

GREEN
DISPENSARY

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

January 3, 2018

To Whom it May Concern,

Attached please find the Green Life Dispensary, Inc. ("GLD") Siting Profile and supporting documents for Application 1 of 1.

Our Co-Located RMD will be located at 19 Wemelco Way in Easthampton in an approximately 16,712 stand-alone building. We have entered into a lease agreement for the entire facility and will not share any space with any other entity or tenant.

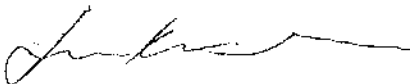
Upon receipt of a Provisional Certificate of Registration, we will immediately submit an application for Site Plan Review from the Easthampton Planning Board.

Along with our completed Siting Profile we included several attachments that may help you in your review of the application.

- | | |
|---------------|------------------------------------------------------------------------------|
| Attachment 1. | Lease Agreement for 19 Wemelco Way, Easthampton |
| Attachment 2. | Letter of Non-Opposition from Easthampton Mayor, Karen Cadieux |
| Attachment 3. | Easthampton Zoning Ordinance Section 10.9- Medical Marijuana |
| Attachment 4. | Easthampton Zoning Ordinance Table 5.1- Easthampton Table of Use Regulations |

In questions C12 and C14 of our Management and Operations Profile, we identified a proposed agreement with Smart Green, Inc. The agreement has been executed and we have included the agreement, along with an independent legal opinion from Attorney Jennifer Crawford from the law firm Smith, Costello and Crawford, showing that the agreement is in compliance with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.

Regards,



Leakhena Som
Green Life Dispensary, Inc.
Leakhenkasom@gmail.com
413-977-8757

RECEIVED
JAN 15 2018
DEPARTMENT OF PUBLIC HEALTH
MEDICAL USE OF MARIJUANA PROGRAM

JAN 15 2018

RECEIVED



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

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370

www.mass.gov/medicalmarijuana

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 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 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.

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: KK

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)

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: KK

SECTION A: APPLICANT INFORMATION

1. Green Life Dispensary
Legal name of Applicant Corporation

2. 170 Pomeroy Meadow Road, Southampton, MA 01073
Mailing address of Applicant Corporation (Street, City/Town, Zip Code)

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

4. (419) 977-8757
Point of contact's telephone number

5. leakhenakasom@gmail.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	19 Wemelco Way Easthampton Ma, 01027	Hampshire
2	Cultivation	19 Wemelco Way Easthampton Ma, 01027	Hampshire
3	Processing	19 Wemelco Way Easthampton Ma, 01027	Hampshire

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: KK

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.

The Green Life Dispensary, Inc. ("GLD") proposed co-located RMD is located at 19 Wemelco Way in Easthampton in the (I) Industrial Zoning District. In accordance with the Easthampton Zoning Ordinance Section 10.9 and Table 5.1 of Section 5 (attached), RMD's are allowed in the (I) Industrial zoning district with Site Plan Approval from the Planning Board.

The GLD team has engaged Easthampton City leaders regarding our proposed RMD and have received a Letter of Non-Opposition from the Mayor. Our CEO and legal counsel will ensure that all zoning requirements are met and that GLD will remain in compliance with all local codes, ordinances, and bylaws.

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: 07/01/2019

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS <u>2019</u>	SECOND FULL FISCAL YEAR PROJECTIONS <u>2020</u>	THIRD FULL FISCAL YEAR PROJECTIONS <u>2021</u>
Projected Revenue	\$ 1,377,500.00	\$ 1,583,400.00	\$ 1,896,800.00
Projected Expenses	\$ 2,140,000.00	\$ 1,865,000.00	\$ 1,600,000.00
VARIANCE:	\$ 762,500.00	\$ 281,600.00	\$ 296,800.00
Number of unique patients for the year	650	813	976
Number of patient visits for the year	15,600	19,512	23,424
Projected % of patient growth rate annually	---	25.0	20.0
Estimated purchased ounces per visit	0.25	0.25	0.25
Estimated cost per ounce	\$ 325.00	\$ 300.00	\$ 300.00
Total FTEs in staffing	40	50	55
Total marijuana for medical use inventory for the year (in lbs.)	265	350	410
Total marijuana for medical use sold for the year (in lbs)	244	305	366
Total marijuana for medical use left for roll over (in lbs.)	21	45	44

Projected date the RMD plans to open: 07/01/2018


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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(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 penalties 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.

	Kot Kasom	President/CEO	12/27/2017
Signature of Authorized Signatory	Print Name of Authorized Signatory	Title of Authorized Signatory	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: KK

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

12/27/2017
Date Signed

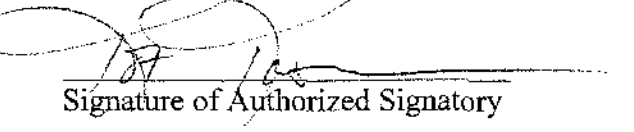
Kot Kasom

Print Name of Authorized Signatory

President/CEO

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

12/27/2017
Date Signed

Kot Kasom

Print Name of Authorized Signatory

President/CEO

Title of Authorized Signatory

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ATTACHMENT 1

Section B

Lease for 19 Wemelco Way, Easthampton

MASSACHUSETTS COMMERCIAL LEASE

- 1. PARTIES** Miri Realty (Themis Rizos), known as the LESSOR, which expression shall include heirs, successors, and assigns where the context so admits, does hereby lease to Green Life Dispensary, Inc. known as the LESSEE, which expression shall include successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises: 19 Wemelco Way Easthampton Ma, 01027.
- 2. PREMISES** Approximately 1.86 acres of land and existing building (approximately 16,712 square feet) located at 19 Wemelco Way, Easthampton, MA
- 3. TERM** The term of this lease shall be for 5 years commencing and the option to buy during anytime of this lease for a set purchase price that has been agreed on by both parties in the amount of \$1,000,000 Dollars and must be subject to a building inspection. The lease will begin on and when the non-profit has attained a Provisional Certificate of Registration ("PCR") to operate a Registered Marijuana Dispensary from the Commonwealth of Massachusetts The lessor will be given time needed to remove any existing items and belongings off the premises that the lessee will not need.
- 4. RENT** The LESSEE shall pay to the LESSOR rent at the rate of Two hundred forty thousand dollars (\$240,000) per year, payable in advance in monthly installments of Twenty thousand dollars (\$20,000).
- 5. SECURITY DEPOSIT** Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of Ten thousand dollars (\$10,000) on receipt of the PCR from the Commonwealth of Massachusetts, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.
- 6. UTILITIES** The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises.

The LESSEE agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning to the leased premises.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises at the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

The LESSEE agrees to pay a triple net for expenses such as taxes and insurance for the term of this agreement.
- 7. USE OF LEASED PREMISES** The LESSEE shall use the leased premises only for the purpose of a Registered Marijuana Dispensary as defined by 105 CMR 725.000 or a Licensed Marijuana Establishment as defined by 935 CMR 500.000.

8. COMPLIANCE WITH LAWS The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of any municipal by-law or ordinance in force in the city or town in which the premises are situated.

9. FIRE INSURANCE The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises

10. MAINTENANCE The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those whose conduct the LESSEE is legally responsible.

11. ALTERATIONS/ADDITION The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

12. ASSIGNMENT/SUBLEASING The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Not with standing such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

13. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

14. LESSOR'S ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

The Landlord's access shall adhere to the Massachusetts laws and regulations and shall occur on an "escorted access only" basis as set forth in 105 CMR 725.110(C)(4) in any designated limited access area. Tenant shall provide Landlord with 24 hour/ 7 days a week telephone number to access a dispensary agent authorized to access and escort Landlord in any designated limited access areas. In the event of an emergency, Landlord agrees to access a dispensary agent prior to entry.

15. INDEMNIFICATION AND LIABILITY The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be the Lessee's responsibility.

16. LIABILITY INSURANCE The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of One million dollars with property damage insurance in limits of Two million dollars in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

The parties acknowledge that the insurance required under the lease shall be in addition to the insurance that the Tenant must carry under 105 CMR 725.105(Q).

17. FIRECASUALTY/EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or

- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

18. DEFAULT/BANKRUPTCY In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit for creditors.

then the LESSOR shall have the right thereafter, which such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 1% per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana product or marijuana by product. Landlord hereby agrees and acknowledges that any such marijuana located on the premises shall be controlled in accordance with all federal and state laws including 105 CMR 725.000 et seq. and 935 CMR 500.000 et. seq.


19. NOTICE Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid

addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at the agreed mailing address.

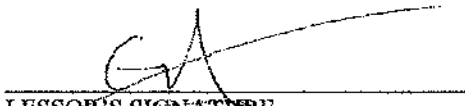
20. SURRENDER The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. OTHER PROVISIONS It is understood and agreed that: This lease agreement will terminate if the LESSEE shall not obtain the PCR from the Commonwealth of Massachusetts.

UPON WITNESS WHEREOF, the said parties hereinto set their hands and seals this October day of 6th, 2017.



LESSEE'S SIGNATURE
Rot Kasim



LESSOR'S SIGNATURE
EFTHIMIOS RIZOS

LESSEE'S SIGNATURE

LESSOR'S SIGNATURE

ATTACHMENT 2

Section C

Letter of Non-Opposition from the Mayor of
Easthampton



Mayor Karen L. Cadieux

CITY OF EASTHAMPTON

50 Payson Avenue, Suite 115, Easthampton, MA 01027-2263

Phone 413-529-1470 Fax 413-529-1488

e-mail: mayor@easthampton.org

November 1, 2017

Commonwealth of Massachusetts
Department of Public Health
250 Washington Street
Boston, MA 02180

To Whom It May Concern:

I, Mayor Karen L. Cadieux, do hereby provide non-opposition to Green Life Dispensary, Inc. to operate a Registered Medical Marijuana Dispensary ("RMD") at 19 Wemelco Way.

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

Sincerely,

Karen L. Cadieux, Mayor

KLC:ncg

ATTACHMENT 3

Section D

Easthampton Zoning Ordinance Section 10.9- Medical
Marijuana

10.9 **MEDICAL MARIJUANA**

(Sec. 10.9 added by the City Council on 2-12-14; approved by the Mayor 2-13-14; Amended by the City Council on 8-2-17; approved by the Mayor 8-3-17)

10.91 **Purpose**

It is recognized that the nature of the substance cultivated, processed, and/or sold by Medical Marijuana Treatment Centers and Off-Site Medical Marijuana dispensaries may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the public as well as patients seeking treatment. The specific and separate regulation of Registered Marijuana Dispensaries (hereafter referred to as a RMD) as Medical Marijuana Treatment Centers and Off-site Medical Marijuana Dispensary (hereafter referred to as an OMMD) facilities is necessary to advance these purposes and ensure that such facilities are not located within close proximity of minors and do not become concentrated in any one area within the City of Easthampton.

Subject to the provisions of this Zoning Ordinance, Chapter 40A of the Massachusetts General Laws, and 105 CMR 725.000, Registered Marijuana Dispensaries and Off-site Medical Marijuana Dispensaries will be permitted to provide medical support, security, and physician oversight that meet or exceed state regulations as established by the Massachusetts Department of Health (DPH).

10.92 **Application Requirements**

In addition to the standard application requirements for Special Permits and Site Plan Approvals, such applications for an RMD or OMMD facility shall include the following:

- A. The name and address of each owner of the RMD or OMMD facility/operation;
- B. Documentation that demonstrates that said RMD or OMMD facility, and its owner/operators, qualify and are eligible to receive a Certificate of Registration and meet all of the requirements of a RMD in accordance with 105 CMR 725.000 of the Massachusetts Department of Public Health;
- C. Evidence that the Applicant has site control and right to use the site for a RMD or OMMD facility in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement;
- D. A notarized statement signed by the RMD or OMMD organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers, directors, shareholders, partners, members, managers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons;
- E. In addition to what is normally required in a Site Plan, details showing all exterior proposed security measures for the RMD or OMMD including lighting, fencing, gates and alarms, etc. ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity;
- F. A detailed floor plan identifying the areas available and functional uses (including square footage);
- G. All signage;
- H. A traffic study to establish the RMD or OMMD impacts at peak demand times;
- I. A description of all activities to occur on site, including all provisions for the delivery of medical marijuana and related products to OMMDs or off-site direct delivery to patients.

10.93 Standards and Conditions

A. Use

1. RMD and OMMD facilities may only be involved in the uses permitted by its definition and may not include other businesses or services.
2. No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises.
3. The hours of operation shall be set by the Permit Granting Authority, but in no event shall an RMD or OMMD facility be open to the public, and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises, between the hours of 11:00 p.m. and 6:00 a.m. (Amended by the City Council on 8-2-17; approved by the Mayor on 8-3-17)
4. RMD facilities that can demonstrate that they comply with the agricultural exemption under M.G.L. Chapter 40A, Section 3 must still apply for Site Plan Approval.

B. Physical Requirements

1. All aspects of the use/facility relative to the acquisition, cultivation, possession, processing, sales, distribution, dispensing, or administration of marijuana, products containing marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the business.
2. No outside storage is permitted.
3. No OMMD Facility shall have a gross floor area in excess of 2,500 square feet.
4. All RMD and OMMD facilities shall be ventilated in such a manner that:
 - a. No pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere, and;
 - b. No odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the medical marijuana business or at any adjoining use or property.
5. Signage shall be displayed on the exterior of the RMD and OMMD facility's entrance in plain sight of clients stating that "Registration Card issued by the MA Department of Public Health required" in text two inches in height.

C. Location

1. No RMD and OMMD facility shall be located within two hundred feet (200') of any building housing:
 - a. an elementary, middle, preparatory, vocational or high school, or;
 - b. another RMD or OMMD facility, except that this limitation shall not apply in Industrial zones;
2. An RMD or OMMD facility shall not be located in buildings that contain any pharmacy, medical doctor offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana. An exception shall be that the Permit Granting Authority may grant permission for palliative and therapeutic care uses, which are separate facilities from a RMD or OMMD facilities, in the same building;
3. An RMD or OMMD facility shall not be located within a building containing residential units, except mixed use buildings, including transient housing or group housing such as hotels, motels, lodging houses, or dormitories.

D. Reporting Requirements

1. All Special Permit and Site Plan Approval holders for an RMD or OMMD facility shall provide the Police Department, Fire Department, Building Inspector and the Permit Granting Authority with the names, phone numbers and email addresses of all management staff and key-holders, including a minimum of two (2) operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment. All such contact information shall be updated as needed to keep it current and accurate.
2. The local Building Inspector, Board of Health, Police Department, Fire Department and Permit Granting Authority shall be notified in writing by an RMD or OMMD facility owner/operator/ manager:
 - a. a minimum of 30 days prior to any change in ownership or management of that facility
 - b. A minimum of 12 hours following a violation or potential violation of any law or any criminal or potential criminal activities or attempts of violation of any law at the RMD or OMMD.
3. Permitted RMD and OMMD facilities shall file an annual report to the Permit Granting Authority no later than January 31st, providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the permit.
4. The owner or manager is required to respond by phone or email within twenty-four hours of contact by a city official concerning their RMD or OMMD at the phone number or email address provided to the City as the contact for the business.

F. Issuance/Transfer/Discontinuance of Use

1. Special Permits/Site Plan Approvals shall be issued to the RMD Operator.
2. Special Permits/Site Plan Approvals shall be issued for a specific site/parcel.
3. Special Permits/Site Plan Approvals shall be non-transferable to either another RMD Operator or site/parcel.
4. Special Permits/Site plan Approvals shall have a term limited to the duration of the applicant's ownership/control of the premises as a RMD or OMMD, and shall lapse:
 - a. if the permit holder ceases operation of the RMD, and/or
 - b. the permit holder's registration by DPH expires or is terminated
 - c. The permit holder shall notify the Building Inspector and Permit Granting Authority in writing within 48 hours of such lapse, cessation, discontinuance or expiration.
5. An RMD or OMMD facility shall be required to remove all material, plants equipment and other paraphernalia prior to surrendering its state Registration or ceasing its operation.

08-03-2017

10.94

Findings

In addition to the standard Findings for a Special Permit or Site Plan Approval the Special Permit Granting Authority must also find all the following:

1. That the RMD or OMMD facility is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest;
2. That the RMD or OMMD facility demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations; and
3. That the applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Bylaw/Ordinance;
4. That the RMD or OMMD project meets a demonstrated need;
5. That the RMD or OMMD facility provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of cultivation is adequately secured.
6. That the RMD or OMMD facility adequately addresses issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the facility, and its impact on neighboring uses.

ATTACHMENT 4

Section D

Easthampton Zoning Ordinance Table 5.1- Easthampton Table of Use Regulations

Table 5-1

SECTION V

Easthampton Table of Use Regulations

PRINCIPAL USES	STANDARDS AND CONDITIONS	ZONING DISTRICTS*												
		R-5	R-10	R-15	R-35	R-40	R-80	DB ¹	HB	NB	GB	I	MI	
WHOLESALE, TRANSPORTATION AND INDUSTRIAL, Continued														
20. Radioactive waste disposal	No land or structures within any use district in the City of Easthampton may be used for the collection, treatment, storage, burial, incineration or disposal of radioactive waste, temporary storage of vehicles used in the transportation of radioactive waste. This restriction shall not apply when precluded under present or subsequent state law.	-	-	-	-	-	-	-	-	-	-	-	-	
21. Registered Marijuana Dispensary (RMD) (Added by the City Council 2-12-14; approved by Mayor 2-13-14)		-	-	-	-	-	-	-	-	-	-	PA	SPB	
ACCESSORY USES														
1a. Minor Home Occupation 1b. Major Home Occupation (Sec. 1 amended 9-16-2015)	In accordance with Section 10.4 In accordance with Section 10.4	P SP	P SP	P SP	P SP	P SP	P SP	P SP	P SP	P SP	P SP	- -	P SP	P SP
2. Family home day care (Amended 5-1-1996)	Shall not occupy more than 40 percent of the gross floor area of the structure and there shall be a minimum number of 100 square feet of outside play area for each enrolled child.	SP	SP	SP	SP	SP	SP	SP	PA	SP	SP	-	-	-

*See Section 7.0 for Aquifer Protection District use regulations and Section 7.1 for Floodplain and Manhan River Protection Zoning District use regulations when applicable
 1. New construction development in the Downtown Business District for a single use totaling over 4,000 sq. ft. shall require a special permit from the Planning Bd. under Sec. 12.7