking area" repaved and striped for not fewer than twenty-four (24) spaces, including a minimum of two (2) ADA-compliant spaces adjacent to the proposed front door of the space.
- 20. Utility Services: Landlord shall, at its expense, deliver to the premises and separately meter or sub-meter all electrical, gas, domestic water and sewer services, subject to mutually agreed upon plans and locations. Tenant shall be responsible for payment of all utility consumption charges for its use at the location for the duration of the Lease including option periods.
- 21. Tenant Signage: Tenant will be allowed to install its branded signage for the RMD space on the building or in the adjacent parking area -, including a "pylon" sign - subject Landlord's review and municipal review, approval and permits. Landlord's approval shall not be unreasonably withheld.

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GARDEN REMEDIES, INC

22. Maintenance & Repairs:	Tenant shall maintain the Premises in good repair and condition, including the windows and doors. Landlord shall be responsible for the exterior structure of the building, including the roof, and exterior walls, utility connections from the building to the street, exterior surface of the building, façade and systems serving the building in which the premises are located, provided however, Tenant shall be responsible for repair and replacement of systems installed by Tenant. Tenant shall maintain the walkways, driveway and parking areas in good repair and condition and provide adequate outdoor lighting, and Tenant shall be responsible for the removal of ice and snow from the walkways and parking area serving the demised premises.
23. Confidentiality:	Tenant and Landlord, as well as Brokers, Agents, and all other parties involved, will keep all information related to this proposal and any lease negotiation confidential. In connection with the execution of the lease, Landlord shall execute a separate non-disclosure agreement in form reasonably acceptable to both Landlord and Tenant.
24. Brokerage:	Parties acknowledge that Landlord owes no compensation to Tenant's broker or to any other broker for this transaction. Tenant warrants that it has not dealt with any broker or any other person in connection with the lease of said premises other than Peter Gori of Newmark Knight Frank and agrees to hold the Landlord harmless and indemnified from any loss, cost, damage and expense, including reasonable attorney's fees, for a commission or finder's fee as a result of the falseness of this representation.
25. Lender Approval:	Landlord shall present concurrent with Lease execution written representation from its Lender(s) on the premises that the Lease between the parties is acceptable to Lender and shall agree to a non-disturbance and attornment agreement with Tenant.

The purpose of this document is to memorialize certain business points. The parties mutually acknowledge that this LOI does not contain all material terms and that they, therefore, contemplate the drafting and execution of a more detailed and mutually acceptable Lease Agreement (the "Lease"); which however, shall include the terms of this LOI. The parties intend to be bound only by the execution of such Lease and not by this LOI (excepting paragraphs 12, 15, 23 and 24, said paragraphs being binding whether or not a Lease is signed; and Landlord and Tenant agree to be bound to use good faith efforts to negotiate a lease based on the above terms).

The Lease is to be fully executed and received by the parties hereto no later than thirty (30) days from and after the Tenants' execution of a Host Community Agreement with the City of Melrose, which shall then become the Agreement of the parties; if after good faith negotiations the parties are unable to reach a meeting of the minds as to the terms of the Lease, then all deposits not otherwise retained by the Seller pursuant to the terms of this LOI are to be returned to the Tenant forthwith and this LOI shall become null and void and without recourse to the parties hereto.

SECTION B

GREDEN REMEDIES, INC

Upon receipt of a signed Non-Disclosure Agreement in a form acceptable to the parties, the Tenant shall provide the Landlord with the following financial information: Financial Statements and Federal and State Income tax returns for the three prior fiscal year ends, Balance Sheet, Income Statements and Cash Flow for the fiscal years 2018, 2019, 2020, 2021 and 2022, private placement memorandum for the potential capital raise and any and all financing and debt arrangements. If the Landlord is not satisfied with the Tenant's financial information, Landlord shall have the right to terminate this LOI by providing written notice to the Tenant at which time this LOI shall terminate and with the exception of those terms that survive such termination, this LOI shall have no further force or effect.

We look forward to your response.

Warm Regards,

Charles E. Gill, Jr. Attorney for Garden Remedies, Inc.



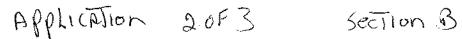
AGREED AND ACCEPTED:

JK, LLC, Landlord Date:

By:

Kathleen Rotondi, Manager

GARDEN REMEDIES, INC, Tenant Date: <u>2-1-1</u>8



GARDEN REMEDES, J.N.

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AGREED AND ACCEPTED:

JK, LLC, Landlord

Date: 2-1-18

By: Kathlup Rotex de

Kathleen Rotondi, Manager

GARDEN REMEDIES, INC, Tenant

Date: \_\_\_\_

# 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

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



CITY OF MELROSE

GAIL M. INFURNA Mayor

#### **OFFICE OF THE MAYOR**

City Hall, 562 Main Street Melrose, Massachusetts 02176 Telephone - (781) 979-4440 Fax - (781) 662-2182

February 7, 2018

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

#### Re: Garden Remedies, Inc. (Letter of Support/Non-Opposition)

Dear Sir or Madam:

I, Gail M. Infurna, Mayor of the City of Melrose, do hereby provide support/nonopposition to Garden Remedies, Inc. to operate a Registered Marijuana Dispensary ("RMD") in the City of Melrose.

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.

Very truly yours,

Gail M. Infurna

# 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.

Garden Remedies, Inc. (GRI) met with the Medical Marijuana Advisory Committee in Melrose, established by Major Robert Dolan. The committee included Robert Van Campen, Esg., Melrose Solicitor; Denise Gaffey, Melrose City Planner; Michael Lindstrom, Assistant to the Mayor; Chief Michael Lyle, Melrose Chief of Police; Maureen Busby, Melrose Board of Health Representative. GRI was awarded permission for the proposed location of 732 Newburyport Tumpike, Melrose 02176. 732 Newburyport Tumpike is in the BB (Extensive Business) Zoning District. This location is in a zoning district that will allow use of a Registered Marijuana Dispensary pursuant to local permitting, Section 235-73.3 Registered Marijuana Dispensaries require approval of a Special Permit from the Melrose Planning Board as the Special permit Granting Authority. GRI recieved a letter of non-opposition from Mayor Infurna on February 7, 2018

Director of Opertions and Compliance with the assistance of Senior Management will be responsible for compliance with local codes, ordinances, and by-laws for all locations operated by GRI.

### 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: 7/31/2018

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS 2018	SECOND FULL FISCAL YEAR PROJECTIONS 2019	THIRD FULL FISCAL YEAR PROJECTIONS
Projected Revenue	\$ 13,184,558	\$ 14,762,699	\$ 14,762,699
Projected Expenses	\$ 12,034,015	\$ 12,866,018	\$ 12,866,018
VARIANCE:	\$ 1,150,542	\$ 1,896,681	\$ 1,896,681
Number of unique patients for the year	2,293	2,580	2,580
Number of patient visits for the year	11089	12384	12384
Projected % of patient growth rate annually		113	113
Estimated purchased ounces per visit	0.25	0.25	0.25
Estimated cost per ounce	\$117	\$108	\$108
Total FTEs in staffing	48	48	48
Total marijuana for medical use inventory for the year (in lbs.)	1,720	1.935	1,935
Total marijuana for medical use sold for the year (in lbs)	1,570	1,785	1.785
Total marijuana for medical use left for roll over (in lbs.)	150	150	150

### Projected date the RMD plans to open: Click here to enter a date.

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

# 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(B)(3)(m) and in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

Signed under the pains and penaltics of perjury, I, the authorized signatory for the Applicant, 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.

<u>2/26/2018</u> Date Signed

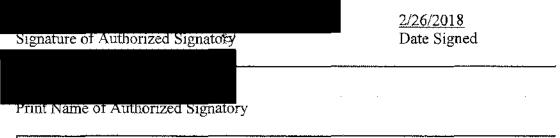
Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here.

Application  $\_2_{of} \_3_{}$ 

Applicant Corporation Garden Remedies, Incorporated

### ATTESTATIONS

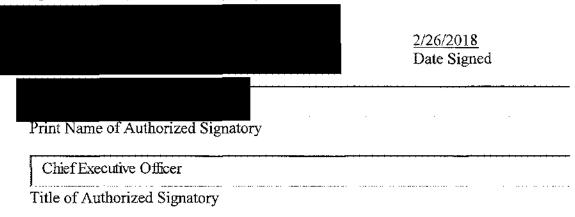
Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented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



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*.



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

Application \_\_2\_of \_\_3\_

Applicant Corporation Garden Remedies, Incorporated

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.

	<u>2/26/2018</u> Date Signed

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory