



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 of for a Certificate of Registration to
Operate a Registered Marijuana Dispensary**

MA Dept. of Public Health
99 Chauncy Street
Boston, MA 02111
MAY 13 2016
RECEIVED

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 have one year from the date of the submission of the *Management and Operations Profile* to receive a Provisional Certificate of Registration. If an applicant does not receive a Provisional of Certificate of Registration after one year, the applicant must submit a new *Application of Intent* and 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 

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)

Information on this page has been reviewed by the applicant, and where provided [REDACTED] nt,
is accurate and complete, as indicated by the initials of the authorized signatory he [REDACTED]

SECTION A: APPLICANT INFORMATION

1. GTI - Massachusetts NP Corporation
Legal name of Corporation
[REDACTED]
2. _____
Name of Corporation's Chief Executive Officer
3. [REDACTED]
Address of Corporation (Street, City/Town, Zip Code)
4. [REDACTED]
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
5. [REDACTED]
Applicant point of contact's telephone number
6. [REDACTED]
Applicant point of contact's e-mail address
7. Number of applications: How many *Siting Profiles* do you intend to submit? 2

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: PK

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	169 Meadow Street, Amherst, MA 01002	Hampshire
2	Cultivation	203 Circuit Avenue, West Springfield, MA 01089	Hampden
3	Processing	203 Circuit Avenue, West Springfield, MA 01089	Hampden

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, is accurate and complete, as indicated by the initials of the authorized signatory [REDACTED]

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.

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

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: [REDACTED]

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.

GTI's retail RMD is located at 169 Meadow Street in Amherst, MA ("Town") in the Light Industrial District. Pursuant to the Town's Bylaws, a retail RMD is allowed in the Light Industrial District upon receipt of a special permit. GTI's retail RMD location complies with all of the Town's codes, ordinances, and Bylaws. In addition to completing the special permit process, GTI will remain compliant with Section 3.360.41 of the Town's Bylaws and will abide by any additional conditions and regulations imposed by the Town.

GTI's cultivation/processing RMD is located at 203 Circuit Avenue, West Springfield, MA ("City") in the Industrial ("I") Zoning District. Pursuant to the City's Bylaws, a RMD is a permissible use in the I District upon receipt of a special permit. GTI's cultivation/processing RMD complies with all of the City's codes, ordinances, and Bylaws. In addition to completing the special permit process, GTI will remain compliant with Section 8.8 of the City's Bylaws and will abide by any additional conditions and regulations imposed by the City.

GTI is diligent in regard to staying current on all applicable local codes, ordinances, and bylaws and will remain in contact with local officials to ensure continued compliance.

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

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: 01/01/2016

	FIRST FULL FISCAL YEAR PROJECTIONS 20 16	SECOND FULL FISCAL YEAR PROJECTIONS 20 17	THIRD FULL FISCAL YEAR PROJECTIONS 20 18
Projected Revenue	\$ 0.00	\$ 4,765,600.00	\$ 9,646,200.00
Projected Expenses	\$ 479,000.00	\$ 4,734,187.00	\$ 8,639,040.00
VARIANCE:	\$ -479,000.00	\$ 31,413.00	\$ 1,007,160.00
Number of unique patients for the year	0	662	1,475
Number of patient visits for the year	0	17,221	38,343
Projected % of patient growth rate annually	---	N/A	122.9%
Estimated purchased ounces per visit	0	0.7	0.7
Estimated cost per ounce	N/A	\$344	\$313
Total FTEs in staffing	10	28	39
Total marijuana for medical use inventory for the year (in lbs.)	0	801	1,845
Total marijuana for medical use sold for the year (in lbs)	0	754	1,678
Total marijuana for medical use left for roll over (in lbs.)	0	47	167

Projected date the RMD plans to open: 05/01/2017

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

**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

Signature of Authorized Signatory

04/19/2016

Date Signed

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

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 04/19/2016
Date Signed


 Print Name of Authorized Signatory
 Chief Executive Officer

 Title of Authorized Signatory


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 ~~Siting Profile~~ *Siting Profile* and a *Siting Profile*.




 Signature of Authorized Signatory 04/19/2016
Date Signed


 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 .


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.



Signature of Authorized Signatory

04/19/2016
Date Signed


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, is accurate and complete, as indicated by the initials of the authorized signatory  ant,



March 7, 2016



RE: 169 Meadow Street, Amherst
Binding Letter of Agreement



Please allow this letter to serve as a Binding Letter of Agreement by and between Czajkowski Farms, or its assignee, ("Czajkowski") and GTI-Massachusetts NP Corp. ("GTI") relative to the land, buildings and improvements located at 169 Meadow Street in Amherst ("Premises"). In consideration paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Czajkowski is owner of the Premises, as evidenced by a Deed recorded in the Hampshire County Registry of Deeds at Book 12214, Page 212 and Czajkowski shall, in good faith, negotiate for and enter into a Lease Agreement with GTI substantially in accordance with the terms outlined below.

1. Rent. GTI shall pay to Czajkowski the monthly sum of Five Thousand and 00/100 (\$5,000.00) Dollars; said amount is inclusive of taxes.
2. Initial Term. Three (3) years, six months.
3. Renewal Terms: Provided GTI is not in default, it shall have the right to renew its lease for two (2), five (5) year terms at the amounts of \$5,500 per month, inclusive of taxes, for the first extension term, and \$5,750 per month, inclusive of taxes, for the second extension term.
4. Lease Commencement Date: On or before September 1, 2016.

5. Deposit: A non-refundable deposit in the amount of Twenty-Five Thousand and 00/100 (\$25,000.00), representing the binding nature of this Agreement and the exclusive option to lease the Premises from the date hereof until execution of such a lease on or before September 1, 2016. Should any contingency identified in Paragraph 9 hereof not be satisfied, or waived, by GTI, then GTI, in its sole discretion, may either pay \$5,000 per month for the exclusive option to lease, or enter into a month-to-month lease for \$5,000 per month, which both shall be binding until a Lease as contemplated herein is executed, or a contingency is exercised.

6. Additional Rent: GTI will be responsible for all other operating expenses associated with the Premises, including without limitation: maintenance, insurance (inclusive of flood insurance), and utilities upon occupancy.

7. Option to Purchase: During the Initial Term or any Renewal Term, provided GTI is not in default, it shall have the right to purchase the property for Four Hundred Ten Thousand and 00/100 (\$410,000.00) Dollars.

8. Improvements: GTI, with Czajkowski's prior written permission, which shall not be unreasonably delayed, withheld, or conditioned, and at GTI's sole cost and expense, shall have the right to make improvements to the Premises, provided such improvements are in accordance with local building and zoning laws. Czajkowski shall cooperate with GTI and shall execute any documents reasonably required by the Commonwealth of Massachusetts or Town of Amherst to make or further application for or approval of the intended use of the Premises.

9. Conditions. GTI's execution of a Lease for the Premises, on the terms and conditions outlined in this Agreement, is specifically contingent upon the following:

- i. Seller holding good, clear record, marketable and insurable title in and to the Premises;
- ii. Seller having the authority to enter into the Lease;
- iii. GTI obtaining, on or before the 366th day after execution of this agreement, which may be extended by a writing signed by both parties, all necessary, appropriate, and required state and local licenses, permits, and approvals to operate an Off-Site Medical Marijuana Dispensary (OSMMD) -- as that term is defined in the Town of Amherst Zoning Bylaws -- at the Premises, which it shall endeavor expeditiously to obtain, and which shall not be unreasonably conditioned, in GTI's sole and exclusive discretion,

- iv. Czajkowski shall deliver, at its sole cost and expense, the Premises, including the buildings and improvements thereon, in as-is, but broom clean condition, without materials or conditions that may cause environmental liability.

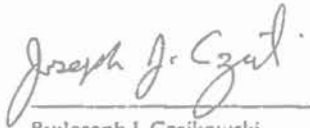
10. Broker: CBRE-NE is the sole broker in this transaction and will be compensated by Czajkowski pursuant to a separate agreement. CBRE-NE represents GTI and will receive a full fee from Czajkowski per a separate agreement.

11. Access Retention: Czajkowski shall retain a right-of-way across the Premises from Meadow Street for access to adjacent farmland (shown on the Town of Amherst's Assessor's Map at Parcel 5A-133), with such access to be laid out and determined by the Parties and shall not interfere with the intended use of the Premises. Any change to the existing right-of-way will require Czajkowski's approval, which shall not be unreasonably withheld, delayed, or conditioned, and shall be completed at GTI's sole cost and expense, as if GTI were the servient estate.

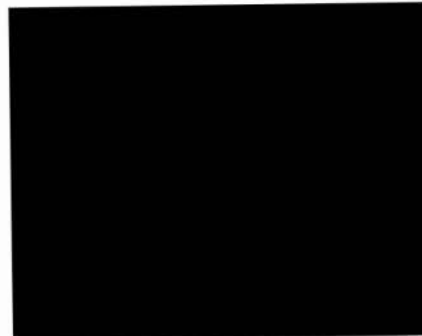
This is a Binding Agreement, to be construed in accordance with and enforced under the laws of the Commonwealth of Massachusetts, may be executed in multiple counterparts and/or by electronic signatures/electronically transmitted signatures, with each counterpart and signature, taken individually or together, to be an original and to, when combined, sufficiently bind both parties to this Agreement. Modification of this Agreement must be in a writing signed by both parties.

Agreed to and Accepted By:

Czajkowski Farms



By: Joseph J. Czajkowski
Duly Authorized



BINDING LETTER OF INTENT /OPTION TO LEASE

May 6, 2016

Mr. Robert Kushner
U-NAME-IT SELF STORAGE, LLC
203 Circuit Avenue
West Springfield, MA 01089

RE: BINDING LETTER OF INTENT TO LEASE 203 CIRCUIT AVENUE, WEST SPRINGFIELD, MA

Dear Bob:

This Binding Letter of Intent ("LOI") is for the leasing of the grounds located at 203 Circuit Avenue, West Springfield, MA.

LANDLORD: U-Name-It Self Storage, LLC

TENANT: GTI-Massachusetts NP Corporation

USE: Off-Site Medical Marijuana Dispensary ("OMMD"). For purposes of this Agreement Off-Site Medical Marijuana Dispensary shall be defined as growing of medical marijuana and dispensing to entities owned or affiliated with Tenant. The use shall not include the supply or sale of medical marijuana to third parties or the public. The Tenant at all times will operate the Leased Premises and its business in compliance with all laws and regulations.

EXCLUSIVE USE: Tenant shall have the exclusive use for an OMMD.

PREMISES: The property including 10,000 Square feet ± at 203 Circuit Avenue, West Springfield, MA (the "Premises") see attached plan.

TERM OF LEASE: 15 year initial term with two (2) five (5) year options to extend.

OPTION PERIOD: For a period of 9 (nine) months following full execution of this LOI (the "Option Period"), Tenant shall have the exclusive right and option to lease the Premises from the Landlord (the "Option"). Such Option shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period. Payments during the Option Period shall be \$4,200 per month. Failure to pay any option payment shall terminate this option at U-Name-It Self Storage, LLC.

OPTION EXTENSION: Upon conclusion of the Option Period, Tenant will have the ability to extend the Option on a month-by-month basis for up to three months ("Extension Period") by paying the Landlord \$4,200 per month for the duration of the Extension Period or until Tenant either (1) exercises the Option at which point the Parties will enter into a lease; or (2) terminates this LOI by providing written notice to the Landlord. Tenant shall have the exclusive right and option to Lease the Premises during the Extension Period.

TERMINATION: This LOI may be terminated by Tenant at any time upon 30 day written notice to Landlord given during the Option Period or Extension Period. Option payment to be prorated accordingly.

LEASE: Upon Tenant's exercise of the Option in accordance with the terms herein contained, Landlord and Tenant shall execute a lease agreement to be prepared by the Landlord, containing all of the terms and conditions set forth in this LOI and such other customary and reasonable terms and conditions (the "Lease").

RENT: If the Option is exercised by Tenant, the Lease Agreement shall provide for rent to be paid by Tenant to Landlord at the rate of \$4200.00 per month for the first year of the Lease for the rented Premises. Commencing in the second year and every year thereafter during the Lease Term or any extended Term the yearly rent will increase by the increase in the Consumer Price Index for the prior year multiplied by the prior year's rent.

CONDITION: "As Is". Landlord at its sole cost and expense shall deliver the building broom clean and without any materials or conditions that may cause any environmental liability.

TRIPLE NET CHARGES: Landlord shall be responsible for all Real Estate Taxes assessed as of fiscal year 2017 against the Premises and CAM for the Terms of the Lease, as applicable. Tenant shall be responsible to pay as additional rent 1/26 of any increase taxes over fiscal year 2017. If applicable, Tenant shall be responsible during the Term of the Lease for maintaining all necessary insurance, naming Landlord as an additional insured.

UTILITIES: Tenant shall be responsible for all utilities supplied to and consumed upon the Premises during the Term of the Lease including electricity, gas and water and sewer which are separately metered to the Premises. Landlord agrees at its expense to install a separate water meter for the Leased Premises between the time optionee exercises its option to lease the Premises and Tenant moving into the Premises.

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 the Tenant at the Premises; or (c) any subsidiary or affiliate of Tenant. Any other assignment or sublease will require the prior written consent of the Landlord, which shall not be unreasonably withheld, delayed, nor conditioned.

ACCESS: During the Option Period or Extension Period, and prior to the commencement of the Lease Term, Tenant shall be permitted reasonable access to the Premises, but only when accompanied by the Landlord or Landlord's agent, for the purposes of planning the layout of the space; measuring the premises; preparing architectural drawings and security layout of the Premises.

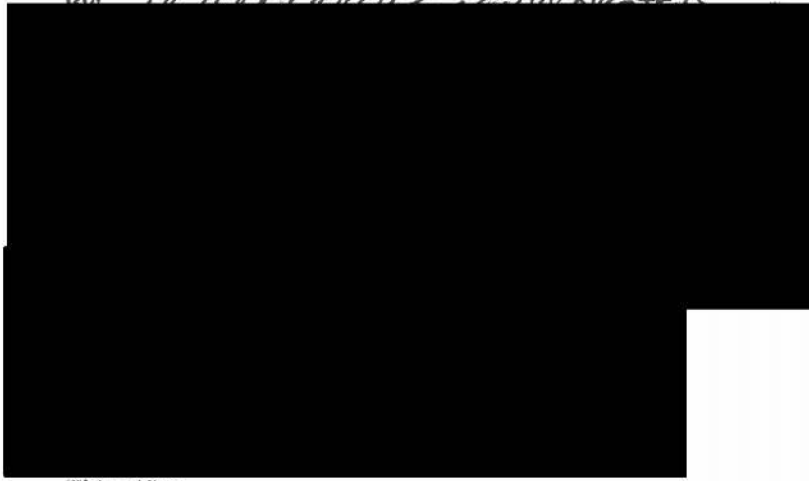
- SIGNAGE:** Exterior signage will be permitted with proper permits issued by the Town to Tenant at Tenant's sole costs and expense during the Term of the Lease subject only to applicable laws. Landlord shall be responsible for the removal of any unwanted existing signage.
- SECURITY DEPOSIT:** Two (2) months security deposit.
- BROKERAGE:** CBRE-NE is the sole broker in this transaction and will be compensated by the Tenant pursuant to a separate agreement.
- TERMS OF AGREEMENT:** Landlord and Tenant hereby agree that this LOI shall be binding between the parties. Landlord and Tenant shall use good faith and due diligence to enter into the Lease promptly upon Tenant's exercise of the Option. It is understood that the Tenant needs final approval from the Massachusetts Department of Public Health and the [Municipality] before the Tenant is able to begin renovations and enter into the Lease agreement. Landlord and Tenant hereby agree to enter into a lease within sixty (60) days following Tenant's exercise of the Option. The terms of this LOI shall govern until the Lease is executed. Tenant understands that Landlord is currently in process of getting approvals from the Town of West Springfield and the Commonwealth of Massachusetts to obtain the necessary permits to install a fluid containment system in the building at 203 Circuit Avenue in order to be allowed to store motor vehicles inside 203 Circuit Avenue and that Tenant's permits may not issue until such approvals are granted.
- IMPROVEMENTS:** Tenant will bear the cost of all improvements to the property.
- FURNISHING OF DOCUMENTS:** Upon request, Landlord will supply Tenant with any documents in his possession to help in the approval process including signatures as required for approvals involving the property.
- EXCLUSIVITY:** For the consideration paid pursuant to this LOI, Landlord will not offer this property for lease to anyone other than the Tenant during any Period referenced in this LOI.
- CONFIDENTIALITY:** The parties agree that the information set forth herein is intended to be private and confidential between the parties executing this Binding Letter of Intent 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 Binding Letter of Intent 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.

If the terms and conditions are acceptable, please execute this Lease Proposal in the space provided below and return a copy by **May 6, 2016**.

Best Regards,

AGREED & ACCEPTED: (U-NAME) IT SELF STORAGE, LLC

By:  *[Signature]*



Title: CEO

Date: May 6th, 2016

Town of*Amherst* Massachusetts

OFFICE OF THE SELECT BOARD

Select Board
Town Hall
4 Boltwood Avenue
Amherst, MA 01002-2351

Phone: (413) 259-3001
Fax: (413) 259-2405
selectboard@amherstma.gov
www.amherstma.gov

March 22, 2016

Thomas R. Reidy, Esquire
Bacon Wilson Attorneys At Law
6 South East Street
Amherst, MA 01002

RE: GTI-Massachusetts NP Corporation
169 Meadow Street, Amherst, MA

Dear Attorney Reidy:

The Amherst Select Board does hereby provide support to GTI-Massachusetts NP Corporation to operate a Medical Marijuana Dispensary in the Town of Amherst.

I have been authorized to provide this letter on behalf of the Amherst Select Board by a vote taken at a duly noticed meeting held on March 21, 2016.

The Select Board has verified with the appropriate local officials that the proposed MMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Sincerely,

Alisa V. Brewer
Select Board Chair

Town of West Springfield
Office of the Mayor

J. Edward Christian
Municipal Office Building
26 Central Street, Suite 23
West Springfield, MA 01089-2785



Tel: (413) 263-3041
Fax: (413) 746-5592
esullivan@West-Springfield.ma.us

Edward C. Sullivan
Mayor

May 12, 2016

GTI Massachusetts NP Corporation
c/o Thomas R. Reidy, Esq.
Bacon Wilson, P.C.
6 South East Street
Amherst, MA 01002

RE: GTI Massachusetts NP Corporation
Circuit Avenue, West Springfield

Dear Attorney Reidy,

I, William Reichelt, do hereby provide non-opposition to GTI Massachusetts NP Corporation to operate a Registered Marijuana Dispensary ("RMD") in West Springfield, Massachusetts.

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,

William Reichelt
Mayor of West Springfield

Cc: File