

May 13, 2016

RECEIVED MAY 13 2016

Via Delivery in Hand

Town of Amherst
Zoning Board of Appeals
c/o Amherst Town Clerk
4 Boltwood Avenue
Amherst, MA 01002

2:06 PM
JB

RE: Application for Special Permit
Off-Site Medical Marijuana Dispensary
169 Meadow Street • Amherst, Massachusetts

Dear Madam Clerk:

Please accept this submission packet on behalf of the Applicant, GTI Massachusetts NP Corporation ("GTI"), as formal application for a Special Permit from the Amherst Zoning Board of Appeals pursuant to Section 3.360.41 of the Town of Amherst Zoning Bylaw for the property located at 169 Meadow Street in Amherst.

Currently involved in a thorough application process with the Massachusetts Department of Public Health ("DPH"), through which GTI has submitted an Application of Intent, Management and Operations Profile, and Siting Profile, GTI now seeks approval from the Town of Amherst for the siting of an Off-Site Medical Marijuana Dispensary ("OMMD") at 169 Meadow Street.

Notably, in addition to the requirements set forth by the Town of Amherst Zoning Bylaws, and as conditions imposed on any granted Special Permit, as well as the local building code, GTI must comply with significant and detailed requirements set forth in the DPH regulations—105 CMR 725.000 *et seq.*—including constant oversight and monitoring of security, storage, recordkeeping, emergency procedures, labeling and packaging of marijuana products, waste disposal, architectural design, signage, marketing, hiring and personnel, delivery, transportation of medical marijuana, and the dispensing of marijuana for medical use.

Consequently, not only will GTI be responsible for self-monitoring, self-reporting, and self-regulation, but both the DPH and the Town will have extensive and intensive oversight over and access to the site, GTI, and its safety, practices, procedures, and operations. To that end, GTI is committed to a mutually beneficial, symbiotic community partnership and relationship with the Town, along with complete transparency of its operations with those essential Town departments.

In early March, GTI appeared before the Town of Amherst Select Board and received approval in the form of a Letter for Support, which is attached as Exhibit 8. And, after several meetings with Town officials and staff, GTI now submits this Application.

The following documents (as redacted copies, or originals, as appropriate) are included:

1. Application for Special Permit;
2. Application Fee;
3. Legal Publication Fee;
4. Certified Abutters List;
5. Project Narrative;
 - a. Management Plan;
 - b. On-Site Operations Narrative;
 - c. Security and Operational Plan;¹
 - d. Company Overview;
 - e. Articles of Organization
6. Department of Public Health Submissions
 - a. Application of Intent;
 - b. Management and Operations Profile;
 - c. Siting Profile;
7. Binding Letter of Agreement to Lease the Site;
8. Notarized Statement of Disclosure;
9. Letter of Support from Amherst Select Board;
10. Property Owner's Authorization;
11. Zoning Map of Parcel;
12. Existing Conditions Aerial Photograph;
13. Existing Conditions and Surrounding Area Photographs;
14. Abutters-Proximity Plan;
15. Site Plan Set, including
 - a. Cover Sheet and Overall Locus Plan;
 - b. Existing Conditions Plan;
 - c. Proposed Site Improvement plan
 - d. Erosion and Sediment Control Plan;
 - e. Proposed Landscape Plan;
 - f. Proposed Landscape Seeding plan;
 - g. Grading Plan;
 - h. Stormwater and Hydrology Plan;
 - i. Site Details;
 - j. Plant Details and plant lists;
 - k. Proposed Floor Plan;²

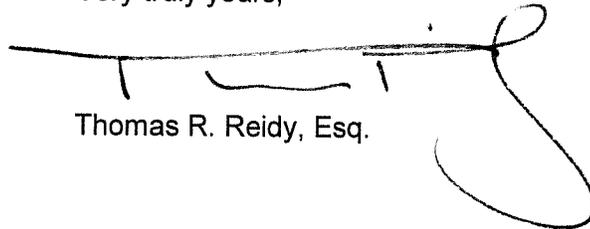
¹ This Exhibit is confidential pursuant to Massachusetts General Laws chapter 4, section 7 (26)(n); disclosure of this document is not in the best interest of the public and is likely to jeopardize public safety. See also 105 CMR 725.200(C)(b).

- l. Exterior Elevations & Signage;
 - m. Proposed Building Rendering and Signage;
 - n. Photometric Lighting Plan;;
 - o. Surveillance Plan;³
- 16. Lighting Specifications;
 - 17. Surveillance Camera Specifications (Exterior and Interior);⁴
 - 18. Traffic Impact Statement with Traffic Data Site Plan;
 - 19. Stormwater Management Report;
 - 20. Proposed Findings.

We will coordinate with Mr. Jeffrey Bagg, Senior Planner, relative to appearing at the June 1st Zoning Board of Appeals public hearing.

Of course, should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Thomas R. Reidy', with a large, stylized flourish extending to the right.

Thomas R. Reidy, Esq.

Enclosures

Cc: Mr. Jeffrey Bagg (Hand Delivery and Electronic Mail to: baggj@amherstma.gov)

² See footnote 1, above.

³ See footnote 1, above.

⁴ See footnote 1, above.



Town of Amherst
Zoning Board of Appeals
APPLICATION

Application # _____
MUNIS# _____

GTI Massachusetts NP Corporation

Name of Applicant

Thomas R. Reidy, Esq., Bacon Wilson, PC

Attorney/Designer/Consultant

169 Meadow Street, Amherst

Address of Applicant

6 South East Street, Amherst, MA 01002

Address

Telephone # of Applicant _____
Email PKadens@GTIGrows.com

Telephone # _____
413-256-6701

- TYPE OF APPLICATION: SPECIAL PERMIT APPEAL FROM DECISION OF BUILDING COMMISSIONER
 VARIANCE COMPREHENSIVE PERMIT

Pursuant to the provisions of Chapter 40A of the General Laws of the Commonwealth of Massachusetts and the Amherst Zoning Bylaws, application is hereby made to the Amherst Zoning Board of Appeals to do the following:

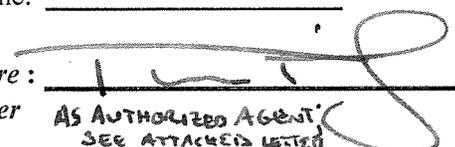
Nature of Request: Grant a Special Permit for the operation of an off-site medical marijuana dispensary

Bylaw provision (Section number): 3.360.41

Property Owner: Joseph J. Czajkowski

Address: 92 Shattuck Road
Hadley, MA 01035

Telephone: _____

Signature: 
Of Owner **AS AUTHORIZED AGENT**
SEE ATTACHED LETTER

Property Address or Description (if no address):
169 Meadow Street

Map/Parcel #: 4B-6

Zoning District(s): Light Industrial

To be filled out by Amherst Building Commissioner:

Date Received _____

Amherst Building Commissioner _____

To be filled out by Amherst Town Clerk:

Date Filed _____

Amherst Town Clerk _____

To be filled out by Amherst Planning Department:

RECEIVED MAY 13 2016

Date _____

\$ 300
Fee Received

\$75 legal ad

Received by _____

- Certified List of Abutters
 One (1) hard copy submission
 One (1) digital submission

3318

BACON WILSON, P.C.
OPERATING ACCOUNT
6 SOUTH EAST STREET
AMHERST, MASSACHUSETTS 01002

PEOPLE'S UNITED BANK
51-7218-2211

AMH2016 OPERACCT

—Seventy Five and 00/100—

GTI #57492-0002

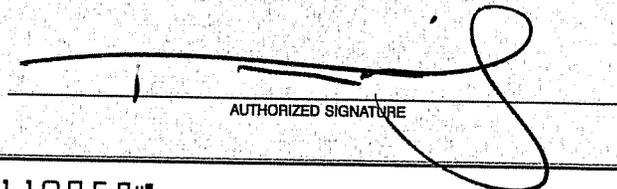
DATE

AMOUNT

May 12, 2016

\$ *****75.00

PAY
TO THE
ORDER
OF Town of Amherst



AUTHORIZED SIGNATURE

⑈003318⑈ ⑆221172186⑆ 2100110957⑈

FD Security features. Details on back.

3319

BACON WILSON, P.C.
OPERATING ACCOUNT
6 SOUTH EAST STREET
AMHERST, MASSACHUSETTS 01002

PEOPLE'S UNITED BANK
51-7218-2211

AMH2016 OPERACCT

—Three Hundred and 00/100—

GTI #57492-0002

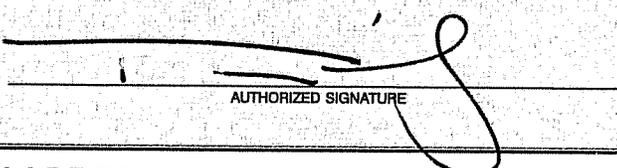
DATE

AMOUNT

May 12, 2016

\$ *****300.00

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PEOPLE'S UNITED BANK
51-7218-2211

AMH2016 OPERACCT

—Seventy Five and 00/100—

GTI #57492-0002

DATE

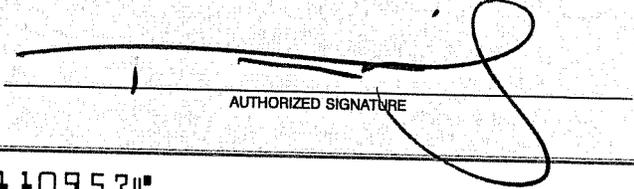
AMOUNT

May 12, 2016

\$ *****75.00

Dollars

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PEOPLE'S UNITED BANK
51-7218-2211

AMH2016 OPERACCT

—Three Hundred and 00/100—

GTI #57492-0002

DATE

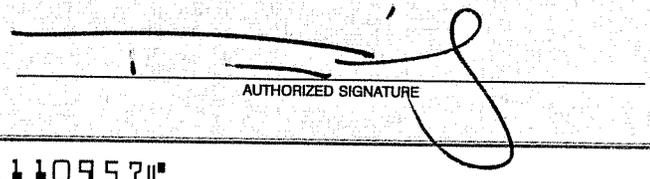
AMOUNT

May 12, 2016

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Dollars

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OF Town of Amherst



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FD Security features. Details on back.

TOWN OF



AMHERST MASSACHUSETTS

TOWN OF AMHERST
ASSESSOR'S OFFICE
4 BOLTWOOD AVENUE
AMHERST, MA. 01002

ASSESSORS OFFICE
Phone (413) 259-3024
Fax No: (413) 259-2401
Email: assessors@amherstma.gov

MAP: 4B

PARCEL: 6

APPLICANT: GTI MASSACHUSETTS NP CORPORATION

DATE: MAY 6, 2016

AMHERST BOARD OF ASSESSORS
AMHERST, MA

ZONING BOARD OF APPEALS
TOWN OF AMHERST
AMHERST, MA 01002

ZONING APPLICANTS
SHOULD SUBMIT
ABUTTERS LIST WITH
APPLICATION

CERTIFIED LIST OF ABUTTERS

The Assessor's Office, Town of Amherst, hereby certifies the attached list of names and addresses. This list reflects the current names and addresses as they appear in our records as of January 1, 2016.

This list is only valid for a period of thirty (30) days from the date of certification by the Assessor.



DAVID W. BURGESS
Principal Assessor

ASSESSOR'S COPY
[REDACTED]
APPLICANT'S COPY



label size 1" x 2 5/8" compatible with Avery®5160/8160
Etiquette de format 25 mm x 67 mm compatible avec Avery®5160/8160

4D-2
ANDREWS, LEIGH
LAVERDIERE, DONALD A
463 WEST ST
AMHERST, MA 01002

4B-14
TOWN OF AMHERST
4 BOLTWOOD AVE
AMHERST, MA 01002

4B-6
W D COWLS INC
C/O CZAJKOWSKI, JOSEPH J
92 SHATTUCK RD
HADLEY, MA 01035

4D-16
AXTELL, EDWARD H & HICKSON,
MARISSA
237 MEADOW ST
AMHERST, MA 01002

4B-5
STONE FREE LLC
245 MEADOW ST
AMHERST, MA 01002

5A-133
W D COWLS INC
C/O CZAJKOWSKI, JOSEPH J
92 SHATTUCK RD
AMHERST, MA 01002

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label size 1" x 2 5/8" compatible with Avery®5160/8160

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C/O CZAJKOWSKI, JOSEPH J
92 SHATTUCK RD
AMHERST, MA 01002

Town of Amherst Abutter List

<i>Parcel ID</i>	<i>Parcel Address</i>	<i>Owner1</i>	<i>Owner2</i>	<i>Address</i>	<i>CityStZip</i>
4D-2	MEADOW ST	ANDREWS, LEIGH	LAVERDIERE, DONALD A	463 WEST ST	AMHERST, MA 01002
4B-14	MEADOW ST	TOWN OF AMHERST		4 BOLTWOOD AVE	AMHERST, MA 01002
4B-6	169 MEADOW ST	W D COWLS INC	C/O CZAJKOWSKI, JOSEPH J	92 SHATTUCK RD	HADLEY, MA 01035
4D-16	237 MEADOW ST	AXTELL, EDWARD H & HICKSON, MARISSA		237 MEADOW ST	AMHERST, MA 01002
4B-5	RUSSELLVILLE RD	STONE FREE LLC		245 MEADOW ST	AMHERST, MA 01002
5A-133	SUNDERLAND RD	W D COWLS INC	C/O CZAJKOWSKI, JOSEPH J	92 SHATTUCK RD	AMHERST, MA 01002

GTI Massachusetts NP Corporation
Off Site Medical Marijuana Dispensary
169 Meadow Street • Amherst, MA

PROJECT NARRATIVE

INTRODUCTION

GTI Massachusetts NP Corporation, (“GTI”) a non-profit corporation organized and existing under chapter 180 of the Massachusetts General Laws, is seeking a Special Permit from the Amherst Zoning Board of Appeals for the siting and operation of an Off-Site Medical Marijuana Dispensary (“OMMD”) at 169 Meadow Street in Amherst (the “Site”).

Procedurally, GTI has submitted two (2) Applications of Intent to operate Registered Marijuana Dispensaries (“RMD”) in Massachusetts, and two (2) Management and Operations Profiles to the Department of Public Health (“DPH”). Upon completing their review, which included extensive background checks on members of the executive management team and board of directors, the DPH invited GTI to submit Siting Profiles. GTI has submitted to the DPH a Siting Profile for the Amherst Site. Prior to receiving a Final Certificate of Registration, GTI must receive the discretionary Special Permit approval from the Town of Amherst’s Zoning Board of Appeals (“ZBA”).

THE SITE AND STRUCTURES

Most recently, that Site, its structure and infrastructure have been used as an auction house by Kimballs Auction and Estate Services. Currently owned by Joseph J. Czajkowski—as evidenced by a Deed recorded in the Hampshire County Registry of Deeds at Book 12214, Page 212—GTI and Mr. Czajkowski have a binding Letter of Agreement to Lease the Site. A notarized statement from Mr. Czajkowski and the Binding Letter of Agreement are included in this submission.

A 3.3 acre parcel located in the Light Industrial Zoning District in close proximity to Route 116 (a state highway under Massachusetts Department of Transportation jurisdiction) in the northwestern section of Amherst, the Site is appropriately located and abuts approximately 80 acres of agriculturally preserved land. There are no buildings within three-hundred feet (300’) of the Site’s property boundaries, and therefore, the Site’s structure is not within three-hundred feet (300’) of any other structure. The Light Industrial Zoning District allows OMMD uses with a Special Permit from the Zoning Board of Appeals.

GTI's OMMD will meet all of the requirements and conditions provided for in Section 3.360.41 of the Town of Amherst's Zoning Bylaw ("ZBL"), along with all other relevant provisions of the ZBL. Additionally, the OMMD's location is, and its operation will be, compliant with the Massachusetts Department of Public Health (DPH) and 105 CMR 725.000 *et seq.* GTI recognizes the sensitive nature of its proposed use and intends for its location to balance patient accessibility with security and privacy.

Recognizing the nature of dispensing medicinal marijuana, the Site provides ideal operational oversight and control to ensure the health, safety, and general well-being of the public—as well as patients seeking medical marijuana. Due to the surrounding lands' encumbrance under Agricultural Preservation Restrictions (which requires a determination of extraordinary circumstances by the Commissioner of the Massachusetts Department of Agricultural Resources, as outlined in 330 CMR 22.12 (1) – (6), as well as a two-thirds (2/3) vote of both houses of the General Court and the approval of the Co-holder), the non-agricultural development on those sites is extremely unlikely. Consequently, there is an effective prohibition against densification in the neighborhood, promoting the ZBL's articulated purpose to ensure that Registered Marijuana Dispensaries do not become concentrated in any one area of Town.

Additionally, the Site provides a natural buffer from surrounding uses and land by its location on an effectual peninsula between Swamp Brook and the Mill River – both perennial streams. New development in the area will be subject to the Massachusetts Rivers Protection Act (M.G.L. c. 131, §40) which regulates land use within two-hundred feet (200') outward of the mean annual high water line from each side of the river. The Site is also bordered to the east and to the south by Flood-Prone Conservancy zoning district land—which severely limits allowed uses.

The existing structure on the Site—an approximately 6,500 square foot, single story building—will be renovated and remodeled in accordance with the Site Plans and Floor Plans contained within this submission; the footprint of the building will not change. Notably, the gross floor area accessible to registered patients and caregivers is approximately 2,495 square feet, and within the strictures of Section 3.360.41(3)(b)(4); the balance of the space shall be utilized for administration and operations, as identified on the Floor Plans, and accessible only to agents employed by, and directors of, GTI.

Site layout has been thoughtfully designed to maximize discretion, security, and control. Appropriately placed downcast luminaries, security cameras, parking, delivery, entry and exit spaces each fulfill a purposeful goal. Site circulation is such which allows for constant monitoring and visibility, as well as appropriate emergency vehicle access and maneuverability.

The proposed site will include thirty-seven (37) parking spaces, inclusive of four (4) ADA accessible spaces, and will maintain the two (2) existing curb cuts onto Meadow Street. The

easterly curb cut will remain full-access; the westerly curb cut will be exit-only, and will be appropriately posted as such.

Existing asphalt, gravel driveways, and parking area, which covers approximately 52,269 square feet (approximately 1.2 acres), will be reduced by nearly one-half, resulting in approximately 27,506 square feet (0.63 acres) of non-building impervious area consisting of drive-aisles, parking areas, and walkways. The previously existing gravel parking area will be converted to native meadow, and the site will include rain gardens and bio-swales, along with the re-use of an existing closed drainage system, all to result in satisfaction of Massachusetts Stormwater standards, decreased flows, reduced impervious cover, and improved water quality and recharge.

Native deciduous (Red and Sugar Maples, Sweet and River Birches, Flowering Dogwoods, Aspens and Oaks), and evergreen trees (Balsam Fir, White Pine, Canadian Hemlock, White Spruce, and Arborvitae) will beautify and appropriately screen the Site, while not compromising security. Native shrubs, ferns, and herbaceous plants within the Site, its rain gardens and bio-swales will add aesthetic value while performing vital environmental and ecological functions. The Site and its landscaping will be consistently monitored and maintained as needed.

Site lighting and surveillance—as more fully detailed on the Photometric and Surveillance Plans—adequately illuminate the parking and entrance/exit areas of the Site, while allowing the video-capture of identifying information (persons, license plates, vehicles) to dissuade impropriety, increase patient comfort, and provide a means of timely, reliable identification to the DPH and Amherst Police Department if necessary. Exterior camera locations will be established in the field based upon many factors, including natural light levels and landscaping.

The building furthers Site, product, and patient control as displayed on the included Floor Plans and Elevations. This design allows for the delivery, storage, and dispensing of medical marijuana, products containing marijuana, related supplies, and educational materials—all to take place within a fully enclosed, extremely secure building, with such activities invisible from the exterior of the business. The Site will include the following as shown on the attached Floor Plans:

- Secured entry area, with vestibule
- Secured exit area, with vestibule
- Patient waiting area
- Patient bathrooms
- Counseling rooms
- Security offices
- Information Technology room
- Retail area
- Agent break room

- Agent bathrooms
- Custodial closets
- Vault Room
- Administrative offices
- Secure receiving area
- Waste storage area
- Agent entrance and exit

To note: no outside storage of medical marijuana, its related supplies, or educational materials will occur; any waste containing the aforementioned will be stored in a dedicated, secured area within the Site, and will be transported to GTI's cultivation facility for proper, secure disposal in accordance with DPH regulations.

On-site marijuana and marijuana products will be stored in a secure vault room in minimally necessary quantities, in such a manner that its odor could not be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the Site. Signage shall be minimal and will not include off-premises identification. On-premises, signage or other marketing on the exterior of the building, or visible from the public way, will not promote or encourage the use or abuse of marijuana or other drugs for non-medical purposes, or by minors, and will not actively market marijuana or other drugs for medicinal purposes. Proposed signs, including signage required by the DPH, are included on the attached Elevations and Site Plans, and comply with 105 CMR 725.000 *et seq.*

THE COMPANY

An organization of accomplished business professionals, entrepreneurs, and philanthropists, many of whom have ties to Massachusetts, GTI's founders have a proven, successful track record of developing and adhering to sustainable business practices. What's more, they have relevant experience in designing, developing, and operating medical marijuana facilities in highly regulated environments similar to the proposed OMMD,^{1,2} and are dedicated to serving patients in need of quality medicine and ensuring that its efforts positively impact the Amherst community.

GTI has a track record of investing in the communities where it operates, from hiring area residents and contractors to locally sourcing supplies. Specifically:

¹ Illinois Department of Agriculture – Cultivation & Processing of Medical Cannabis – License No. 1503060649; Illinois Department of Agriculture – Cultivation & Processing of Medical Cannabis – License No. 1503060648; Illinois Department of Financial and Professional Regulation – Dispensing of Medical Cannabis – DISP. 000002.

² State of Nevada, provisional certificates: C088; P057; D099; and, D097 [Cultivation, Processing, and Dispensary, respectively].

- At all of its Illinois facilities, GTI used local contractors for facility construction and hires qualified area residents to carry out daily operations.
- GTI generates a variety of jobs in each community in which it operates, such as growers, trimmers, packagers, security officers, and transportation agents, which creates an economic ripple effect throughout the area.
- GTI emphasizes employing veterans as well as developmentally and physically disabled individuals.
- GTI uses locally-sourced supplies for its business needs; GTI has a proven track record of sourcing supplies within 150 miles of its operating businesses to best utilize the resources in its backyard by partnering with local and regional suppliers.

Additional information about GTI’s core team members can be found in the attached Company Overview.

THE USE

GTI will sell medical marijuana and other marijuana products pursuant to DPH Regulations, and if approved for a Special Permit in Amherst, in strict accordance with local regulations and codes. Other businesses or services will neither be allowed in the same building, nor on Site. GTI recognizes the sensitive nature of its proposed use and intends for its location to balance patient accessibility with security and privacy, and is dedicated to ensuring that its efforts positively impact Amherst while providing high quality medicinal products to patients in need. As such, GTI conceptualizes the design and construction of a safe, compliant, efficient, and transparent registered medical marijuana dispensary in Town. The primary components of the Management Plan are as follows:

- **Retail Operations:** GTI’s proposed OMMD in Amherst will provide qualified patients and caregivers with a safe, secure, and inviting environment to purchase medical marijuana and Marijuana Infused Products (MIPs) and at the same time receive medical marijuana information and education. In no event will GTI sell or distribute medical marijuana or MIPs during non-business hours. GTI will ensure that all dispensary agents working at the OMMD complete an approved training program prior to serving patients. The OMMD will also have up-to-date educational materials for all of its registered patients and caregivers. These materials will be available in languages accessible to all patients and caregivers, including for the visually—and hearing—impaired. GTI will educate its registered patients and caregivers regarding the proper procedures for returning expired, unused, damaged, contaminated, and recalled marijuana and MIPs.

Additionally, GTI will accept, at no charge, unused, excess or contaminated marijuana from patients and caregivers, whether the material was purchased from GTI or not, and

will segregate and store such product until disposal occurs at GTI's cultivation facility, while maintaining appropriate record of such. The OMMD will be staffed by security personnel during hours of operation; surveillance cameras will monitor the Site twenty-four (24) hour per day, seven (7) days per week. GTI will only dispense marijuana to qualified registered patients and caregivers who provide proper forms of identification – a valid DPH-issued ID card along with one of the following: driver's license, government issued ID card, military ID card, or passport. Patients or caregivers who fail to provide proper forms of identification will be denied access.

GTI is committed to assisting registered patients with Verified Financial Hardships. Patients will be considered to have a Verified Financial Hardship if they are a recipient of MassHealth or Supplemental Security Income, or their household income does not exceed 300% of the federal poverty level, adjusted for family size. All patients with a documented Verified Financial Hardship as defined by 105 CMR 725.004 will be provided with reduced cost or free marijuana, the details of which are described further in the On-Site Operations Plan.

- **Security Plan:** The goal of GTI's security program is to prevent diversion, theft, and loss of marijuana and to provide for the safety of all patients, caregivers, and agents. GTI will work closely with the Amherst Police Department to address any security concerns it may have on an ongoing basis. The scope of operations for the security team includes all domains of a holistic, high-performance operational security system dedicated to advancing best practices. These include:
 - *Site Security* – security program management and structure (i.e., leadership, staffing, and training); core security operations (i.e., screening and search, monitoring of facility and operations, incident response, investigations); physical security (i.e., security controls and procedures, system maintenance and testing, physical barriers and perimeter security, vehicles and equipment, lighting, locks and key control, signage, prohibited items, storage rooms, sally port and delivery, trash collection and storage, utilities, uninterrupted power supply, and backup power supply); security policies, procedures and processes (i.e., workplace violence mitigation, threat assessment, agent suspension, and termination); and emergency management (i.e., planning principles and approach, first responder protocols, National Incident Management System (NIMS), and Incident Command System (ICS)).
 - *Security Surveillance System* – includes methodology and solution platform (i.e., security design methodology and security system solution platform) and platform components (i.e., security surveillance and closed-circuit television system, access

control system, alarm system, intrusion detection system, exterior detection devices, fire and life safety system and information).

- Product Security – includes program monitoring, inspection, and review of best practices and technologies to ensure any opportunity for product diversion or theft is eliminated.
- Shipping/Transportation Security – includes shipping manifest, shipping containers and locks, GPS-equipped delivery vehicles, highly trained agents, and standard arrival and departure procedures for deliveries from the cultivation facility to the proposed Site in Amherst.

GTI will ensure that only qualified patients, caregivers, agents and authorized persons, vendors, contractors or visitors will have access to our facilities. Individuals not engaged in authorized activity will not be permitted on the premises. All agents will undergo criminal history background checks prior to commencing employment and on an annual basis as required by the DPH.

Marijuana and MIPs will be stored in Limited Access Areas in a secure locked safe or vault room to prevent diversion, theft and loss. Agents will be required to visibly display an identification badge at all times. All contractors, vendors, and visitors will be logged in/out, be required to display an ID badge, and will be escorted by an authorized GTI agent.

The outside perimeter of the OMMD will be sufficiently lit to allow for surveillance and certain foliage will be removed if and as necessary so as not to allow persons to conceal themselves from sight. Perimeter alarms will be placed on all entry points and perimeter windows; the retail space will have duress, panic, and holdup alarms that are connected to local law enforcement systems. Video cameras will be used in the entire facility, including all areas that contain marijuana, including waste, product inventory, and the vault area, as well as all entrances/exits and in the parking lot. Surveillance cameras will be angled to clearly capture all persons entering or exiting the OMMD and will remain operational during a power outage. In addition, there will be a redundancy alarm system that will ensure an active alarm in the event the primary alarm is compromised. A failure notification system will notify a designated GTI agent and local law enforcement in the event of a surveillance system failure within five (5) minutes. Finally, there will be frequent sweeps of cash drawers and cash will be placed in a safe located in the vault room; additionally, there will be frequent and random cash pickups by the bank to limit the amount of cash on site.

- **Waste:** GTI will implement a waste disposal program for the safe and proper disposal of expired, unused, damaged, contaminated, and recalled marijuana and MIPs as well as any other waste containing marijuana or marijuana product. Waste consisting of marijuana or marijuana products will be transported to the cultivation facility and properly disposed of pursuant to 105 CMR 725.105(J). Prior to being transported to the cultivation facility, waste containing medical marijuana or marijuana products will be segregated from product in inventory and stored under video surveillance.
- **Delivery:** GTI will deliver marijuana and MIPs from its cultivation facility to Amherst on a regular basis, depending on the needs of the dispensary. Deliveries will occur at random times using random routes. Transportation policies and procedures are described in full detail in the On-Site Operations Plan. In addition, GTI will deliver to the primary residence of registered patients and registered caregivers, in accordance with best practices, DPH regulations, and Circular Letter: DHCQ-15-9-640, all as more fully described in the On-Site Operations Plan.
- **Reporting:** GTI will comply with all DPH regulations for the recording, storage, and provision of required information, such as shipping manifests, visitor logs, and returned product. Additionally, prior to issuance of a Certificate of Occupancy, GTI will provide to the Amherst Police Department, Fire Department, Building Commissioner, Board of Health, and Zoning Board of Appeals the names, phone numbers, mailing and email addresses of all management staff and key-holders, including at least two (2) operators of the Site who will be designated contact persons to whom notice should be made if there are operating problems associated with the Site or its use. Such information shall be updated as needed.

The designated contact person will notify the Amherst Police Department, Fire Department, Building Commissioner, Board of Health and the Zoning Board of Appeals in writing at least thirty (30) days prior to any change in ownership or management of the Site, and within twelve (12) hours following a violation, a potential violation, or any attempts to violate applicable law, or any criminal, potential criminal, or attempted criminal activities at the Site.

An annual report will be filed with the Zoning Board of Appeals, and a GTI representative will appear before the Zoning Board of Appeals no later than January 31st of each year the Special Permit is in effect to demonstrate continued compliance with the conditions of the Special Permit, and will provide a copy of all current applicable state licenses for GTI.

A designated contact person will respond by phone or email within twenty-four (24) hours of the time of contact and inquiry regarding operations at the Site by a town official.

BENEFITS TO AMHERST

GTI expects to directly and indirectly provide substantial beneficial fiscal impact to the Town of Amherst. GTI plans to enter into a generous community host agreement with Amherst whereby all fiscal benefits to the Town can be quantified. As an organization committed to philanthropy, GTI looks forward to expanding their philanthropic mission by forming relationships with local charitable organizations to help further their respective goals. Although GTI is a Chapter 180 Massachusetts non-profit, it is not a charitable organization entitled to tax exemptions under § 501(c)(3) of the Internal Revenue Code. Therefore, in addition to municipal benefits under the host agreement, the tax payments to the Town would include all local property as well as any applicable excise tax allowed under the law.

GTI knows that it will be a positive corporate citizen in Amherst, and its siting in Amherst will be a fiscal positive for the Town. That being said, GTI is aware that due to the polarizing nature of marijuana for medical use, there are likely to be some increased costs to Amherst associated with allowing any group to operate a RMD in the Town. Such costs may be in the way of additional law enforcement to patrol the area where an RMD is located (although studies show that crime does not increase in communities that site a medical marijuana dispensary); administrative costs for any increased burden on Town departments tasked with continuing oversight; increased costs for substance abuse counselors to tour the Town's schools (although studies show that adolescent substance abuse does not increase in medical marijuana jurisdictions); and consequences of any increased traffic around the area of the Site. As part of GTI's discussions with Amherst officials, GTI is committed to paying for increased costs associated with its retail operation.

Highlighted below are some of the direct benefits of GTI's presence in Amherst, which include, but are not limited to:

- Equal opportunity employment providing well-compensated, full-time jobs, with benefits, for Amherst residents, with an emphasis on hiring veterans and those with physical and developmental disabilities;
- Hire Amherst Police Department officers for security details at the Site, if necessary;
- Hire local contractors during build-out of, and ongoing maintenance at, the Site as needed;
- Increase in economic activity to local business with patients coming to Site;
- Economic boost from the increased spending of the employed;
- Additional revenue from property taxes;

- Elimination of unregulated Hardship Cultivations which contribute to diversion of marijuana for non-medical purposes and can lead to increased crime;
- Partnership with an experienced and reputable company in the medical marijuana industry; and
- Assist Amherst with providing the benefits of medical marijuana to the local patient population.

Town of Amherst
MANAGEMENT PLAN FORM



The Rules and Regulations of both the Planning Board and the Zoning Board of Appeals require that applicants submit a management plan as part of the process for most applications.

APPLICANT INFORMATION:

Applicant: GTI Massachusetts NP Corporation

Address: 169 Meadow Street
Amherst, MA 01002

Telephone: _____

Owner: Joseph J. Czajkowski
(if different from applicant)

Address: 92 Shattuck Road
Hadley, MA 01035

Telephone: _____

PROJECT INFORMATION:

Project Address and Description:
169 Meadow Street, Amherst

Off-Site Medical Marijuana Dispensary

Amendment to previously approved management plan?

yes

no

INFORMATION REQUIRED FOR ALL PROJECTS:

(Attach additional sheets as necessary)

Trash and recycling, including storage location, enclosure or screening, with frequency of pickup and name of hauling company, and responsible party to contact in case of complaint:

All rubbish not regulated pursuant to 105 CMR 725.000 et seq., and more specifically 105 CMR 725.105(J) ("Waste Disposal"), shall be stored in the trash enclosure located on the westerly side of the Site as identified on the Site Plan, and is to be collected weekly, or as needed, by a local rubbish removal contractor. Upon issuance of a Final Certificate of Registration, the Applicant will provide to the Town the responsible party and contact information.

Parking, including size and number of spaces, location, screening, provision for handicapped spaces:

The Site incorporates appropriate screening for the proposed use to balance visibility with security; 37 parking spaces are proposed, including four (4) ADA accessible spaces, all as more fully shown on the Site Plans.

Lighting, including hours of illumination by location, types and wattage of fixtures:

The lighting location and intensity is included in the Lighting Plan, along with specification sheets for the specific proposed fixtures.

Signage, including location, size, materials, and any illumination:

Signage will be included in accordance with the Signage Plan, as proposed in the submission packet. Signage as required by, and in accordance with the regulations of, the Massachusetts Department of Public Health will also be included.

Landscape Maintenance, including annual schedule of watering, fertilizing, mowing, pruning, leaf pick-up, and so forth, and maintenance and replacement schedule of site furnishings:

Landscape maintenance, including spring and fall clean-ups, shall be completed on an as-needed basis, and will be performed by a local landscaping company on a weekly basis during the growing season.

Snow Removal, including name of contractor:

(Please see Article IV of the Town Bylaw for regulations regarding the removal of snow and ice from sidewalks)

Snow removal shall be provided by a local contractor on an as needed basis.

ADDITIONAL INFORMATION FOR SPECIFIC PROJECT TYPES (ATTACH ADDITIONAL SHEETS):

ADDITIONAL INFORMATION REQUIRED FOR RESTAURANTS:

Type of menu
Number of seats (indoor and outdoor)
Is any outdoor dining on public or private land?
Number of employees
Hours of operation
Alcohol
Plans for delivery and/or take-out service
Live or prerecorded entertainment
Noise management of patrons, music, fans and HVAC
Management of patrons gathering outdoors on property
Odor mitigation measures
Waste kitchen oil management
Litter control
Deliveries to or from the site

ADDITIONAL INFORMATION REQUIRED FOR PERMIT RENEWALS:

Special permit #
Date of issuance
Any changes to the proposal
Any changes to the neighborhood

ADDITIONAL INFORMATION REQUIRED FOR APARTMENTS:

Number of units, existing and proposed
Number of bedrooms, existing and proposed
Number of tenants
Owner-occupied?
On-site manager?
Copy of standard lease
Noise management of tenants, parties, music, and any outdoor HVAC equipment
Material, equipment, and large household goods storage
On-site recreational facilities

ADDITIONAL INFORMATION REQUIRED FOR HOME OCCUPATIONS:

Type of business
Number of Employees
Hours of operation
Deliveries to the site
Equipment used/ Noise generated
Material and equipment storage

GTI Massachusetts NP Corporation
Off Site Medical Marijuana Dispensary
169 Meadow Street • Amherst, MA

ON-SITE OPERATIONS

Overview: GTI Massachusetts NP Corporation (“GTI”) is committed to dispensing high quality medical marijuana to qualified registered patients with debilitating conditions and their registered caregivers in a safe and secure environment. GTI will have designated agents trained on how medical marijuana impacts each debilitating condition, and they will work with each individual patient to develop a program based on their specific conditions. There will be ample educational materials, information, and support on an on-going basis. The agents will be knowledgeable and provide patient education related to cannabis strains, benefits, risks, side effects, proper storage, and administration. They will also be responsible for being compliant with all State and Local regulations and laws, as well as GTI’s security protocols. At least one security agent will be on-site during all hours of operation.

GTI’s entire plan focuses on not just mitigating adverse impacts on Amherst, but on making an overall positive impact on the town and the community. The sale of medical marijuana will help members of the Amherst community and surrounding communities seeking relief from debilitating conditions and provide an alternative to other significantly more dangerous and addictive prescription narcotics. As of April 2016, the closest Medical Marijuana Treatment Center available to Amherst residents is located in Northampton, Massachusetts, approximately eleven (11) miles southwesterly of the proposed OMMD.

BUSINESS HOURS

The OMMD will be open approximately sixty (60) hours per week, and upon approval from local officials will expand hours if necessary. To begin, the OMMD will be open from approximately 11:00 a.m. to 7:30 p.m. seven days per week.

RETAIL SPACE

The retail space will be separated from the exterior of the Site (“retail space”) by a security checkpoint with access control within the interior vestibule, as well as a waiting area. All sales and patient services will occur in the retail space. Only qualified patients and caregivers with proper identification (as described below) will be allowed in that retail area. Those individuals who are not able to provide proper identification will not be permitted to pass beyond the interior vestibule.

With security in mind, the retail space will be designed to encourage a relaxed, yet professional atmosphere. Individual patient consultations will be available free of charge, and will occur in the counseling rooms, allowing patients to select products appropriate for their condition.

SECURITY

The goal of GTI's security plan is to prevent diversion, theft, and loss of marijuana, to provide for the safety of all patients, caregivers, and agents, and to prevent any adverse impacts on the surrounding area. Towards that end, GTI will work closely with the Amherst Police Department every step of the way. Additionally, GTI will hire trained security agents to safeguard the premises. At least one security agent will be on-site during all hours of operation.

As part of its security plan, GTI will ensure that only qualified patients, caregivers, agents, and authorized persons, vendors, contractors or visitors will have access to the OMMD. Individuals not engaged in authorized activity will not be permitted on the premises. All agents will be required to undergo criminal history background checks as a condition of their employment and as required by the State

All medical marijuana and Marijuana Infused Products (MIPs) will be stored in Limited Access Areas (LAA) in a secure, locked safe or vault to prevent diversion, theft, and loss. Only designated agents (not all agents) will have access to the LAA. GTI agents will be required to visibly display their identification badges at all times. All contractors, vendors, and visitors will be required to log in and out, visibly display identification badges, and be escorted by a dispensary agent. Finally, throughout the day and during low levels of foot traffic in the retail space, there will be frequent sweeps of cash drawers, resulting in the placement of cash in the vault, along with frequent, secure, and random cash pickups to deliver cash from the OMMD to the bank. Any marijuana waste generated at the OMMD will be stored in a dedicated, secure area within the OMMD, and will be transported to GTI's cultivation facility for proper, secure disposal in accordance with Department of Public Health regulations.

The outside perimeter of the OMMD will be sufficiently lit to allow for surveillance, and certain foliage will be removed if and as required so as not to allow persons to conceal themselves from sight. High-resolution coverage will be provided within fifty (50') feet of the building, and the entire developed area of the parcel will have surveillance coverage. The placement of exterior surveillance cameras will be determined prior to the Certificate of Occupancy, and their location will be based upon lighting conditions and landscaping. Perimeter alarms will be placed on all entry points and perimeter windows; the retail space will have duress, panic, and holdup alarms that are connected to local law enforcement systems. The OMMD will have a redundancy alarm system that will ensure an active alarm in the event the primary alarm is compromised and a failure notification system will notify a designated GTI agent and local law enforcement in the event of a surveillance system failure within five (5) minutes.

Video cameras will be used in the entire facility, including all areas that contain marijuana, all entrances and exits, and in the parking lot. Our surveillance cameras will be angled to clearly capture all persons entering and exiting the OMMD entrances, along with vehicles entering and exiting the Site; additionally, they will be equipped with backup power sources to ensure that they remain operational during a power outage.

GTI recognizes that some qualified patients will not have the ability to visit the OMMD. Therefore, GTI will establish a home delivery plan that incorporates security measures for the safe and secure delivery of marijuana and marijuana products to patients in full compliance with Department of Public Health regulations.

Additional security details can be found in the Security and Operations Plan.

DISPENSING REQUIREMENTS

Under no circumstances will GTI sell marijuana to any individual who is unable to produce a valid DPH-issued registration card and an additional form of identification, or who does not have a valid certification in the DPH-supported interoperable database. The additional form of identification must contain a name, photograph, and date of birth, and is limited to one of the following:

- A driver's license;
- A government-issued identification card;
- A military identification card; or
- A passport.

Upon arrival at the OMMD at the secured entrance, a GTI agent will verify the patient's or caregiver's DPH-issued registration card and additional form of identification. GTI reserves the right to refuse to dispense to a registered qualifying patient or personal caregiver if in the opinion of the GTI agent, the patient or the public would be placed at risk. Consumption of marijuana anywhere at the OMMD premises is prohibited. GTI will not provide samples of marijuana.

HARDSHIP PROGRAM

GTI will only provide free or discounted marijuana pursuant to 105 CMR 725.100(A)(6) if the patient meets the requirements of GTI's Verified Financial Hardship (VFH) Program. Patients will be considered to have a VFH if they are a recipient of MassHealth or Supplemental Security Income, or their household income does not exceed three hundred (300%) percent of the federal poverty level, adjusted for family size. Patients with a documented VFH as defined by 105 CMR 725.004 will be provided reduced cost or free marijuana. GTI will provide patients with a VFH affidavit form to determine whether a patient qualifies for a VFH per 105 CMR 725.004 and 105 CMR 725.100(A)(6). The form will request that patients provide proof of a VFH by submitting a copy of one of the following:

- Official MassHealth card issued by the Commonwealth of Massachusetts;
- Supplemental Security Income benefit verification letter;
- State or Federal tax return from current year or previous year, including all attachments; or,
- Supplemental Nutrition Assistance Program (SNAP) statement from the current year.

Based on current projections, GTI plans to provide free and low cost medicine at the following levels to patients with a VFH:

- ≤100% of FPL: free up to 1 gram/week, 25% discount thereafter up to 1 ounce/month. Paraphernalia at cost.
- >100% but ≤200% of FPL: free up to .5 gram/week, 15% discount thereafter up to 1 ounce/month. Paraphernalia at cost + 10%.
- >200% but ≤300% of FPL: 5% discount on up to .5 ounce/month. Paraphernalia at cost + 20%.

PRODUCT LABELING

Prior to completing a sales transaction, GTI agents will ensure that all marijuana and marijuana products are properly labeled.

- Labeling of Marijuana - GTI will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each package of marijuana that it prepares for dispensing, containing at a minimum the following information:
 - The registered qualifying patient's name;
 - GTI's name and registration number (as the RMD that produced the marijuana), together with a telephone number and mailing address, and website information;
 - The quantity of usable marijuana contained within the package;
 - The date that GTI packaged the contents;
 - A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
 - The cannabinoid profile of the marijuana contained within the package, including THC level;
 - A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2); and
 - This statement, including capitalization: "*This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.*"
- Labeling of MIPs – GTI will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each MIP that it prepares for dispensing, containing at a minimum the following information:
 - The registered qualifying patient's name;
 - GTI's name and registration as the producer of the MIP, together with a telephone number and mailing address, and website information;
 - The name of the product;
 - The quantity of usable marijuana contained within the product as measured in ounces;
 - A list of ingredients, including the cannabinoid profile of the marijuana contained

- within the product, including the THC level;
- The date of product creation and the recommended “use by” or expiration date;
- A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- Directions for use of the product if relevant;
- A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2);
- A warning if nuts or other known allergens are contained in the product; and
- This statement, including capitalization: *“This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”*

PUBLICITY

GTI’s marketing plans will be in full compliance with Department of Public Health regulations, specifically 105 CMR 725.105(L). Pursuant to the regulations, GTI’s logo does not include medical symbols, images of marijuana, images of paraphernalia, or colloquial references to marijuana. GTI will not advertise the price of marijuana or marijuana products, and such information will only be available on a printed list to be provided to qualifying patients and personal caregivers at the OMMD upon request.

Advertising materials will not include any statement, design, representation, picture, or illustration that encourages or represents the use of marijuana for recreational use or any other purpose other than to treat a debilitating medical condition or related symptoms for registered patients in Massachusetts.

GTI will focus on patient education, safety, and access, utilizing patient and caregiver education forums to allow those with debilitating conditions who are not already registered patients to learn about treatment options and how to get through the medical DPH process and become certified patients. Without violating the prohibition on Certifying Physicians and RMDs sharing a financial interest (105 CMR 725.010(K)) GTI will work with physicians on ensuring that patients in the Amherst area are aware of treatment options and locations, but will not advertise in magazines such as “High Times” that advocate the non-medical (i.e., recreational) use of marijuana. GTI will offer patients marijuana for medical use, and will not perpetuate the perception that the medical use of marijuana program is nothing but a deceptive way of allowing recreational marijuana use under the guise of medical. Additionally, given that the DPH maintains a list of RMDs (OMMDs) in the Commonwealth accessible on the DPH webpage, and that patients must register with the DPH online, GTI does not believe that extensive marketing will be required.

RECEIVING PRODUCT

GTI anticipates transporting marijuana and marijuana products from its cultivation and

processing facility. Deliveries will be made by GTI agents pursuant to the Security and Operational Plan developed in accordance with 105 CMR 725.00, and shall be made on an as-needed basis to minimize risks associated with transportation.

The product will arrive from GTI's cultivation facility in an unmarked, secured, GPS-tracked vehicle (approximately the size of a small mini-van). The non-driving agent will call shortly in advance with the specific time of arrival, at which point GTI's dispensary agents will prepare for the delivery. The security agent will either roam the property or view a screen with all cameras on site while the delivery occurs. The secured vehicle will enter the sally port and the sally port door will close behind the vehicle. The interior and exterior of the sally port are monitored by video surveillance. GTI's dispensary agents will move the product from the vehicle to a Limited Access Area within the dispensary, and confirm that the product delivered matches the shipping manifest, obtaining the necessary signatures on that manifest. The products will then be entered into the electronic inventory tracking system, and placed in the secured vault. The delivery vehicle will then exit the sally port after receiving clearance from the security agent monitoring the exterior.

DELIVERING PRODUCT

GTI anticipates delivering marijuana and MIPs to the principal residence of registered patients and registered personal caregivers. Such deliveries will only occur during the OMMD's hours of operation. For home delivery, each patient order will be packaged and labeled according to DPH regulations at the cultivation and processing facility. A minimum of two (2) dispensary agents will staff the transport vehicle for home deliveries.

In order to be eligible for home delivery, a qualifying patient or personal caregiver must first be verified by GTI either: (i) by the patient or caregiver going to the OMMD and providing their DPH-issued registration card and a second, valid form of identification. GTI will then confirm the patient's or caregiver's identity, and confirm that they have a valid certification, and are registered with the Medical Use of Marijuana Program; or (ii) if a patient is unable to access the OMMD, a dispensary agent will verify the patient's identity, their registration with the program, and valid certification by meeting with the patient and viewing the necessary identification and documentation. Then, the agent will contact GTI to confirm that the patient has a valid certification and is registered with the DPH. If a home delivery is going to be made to a personal caregiver's primary address, the caregiver must first be verified at the OMMD.

Using a delivery vehicle as described above, when the agents are approximately five (5) minutes away from the delivery destination, the non-driving agent ("Agent Two") will telephone the delivery site to inform them of the impending arrival; that agent will also telephone a security agent of their impending arrival at the principal residence. At the moment of arrival, Agent Two will telephone the registered qualifying patient or caregiver to inform them of the arrival. The patient or caregiver will verify safety, and direct Agent Two to exit the delivery vehicle. Agent Two's GTI identification badge will be displayed in plain view for verification to the qualifying patient or caregiver, and s/he will also verify patient or caregiver credentials, where the patient or caregiver must be able to produce the DPH-issued registration card and the second, valid form of

identification. Failure to produce such documentation will result in a termination of the home delivery transaction and recording of same. Agent Two will call the security agent and verify safe arrival. Once safely inside the residence, Agent Two will unlock the transport box, provide the qualifying patient or caregiver the packaging invoice. The patient or caregiver will verify the accuracy of the delivery as described on the invoice, will initial each line item on the invoice, and then sign at the bottom of that invoice to indicate receipt of the product as documented. All documentation will be placed back within the transport box, and Agent Two will return with the box to the delivery vehicle, ultimately returning to GTI.

If there is any marijuana or MIPs left in the vehicle upon the completion of home deliveries, the dispensary agents delivering the marijuana or MIPs must immediately return to the OMMD and re-weigh, re-inventory, and account for, on video, all marijuana or MIPs.

When leaving the patient or caregiver location, the driving agent will perform a security check of the immediate vicinity prior to the non-driving agent's return to the delivery vehicle, and will give an "all-clear" signal to the non-driving agent. Once inside the vehicle, Agent Two will call the Site to inform a security agent of completed delivery, will confirm that the phone and GPS Tracking program are active for the return trip. The delivery vehicle will return to GTI using an approved, randomized route without any stops. Any changes in the preplanned route require a telephone call with the Site. When the delivery vehicle is approximately five (5) minutes away from the Site, the non-driving agent will telephone the security agent to prepare for arrival.

For additional detail on the specific logistics and effectuation plan of such home deliveries, please see the response to DPH Section 725.110(E)(11) of the Security and Operation Plan, provided in the submission packet.

GTI Massachusetts NP Corporation
Off Site Medical Marijuana Dispensary
169 Meadow Street • Amherst, MA

SECURITY AND OPERATIONAL PLAN

The following security and operational plan meets and exceeds the requirements set forth in **105 CMR 725.110** – Security Requirements for Registered Marijuana Dispensaries (“RMD”).

Section 725.110 (A) – Requirement: A RMD shall implement sufficient security measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the RMD. Security measures to protect the premises, registered qualifying patients, personal caregivers, and dispensary agents of the RMD must include but are not limited to the following.

Response: GTI-Massachusetts NP Corporation (“GTI”) will implement a comprehensive Security Plan (the “Plan”) that provides details on how GTI will ensure that its medicine, assets, and agents located in Amherst, Massachusetts (“Site”) are secured against external threats. For security reasons, the comprehensive Security Plan is not publicly available. Key elements of this Plan are summarized below.

Section 725.110(A)(1) – Requirement: Allow only registered qualifying patients, personal caregivers, dispensary agents, persons authorized by 105 CMR 725.105(P), and, subject to the requirements of 105 CMR 725.110(C)(4), outside vendors, contractors, and visitors, access to the RMD.

Response: GTI will limit access to the Site to registered qualified patients, personal caregivers, GTI agents, persons authorized by the Department of Public Health (“DPH”), and select outside vendors, contractors and visitors. All GTI agents will be required to visibly wear a GTI identification badge at all times while on-site and when making deliveries. All outside vendors, contractors, patients, caregivers, and visitors must obtain a visitor identification badge prior to entering a Limited Access Area, and shall be escorted at all times by a GTI agent authorized to enter the Limited Access Area. The visitor identification badge must be visibly displayed at all times while the visitor is in any Limited Access Area. All visitors must be logged in and out, and that log shall be available for inspection by the DPH at all times. All visitor identification badges shall be returned to GTI upon exit.

Section 725.110(A)(2) – Requirement: Prevent individuals from remaining on the premises of the RMD if they are not engaging in activity expressly or by necessary implication permitted by the Act and 105 CMR 725.000.

Response: GTI will employ security agents who will routinely patrol the perimeter of the Site and grounds to prevent loitering, nuisance activity, or crime. Security agents will be

trained prior to deployment in industry standards and crime prevention. Security agents will ensure that only eligible patients who comply with the GTI Code of Conduct and other GTI policies are served, and will patrol the area to ensure non-diversion and prevent use of medicine in public areas. At least one (1) security agent will be on Site during hours of operation.

Section 725.110(A)(3) – Requirement: Dispose of marijuana in accordance with 105 CMR 725.105(J), in excess of the quantity required for normal, efficient operation as established in 105 CMR 725.105(G)(1).

- Response: Waste from the Site consisting of marijuana or marijuana products will be transported to the cultivation facility and properly disposed of pursuant to 105 CMR 725.105(J). Solid waste generated at the cultivation facility will be disposed of in one of the following ways:
 - Through incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection (“DEP”) witnessed and documented by no fewer than two (2) GTI agents.
 - Disposal in a landfill holding a valid permit issued by the DEP or by the appropriate state agency in the state in which the cultivation facility is located witnessed and documented by no fewer than two (2) GTI agents.
 - Grinding and incorporating the medical marijuana waste with solid wastes such that the resulting mixture renders the medical marijuana waste unusable. Once such medical marijuana waste has been rendered unusable, it will be either disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency or, if the material mixed with the medical marijuana waste is organic material as defined in 310 CMR 16.02, the mixture will be composted at an operation that is in compliance with the requirements of 310 CMR 16.00.

When marijuana or marijuana infused products (“MIP”) are disposed of, GTI will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. Disposal records will be kept for at least two (2) years.

Section 725.110(A)(4) – Requirement: Establish Limited Access Areas accessible only to specifically authorized personnel, which shall include only the minimum number of employees essential for efficient operation.

Response: GTI will establish Limited Access Areas accessible only to specifically authorized agents. GTI will post the following statement (at a minimum size of 12” x 12” with lettering no smaller than 1” in height) at all areas of ingress or egress to identify

Limited Access Areas: “Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only.”

GTI will provide all agents with varying levels of access to Limited Access Areas depending on their position. For example, the GTI Chief Executive Officer and the Chief Operating Officer, along with the on-site General Manager, will have access to all areas of the Site, including all Limited Access Areas. Other agents will be limited to only those areas directly related to their department and position within their department.

Section 725.110(A)(5) – Requirement: Store all finished marijuana in a secure, locked safe or vault and in such a manner as to prevent diversion, theft, and loss.

Response: GTI will store all marijuana and marijuana containing products at the Site in a secured vault room that is climate-controlled and monitored 24-hours a day, for both security and changes in environment (temperature and humidity). GTI will store cash and other valuables in a secure safe located inside the designated vault room.

Access to the vault room and safe will be restricted and monitored through the use of electronic locks. Only select agents will have access to these areas. This will be monitored through agent credentials.

Section 725.110(A)(6) – Requirement: Keep all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing, or storage of marijuana and MIPs securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

Response: GTI will keep all safes and vaults securely locked and protected from entry via electronic locks, except for the actual time required to remove or replace marijuana, as conducted by authorized agents.

Section 725.110(A)(7) – Requirement: Keep all locks and security equipment in good working order.

Response: GTI will keep all locks and security equipment in good working order, via regular inspections and testing, not to exceed thirty (30) calendar days from the previous inspection and test.

Section 725.110(A)(8) – Requirement: Prohibit keys, if applicable, from being left in the locks, or stored or placed in a location accessible to persons other than specifically authorized personnel.

Response: GTI will use electric locks with associated card readers to manage exit and entry into Limited Access Areas. GTI will restrict the availability of access cards only to authorized agents, which will reduce the risk of access by unauthorized agents. All access cards must be returned to security agents at the end of each shift to ensure proper and safe storage.

Section 725.110(A)(9) – Requirement: Prohibit accessibility of security measures, such as combination numbers, passwords, or electronic or biometric security systems, to persons other than specifically authorized personnel.

Response: GTI will protect the confidentiality of GTI security measures, such as combination numbers, passwords, and electronic lock activators, against threats from unauthorized agents.

Section 725.110(A)(10) – Requirement: Ensure that the outside perimeter of the RMD is sufficiently lit to facilitate surveillance.

Response: GTI will install sufficient motion-sensored lighting outside of the Site for use each day between sunset and sunrise that adequately illuminates the Site and its surrounding areas, including the parking and entry areas. Exterior lighting will be installed near video surveillance devices to ensure proper illumination for the identification of people, vehicles and license plates within fifty (50') feet of the buildings. The outdoor lighting will be downcast to focus light away from adjacent properties. Sufficient exterior lighting will serve as a deterrent against robbery and burglary.

Section 725.110(A)(11) – Requirement: Ensure that trees, bushes, and other foliage outside of the RMD do not allow for a person or persons to conceal themselves from sight.

Response: External landscaping plans will minimize potential security threats posed by trees, bushes, and other foliage, while still promoting an aesthetic for the facilities that blends with the surrounding community.

Section 725.110(A)(12) – Requirement: Develop emergency policies and procedures for securing all product following any instance of diversion, theft, or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary.

Response: GTI will implement security policies and procedures providing detailed instructions for securing all product following any instance of diversion, theft, or loss of marijuana, and for conducting an assessment to determine whether additional safeguards are necessary. These instructions mandate close coordination with local law enforcement and the DPH.

Section 725.110(A)(13) – Requirement: Develop sufficient additional safeguards as required by the Department for RMDs that present special security concerns.

Response: GTI is not aware, at this time, of any special security concerns pertaining to its proposed Site.

Section 725.110(A)(14) – Requirement: A RMD shall comply with all local requirements regarding siting, provided however that if no local requirements exist, a RMD shall not be sited within a radius of five hundred (500') feet of a school, daycare center, or any facility in which children commonly congregate. The five hundred (500') foot distance under this section is measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed RMD.

Response: GTI will comply with all local and state siting requirements. Specifically, the building on the Site is located greater than three hundred (300') feet from the nearest structure, thereby exceeding the requirements found in the Amherst Zoning Bylaw section 3.360.41(3)(e)(1).

LIMITED ACCESS AREAS

Section 725.110 (C)(1) – Requirement: All Limited Access Areas must be identified by the posting of a sign that shall be a minimum of 12” X 12” and which states: “Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only” in lettering no smaller than 1 inch in height.

Response: GTI will post the following statement (at a minimum size of 12” x 12” with lettering no smaller than 1 inch in height) at all areas of ingress or egress to identify limited-access areas: “Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only.”

Section 725.110 (C)(2) – Requirement: All Limited Access Areas shall be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the DPH, reflecting walls, partitions, counters, and all areas of entry and exit. Said diagram shall also show all propagation, vegetation, flowering, processing, production, storage, disposal, and retail sales areas.

Response: With this Application submission, GTI has provided to the Town of Amherst a diagram of the Site, reflecting walls, partitions, counters, and all areas of entry and exit (the “Floor Plan”). Notably, this Floor Plan is confidential pursuant to M.G.L. c. 4, §7(26)(n). Disclosure of this Floor Plan is not in the best interest of the public because it relates to security, and is proprietary. The Town of Amherst Building Department, Planning Department, Police Department and Fire Department will have an opportunity to review this Floor Plan and shall maintain a confidential copy. Any contemplated modification to the Floor Plan will be provided to the Amherst Building, Police, and Fire Departments immediately.

Section 725.110 (C)(3) – Requirement: A dispensary agent shall visibly display an identification badge issued by the RMD at all times while at the RMD or transporting marijuana.

Response: All GTI agents will be required to visibly wear a GTI identification badge at all times while on-site and when making transporting marijuana or marijuana products.

Section 725.110 (C)(4) – Requirement: All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a Limited Access Area, and shall be escorted at all times by a GTI agent authorized to enter the Limited Access Area. The visitor identification badge must be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out, and that log shall be available for inspection

by the Department at all times. All visitor identification badges shall be returned to GTI upon exit.

Response: GTI will limit access to the Site to authorized individuals. All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a Limited Access Area; the visitor identification badge must be visibly displayed at all times while the visitor is in any Limited Access Area. All visitors must be logged in and out, and that log shall be available for inspection by the DPH at all times. All visitor identification badges shall be returned upon exit. For added security, GTI will require that a security agent accompany any non-GTI agent if a non-GTI agent needs to enter an enclosed, locked area where marijuana is stored.

SECURITY AND ALARM SYSTEMS

Section 725.110(D)(1) – Requirement: A RMD shall have an adequate security system to prevent and detect diversion, theft, or loss of marijuana or unauthorized intrusion, utilizing commercial grade equipment, which shall, at a minimum include:

Section 725.110(D)(1)(a) – Requirement: A perimeter alarm on all entry points and perimeter windows.

Response: GTI will feature an alarm system on all entry points and windows.

Section 725.110(D)(1)(b) – Requirement: A failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of the RMD within five minutes after the failure, either by telephone, email, or text message.

Response: The electronic monitoring system for GTI will include a failure notification system that provides both an audio and visual notification should a failure in the electronic monitoring system occur. Additionally, senior management, including the Chief Executive Officer, Chief Operating Officer, and Manager of the Site will receive email/text notification of the system failure within five (5) minutes after the failure.

Section 725.110(D)(1)(c) – Requirement: A duress alarm, panic alarm, or holdup alarm connected to local public safety or law enforcement authorities.

Response: GTI will install a “duress alarm” (silent alarm to signal alarm user being forced to turn off system), a “holdup alarm” (robbery in progress), and a “panic alarm” (life threatening or emergency situation). Alarms will be coordinated with local law enforcement.

Section 725.110(D)(1)(d) – Requirement: Video cameras in all areas that may contain marijuana, at all points of entry and exit, and in any parking lot, which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas, and areas where marijuana is stored, handled, or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the RMD or area.

Response: The building will be well illuminated and video cameras will be at all entry and exit points as well as the parking lot, so as to allow for the capture of clear and certain identification of any person entering or exiting the Site. Also, video cameras will be positioned in all areas that contain marijuana including the storage safe.

Section 725.110(D)(1)(e) – Requirement: Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the DPH upon request and that are retained for at least ninety (90) calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the RMD is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information.

Response: Video recording will be operational twenty-four (24) hours a day/seven (7) days a week. Videos will be retained for a minimum of ninety (90) days or unless requested longer by appropriate authority.

Section 725.110(D)(1)(f) – Requirement: The ability to immediately produce a clear, color, still photo (live or recorded).

Response: GTI will maintain a high-quality printer in the security viewing area that is capable of immediately producing a clear still photo from any video camera image.

Section 725.110(D)(1)(g) – Requirement: A date and time stamp embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture.

Response: GTI will embed a date and time stamp on all recordings. The date and time will be synchronized and set correctly and will not significantly obscure the picture.

Section 725.110(D)(1)(h) – Requirement: The ability to remain operational during a power outage.

Response: Video cameras will be supported by a backup power source, ensuring their ability to remain operational during a power outage.

Section 725.110(D)(1)(i) – Requirement: A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

Response: GTI's surveillance system will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.

Section 725.110(D)(2) – Requirement: All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction, and alterations.

Response: GTI will maintain all security system equipment and recordings in a secure location so as to prevent theft, loss, destruction, and alterations. This will be a Limited Access Area featuring electronic locks that allow restricted access to select authorized GTI agents, such as the Head of Security and Chief Executive Officer, as well as law enforcement authorities and the DPH.

Section 725.110(D)(3) – Requirement: In addition to the requirements listed in 105 CMR 725.110(D)(1) and (2), the RMD shall have a back-up alarm system, with all capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.

Response: GTI will have a back-up alarm system, with all capabilities of the primary system, which shall not be installed/monitored by the same company as the primary security system.

Section 725.110(D)(4) – Requirement: Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities acting within their lawful jurisdiction, security system service personnel, and the Department. A current list of authorized employees and service personnel that have access to the surveillance room must be available to the Department upon request. If on-site, surveillance rooms shall remain locked and shall not be used for any other function.

Response: The video surveillance system will have the capability to record, archive and play back video feed for a minimum of thirty (30) days. The system will be internet-based, providing greater flexibility, with the use of high-resolution megapixel cameras, and multiple streams for efficient operations and quick investigations. The electronic recording system hub and all recordings will be stored in a locked, tamper-proof compartment within the security viewing area. This will be a Limited Access Area with entry restricted only to select authorized GTI agents, such as the Head of Security and Chief Executive Officer, as well as law enforcement authorities and the DPH. A current list of authorized agents and service personnel that have access to the surveillance room will be available to the DPH upon request.

Electronic locks will be used to secure the security viewing area, access will only be granted authorized GTI agents.

Section 725.110(D)(5) – Requirement: All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed thirty (30) calendar days from the previous inspection and test.

Response: GTI will ensure all security equipment is in good working order via regular inspections and testing, not to exceed thirty (30) calendar days from the previous inspection and test.

**REGISTERED MARIJUANA DISPENSARY TRANSPORTATION OF MARIJUANA
AND MIPS**

Section 725.110(E)(1) – Requirement: Only a dispensary agent may transport marijuana or MIPS on behalf of a RMD, whether between RMDs, RMD sites, or to registered qualifying patients or personal caregivers.

Response: GTI will use only highly trained agents to transport marijuana or MIPS between the Site in Amherst and the cultivation facility or to registered qualifying patients or personal caregivers if permitted by the Town of Amherst.

Section 725.110(E)(2) – Requirement: A RMD shall:

- a) Weigh, inventory, and account for on video all marijuana to be transported prior to its leaving the origination location;
- b) Re-weigh, re-inventory, and account for on video all marijuana transported, within eight hours after arrival at the destination RMD except in the case of home delivery pursuant to 105 CMR 725.110(E)(11);
- c) Document and report any unusual discrepancy in weight or inventory to the Department and local law enforcement within twenty-four (24) hours;
- d) Complete a shipping manifest in a form and manner determined by the Department, for retention by the origination location, and carry a copy of said manifest with the products being transported; and
- e) Securely transmit a copy of the manifest to the receiving RMD prior to transport except in the case of home delivery pursuant to 105 CMR 725.110(E)(11).

Response: Orders placed from the Site to the cultivation facility, and from qualifying patients, or personal caregivers for home delivery will be routed to a GTI agent designated to processing orders for delivery. The agent will then package the order in a designated room. When the order is complete, the agent will inform the agents responsible for transportation of a delivery (which may or may not be the same calendar day).

A collaborative review by an agent designated to processing orders for delivery, and the delivery agents is needed to review and crosscheck all products against the packaging invoice prior to packing the transportation box.

Each packaging invoice will contain the following information, which will be verified by both parties on video and signed off on by each party on the invoice copy:

- Quantity of product by variety and form (form relating to raw flower buds, concentrates or a particular MIP).
- Price per unit of each product.
- Date of delivery and estimated time of delivery.
- Product documentation on each variety shipped with laboratory testing results.
- The name (which must be initialed) by the designated agent who prepared and packaged the items being delivered.

- The name of the RMD, phone number, designated agent name and agent's private cell phone number (in case of emergency) are listed on the invoice.

Once the verification is complete, the order will be placed in the transport box. The designated agent will then lock the transport box for delivery. A copy of the packaging invoice will accompany the transport.

Section 725.110(E)(3) – Requirement: A RMD shall retain all shipping manifests for no less than one (1) year and make them available to the DPH upon request.

Response: GTI will retain all packaging invoices (i.e., shipping manifests) for no less than one (1) year and will make them available to the DPH upon request.

Section 725.110(E)(4) – Requirement: A RMD shall ensure that marijuana is:

- a) Transported in a secure, locked storage compartment that is part of the vehicle transporting the marijuana;
- b) Not visible from outside the vehicle; and
- c) Transported in a vehicle that bears no markings that indicate that the vehicle is being used to transport marijuana nor indicates the name of the RMD.

Response: It is the policy of GTI to be as inconspicuous as possible when delivering product and to avoid drawing attention to any vehicle for the safety of the GTI agents and registered patients or caregivers. GTI vehicles will bear no markings that indicate that the vehicle is being used to transport marijuana nor the GTI name. Additionally, vehicles with excessive bumper stickers, extra-large tires, tinted windows, unusual paint color, pinstriping, or raised chassis are not permitted to be used for transport, as they will only draw unwanted attention. Marijuana will be secured and transported so as not to be visible from outside the vehicle.

GTI will use locked transport boxes to deliver products. The Chief Executive Officer and Chief Operating Officer will each have a set of keys, and a separate set will be given to the agent responsible for inventory and to agents providing delivery on an as-needed basis. The agents will deliver the product to the Site, registered qualifying patient, or personal caregiver, who will unlock it in view of the agent receiving the delivery for the Site, the registered qualifying patient, or personal caregiver and remove all items. This reduces liability on GTI's part and circumvents agent theft of products.

GTI will be using specially designed transport boxes with two separate embedded locks designed by security specialists. The transport boxes are designed to be the strongest and most durable in the industry. They are currently in use in industrial construction companies, and art and jewelry dealers for shipping precious cargo that requires ultimate security.

The transport box is constructed with heavily reinforced 16-gauge steel construction and a flat exterior, eliminating exposed handles. Dual locks are in recessed areas, making it

impossible to attempt to cut locks off. Heavy-duty locking arms support the lid, and all hinges are welded on the inside of the box for extra security.

Locks are reinforced, and the laminated steel body adds strength and durability. Patented dual-locking levers offer added protection from prying and hammering, while the 7/16" hardened alloy shackle makes it tough to cut or saw off the box. Each lock is independent of the other and requires a separate key to open, thus preventing a lost key from opening the box.

The transport box will be stored within a secure, locked storage compartment that is part of the vehicle transporting the product.

During all transport, a high-powered GPS tracking device is placed inside the box and can be monitored in real-time on both the web and any smart phone that has internet and browser capability. In the unlikely event of a loss, GTI can work in conjunction with law enforcement to trace the missing box. Due to the unique heavy-duty construction and locks, it would take several hours for any unauthorized person to get into the box, which is enough lead time to trace down the culprit using GPS.

Section 725.110(E)(5) – Requirement: Any vehicle transporting marijuana shall travel directly to the receiving RMD and shall not make any stops except in the case of home delivery pursuant to 105 CMR 725.110(E)(11). In case of an emergency stop, a detailed log must be maintained describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle.

Response: GTI agents will travel directly to and from the Site in Amherst, and patient homes with no stops permitted, except in the case of an emergency. In case of an emergency stop (such as those described above, as well as others), a detailed log will be maintained describing the reason for the event, the duration, the location, and any activities of agents exiting the vehicle. Vehicles must have more than a half-tank of gas prior to departing the cultivation facility or the Site. If the fuel level is less than half of a tank, it must be refueled prior to loading.

Section 725.110(E)(6) – Requirement: A RMD shall ensure that all delivery times and routes are randomized.

Response: GTI policies regarding delivery schedules are as follows:

- Times for delivery are not set up on a weekly timed schedule. For security reasons, the days of the week and times are randomized to thwart any possibility of robbery.
- Delivery times are appointed according to agent schedules, inventory needs at the Site, and patient needs.
- Deliveries of product are not announced on any calendar at the Site or at the cultivation facility, nor are they put into any online calendar for view by the general public.

- Delivery routes are randomized for security purposes. Prior to making the first delivery, it is the responsibility of the delivery agents to do a “test-run” on various streets to find potential routes that are efficient in traffic and well-traveled.

Section 725.110(E)(7) – Requirement: A RMD shall staff all transport vehicles with a minimum of two (2) dispensary agents. At least one (1) dispensary agent shall remain with the vehicle at all times that the vehicle contains marijuana.

Response: GTI will staff the delivery vehicle with a minimum of two (2) GTI agents who are specifically trained to perform deliveries. At least one (1) agent will remain with the vehicle at all times that the vehicle contains marijuana.

Section 725.110(E)(8) – Requirement: Each dispensary agent shall have access to a secure form of communication with personnel at the sending site at all times that the vehicle contains marijuana.

Response: Agents will be required to carry smart phones such as iPhones, Androids, Blackberrys or other devices that have GPS technology and serve as a secure form of communication with the agents at the Site at all times that the vehicle contains marijuana. Should an agent not own a phone with these features, GTI will provide a temporary-use phone.

Section 725.110(E)(9) – Requirement: Each dispensary agent shall carry his or her DPH-issued registration card at all times when transporting marijuana and shall produce it to the Department’s authorized representative or law enforcement official upon request.

Response: Each agent will carry his or her DPH-issued agent ID registration card at all times when transporting marijuana and will produce it to the DPH’s authorized representative or law enforcement official upon request.

Section 725.110(E)(10) – Requirement: A RMD shall report to the DPH and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents pursuant to 105 CMR 725.110(F), that occur during transport, within 24 hours.

Response: GTI will report to the DPH and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents pursuant to 105 CMR 725.110(F), that occur during transport, within twenty-four (24) hours. GTI’s security policies and procedures will contain detailed instructions for how agents should respond if stopped by law enforcement, are involved in an accident, and/or experience diversion.

Section 725.110(E)(11) – Requirement: Home delivery of marijuana to a registered qualifying patient or a personal caregiver shall be conducted in accordance with 105 CMR 725.105(F) and 105 CMR 725.110(E).

Response: Arrival at the delivery destination will be carried out as follows:

- When the agents are approximately five (5) minutes away from the delivery destination, the non-driving agent, Agent Two, will telephone the Site, registered

qualifying patient or personal caregiver to inform them of the impending arrival and a security agent of the arrival.

- At the moment of arrival, Agent Two will telephone the registered qualifying patient or personal caregiver to inform them of arrival.
- For home deliveries, the registered qualifying patient or personal caregiver will verify safety and direct Agent Two to exit the delivery vehicle.
- At this time, Agent Two will display the GTI ID badge in plain view for verification to the registered qualifying patient or personal caregiver.
- Likewise, Agent Two will verify patient or caregiver credentials, including personal identification prior to removing the transport box from the vehicle.
- If there are any unfamiliar faces present, or if credentials do not match, the agent will exit the premises and return to the delivery vehicle.
- After verification, Agent Two will remove the transport box from the vehicle and enter the delivery location.
- Agent Two will call a designated agent of GTI (e.g. security agent) and verify his/her safe arrival.
- Once safely inside, the agent will unlock the transport box.
- In the case of home delivery, Agent Two will provide the registered qualifying patient or personal caregiver with a copy of the packaging invoice. The patient or caregiver will verify the accuracy of the delivery as described on the packaging invoice, will initial each line item on the invoice, then place his/her full signature at the bottom of the invoice to indicate receipt of the merchandise as documented on the packaging invoice.
- All documentation will be placed back in the locked transport box to prevent document-tampering.
- Agent Two will take the transport box back to the transport vehicle and return to GTI.

Leaving the patient location will include the following process:

- Agent Two will call the Site to inform a security agent of a completed delivery and that the agents are on route to the Site.
- Agent Two will verify that the phone and GPS Tracking program are active for the return trip.
- In the case of a home delivery, Agent One will be notified by Agent Two to perform a security check of the immediate vicinity prior to Agent Two leaving the location with the empty transport box.
- Once Agent One gives the all-clear signal, Agent Two will exit the location and place the transport box into the delivery vehicle.
- When Agent Two is safely in the locked vehicle, he/she will telephone the Site to inform them transport is ready to depart the location and return to the Site.
- The agents will return to GTI using an approved randomized route without any stops.

- The agents must telephone GTI for any changes in the preplanned route back to the Site.
- When the agents are approximately five (5) minutes from the Site, Agent Two will telephone security agents so that agents at the Site can prepare for the delivery vehicle to arrive.

Section 725.110(E)(12) – Requirement: Each vehicle used for transport of marijuana shall have a global positioning system monitoring device that is monitored by the RMD during transport.

Response: Agents will be required to carry smartphones such as iPhones, Androids, Blackberrys or other devices that have GPS technology and serve as a secure form of communication with the agents at the Site at all times that the vehicle contains marijuana. Should an agent not own a phone with these features, GTI will provide a temporary-use phone.

The purpose of smart phones is to use the GPS Tracker application from an application such as AppBrain.com. The application will allow agents at the Site to track routes used by the agents for expected arrival times at drop-off locations and in the case of an emergency. This is a safety measure for GTI’s agents and also a deterrent so that agents do not take any unpermitted side trips.

INCIDENT REPORTING

Section 725.110(F)(1) – Requirement: A RMD shall immediately notify appropriate law enforcement authorities and the DPH within twenty-four (24) hours after discovering the following:

- a) Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the RMD or a dispensary agent;
- b) Any suspicious act involving the sale of marijuana by any person;
- c) Unauthorized destruction of marijuana;
- d) Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
- e) An alarm activation or other event that requires response by public safety personnel;
- f) The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours; and
- g) Any other breach of security.

Response: GTI will immediately notify appropriate law enforcement authorities and the DPH within twenty-four (24) hours after discovering incidents involving material inventory discrepancies, compromises to GTI’s security equipment, threats and acts of violence and security-related incidents such as theft, loss, vandalism, malicious or unauthorized use of company equipment or facilities, and allegations of agent misconduct.

Section 725.110(F)(2) – Requirement: A RMD shall, within ten (10) calendar days, provide written notice to the DPH of any incident described in 105 CMR 725.110(F)(1), by submitting an

incident report in the form and manner determined by the DPH, which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.

Response: Within ten (10) calendar days of an incident, as noted above, GTI will submit an incident report detailing the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.

Section 725.110(F)(3) – Requirement: All documentation related to an incident that is reportable pursuant to 105 CMR 725.110(F)(1) shall be maintained by a RMD for no less than one year and made available to the Department and to law enforcement authorities acting within their lawful jurisdiction upon request.

Response: GTI will maintain all documentation related to a reported incident for no less than one (1) year and will make this information available to the DPH and law enforcement authorities upon request.

SECURITY SYSTEM AUDIT

Section 725.110(G) – Requirement: A RMD must, on an annual basis, obtain at its own expense a security system audit by a vendor approved by the DPH. A report of such audit must be submitted, in a form and manner determined by the DPH, no later than thirty (30) calendar days after the audit is conducted. If the audit identifies concerns related to the RMD's security system, the RMD must also submit a plan to mitigate those concerns within ten (10) business days of submitting the audit.

Response: GTI will undertake an annual security system audit using a DPH-approved vendor. The findings of this audit will be submitted to the Department no later than thirty (30) days after the audit is conducted. GTI will also submit all necessary plans detailing how any findings will be mitigated within ten (10) business days of submitting the audit.

GTI Massachusetts NP Corporation
Off Site Medical Marijuana Dispensary
169 Meadow Street • Amherst, MA

COMPANY OVERVIEW

GTI-Massachusetts NP Corporation (“GTI”) is a partnership of accomplished professionals, business people, world-class entrepreneurs, and philanthropists who are committed to the patients and communities they serve. GTI’s leaders have proven experience adhering to sustainable business practices and a deep understanding of the legal environment and regulatory requirements surrounding medical marijuana. GTI is dedicated to ensuring that its efforts positively impact the Amherst community and to serving patients in need of quality medicine. Currently, GTI operates two medical cannabis cultivation facilities and one dispensary in Illinois’ highly-regulated Illinois Medical Cannabis Pilot Program. In addition, GTI applied for medical cannabis cultivation, processing, and dispensing licenses from the Natalie M. LaPrade Maryland Medical Cannabis Commission.

GTI has a track record of investing in the communities where it operates, from hiring area residents and contractors to locally sourcing supplies. Specifically:

- At all of its Illinois facilities, GTI used local contractors for facility construction and hires area residents to carry out daily operations.
- GTI generates a variety of jobs in each community in which it operates, such as growers, trimmers, packagers, security officers, and transportation agents, which creates an economic ripple effect throughout the area.
- GTI emphasizes employing veterans as well as developmentally and physically disabled individuals.
- GTI uses locally-sourced supplies for its business needs; GTI has a proven track record of sourcing supplies within 150 miles of its operating businesses to best utilize the resources in its backyard by partnering with local and regional suppliers.

GTI has demonstrated its long-term commitment to philanthropy. A few of the endeavors that GTI’s founders are most proud of and continue to focus on are:

- GTI's founders have raised significant dollars to support groundbreaking medical research in order to advance the understanding, detection, and treatment of many life-altering ailments like cancer, diabetes, and gastrointestinal disease.
- GTI's founders are deeply entrenched in servicing the disabled community through the Judd Goldman Adaptive Sailing Foundation and the Rehabilitation Institute of Chicago.
- GTI's founders support educational opportunities by funding multiple scholarships at Universities across the country.
- A GTI founder supports those in need of workforce training through The Cara Program, one of the largest programs in the Midwest dedicated to combatting poverty and homelessness.
- A GTI founder is the co-founder and leader of Invest for Kids, which in the last 6 years has generated more than \$8 million to benefit more than 33 youth organizations, helping 85,000 children.

GTI is committed to ensuring that all of its facilities are safe and secure. Through a partnership with Hillard Heintze, one of the nation's leading security risk management firms, and career law enforcement executive and former Chief of Capitol Police Terrance Gainer, GTI's facilities and operations are among the most secure in the nation.

- Chief Terrance Gainer had a distinguished career in law enforcement and security innovations worldwide.
- Chief Gainer led a force of nearly 2,000 personnel as the Chief of the Capitol Police in Washington D.C. before being appointed U.S. Senate Sergeant at Arms for the US Senate. Chief Gainer was the longest serving U.S. Sergeant at Arms in U.S. history.
- Chief Gainer currently serves as the Chief Security Officer for GTI and as senior security advisor in the Mid-Atlantic region for Securitas USA based in Frederick, Maryland.
- Hillard Heintze has a proven track record of identifying security-related risks and creating actionable and comprehensive security plans.
- Hillard Heintze has provided strategic security assessments and guidance to organizations such as the U.S. Department of Homeland Security, the U.S. Congress, and the Chicago 2012 NATO Summit.

LEADERSHIP

Peter Kadens – CEO, Director

Peter is a serial entrepreneur with nearly 12 years of experience running businesses. Peter has started 4 companies in the last 12 years with over 1,000 employees. Peter is the founder and former President of SoCore Energy, one of the largest



commercial solar developers in the US. After creating SoCore in 2008, Peter transformed the company with his innovative approach to the production of renewable generation. SoCore currently operates in 17 states around the United States.

Peter is also a founding partner of GTI-Clinic Illinois Holdings, LLC (GTI Illinois), a medical cannabis company that was awarded 3 cultivation licenses and 1 dispensary license in Illinois. From 2012 to present, Peter has served as the Chairman and Vice Chairman of the Board of Directors of StreetWise, a Chicago based non-profit that is one of the largest homeless aid organizations in the Midwest. Peter is also the Vice Chairman of The Cara Program, one of the largest non-profit workforce training programs in the Midwest that focuses on preparing individuals on the verge of homelessness for employment. From 2002-2012, Peter served as Director of the non-profit Holocaust Memorial Foundation. Peter was a member of the Crain's Chicago 40 under 40 class in 2012.

Peter serves on the Board of Directors for the Chicago Innovation Awards and the Board of Advisors at the Bucknell University School of Management. Peter holds a B.A. from Bucknell University and was awarded the Bucknell University Distinguished Citizenship Alumni Award in 2010.

Anthony Georgiadis – COO, Director

Anthony is currently the COO of Wendover Art Group, a company he co-founded in 2005. With over 350 employees, Wendover is one of the largest manufacturers of framed art and mirrors in the US, supplying products and services to large national retailers. In addition, Wendover is a contracted supplier with hospitality chains including Marriott, Intercontinental Hotel Group, and Hilton. As COO, Anthony plans and directs operational policies, objectives, and initiatives. He is responsible for ensuring that operations are performed in compliance with local, state, and federal regulations and laws. Anthony also works alongside other corporate officers overseeing the development of various operational departments in order to promote communication and adequate information flow to ensure future growth.



Anthony holds a B.A. in Economics and Finance and a minor in Mathematics from Bucknell University, where he graduated magna cum laude.

Ben Kovler – CFO, Director

Ben Kovler is the CEO of GTI-Clinic Illinois, a medical cannabis company that operates two of the eighteen cultivation centers and one



of the fifty-five dispensaries in Illinois. In addition, Ben is the chief investment officer of JK Management, a Chicago-based investment partnership company. Ben has extensive experience managing complex investment portfolios and has a proven track record working with small businesses and managing teams. As lead investor in a number of transactions, he has led due diligence, financing, and HR development efforts in several industries.

Ben is also co-founder and CEO of Invest For Kids (“IFK”), an annual forum that allows portfolio managers, family offices, private investors, and analysts to collaborate and share investment ideas that will benefit children. IFK has generated more than \$8 million, benefiting over 33 youth organizations and 85,000 children across Illinois. All funds raised at IFK are invested back into the community via children’s charities. Ben also serves on the board and investment committee for both the Academy for Global Citizenship and for Providence St. Mel School, the scholarship committee at the JUF, and the investment committee for the Chicago History Museum.

Ben holds a B.A. in Philosophy, Politics, and Economics from Pomona College and an M.B.A. in Accounting and Finance from The University of Chicago.

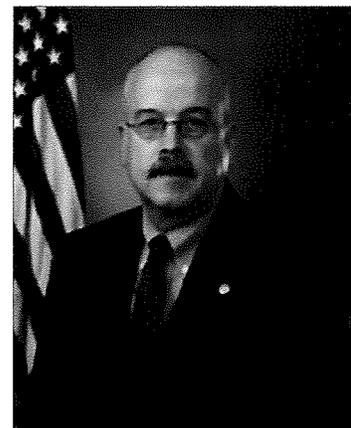
Ryan Suma - Head of Cultivation

Ryan is the General Manager and Head of Cultivation for GTI Illinois. In addition to overseeing all cultivation operations, including the training and supervision of cultivation personnel, Ryan is responsible for formulating and implementing standard cultivation practices that ensure compliance with all state and local regulations. As Head of Cultivation, Ryan has professional relationships with supply representatives allowing him to test many of the newest products in the industry and work with other licensed cultivators to expand his knowledge base on an ongoing basis. He continues to focus his attention on the medicinal uses of cannabis and has acquired the necessary skills to adapt to the ever-changing needs and demands of patients whether it be strains cultivated or cultivation methodology to ensure supply is readily available. Ryan is part of the team that develops patient education materials that address cannabis effects and potency, strain selection, dosage guidelines, and potential risks.



Terrance W. Gainer, Sr. – Head of Security

Chief Gainer has over 25 years of law enforcement and security experience and approximately 1 year of experience providing security services for cannabis for medical purposes. In 2014, he



became Chief Security Officer for GTI Illinois, a medical cannabis company that was awarded licenses for 3 cultivation centers and 1 dispensary in Illinois. Prior to GTI Illinois, Terry served as the 38th U.S. Senate Sergeant-at-Arms. Just prior to being appointed Sergeant-at-Arms, Chief Gainer was the Chief of the Capitol Police where he led a force of 2,000 personnel. He previously served as Special Assistant to the United States Secretary of Transportation, Executive Assistant Chief of Police for the Metropolitan Police Department of Washington, D.C., and Chief of the United States Capitol Police. In addition, Chief Gainer is a decorated Vietnam veteran and retired as a Captain in the United States Navy Reserve. He holds a B.A. in Sociology from St. Benedict's College, an M.S. in Management and a J.D. from DePaul University, and an Honorary Doctorate of Humane Letters from Benedictine College.

Dina Rollman – Compliance Advisor

Dina serves as Chief Compliance Officer for GTI Illinois, advising GTI on maintaining medical cannabis cultivation and dispensary operations in compliance with the Illinois Compassionate Use of Medical Cannabis Pilot Program and associated regulations. Dina is also the founder of Rollman & Dahlin LLP, a law firm focused on counseling businesses on compliance with cannabis regulations and the legal issues that they confront. Prior to founding her firm, Dina was a commercial litigation partner at Sperling & Slater, P.C., representing plaintiffs and defendants in business disputes throughout the country.



Before joining Sperling & Slater, Dina worked as an assistant inspector general for the State of Illinois Office of Executive Inspector General where she supervised investigations of employee misconduct, analyzed evidence, and recommended measures to prevent future occurrences of fraud. Before that, she practiced as a litigation associate at Sonnenschein, Nath & Rosenthal (currently known as Dentons).

Dina is the co-founder of Illinois Women in Cannabis, a not for profit networking group that promotes women's role in Illinois' medical cannabis industry. She is also on the board of the Illinois Cannabis Industry Association, the leading trade organization for medical cannabis in Illinois, and is a founding member of the Illinois Cannabis Bar Association. Dina has lectured widely on cannabis topics, addressing national trade conferences, presenting at legal seminars, and participating in Chicago Ideas Week.

Dina has a B.A. from Oberlin College and a J.D. from Northwestern University School of Law.

Matthew Levine – Director

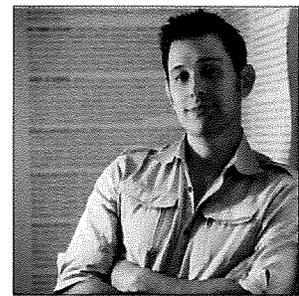
Matthew, a native of Sharon, Massachusetts, practiced labor and employment law for seven years in the Chicago office of Ogletree, Deakins, Nash, Smoak & Stewart, an AmLaw 100 firm with over 40 offices across the U.S. and Europe. He assisted clients nation-wide in the traditional and construction labor arena as well as employment litigation and compliance. Matthew stopped practicing law at the end of August 2014 to work full-time for GTI, where he helps lead the day-to-day operations of GTI's two cultivation facilities and one dispensary in Illinois.



Matthew holds a B.A. from Northwestern University and earned his J.D. at Villanova University School of Law. He was an Illinois Super Lawyer Rising Star and won the book award “For Excellence in the Study of Labor and Employment Law” sponsored by the ABA. Matt has a little brother who he originally met through Big Brother Big Sister, and he is a past president of the Associate Board for CARPLS, a legal aid organization.

David Gerzof Richard – Director

David Gerzof Richard is the founder and president of BIGfish PR, a public relations agency based in Boston, Massachusetts. He is a highly experienced marketing veteran, having helped guide B2B and B2C emerging-growth and publicly-held companies through their marketing, digital media, and communication challenges. In addition to running BIGfish, he is an angel investor, an Advisor at GreatPoint Ventures, and is a professor of digital media and marketing at Emerson College.



Prior to founding BIGfish, David served as Company Spokesperson and Corporate Communication Director for Cignal Global Communications, an international voice and data carrier he helped build in 1995. David was responsible for all external communications and marketing including media relations, web-based marketing, branding, and positioning. Cignal Global Communications was acquired by UGC's Priority Telecom in 2000.

David holds an B.A. from Boston University and a M.A. from Emerson College.

Jessica Crispo – Director

Jessica resides in Massachusetts and is a vice president with BIGfish PR. With over 10 years of experience in design and brand development at BIGfish, Jessica has created long-lasting and



sustainable brands for startups in the tech, cleantech, energy, and mobile communities. Jessica has a keen eye for identifying and analyzing the markets in which her clients operate, making her an expert in giving life to brands that will resonate with key audiences. Jessica is skilled in managing all aspects of the complex project development process from the initial concept to the successful brand launch. She has played an integral role in the creation of logos and websites for numerous companies, including GreatPoint Energy, Glori Energy, Luca Technologies, Open Blue, Phononic Devices, and Rive Technology.

Donna Levin – Director

Donna is one of the co-founders of Care.com, the world’s leading online site for helping families find and manage family care. During the course of her tenure with the company, Donna has played key roles in building and leading numerous teams. Most recently as Vice President of Operations, Donna built and launched all of the Company’s operational systems, policies, and procedures and led the way on safety protocols, playing a fundamental role in scaling the Care.com platform.

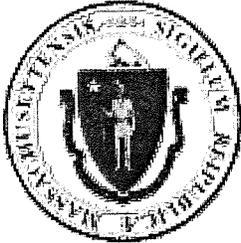


In her current role as Vice President of Public Policy, CSR, and Global Workplace Solutions, Donna is advocating for programs and changes, at both the enterprise and government levels, that will help families manage the costs and challenges of care.

Donna has a 15-year career as a social entrepreneur, including as VP of Operations at Upromise, an online service that helps families save for college. She has also held several leadership positions across a broad range of technology and start-up organizations including Furniture.com, Turning Point Software (acquired by Metamore Worldwide), and Thomson Financial.

Donna is currently on the Board for the Center for Women and Enterprise as well as Cradles to Crayons, and recently joined the Board of Overseers for WBUR, Boston’s NPR news station. In addition, she sits on the advisory board for the Boston Chamber Women's Network, and is an advisor to WEST, which promotes the advancement of women in engineering, science, and technology.

Donna holds a B.A. from Emerson College and is pursuing her MBA at the MIT Sloan School of Management.



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$35.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 180)

Identification Number: 001180072

ARTICLE I

The exact name of the corporation is:

GTI-MASSACHUSETTS NP CORPORATION

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

THE CORPORATION IS ORGANIZED FOR NONPROFIT PURPOSES INCLUDING, BUT NOT LIMITED TO, PROVIDING ALTERNATIVE MEDICAL CARE AND EDUCATIONAL SERVICES TO CITIZENS OF THE COMMONWEALTH OF MASSACHUSETTS. THE CORPORATION MAY, AS PERMITTED BY LAW, ENGAGE IN ANY AND ALL ACTIVITIES IN FURTHERANCE OF, RELATED TO, OR INCIDENTAL TO THESE PURPOSES, WHICH MAY LAWFULLY BE CARRIED ON BY A CORPORATION FORMED UNDER CHAPTER 180 OF THE GENERAL LAWS OF MASSACHUSETTS.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

MAY BE SET FORTH IN BY-LAWS.

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:
(If there are no provisions state "NONE")

IN FURTHERANCE OF ITS CORPORATE PURPOSES, THE CORPORATION SHALL HAVE, ALL OF THE POWERS SPECIFIED IN SECTION 6 OF CHAPTER 180 AND IN SECTIONS 9, 9A AND 9B OF CHAPTER 156B OF THE MASSACHUSETTS GENERAL LAWS (EXCEPT THOSE PROVIDED IN PARAGRAPH (M) OF SAID SECTION 9) AS NOW IN FORCE OR AS HEREAFTER AMENDED, AND MAY CARRY ON ANY OPERATION OR ACTIVITY REFERRED TO IN ARTICLE 2 OF THE ARTICLES OF ORGANIZATION TO THE SAME EXTENT AS MIGHT AN INDIVIDUAL, EITHER ALONE OR IN A JOINT VENTURE OR OTHER ARRANGEMENT WITH OTHERS, OR THROUGH A WHOLLY OR PARTIALLY OWNED OR CONTROLLED CORPORATION; PROVIDED, HOWEVER, THAT NO SUCH POWER SHALL BE EXERCISED IN A MANNER INCONSISTENT WITH SAID CHAPTER 180 OF THE MASSACHUSETTS GENERAL LAWS. THE DIRECTORS

AND OFFICERS OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE FOR ANY DEBT, LIABILITY OR OBLIGATION OF THE CORPORATION. ALL PERSONS, CORPORATIONS OR OTHER ENTITIES EXTENDING CREDIT TO, CONTRACTING WITH OR HAVING ANY CLAIM AGAINST THE CORPORATIONS MAY LOOK ONLY TO THE FUNDS AND PROPERTY OF THE CORPORATION FOR THE PAYMENT OF ANY SUCH CONTRACT OR CLAIM OR FOR THE PAYMENT OF ANY DEBT, DAMAGES, JUDGMENT OR DECREE, OR OF ANY MONEY THAT MAY OTHERWISE BECOME DUE OR PAYABLE TO THEM FROM THE CORPORATION. THE OFFICERS AND DIRECTORS OF THE CORPORATION SHALL HAVE NO PERSONAL LIABILITY TO IT OR TO ITS MEMBERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, SUCH PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF ANY OFFICER OR DIRECTOR A) FOR ANY BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION, B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR IN WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, OR C) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED AT ANY TIME AS AN OFFICER OR DIRECTOR OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY; PROVIDED THAT NO INDEMNIFICATION SHALL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER AS TO WHICH HE OR SHE SHALL HAVE BEEN FINALLY ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; AND FURTHER PROVIDED THAT ANY COMPROMISE OR SETTLEMENT PAYMENT SHALL BE APPROVED BY A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING. THE INDEMNIFICATION PROVIDED HEREUNDER SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF PERSONS ENTITLED TO INDEMNIFICATION HEREUNDER. THE RIGHT OF INDEMNIFICATION UNDER THIS ARTICLE SHALL BE IN ADDITION TO AND NOT EXCLUSIVE OF ALL OTHER RIGHTS TO WHICH ANY PERSON MAY BE ENTITLED. THIS ARTICLE CONSTITUTES A CONTRACT BETWEEN THE CORPORATION AND THE INDEMNIFIED OFFICERS AND DIRECTORS. NO AMENDMENT OR REPEAL OF THE PROVISIONS OF THIS ARTICLE WHICH ADVERSELY AFFECTS THE RIGHT OF AN INDEMNIFIED OFFICER OR DIRECTOR UNDER THIS ARTICLE SHALL APPLY TO SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS WHICH OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL. ALL REFERENCES HEREIN: (I) TO THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, OR ANY CHAPTER THEREOF, SHALL BE DEEMED TO REFER TO SAID GENERAL LAWS OR CHAPTER AS NOW IN FORCE OR HEREAFTER AMENDED; AND (II) TO PARTICULAR SECTIONS OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS SHALL BE DEEMED TO REFER TO SIMILAR OR SUCCESSOR HEREAFTER ADOPTED. THE CORPORATION'S BY-LAWS MAY BE AMENDED IN WHOLE OR IN PART PURSUANT TO THE PROCEDURES SET FORTH IN THE BY-LAWS.

Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

7/2/2015

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

No. and Street: 109 STATE STREET
SUITE 404
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	PETER KADENS	2630 N. PAULINA STREET CHICAGO, IL 60614 USA 2630 N. PAULINA STREET CHICAGO, IL 60614 USA	Until successors are duly elected and qualified
TREASURER	BENJAMIN KOVLER	875 N MICHIGAN AVENUE CHICAGO, IL 60611 USA 875 N MICHIGAN AVENUE CHICAGO, IL 60611 USA	Until successors are duly elected and qualified
CLERK	BENJAMIN KOVLER	875 N MICHIGAN AVENUE CHICAGO, IL 60611 USA 875 N MICHIGAN AVENUE CHICAGO, IL 60611 USA	Until successors are duly elected and qualified
DIRECTOR	DAVID GERZOF RICHARD	5 GORHAM AVENUE, #6 BROOKLINE, MA 02445 USA 5 GORHAM AVENUE, #6 BROOKLINE, MA 02445 USA	Until successors are duly elected and qualified
DIRECTOR	MATTHEW LEVINE	1728 N. FREMONT STREET CHICAGO, IL 60614 USA 1728 N. FREMONT STREET CHICAGO, IL 60614 USA	Until successors are duly elected and qualified
DIRECTOR	PETER KADENS	2630 N. PAULINA STREET CHICAGO, IL 60614 USA 2630 N. PAULINA STREET CHICAGO, IL 60614 USA	Until successors are duly elected and qualified
DIRECTOR	BENJAMIN KOVLER	875 N MICHIGAN AVENUE CHICAGO, IL 60611 USA 875 N MICHIGAN AVENUE CHICAGO, IL 60611 USA	Until successors are duly elected and qualified

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
 December

d. The name and business address of the resident agent, if any, of the business entity is:

Name: ADAM FINE
 No. and Street: 109 STATE STREET
SUITE 404
BOSTON

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 2 Day of July, 2015. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

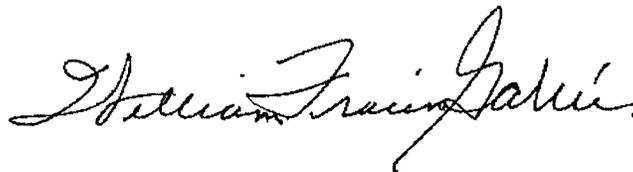
PETER KADENS, PRESIDENT & DIRECTOR

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

July 02, 2015 03:08 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370
www.mass.gov/medicalmarijuana

APPLICATION OF INTENT
Request for a Certificate of Registration to
Operate a Registered Marijuana Dispensary

INSTRUCTIONS

This application form is to be completed by any non-profit corporation that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts.

If seeking a Certificate of Registration for more than one RMD, the applicant non-profit corporation ("Corporation") must submit a separate *Application of Intent*, all required attachments, and an application fee 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.

However, even if submitting an *Application of Intent* for more than one RMD, an applicant need only submit one *Character and Competency form* for each required individual.

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 *Application of Intent*, with all required attachments, the \$1,500 application fee, and Remittance Form to:

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

Application fees are non-refundable and non-transferable.

RECEIVED

JUN 03 2015

MS. Debra...
300...
Boston, MA 02111

Application 1 of 1 Applicant Non-Profit Corporation _____**REVIEW**

Applications are reviewed in the order they are received.

After a completed application packet and fee is received by the Department of Public Health ("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 be invited to submit a *Management and Operations Profile*.

If invited by the Department to submit a *Management and Operations Profile*, the applicant must submit the *Management and Operations Profile* within 45 days from the date of the invitation letter, or the applicant must submit a new *Application of Intent* and fee.

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).

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.

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: PAK

Application 1 of 1 Applicant Non-Profit Corporation _____**CHECKLIST**

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

- A fully and properly completed *Application of Intent*, signed by an authorized signatory of the corporation
- A copy of the Corporation's *Certificate of Legal Existence* from the Massachusetts Secretary of State
- Financial account summary(ies) (as outlined in Section D)
- A bank or cashier's check made payable to the *Commonwealth of Massachusetts* for \$1,500.
- A completed *Remittance Form* (use template provided)
- A completed and signed *Character and Competency* form (use template provided) for each of the following actors:
 - Chief Executive Officer; Chief Operating Officer; Chief Financial Officer; individual/entity responsible for marijuana for medical use cultivation operations; individual/entity responsible for the RMD security plan and security operations; each member of the Board of Directors; each Member of the Corporation, if any; and each person and entity known to date that is committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, the *Character and Competency* Form must be completed and signed by the entity's Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

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: PAK

Application 1 of 1 Applicant Non-Profit Corporation _____

SECTION A. APPLICANT INFORMATION

1. GTI-Massachusetts NP Corporation
Legal name of Corporation
2. Peter Kadens
Name of Corporation's Chief Executive Officer
3. 109 State Street, Suite 404, Boston, MA 02109
Address of Corporation (Street, City/Town, Zip Code)
4. Peter Kadens
Applicant point of contact (name of person the Department should contact regarding this application)
5. 312-282-4281
Applicant point of contact's telephone number
6. pkadens@gligrows.com
Applicant point of contact's e-mail address
7. Number of applications: How many *Applications of Intent* do you intend to submit? 1

SECTION B. INCORPORATION

8. Attach a *Certificate of Legal Existence* from the Massachusetts Secretary of State, documenting that the applicant non-profit entity is incorporated as a non-profit in Massachusetts.

SECTION C. CHARACTER AND COMPETENCY

9. Attach a *Character and Competency* form (use template provided) for each of the following actors:
 - The Chief Executive Officer; Chief Operating Officer; Chief Financial Officer; individual/entity responsible for marijuana for medical use cultivation operations; individual/entity responsible for the RMD security plan and security operations; each member of the Board of Directors; each Member of the Corporation, if any; and each person and entity known to date that is committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, the *Character and Competency* Form must be completed and signed by the entity's Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

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: PAK

charles SCHWAB

July 2, 2015

Questions: (800)378-0685 Ext
71278

KP Capital LLC
Benjamin Kovler Agent
875 N Michigan Ave Suite #3400
Chicago, IL 60611

Here is the account balance information you requested.

Dear Benjamin Kovler,

I'm writing in response to your request for balance information on the account noted above for which you are the authorized agent:

On July 2, 2015, your total account value is in excess of \$500,000.00.

The following is Schwab's terms of withdrawal policy:

Charles Schwab doesn't restrict access to available funds and securities in the above-referenced account(s). An account holder or authorized agent can request withdrawals from an account on demand.

Thank you for investing with Schwab. We appreciate the opportunity to serve you. If you have any questions or need assistance, please call me at (800)378-0685 Ext 71278, Monday through Friday, from 8:30 a.m. to 8:00 p.m. ET, or call 1-800-435-4000 for service outside these hours.

Sincerely,

Troy Boersma

Troy Boersma
Service and Operation Support
8332 Woodfield Crossing Blvd
Indianapolis, IN 46240-2482

Application 1 of 1 Applicant Non-Profit Corporation _____**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

07/07/2015

 Date Signed

Peter Kadens

 Print Name of Authorized Signatory

Chief Executive Officer, GTI-Massachusetts NP Corporation

 Title of Authorized Signatory

I hereby attest that if the non-profit corporation is allowed to proceed to submit a *Management and Operations Profile*, the applicant non-profit corporation is prepared to pay a non-refundable application fee of \$30,000 and the cost of all required background checks, and comply with all *Management and Operations Profile* and *Siting Profile* requirements.



 Signature of Authorized Signatory

07/07/2015

 Date Signed

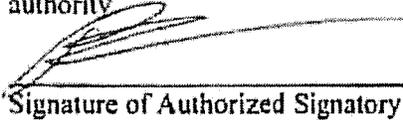
Peter Kadens

 Print Name of Authorized Signatory

Chief Executive Officer, GTI-Massachusetts NP Corporation

 Title of Authorized Signatory

I hereby attest that I understand that registered marijuana dispensaries are required to conduct background investigations of proposed Dispensary Agents, that such background investigations are subject to the Department's inspection and review, and that the applicant non-profit corporation will not engage the services of a Dispensary Agent that has ever been convicted of a felony drug offense in Massachusetts, or a like violation of the laws of another state, the United States, or a military, territorial, or Indian tribal authority.



 Signature of Authorized Signatory

07/07/2015

 Date Signed

Peter Kadens

 Print Name of Authorized Signatory

Chief Executive Officer, GTI-Massachusetts NP Corporation

 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: PAK



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

July 3, 2015

TO WHOM IT MAY CONCERN:

I hereby certify that

GTI-MASSACHUSETTS NP CORPORATION

appears by the records of this office to have been incorporated under the General Laws of this Commonwealth on July 2, 2015 (Chapter 180).

I also certify that so far as appears of record here, said corporation still has legal existence.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By jbm



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-8370
www.mass.gov/medicalmarijuana

August 26, 2015

Mr. Peter Kadens
GTI-Massachusetts NP Corporation
109 State Street
Suite 404
Boston, MA 02109

Re: Request for Information

Dear Mr. Kadens:

This letter is to inform you that the Department of Public Health ("Department") has reviewed GTI-Massachusetts NP Corporation's *Application of Intent* (Application 1 of 1). The *Application of Intent* requires the following information before the Department may complete its evaluation:

1. The financial account summary submitted for KP Capital, LLC's Charles Schwab Brokerage account does not reflect that sufficient funds are being held in the identified account to cover the amount committed to the applicant by KP Capital, LLC in the table in Section D. Applicant must resubmit the Charles Schwab financial account summary or the table in Section D, so that the financial account summary demonstrates that the identified account holds sufficient funds for the amount committed in the table in Section D. If the applicant resubmits the financial account summary, it must be dated no earlier than June 6, 2015.

Please resubmit the additional or revised information as outlined above, via U.S. mail or hand-delivery, to:

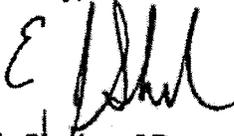
Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston, MA 02111

Upon receipt, the Department will review the information and will notify the applicant if it is invited to submit a *Management and Operations Profile* or if further information is required before the applicant may proceed.

Please remember to type all responses in the information or materials resubmitted to the Department, other than any required signatures, as well as include the name of the Applicant Non-Profit Corporation *and* the number of the application (e.g., Application 1 of 1) at the top of each page of the resubmitted information or materials.

If you have questions or need assistance, you may contact the Department at 617-660-5370 or RMDapplication@state.ma.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Sheehan', written over a faint horizontal line.

Eric Sheehan, J.D.
Interim Bureau Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health

Application 1 of 1

Applicant Non-Profit Corporation: GTI-Massachusetts NP Corporation



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

JUN 8 1 2015

RECEIVED

Mr. Eric Sheehan, J.D.
Interim Bureau Director
Massachusetts Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston, MA 02111

Re: Request for information-GTI Response

Dear Mr. Sheehan:

We have reviewed your request for further information relative to the *Application of Intent* (Application 1 of 1) submitted on behalf of GTI-Massachusetts NP Corporation. In response to your request we have included in this package a one-page account summary dated after June 6, 2015 to satisfy Section D. In addition, we have included supporting account details as supplement.

Please let us know if there is anything further that you may need from GTI-Massachusetts NP Corporation.

Sincerely,

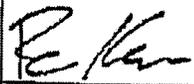
Peter A. Kadens, CEO
GTI-Massachusetts NP Corporation

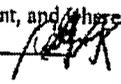
SECTION D. INITIAL CAPITAL REQUIREMENT

Describe the sources, types, and amounts of required initial capital in the table below, showing that the Corporation has at least \$500,000 in its control and available for this *Application of Intent* and at least \$400,000 in its control and available for each additional *Application of Intent*, if any, as evidenced by bank statements, lines of credit, or financial institution statements. Add more tables if needed.

If the required funds are being held in an account in the name of an individual or entity other than the Corporation, the individual or authorized signatory of the entity must provide their signature in the "Signature of Account Holder" column. Their signature below indicates that they are committing the amount of their funds identified in the table to the applicant.

In addition to completing this table, submit a one-page financial account summary for each account listed below documenting the available funds, dated no earlier than 30 days prior to the date the *Application of Intent* was submitted to the Department.

Name on Account	Financial Institution	Type of Account	Amount	Signature of Account Holder
KP Capital, LLC	Charles Schwab	Brokerage	\$ 501,000.00	
		TOTAL:	\$ 501,000.00	

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: 



Schwab One® Account of
KP CAPITAL LLC LLC

Account Number

Statement Period
July 1-31, 2015

Change In Account Value

This Period

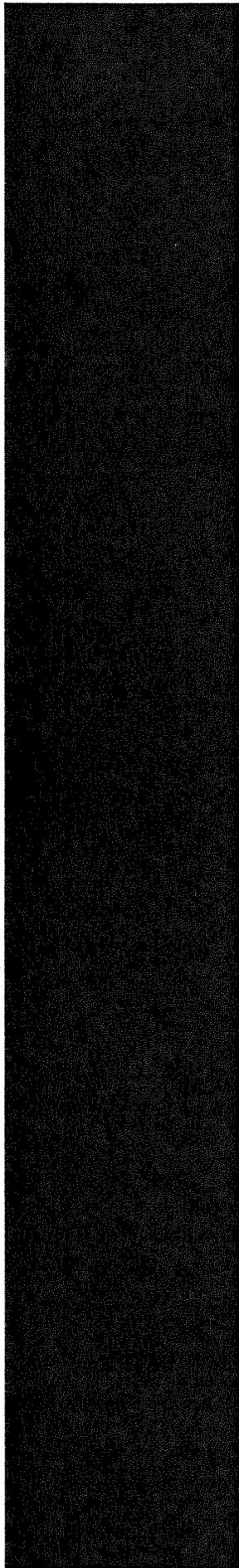
Year to Date

Account Value (\$) Over Last 12 Months [in Thousands]

Ending Value on 07/31/2015

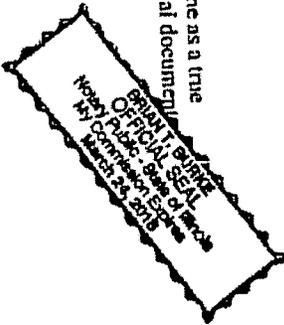
\$ 561,330.19

\$ 561,330.19



This document is certified by me as a true
and accurate copy of the original document.
Dean T. Baile
875 N. Michigan Ave., #3400
Chicago, IL 60611-1938, USA
(312) 664-5050

8-26-15



Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.

Jul. 6. 2015 9:41AM
Application 1 of 1

Charles Schwab Chicago

No. 1305 P. 2

Applicant Non-Profit Corporation: GTI Massachusetts NP Corporation

charles SCHWAB

July 2, 2015

Account #: [REDACTED]
Questions: (800)378-0885 Ext
71278

KP Capital LLC
Benjamin Kovler Agent
875 N Michigan Ave Suite #3400
Chicago, IL 60611

Here is the account balance information you requested.

Dear Benjamin Kovler,

I'm writing in response to your request for balance information on the account noted above for which you are the authorized agent:

On July 2, 2015, your total account value is in excess of \$500,000.00.

The following is Schwab's terms of withdrawal policy:

Charles Schwab doesn't restrict access to available funds and securities in the above-referenced account(s). An account holder or authorized agent can request withdrawals from an account on demand.

Thank you for investing with Schwab. We appreciate the opportunity to serve you. If you have any questions or need assistance, please call me at (800)378-0885 Ext 71278, Monday through Friday, from 8:30 a.m. to 8:00 p.m. ET, or call 1-800-435-4000 for service outside these hours.

Sincerely,

Troy Boersma

Troy Boersma
Service and Operation Support
8332 Woodfield Crossing Blvd
Indianapolis, IN 46240-2482



Schwab One® Account of
KP CAPITAL LLC LLC

Account Number
[Redacted]

Statement Period
July 1-31, 2015

Protect your privacy and the environment. Switch to eStatements at
www.schwab.com/lesspaper. Visit www.schwab.com/premiumstatement to
explore the features and benefits of this statement.

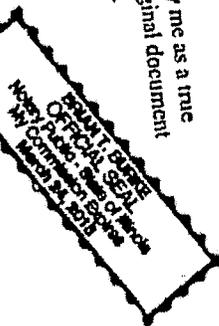
Your Consultant

Paul Dunk
VP, Sr Financial Consultant
tel: 1 (312) 467-4037
email: Paul.Dunk@schwab.com

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and accurate copy of the original document

Diana T. Burke
875 N. Michigan Ave., #3400
Chicago, IL 60611-1958, USA
(312) 664-5050

8-26-15



**Customer Service and
Account Information**

Customer Service and Trading:
Call your Schwab Representative
1 (800) 435-9050

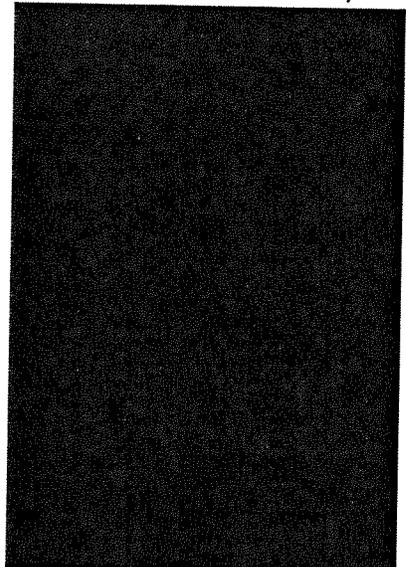
Schwab by Phone.™
Automated Services:
1 (800) 435-8804

TeleBroker®:
1 (800) 272-4922

Visit Our Web Site:
schwab.com

Cost Basis Updates:
To provide updates for incomplete
cost basis information, please visit
schwab.com/gainloss

KP CAPITAL LLC LLC
875 N MICHIGAN AVE SUITE #3400
CHICAGO IL 60611-1958



Terms and Conditions

GENERAL INFORMATION AND KEY TERMS:

All references to Schwab in this document refer to the broker-dealer Charles Schwab & Co., Inc. Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings you should verify its content with this statement. Securities, products, and services are not available in all countries and are subject to country specific restrictions. All (Automatic Investment Plan) Customers: Schwab receives through Schwab, if you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request. Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest. Bank Sweep Feature: Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep feature as a Schwab Cash Feature for your brokerage account. Deposit accounts held through the Bank Sweep feature consist of direct obligations of Charles Schwab Bank and are not obligations of Schwab. Deposit accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or rolled to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative. Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not signified and may be used in the conduct of this firm's business. Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request. Estimated Annual Income: Derived from information provided by outside parties, Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon for making investment decisions. Fees and Charges: It is your responsibility, and not Schwab's, to verify the accuracy of all fees. Margin interest charged to your Account during the statement period is included in the section of the statement. Interest: Interest is paid for a period that differs from the Statement Period. Interest includes interest paid as indicated on your statement by Schwab or Charles Schwab Bank. These amounts do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One interest feature, interest accrues daily from the second-to-last business day of the prior month and is paid on the second-to-last business day of the current month. For the Bank Sweep feature, interest accrues daily from the 10th day of the prior month and is credited to the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One interest feature in your brokerage account is less than \$,005, you will not accrue any interest on that day. For balances held at Charles Schwab Bank in the Bank Sweep feature, interest will accrue even if the amount is less than \$,005.

Latest Price/Price Investment Detail Section Only: The most recent price valuation applicable on the first business day of the statement period, normally the last trade price or bid. Unpriced securities denote that no market valuation updates is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Prices. For Limited Partnerships (LP) and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your periodic statements for this security is unpriced. FINRA rules require that certain LP and REIT securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than the purchase price, if applicable, that accurate valuation information may not be available. Margin Account Customers: This is a combined statement of your margin account and special reinvestment account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection. Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your account. Values of certain Non-Publicly Traded Securities may be furnished by a third party and Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests. Option Customers: Be aware of the following: 1) Commissions and other charges related to the execution of option transactions have been included in commissions of such transactions previously furnished to you and will be made available promptly upon request. 2) You should advise us promptly if any material changes in your investment objectives or financial situation occur. 3) Exercise assignment notices for the option contracts are bifurcated among customer short positions for an alternative position which randomly selects short positions for an alternative position to close contracts which are subject to exercise, including positions established on the day of assignment. 4) Realized gains/losses or underlying securities is adjusted to reflect the premiums or assigned or exercised options. Please consult your tax advisor or RRS publication 550, Investment Income and Expenses, for additional information on Options. Schwab Sweep Money Funds: Includes the primary money market funds held in your Account. Schwab Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Transfer Agent, Shareholder Services Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If, on any given day, the account daily dividend for your selected sweep money fund as calculated for your account is less than 1/2 of 1 cent (50.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of \$0.01 during a any period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower. The shares of the money market mutual fund can be liquidated on your order and the proceeds returned to your securities account or rolled to you as provided in your Account Agreement and the applicable prospectus.

Securities Products and Services: Securities products and services are offered by Charles Schwab & Co., Inc., Member SIPC. Securities products and services, including unpriced initial yield funds and net credit balances held in brokerage accounts are not guaranteed deposits or obligations of Charles Schwab Bank, and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover balances held at Charles Schwab Bank in the Bank Sweep feature. Gain (or Loss): Unpriced Gain (or Loss) and Realized Gain (or Loss) section (Gain/loss Section) contain a gain or a loss summary for your Account. This information is not a solicitation or a recommendation to buy or sell (it may, however, be helpful for investment and tax planning strategies. Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how Gain (or Loss) is calculated and how Schwab reports adjusted cost basis information to the IRS. IN CASE OF ERRORS OR DISCREPANCIES: If you find an error or discrepancy relating to your brokerage activity (other than an electronic fund transfer) you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered a security certificate(s) that you have not received, notify Schwab immediately. You may call us at 800-435-4000. (Outside the U.S., call +1-415-667-4400.) Any oral communications should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions. COMPLAINT CONTRACT INFORMATION: Complaints about Schwab statements, products or services may be directed to 1-800-435-4000. For clients residing outside of the U.S., call collect +1-415-667-4400. Please send any written complaints to the Client Advocacy Team, 211 Main St., San Francisco, CA 94105, USA.

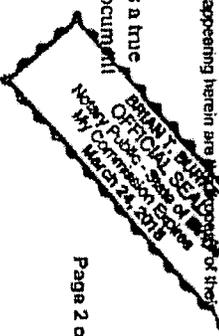
Address Changes: It is your obligation to keep Schwab informed of any changes in your address (telephone number or other contact information). If you fail to notify Schwab of these changes, you may not receive important notifications about your Account, and trading or other restrictions might be placed on your Account. For assistance, you may contact Schwab at 1-800-435-4000. Clients residing outside of the U.S. may call Schwab collect at +1-415-667-4400.

Additional Information: We are required by law to report to the Internal Revenue Service adjusted cost basis information (if applicable), certain payments to you and credits to your Account during the calendar year. Retain this statement for income tax purposes. Schwab or an affiliate acts as the Investment Advisor, Transfer Agent, Shareholder Services Agent and Distributor for the Schwab Sweep Money Funds as Transaction Services Agent for the Government Money Fund. Schwab or an affiliate is compensated by the Sweep Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. Additional information will be provided upon written request. A financial statement for your 60-day period is available at Schwab's offices or a copy will be mailed to you upon written request. Any third party trademarks appearing herein are the property of their respective owners. (0515-1411)

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Investment Advisor
Charles Schwab & Co., Inc.
73 N. Michigan Ave., #3100
Chicago, IL 60611-1938, USA
(312) 664-5050

Investment Advisor
Charles Schwab & Co., Inc.
73 N. Michigan Ave., #3100
Chicago, IL 60611-1938, USA
(312) 664-5050



Charles
SCHWAB

Schwab One® Account of
KP CAPITAL LLC LLC

Account Number

Statement Period
July 1-31, 2015

Change in Account Value

This Period

Year to Date

Ending Value on 07/31/2015

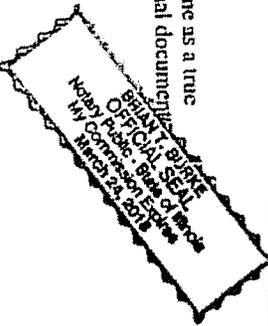
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\$ 561,330.19

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Chicago, IL 60611-1938, USA
(312) 664-5050

8-26-15



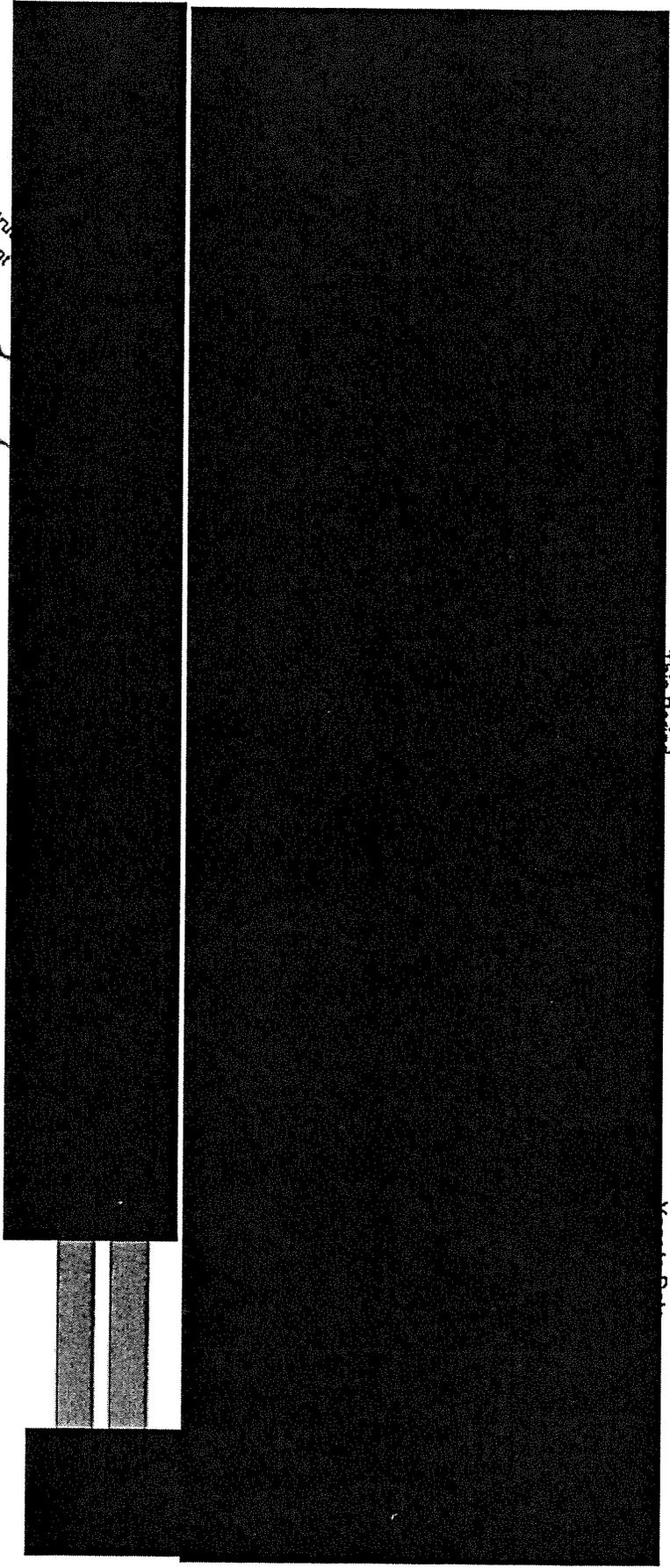
Schwab has provided accurate gain and loss information whenever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
KP CAPITAL LLC LLC

Account Number
[REDACTED]

Statement Period
July 1-31, 2015



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517 N. Michigan Ave. #2400
Chicago, IL 60611-9258, USA
(312) 664-5069



Added accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings.
Addresses for Your Account: section for an explanation of the endnode codes and symbols on this statement.



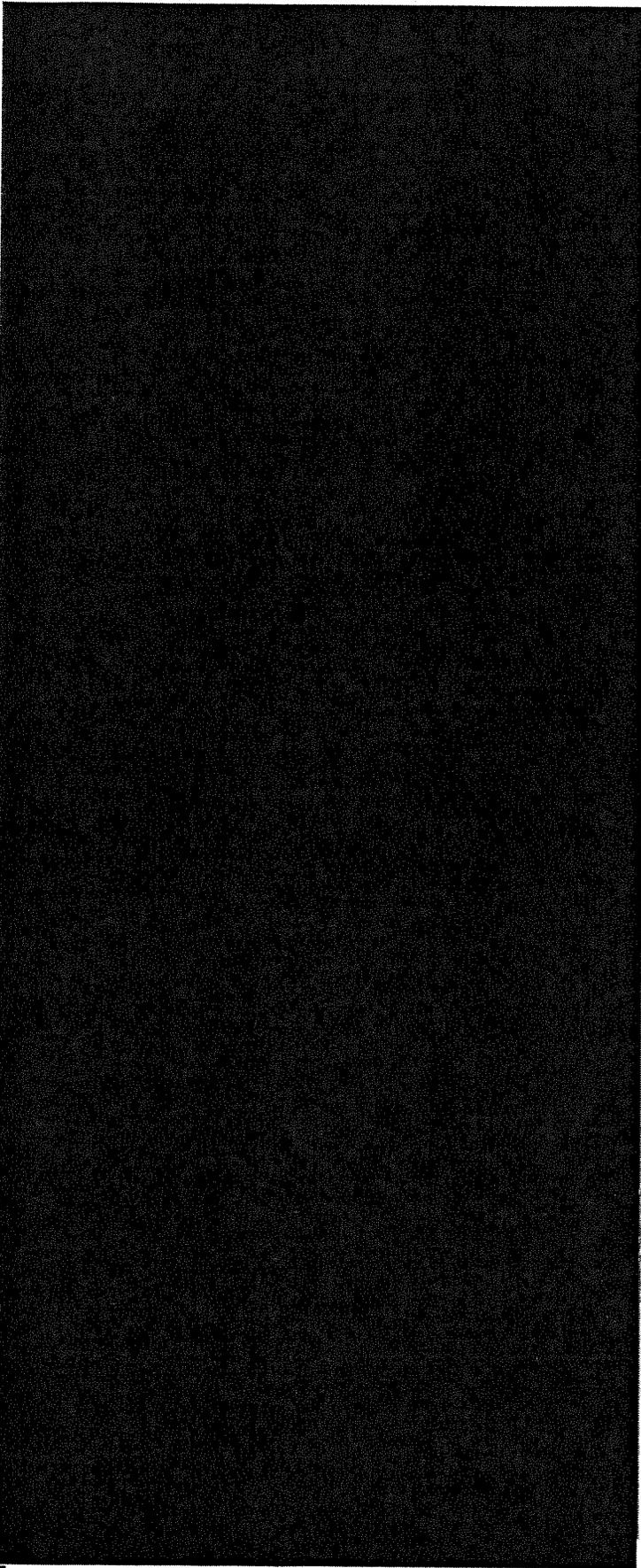
Schwab One® Account of
KP CAPITAL LLC LLC

Account Number

Statement Period
July 1-31, 2015

Investment Detail - Equities

Equities	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
	Units Purchased	Cost Per Share	Cost Basis	Acquired		Holding Days	Holding Period



Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unaudited. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.

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Brian J. Burke
375 N. Michigan Ave. #400
Chicago, IL 60611-1038 USA
(312) 664-5050

BRIAN J. BURKE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2018
Page 5 of 7



Schwab One® Account of
KP CAPITAL LLC LLC

Account Number
[REDACTED]

Statement Period
July 1-31, 2015

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Schwab has provided accurate gain and loss information wherever possible for most investments. Certain symbols may be inaccurate. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.

John J. Burke
875 N. Michigan Ave., 8th Fl.
Chicago, IL 60611-1109
312.169.1500



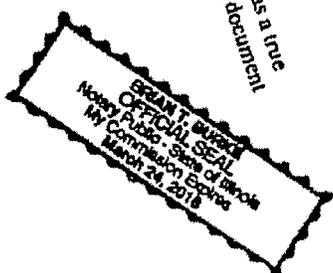
Schwab One® Account of
KP CAPITAL LLC LLC

Account Number

Statement Period
June 1-30, 2015

Cut paper clutter. Switch to eStatements at www.schwab.com/paperless or call us today to learn more about how to receive statements only when your account has activity. Also visit www.schwab.com/premiumstatement to explore the features and benefits of this statement.

This document is certified by me as a true and accurate copy of the original document
Paul Dunk
875 N. Michigan Ave. #3400
Chicago, IL 60611-1958 USA
Client No. 11729453090
(11/21/2015)



KP CAPITAL LLC LLC
875 N MICHIGAN AVE SUITE #3400
CHICAGO IL 60611-1958

Your Consultant

Paul Dunk
VP, Sr Financial Consultant
tel: 1 (312) 467-4037
email: Paul.Dunk@schwab.com

Customer Service and Account Information

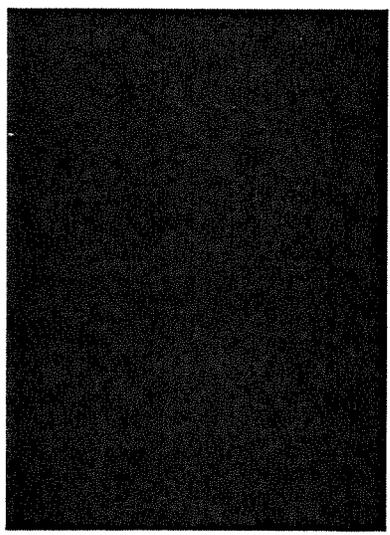
Customer Service and Trading:
Call your Schwab Representative
1 (800) 435-9050

Schwab by Phone.™
Automated Services:
1 (800) 435-8804

TeleBroker®:
1 (800) 272-4922

Visit Our Web Site:
schwab.com

Cost Basis Updates:
To provide updates for incomplete cost basis information, please visit schwab.com/gainloss





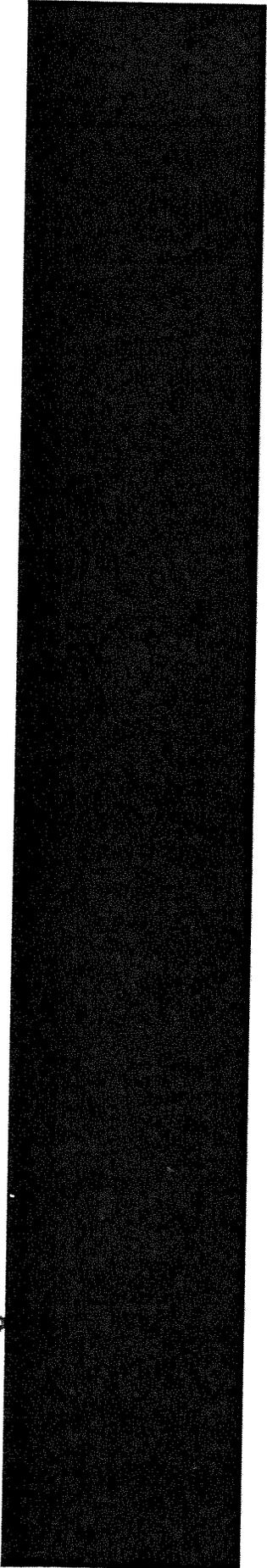
Schwab One® Account of
KP CAPITAL LLC LLC

Account Number
[REDACTED]

Statement Period
June 1-30, 2015

Change in Account Value This Period Year to Date Account Value (\$) Over Last 12 Months [in Thousands]

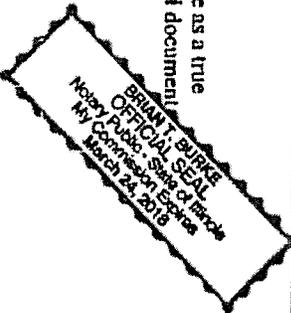
Ending Value on 06/30/2015 \$ 552,056.61 \$ 552,056.61



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Brian T Burke
875 N Michigan Ave, #3100
Chicago, IL 60611-1938, USA
(312) 664-3030

R-26-15



Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Account of
KP CAPITAL LLC LLC

Don T. Burke
875 N Michigan Ave, #3400
Chicago, IL 60611-1938, USA
(312) 664-5050

This Period

Year to Date

Statement Period
June 1-30, 2015

BENJAMIN BURKE
OFFICIAL SIGNATURE
Notary Public, State of NY
Notary Commission Expires 2015
Account Number

Investment Detail - Cash

[Redacted Table Content]

% of Account

Schwab has provided accurate gain and loss information whenever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



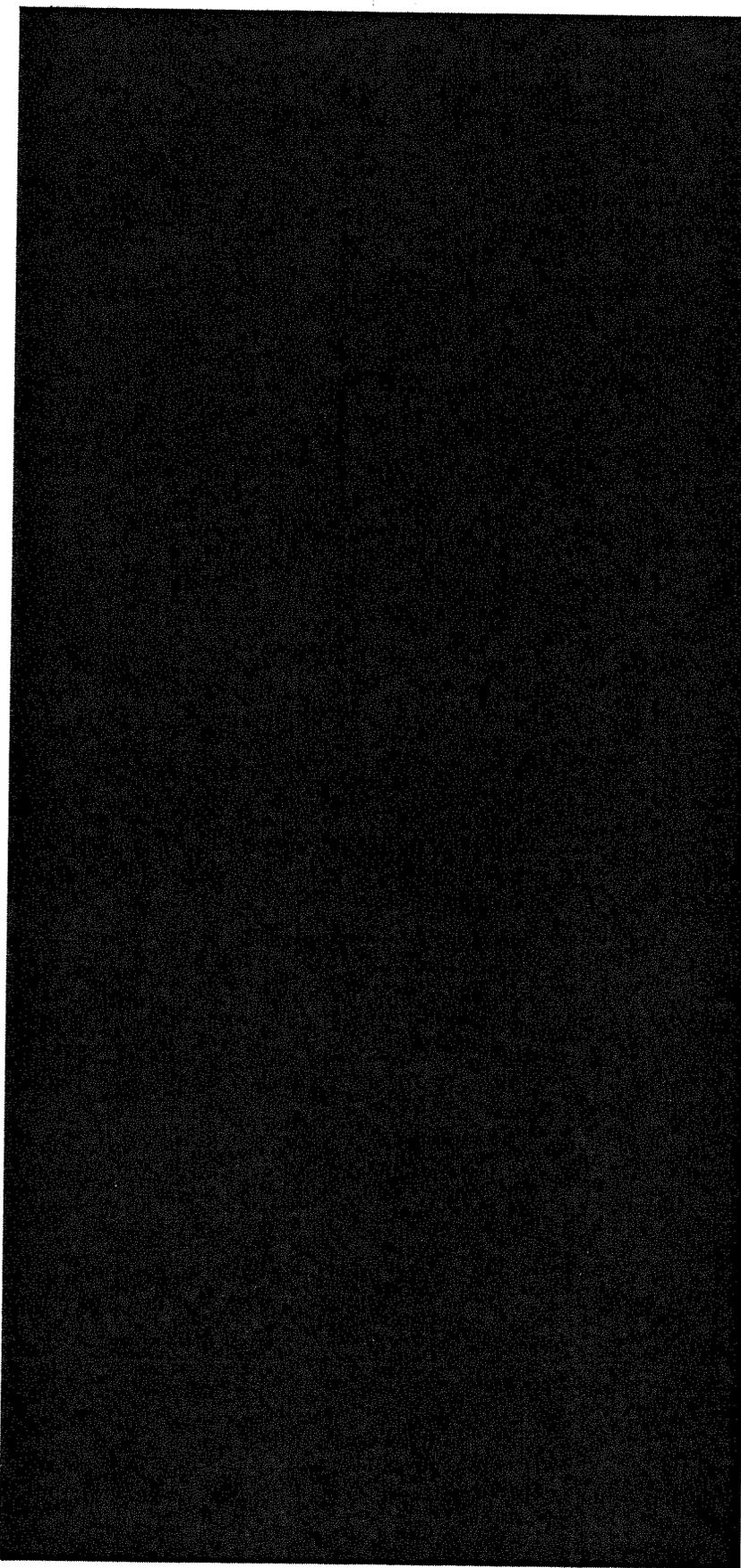
Schwab One® Account of
KP CAPITAL LLC LLC

Account Number
[REDACTED]

Statement Period
June 1-30, 2015

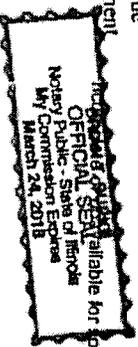
Investment Detail - Equities

Equities	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
	Units Purchased	Cost Per Share	Cost Basis	Acquired		Holding Days	Holding Period



This document is certified by me as a true and accurate copy of the original document.
Please see "Endnotes for Your Account" section for an explanation.

Brian T Buake
875 N Michigan Ave, #3400
Chicago, IL 60611-1958, USA
(312) 664-9950





Schwab One® Account of
KP CAPITAL LLC LLC

Account Number
[REDACTED]

Statement Period
June 1-30, 2015

Option Customers: Realized gain/loss of underlying securities is adjusted to reflect the premiums of assumed or exercised options. Please consult IRS publication 559, Investment Income and Expenses, for additional information on Options.

This document is certified by me as a true and accurate copy of the original document

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.

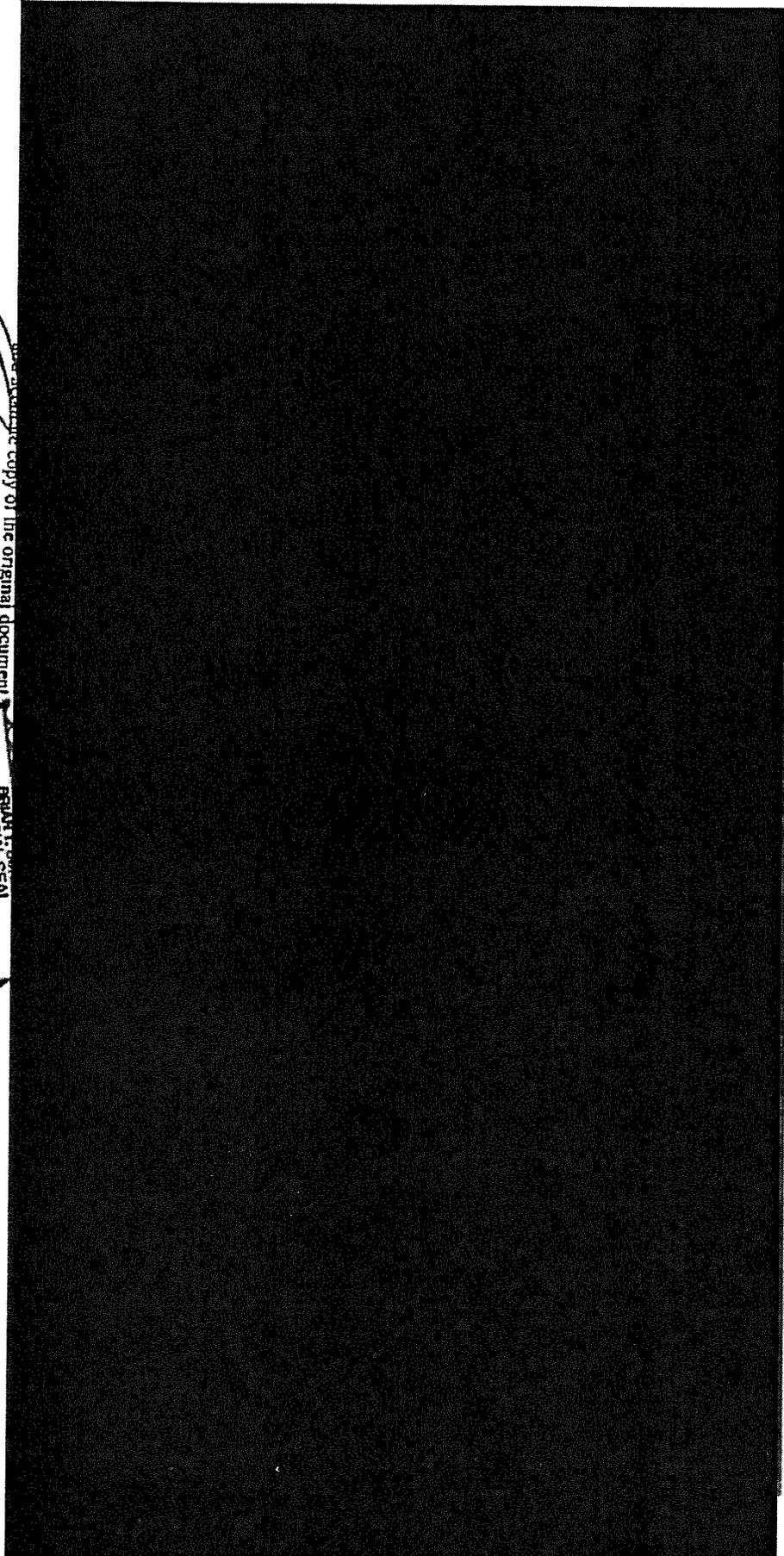


Schwab One® Account of
KP CAPITAL LLC LLC

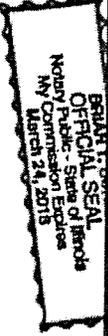
Account Number

Statement Period
June 1-30, 2015

Transaction Detail - Purchases & Sales (continued)



Best available copy of the original document
Bryan T Barko
875 N. Middleton Ave. #3100
Chicago, IL 60611-1958, USA
(312) 664-5050



Schwab has provided accurate gain and loss data on the basis of the endnode codes and symbols on this statement. Please see "Endnodes for Your Account" section for an explanation of the endnode codes and symbols on this statement.



Schwab One® Account of
KP CAPITAL LLC LLC

Account Number

Statement Period
June 1-30, 2015

Transaction Detail - Purchases & Sales (continued)

[Redacted Table Content]

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and accurate copy of the original document.

Gregory T. Burke
875 N. Michigan Ave., #3400
Chicago, IL 60611-1938, USA

Schwab has provided
Please see Eindhoven



For most investments, Cost basis data may be incomplete or unavailable for some of your holdings.
Please refer to the enclosure codes and symbols on this statement.

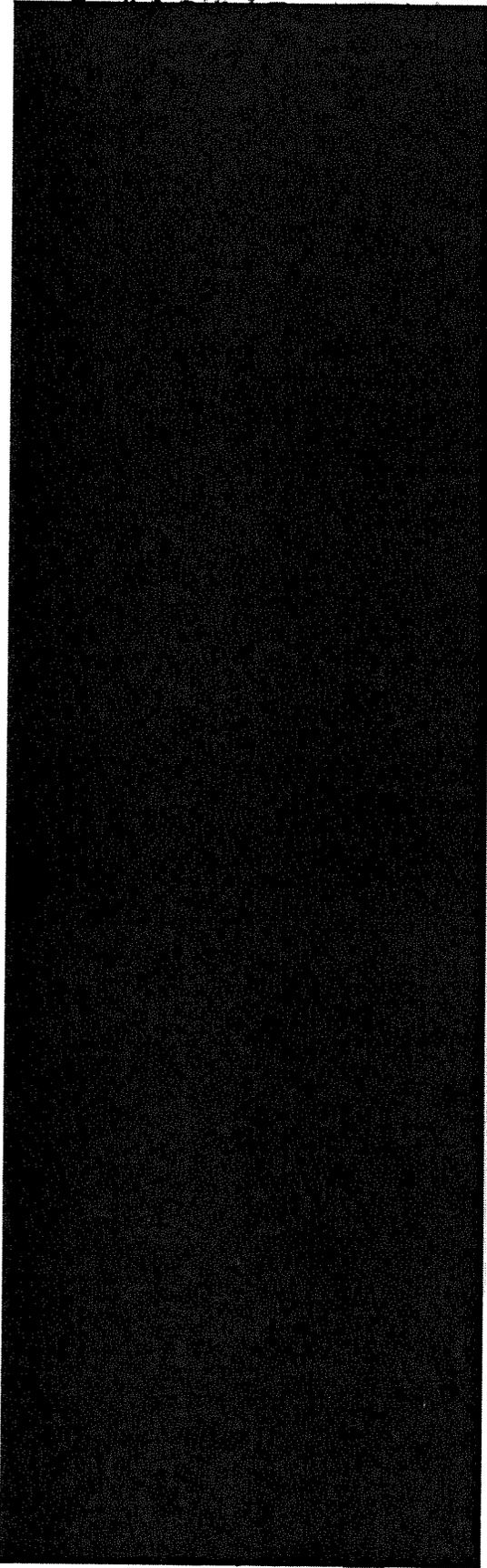


Schwab One Account of
KP CAPITAL LLC LLC

Account Number
[REDACTED]

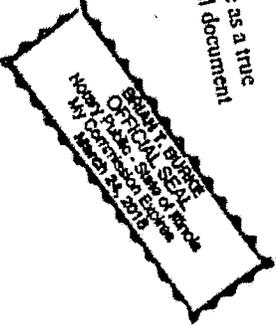
Statement Period
June 1-30, 2015

Trades Pending Settlement



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and accurate copy of the original document

Grant T. Burke
875 N. Michigan Ave. #3400
Chicago, IL 60611-1991, USA
(312) 664-5090



Schwab has provided accurate gain and loss information whenever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



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

September 17, 2015

Mr. Peter Kadens
GTI-Massachusetts NP Corporation
109 State Street, Suite 404
Boston, MA 02109

Re: Invitation to submit *Management and Operations Profile*

Dear Mr. Kadens:

GTI-Massachusetts NP Corporation is invited to submit a *Management and Operations Profile* (Application 1 of 1) to the Department of Public Health ("Department").

On or before November 4, 2015, the Department must receive the *Management and Operations Profile*, along with all required attachments, as outlined in the *Management and Operations Profile* instructions.

The *Management and Operations Profile* must be submitted by U.S. mail or hand-delivered to:

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

Please follow all directions posted on the Medical Use of Marijuana Program website when completing the application forms. Please remember to type all responses in the application forms. You may direct any questions regarding the application process to RMDapplication@state.ma.us or 617-660-5370.

Sincerely,

Eric Sheehan, J.D.
Interim Bureau Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health



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

CHARLES D. BAKER
Governor

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Secretary

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Commissioner

Tel: 617-660-5370
www.mass.gov/medicalmarijuana

MANAGEMENT AND OPERATIONS PROFILE
Request for a Certificate to Registration to
Operate a Registered Marijuana Dispensary

INSTRUCTIONS

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

Once invited by the Department to submit a *Management and Operations Profile*, the applicant must submit the *Management and Operations Profile* within 45 days from the date of the invitation letter, or the applicant must submit a new *Application of Intent* and fee.

If invited by the Department to submit a *Management and Operations Profile* for more than one proposed RMD, you must submit a separate *Management and Operations Profile*, attachments, and application fee 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.

However, even if submitting a *Management and Operations Profile* for more than one RMD, an applicant need only submit one background check packet, including authorization forms for all required individuals, and fee associated with the background checks.

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).

RECEIVED

NOV 04 2015

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

Application 1 of 2

Applicant Non-Profit Corporation _____

Mail or hand-deliver the *Management and Operations Profile*, with all required attachments, the \$30,000 application fee, and completed Remittance Form to:

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

All fees are non-refundable and non-transferable.

REVIEW

Applications are reviewed in the order they are received.

After a completed application packet and fee 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 be invited to submit a *Siting Profile*.

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).

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.

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

Application 1 of 2

Applicant Non-Profit Corporation _____

CHECKLIST

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

- A fully and properly completed *Management and Operations Profile*, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")
- A copy of the Corporation's *Articles of Incorporation*
- A copy of the Corporation's *Certificate of Good Standing* from the Massachusetts Secretary of State
- A copy of the Corporation's bylaws
- An *Employment and Education* form (use template provided) for each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations
- A bank or cashier's check made payable to the *Commonwealth of Massachusetts* for \$30,000
- A completed *Remittance Form* (use template provided)
- A sealed envelope with the name of the Corporation and marked "authorization forms," that contains the background check authorization forms (use forms provided) and fee, for each of the following actors:
 - Chief Executive Officer; Chief Operating Officer; Chief Financial Officer; individual/entity responsible for marijuana for medical use cultivation operations; individual/entity responsible for the RMD security plan and security operations; each member of the Board of Directors; each Member of the Corporation, if any; and each person and entity known to date that is committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, authorizations forms must be completed and signed by the entity's Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

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

Application 1 of 2 Applicant Non-Profit Corporation _____

SECTION A. APPLICANT INFORMATION

1. GTI-Massachusetts NP Corporation
Legal name of Corporation
2. Peter Kadens
Name of Corporation's Chief Executive Officer
3. 109 State Street, Suite 404, Boston, MA 02109
Address of Corporation (Street, City/Town, Zip Code)
4. Peter Kadens
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
5. 312-282-4281
Applicant point of contact's telephone number
6. pkadens@gtigrows.com
Applicant point of contact's e-mail address
7. Number of applications: How many *Management and Operations Profiles* do you intend to submit?
2

SECTION B. INCORPORATION

8. Attach a copy of the corporation's *Articles of Incorporation*, documenting that the applicant is a non-profit entity incorporated in Massachusetts.
9. Attach a copy of the corporation's *Certificate of Good Standing* from the Massachusetts Secretary of State.
10. Attach a copy of the corporation's bylaws.

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

Application 1 of 2 Applicant Non-Profit Corporation _____

SECTION C. NON-PROFIT COMPLIANCE

Answer each of the questions below to explain how the Corporation will remain in compliance with the non-profit requirements of Ch. 369 of the Acts of 2012, the regulations at 105 CMR 725.000, and "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance." Please refer to the "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance" document in completing this form.

11. Please identify any management company that the applicant intends to utilize and summarize the terms of any agreement or contract, executed or proposed, with the management company.

GTI does not intend to utilize any management company for any agreements or contracts.

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

12. Please identify any agreements or contracts, executed or proposed, in which the applicant will engage in a Related Party Transaction and summarize the terms of each such agreement.

At the present time, there are no related party contracts in place. However, if GTI receives a Registration from the DPH, GTI anticipates entering into a loan agreement with its capital contributor on fair and reasonable terms in full compliance with Chapter 180 and DPH nonprofit guidance.

Currently, the related party involved is Ben Kovler who is Treasurer/Clerk of the Board of Directors and Chief Financial Officer. Ben is also the Manager of KP Capital, LLC, the entity that has committed capital to the nonprofit.

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

13. Please identify whether any members of the Board of Directors are also serving as employees of the proposed RMD and, if so, their title and role with the proposed RMD.

The following three (3) members of the Board of Directors of GTI will also be serving as employees of the proposed RMD:

Peter Kadens - President of the Board of Directors and Chief Executive Officer
As CEO, Pete will be the executive ultimately responsible for GTI's overall operations, performance, patient service, and compliance with 105 CMR 725. He will be the leader of the company and will serve as the main link between the Company's Board of Directors and GTI's various operational departments.

Anthony Georgiadis - Director and Chief Operations Officer
As COO, Anthony will be responsible for overseeing the day-to-day operations of GTI, establishing procedures and processes for each company department, and providing timely operational information to GTI's senior management.

Ben Kovler - Treasurer/Clerk of the Board of Directors and Chief Financial Officer
As CFO, Ben will be responsible for the overall financial stability and financial and reporting compliance of GTI. Ben will oversee all accounting functions including preparing budgets and financial statements, monitoring expenditure and liquidity, and reporting financial performance to GTI's Board of Directors and senior management.

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

14. Please identify whether any members of the Board of Directors are serving as officials, executives, corporate members or board members for any management company, investor or other third party proposed to contract or otherwise conduct business with the proposed RMD.

Ben Kovler - Treasurer/Clerk of the Board of Directors, GTI- Massachusetts NP Corporation.
Ben is also the Manager of KP Capital, LLC. At the present time, KP Capital, LLC has committed capital to GTI.

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

Application 1 of 2

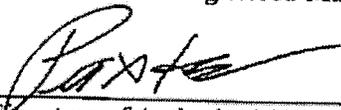
GTI-Massachusetts NP Corporation

Applicant Non-Profit Corporation _____

15. Please identify any contract or agreement, executed or proposed, under which a percentage or portion of the applicant's revenue will be distributed to a third party and summarize the terms of any such agreement or contract.

GTI does not have any contract or agreement, executed or proposed, under which a percentage or portion of GTI's revenue will be distributed to a third party. GTI understands that the sharing of revenue is inconsistent with the non-profit objective of using revenue solely in furtherance of GTI's non-profit purpose as required by 105 CMR 725.100(A)(1).

The applicant agrees and attests that it will operate in compliance with all applicable state laws and regulations, including, but not limited to, laws regarding child support and taxation, as well as the "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance."



Signature of Authorized Signatory
Peter Kadens

10-30-15

Date Signed
Chief Executive Officer

Print Name of Authorized Signatory

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: PK

Application 1 of 2

Applicant Non-Profit Corporation _____

SECTION D. EXPERIENCE

16. Attach an *Employment and Education* form (use template provided) for each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations.
17. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with running a non-profit organization or business.

Peter Kadens (CEO) is an entrepreneur with nearly 12 years of experience running businesses. Peter has started 4 companies in the last 12 years with over 1,000 employees. Peter is currently co-founder and President of SoCore Energy, one of the largest commercial solar developers in the US. He is a founding partner of GTI-Clinic Illinois Holdings, LLC (GTI Illinois), a medical marijuana company that was awarded 3 cultivation licenses and 1 dispensary license in Illinois. From 2012-Present, Peter was Chairman and Vice Chairman of the Board of Directors of StreetWise, a Chicago based non-profit that is one of the largest homeless aid organizations in the Midwest. Peter is also the Vice Chairman of The Cara Program, one of the largest non-profit workforce training programs in the Midwest that focuses on preparing individuals on the verge of homelessness for employment. From 2002-2012, Peter served as Director of the non-profit Holocaust Memorial Foundation.

Anthony Georgiadis (COO) has approximately 10 years of experience running a business. He is currently the COO of Wendover Art Group, a company he co-founded in 2005. With over 350 employees, Wendover is one of the largest manufacturers of framed art and mirrors in the US, supplying products and services to large national retailers. In addition, Wendover is a contracted supplier with hospitality chains including Marriott, Intercontinental Hotel Group and Hilton. As COO, Anthony plans and directs operational policies, objectives, and initiatives. He is responsible for ensuring operations are performed in compliance with local, state, and federal regulations and laws. Anthony also works alongside other corporate officers overseeing the development of various operational departments in order to promote communication and adequate information flow to ensure future growth.

Ben Kovler (CFO) has over 12 years of experience running a business. He is currently the chief investment officer of JK Management, a Chicago-based investment partnership company. Ben has extensive experience managing complex investment portfolios and a proven track record working with small businesses and managing teams. As lead investor in a number of transactions, he has led due diligence, financing and HR development efforts in several industries. Ben is also co-founder and CEO of Invest For Kids (IFK), an annual forum that allows portfolio managers, family offices, private investors, and analysts to collaborate and share investment ideas that will benefit children. IFK has generated more than \$8 million, benefiting over 33 youth organizations and 85,000 children across Illinois. All funds raised at IFK are invested back into the community via children's charities. Ben serves on the board and investment committee for both the Academy for Global Citizenship and for Providence St. Mel School, the scholarship committee at the JUF, and the investment committee for the Chicago History Museum.

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

18. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing health care services.

Peter Kadens (CEO) has approximately 3 years of experience providing health care services. Peter is a founding partner of GTI Illinois, a medical marijuana company founded in 2014 that was awarded licenses for 3 cultivation centers and 1 dispensary in Illinois. GTI Illinois was founded in 2014 and has already been approved by the Illinois Department of Agriculture to commence cultivation in its facilities. The Department of Financial and Professional Regulation approved GTI Illinois to open its dispensary in September 2015. As such, GTI Illinois plans to provide medical marijuana to patients by the end of 2015. Peter is also the former Chairman of the Board of Directors of StreetWise, where he served from 2012 to 2014. StreetWise is a Chicago based non-profit and one of the largest homeless aid organizations in the Midwest. StreetWise takes a comprehensive approach to providing wellness services to individuals so that they may achieve personal stability and financial self-sufficiency. Peter currently serves as Vice Chairman of the Board of Directors.

Anthony Georgiadis (COO) has no previous experience providing health care services.

Ben Kovler (CFO) has approximately 1 year of experience providing health care services. Ben is the CEO and a founding partner of GTI Illinois, a medical marijuana company that was awarded 3 cultivation licenses and 1 dispensary license in Illinois. GTI Illinois was founded in 2014 and has already been approved by the Illinois Department of Agriculture to commence cultivation in its facilities. The Department of Financial and Professional Regulation approved GTI Illinois to open its dispensary in September 2015. As such, GTI Illinois plans to provide medical marijuana to patients by the end of 2015.

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

19. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing services for marijuana for medical purposes.

Peter Kadens (CEO) has approximately 1 year of experience providing services for marijuana for medical purposes. Peter is a founding partner of GTI Illinois, a medical marijuana company that was awarded licenses for 3 cultivation centers and 1 dispensary in Illinois. GTI Illinois was founded in 2014 and has already been approved by the Illinois Department of Agriculture to commence cultivation in its facilities. The Department of Financial and Professional Regulation approved GTI Illinois to open its dispensary in September 2015. As such, GTI Illinois plans to provide medical marijuana to patients by the end of 2015.

Ben Kovler (CFO) has approximately 1 year of experience providing services for marijuana for medical purposes. Ben is the CEO and a founding partner of GTI Illinois, a medical marijuana company that was awarded licenses for 3 cultivation centers and 1 dispensary in Illinois. GTI Illinois was founded in 2014 and has already been approved by the Illinois Department of Agriculture to commence cultivation in its facilities. The Department of Financial and Professional Regulation approved GTI Illinois to open its dispensary in September 2015. As such, GTI Illinois plans to provide medical marijuana to patients by the end of 2015.

Anthony Georgiadis (COO) has no previous experience providing services for marijuana for medical purposes.

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

20. Describe the experience, and length of experience, of the Corporation's individual/entity responsible for marijuana for medical use cultivation operations and individual/entity responsible for the RMD security plan and security operations with providing services for marijuana for medical purposes.

Ryan Suma (Head of Cultivation) has approximately 1 year of experience with providing services for marijuana for medical purposes. Currently, Ryan is the General Manager and Head of Cultivation for GTI Illinois. GTI Illinois has two 47,000 sq. ft. facilities of which they recently began growing in 15,000 sq ft. In addition to overseeing all cultivation operations, including the training and supervision of cultivation personnel, Ryan is responsible for drafting and implementing standard cultivation practices that ensure compliance with all state and local regulations. As Head of Cultivation, Ryan has professional relationships with supply representatives allowing him to test many of the newest products in the industry and work with other licensed cultivators to expand his knowledge base on an ongoing basis. He continues to focus his attention on the medicinal uses of marijuana and has acquired the necessary skills to adapt to the ever-changing needs and demands of patients whether it be strains cultivated or cultivation methodology to ensure supply is readily available. Ryan will be part of the team that develops patient education materials that address marijuana effects and potency, strain selection, dosage guidelines and potential risks. Given his experience with GTI Illinois, Ryan will be an integral part of the executive management team as they work with both state and local officials throughout the registration process.

Terrance W. Gainer, Sr. (Head of Security) has over 25 years of law enforcement and security experience and approximately 1 year of experience providing security services for marijuana for medical purposes. In 2014, he became the Head of Security for GTI Illinois, a medical marijuana company that was awarded licenses for 3 cultivation centers and 1 dispensary in Illinois. Prior to GTI Illinois, Terry served as the 38th US Senate Sergeant at Arms, where he led a force of 1,000 personnel. He previously served as Special Assistant to the United States Secretary of Transportation, Executive Assistant Chief of Police for the Metropolitan Police Department of Washington, D.C., and Chief of the United States Capitol Police. In addition, Terry is a decorated Vietnam veteran and retired as a Captain in the United States Navy Reserve. He holds a B.A. in Sociology from St. Benedict's College, an M.S. in Management and a J.D. from DePaul University, and an Honorary Doctorate of Humane Letters from Benedictine College.

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: DK

Application 1 of 2

Applicant Non-Profit Corporation _____

SECTION E. OPERATIONS

21. Provide a summary of the RMD's operating procedures for the cultivation of marijuana for medical use.

GTI's marijuana cultivation SOPs are intended to ensure agent, product & public safety; produce consistent, predictable yields based on accepted science; and create transparent, compliant & efficient operations. Our extensive SOPs address cultivation topics and include, but are not limited to: CO2 Systems; Crop/Supply Management; Disease Management; Environmental Controls; Pest Management; Fertilizer/Soil/Media Management; Spray/Feeding Protocols; Nutrient Prep Form; Hygiene/Sanitation; Infected Handler Guidelines; Security/Limited Access Areas; Monitoring/Record keeping; Inventory Management/Storage; Procedure Variances; Quality Assurance; & Water Quality.

Pursuant to 725.105(B)(1)(c)-(f), all phases of cultivation (strain selection, seed germination, grow mediums and organic nutrient selection, establishment of lighting grow cycle, harvesting, drying, & curing) will take place in designated, locked, limited access areas that are monitored by a surveillance system compliant with 725.110(D)(1)(d)-(i); no non-organic pesticides will be used and cultivation will be consistent with DPH guidance on U.S. DOA 7 CFR, Part 205 organic requirements; GTI cultivation processes will use best practices to prevent contamination, including, but not limited to mold, fungus, bacterial diseases, rot, pests, non-organic pesticides, mildew, & other contaminants identified as posing potential harm; and the soil used for cultivation will meet U.S. Agency for Toxic Substances & Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels. In addition, waste will be disposed of to minimize odor/pests.

All source soils/solids will be sampled/analyzed prior to use, when new soils/solids are received from a different source, & annually. Proper sampling collection steps will be followed including use of disposable gloves, clean sampling area, appropriate tools & containers, no cross contamination & time records kept for each sample. Representative samples will be collected and maintained for DPH review with duplicate samples collected at least annually & 1 for every 20 samples. All logbooks & chain of custody forms will be available for DPH review. We will create & maintain cultivation and sampling diagrams for review. We will have a sufficient plumbing system & water supply & our water will be derived from a public source & public records of analysis will be maintained & available for DPH review.

Best Management Practice, Good Agricultural Practice, & Good Handling Practice will be used. GTI has adopted marijuana cultivation standards from the American Herbal Pharmacopoeia & the American Herbal Products Association & adapted USDA Organic Standards & FDA standards to create a holistic medical marijuana crop management system. We also have adopted or adapted the use of the HACCP Principles & Application Guidelines (National Advisory Committee on Microbiological Criteria for Foods).

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

Application 1 of 2

Applicant Non-Profit Corporation _____

22. Describe the types and forms of Marijuana Infused Products ("MIPs") that the RMD intends to produce, if any.

GTI will produce high-quality MIPs & comply with DPH regulations. MIPs will be medicinal in nature, lab tested & packaged in dosage levels allowing patients to self-titrate. At minimum, product line will include: transdermal/topical salve and patches, creams/lotions, oral mucosal/sublingual dissolving tablets, tinctures, sprays, inhalation-ready-to-use CO2 extracted hash oils, pre-dosed oil vaporizers, ingestion-capsules, food/oil/beverages.

MIPs will have a legible, affixed label w/ letters at least 1/16" in size and info required by 725.105(E)(3), will not resemble commercially available candy & be packaged in plain/opaque tamper/child-proof containers w/o images except GTI logo. Accidental ingestion of edibles/beverages to be avoided via proper packaging & labeling. MIPs produced are not considered a food/drug per M.G.L. c94, s.1.

Marijuana (excluding MIPs) products will be properly, legibly and firmly labeled with information required per 725.105 (E)(2). All products will be weighed with a certified Class II NTEP Balance.

Ingredients, THC/CBD concentration profiles will be on labels and may include: Tetrahydrocannabinol acid; Tetrahydrocannabivarin; Cannabinadiolic acid; Cannabidivarin; Cannabinol; Cannabigerol; Cannabichromene; and other cannabinoids. Food additives will be approved/properly used. 3rd party sample results to calculate extract addition quantities for exact dosage & consistent results.

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: JK

Application 1 of 2 Applicant Non-Profit Corporation _____

23. Provide a summary of the RMD's methods of producing MIPs, if the RMD intends to produce MIPs.

GTI will create MIPs with consistent cannabinoid profiles to treat a range of debilitating conditions.

Ingredients from DPH approved source will be safe, unadulterated & labeled. Agents wear gloves & utilize ware washing facilities in kitchen w/o pests. Surfaces, utensils, equipment & linens properly sanitized, stored, dried & handled to prevent contamination during preparation, storage & display.

Proper cooling methods to prevent microorganism growth; approved thawing methods & accurate thermometers. Per DPH Regs, prepared on food-grade stainless steel tables & packaged in secure area with security cameras. MIPs tested pursuant to 725.105(C)(2) & HACCP compliant. TPHC used if appropriate.

Leaves & flowers of female plants processed in safe/sanitary manner, well cured & free of seeds, stems, dirt, sand, debris & other foreign matter, and free of contamination by mold, rot, fungus & bacterial disease.

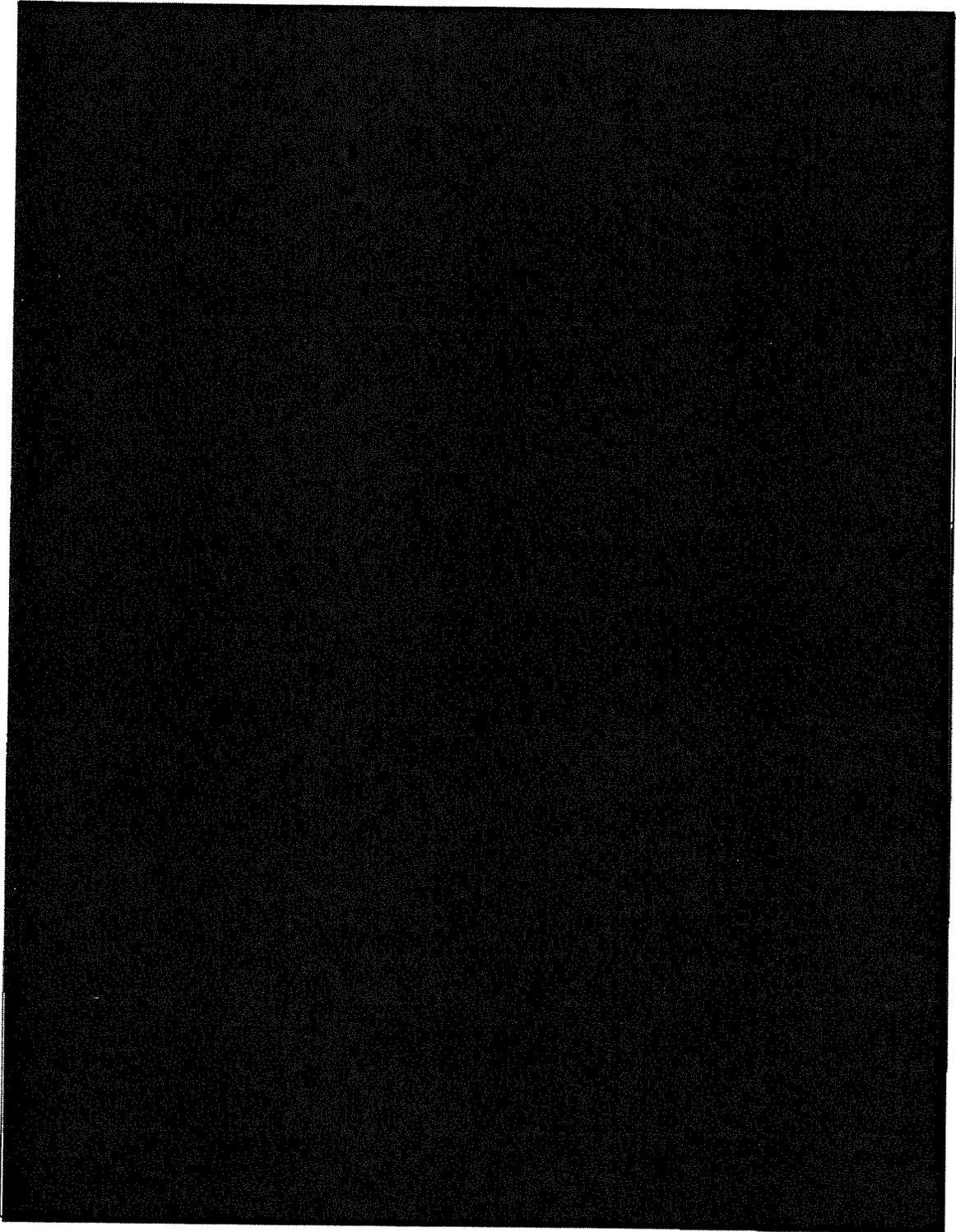
Extraction/Refining: prep w/ lab quality grinder; oil (butter/olive oil), ethanol and/or supercritical CO2 extraction; external testing for cannabinoid profile & potency; decarboxylation. If practicable fractioning to produce pure active cannabinoids; fracture, separate & purify to produce concentrates that are high in specific, single cannabinoids using HPLC.

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

Application 1 of 2

Applicant Non-Profit Corporation _____

24. Provide a summary of the RMD's operating procedures for the provision for security at the RMD.

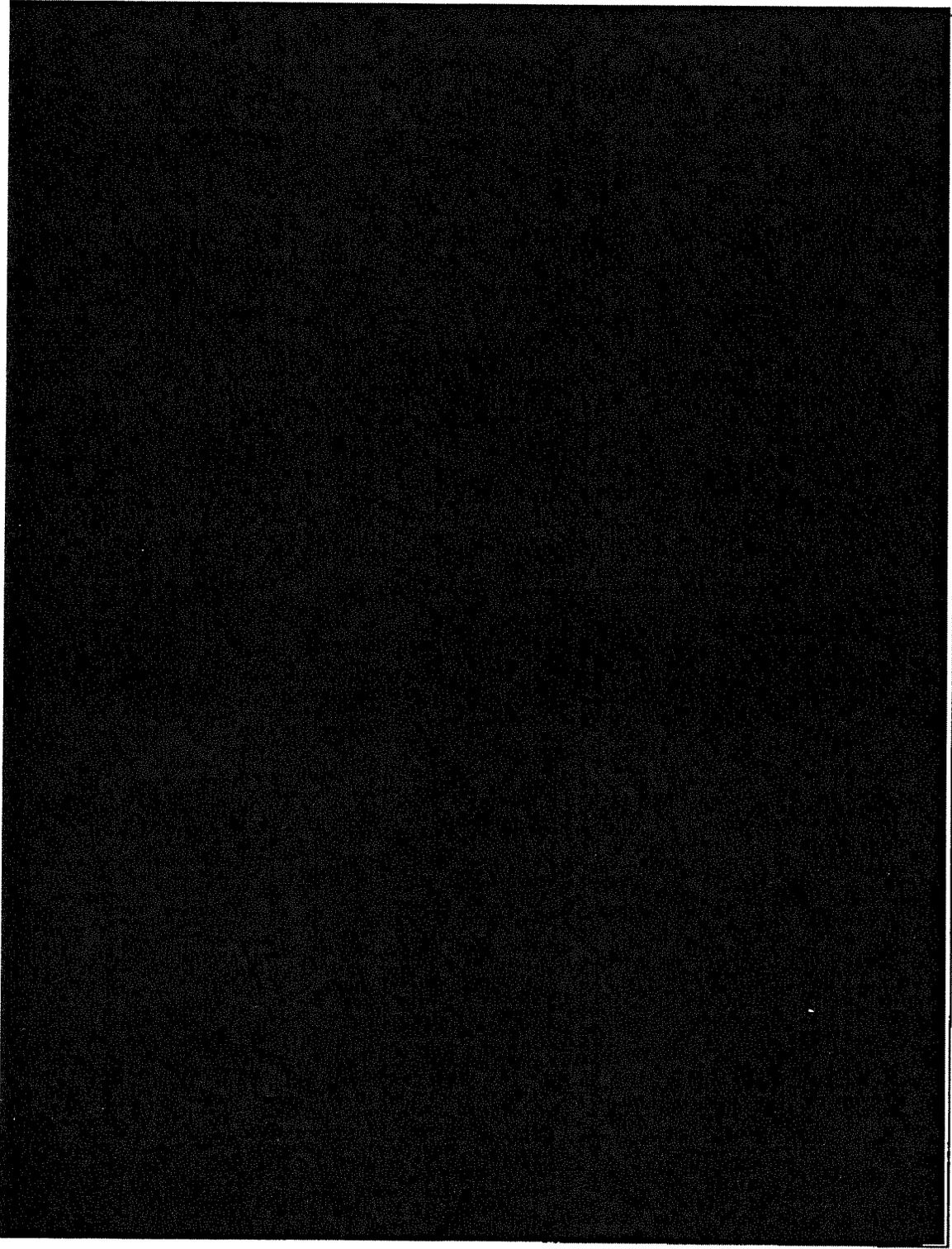


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Application 1 of 2

Applicant Non-Profit Corporation _____

25. Provide a summary of the RMD's operating procedures for the prevention of the diversion of marijuana.

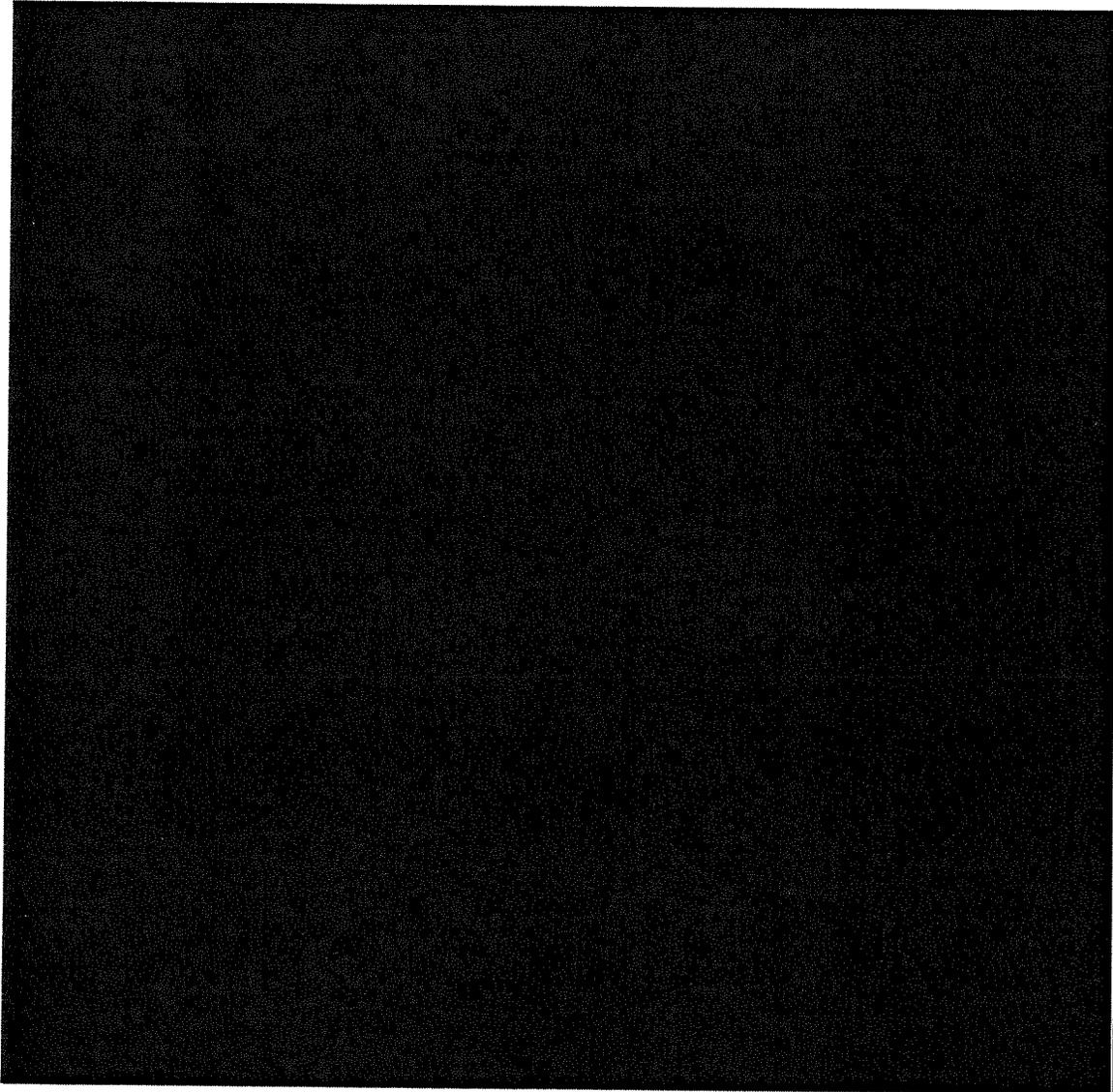


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Application 1 of 2

Applicant Non-Profit Corporation _____

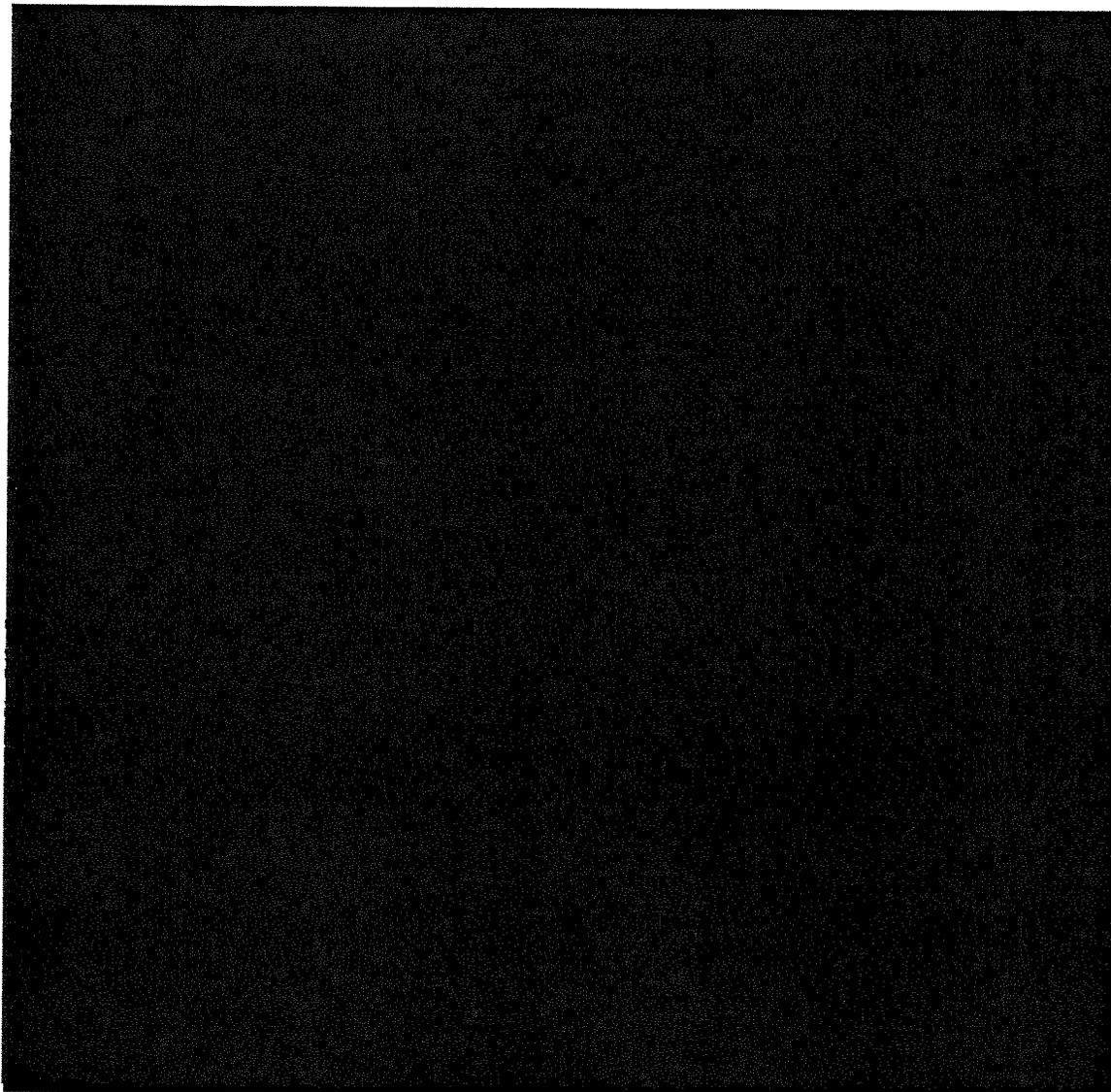
26. Provide a summary of the RMD's operating procedures for the storage of marijuana for medical use.



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Application 1 of 2 Applicant Non-Profit Corporation _____

27. Provide a summary of the RMD's operating procedures for the transportation of marijuana for medical use.

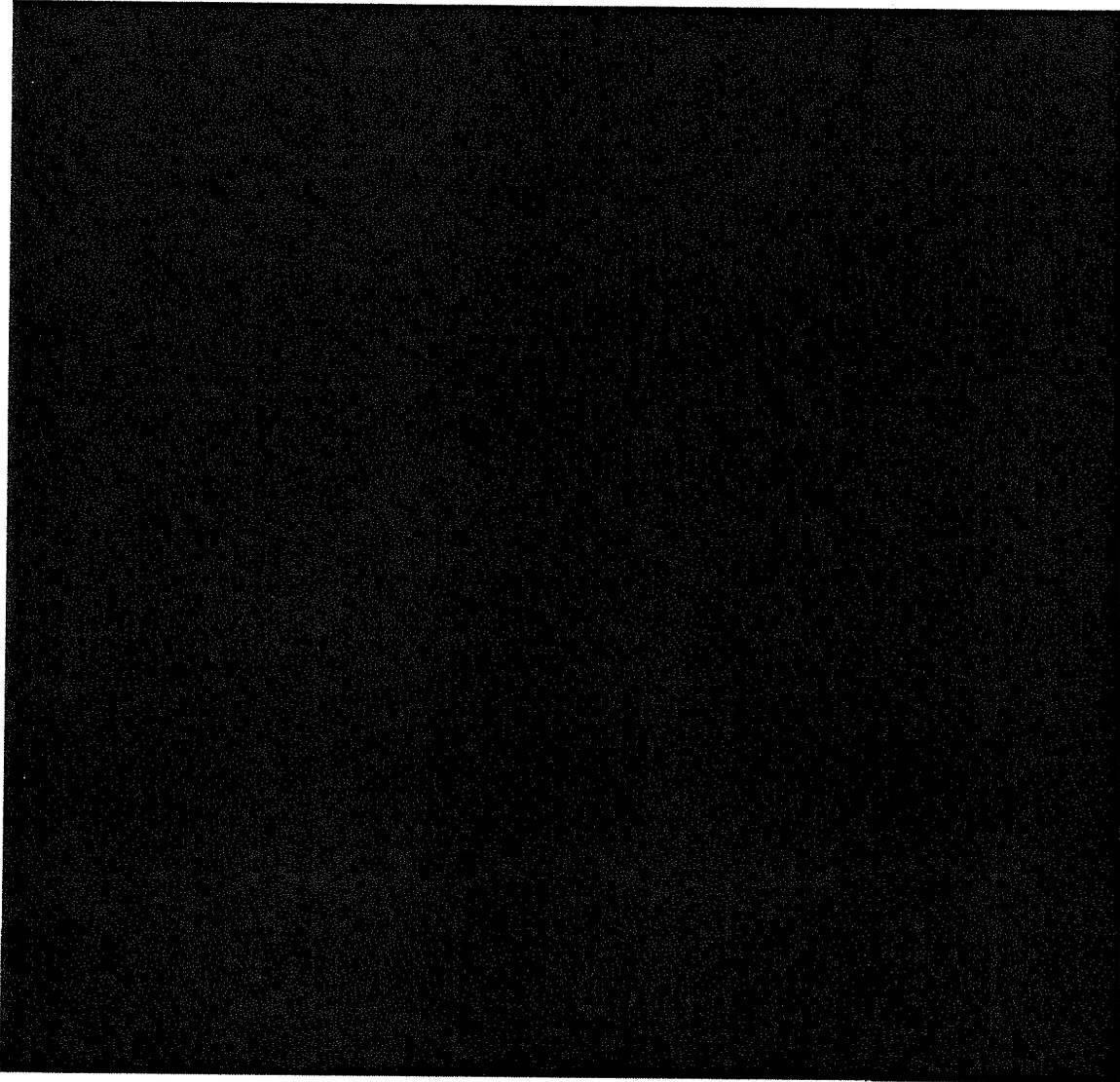


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Application 1 of 2

Applicant Non-Profit Corporation _____

28. Provide a summary of the RMD's operating procedures for inventory management.



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Application 1 of 2 Applicant Non-Profit Corporation _____

29. Provide a summary of the RMD's operating procedures for quality control and testing of product for potential contaminants.

GTI will follow Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products for Massachusetts RMD's, including proper sampling, collection, and completion of logs and chain of custody forms.

GTI will contract with an independent accredited ISO 17025 lab approved by DPH. No GTI employee or executive will have a financial or other interest in the lab. No test-lab staff will receive financial compensation from GTI. Test-lab staff performing marijuana analyses will be DPH-registered agents. As frequently as specified by DPH, outside lab will test for cannabinoid profile and contaminants including mold, mildew, heavy metals, plant-growth regulators, and presence of nonorganic pesticides. Test-lab will provide narrative pursuant to Finished MMJ Protocol 8.0. Excess product will be returned to GTI for disposal. GTI will use expiration dates and dispose of expired products.

Results of all tests will be retained for at least 1 year. Copies of pertinent 3rd party tests will accompany all products. Quality control SOPs will be available to patients/caregivers.

GTI's quality control SOPs also address voluntary/mandatory recalls, including recalls due to any action initiated by DPH, as well as voluntary actions to remove defective/potentially defective product from the market.

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Application 1 of 2 Applicant Non-Profit Corporation _____

30. Provide a summary of the RMD's operating procedures for maintaining confidentiality of registered qualifying patients, personal caregivers, and dispensary agents, as required by law.

In compliance with 105 CMR 725.200, 725.105(H) & (I), patients, caregivers, & agent info is confidential & shall not be disclosed without the written consent of the individual to whom the information applies, or as required under court order. DPH may access this information to carry out official duties. Hard copies of records stored in secure locked area, w/ limited access. Any loss/alteration of records related to MJ/MIPs, patients, caregivers, or agents reported to DPH, law enforcement & protected party.

Agents will have documented mandatory confidentiality training.

Patient tracking software will be in accordance with HIPAA principles & encrypted. Network servers will be protected by SSL, firewall, biometric locks in a secure area with 24 hr surveillance. Software & infrastructure will be updated regularly, including relevant security patches. Software will be compliant & compatible with DPH's electronic system. Access to database limited to key agents.

Data security strategies incl. frequent password changes, length & character diversity requirements for passwords, restrictions of personal flash/thumb drives on computers, marking software for each system and securing when not in use.

Emails to patients will say "Confidential" & be sent on secure servers, either individually, using BCC, or using secure bulk email and will not provide patient info or refer to MJ in subject line.

Depending on siting & balanced with security, parking, entrance & exit will be discreet.

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Application 1 of 2 Applicant Non-Profit Corporation _____

31. Provide a summary of the RMD's personnel policies.

GTI is in compliance with 725.105(1)(4) & committed to safety, professional development, compliance, equitable compensation, & healthcare benefits. GTI provides equal opportunities regardless of race, religion, ethnicity, sexual orientation or other factors resulting in discrimination. Policies include: safety, harassment, work hours, job reviews, maintaining alcohol, tobacco, & drug free workplace, compensation, benefits, vacation/holidays/leaves, training/professional development, record keeping, agent registration, compliance, security, standards of conduct, confidentiality.

GTI to register in the MMJ Online System. BOD/ agents/EMTs/volunteers will be agents & remain compliant per 725.030 (A)-(C) & (E). Personnel records will be kept for at least 1yr following termination. GTI to notify DPH no more than 1 business day after termination.

To strengthen the local community, recruiting locally is a priority. Agents will receive training on confidentiality, internal security policies, emergency procedures and will complete training specific to their job function. Agents will receive, at minimum, 8hrs of on-going training annually.

Any agent who diverts MJ or engages in unsafe practices will be dismissed and such activities will be reported to law enforcement & DPH.

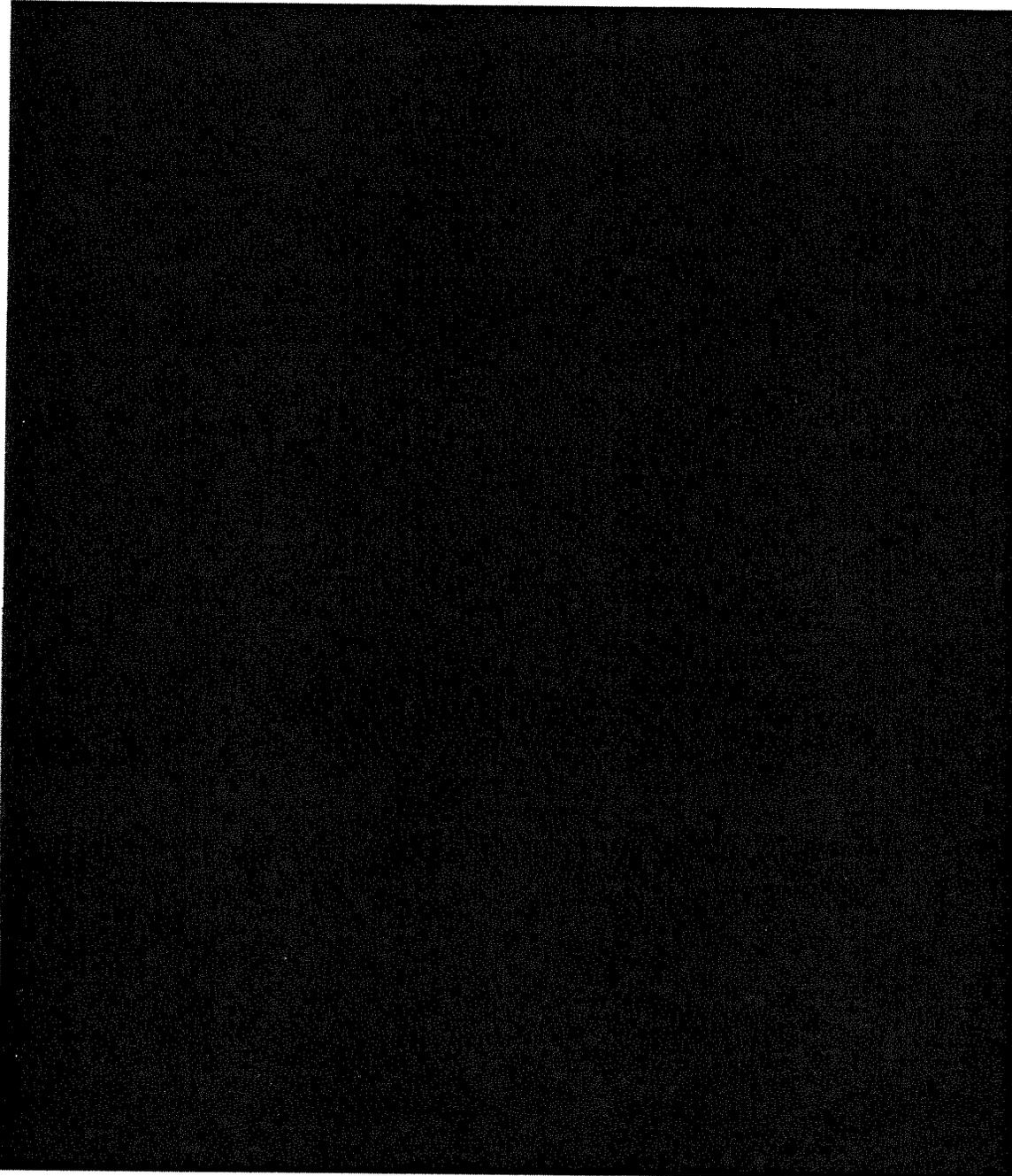
Agents in contact with MJ or non-edible MIPs, will be subject to the requirements for food handlers specified in 105 CMR 300.000 & shall conform to sanitary & good hygienic practices.

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Application 1 of 2

Applicant Non-Profit Corporation _____

32. Provide a summary of the RMD's operating procedures for dispensing of marijuana for medical use.



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33. Provide a summary of the RMD's operating procedures for record keeping.

GTI's SOPs ensure records are accurate and comply with 105 CMR 725.105(G)-(I). Seed-to-sale tracking records will be kept for all marijuana and MIPs. GTI will immediately notify law enforcement/DPH within 24 hours after discovering any loss/unauthorized alteration of records. Records will be kept in a secure location pursuant to DPH regulations. In the event the company closes, all records will be kept for at least 2 years at GTI's expense, in a form/location acceptable to DPH.

Records available to DPH include, but are not limited to:

- Staffing plan/personnel
- Board members/executives/members of non-profit corporation
- Training materials for agents
- Patient education materials
- Inventory
- Cultivation records
- CORI reports (properly obtained and kept separate from general personnel records)
- Assets and liabilities
- Monetary transactions
- Account books (journals/ledgers and supporting documents; agreements/checks/invoices/vouchers)
- Sales (name of patient/caregiver to whom dispensed, including quantity/form/cost)
- Business (employee salary/wages, stipends to board members, executive compensation, and any bonus/benefit/item of value paid to anyone affiliated with GTI)
- Waste disposal
- Product sampling/testing
- Transportation
- Security
- Incident reports
- DPH correspondence
- Recalls/Withdrawals/Complaints
- Most recent 3rd party financial audit
- Results of new/ongoing RMD agent background info
- SOPs and changes to SOPs
- DPH notification/de-registration of RMD agents

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34. Provide a summary of the RMD's plans for providing patient education.

Pursuant to 725.105(K), GTI will have an adequate supply of up-to-date educational materials for patients & caregivers. Materials will be available in languages accessible to all of patients & caregivers, including for the visually- and hearing-impaired. In addition to consultations/materials, GTI plans to host educational meetings. All materials will be made available to DPH upon request.

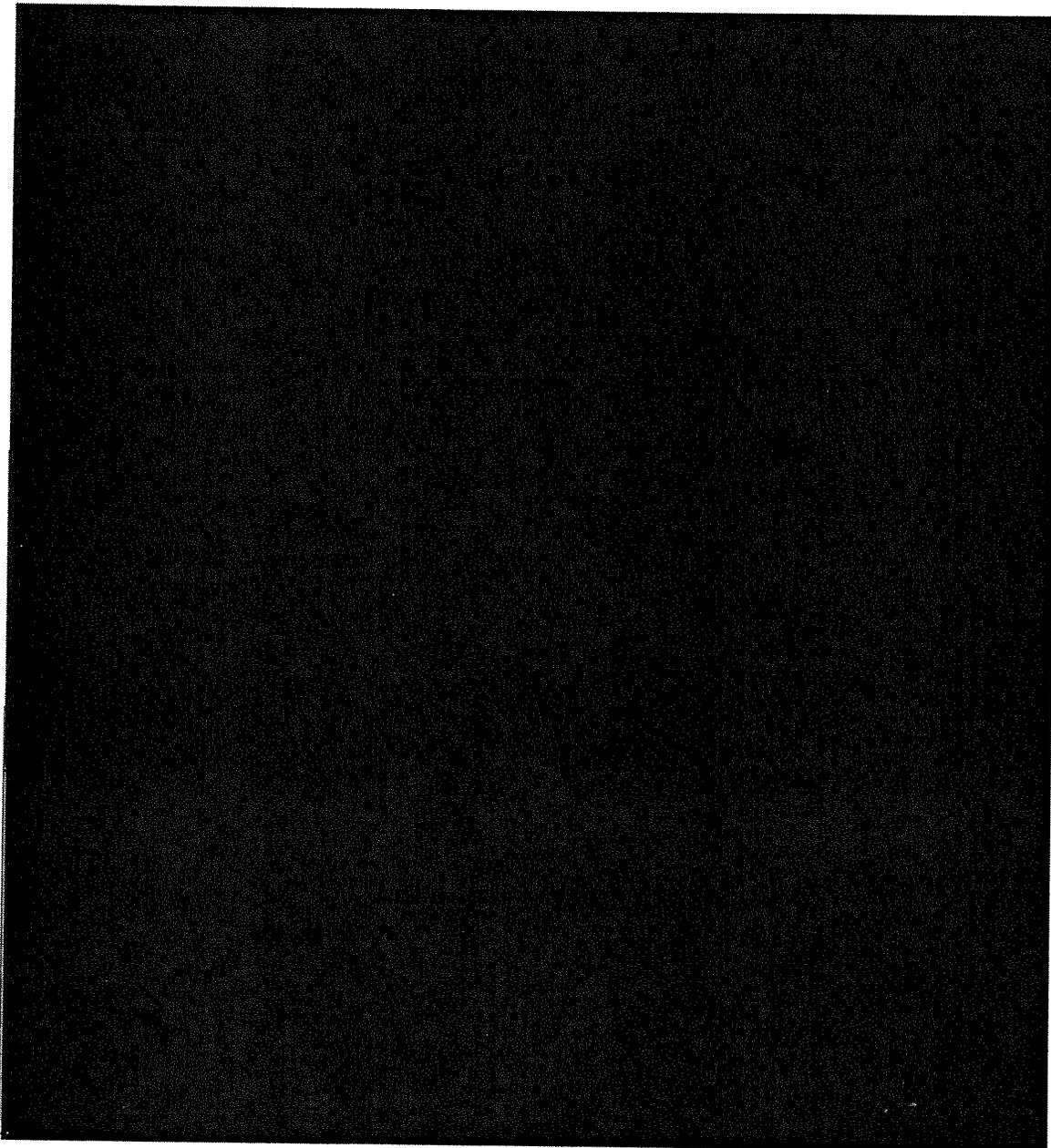
Education materials include, but are not limited to: a warning that marijuana has not been approved or analyzed by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children; a warning that driving under the influence of marijuana is prohibited and machinery should not be operated; info to assist in the selection of marijuana, describing the potential differing effects of various strains and forms and routes of administration; sheets for enabling patients and caregivers to track the strains used and their associated effects; information regarding the proper dosage and titration for different routes of administration and explaining the impact of potency; a discussion of tolerance, dependence and withdrawal; and facts regarding substance abuse signs and symptoms, referral information for substance abuse treatment programs; and a statement that the patient may not distribute the marijuana to anyone else and must return unused, excess or contaminated product to the RMD for disposal.

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Application 1 of 2

Applicant Non-Profit Corporation _____

35. Provide a summary of the RMD's operating procedures for patient or personal caregiver home-delivery, if the RMD plans to provide home-delivery services.



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Application 1 of 2

Applicant Non-Profit Corporation _____

36. Provide a summary of the RMD's policies and procedures for the provision of marijuana for medical use to registered qualifying patients with verified financial hardship without charge or at less than the market price.

GTI is committed to assisting those with verified financial hardships. Applicants who have a Verified Financial Hardship, i.e. are recipients of MassHealth, or Supplemental Security Income, or their income does not exceed 300% of the federal poverty level, adjusted for family size, shall qualify for GTI's financial hardship program. GTI will provide patients with a financial affidavit form modeled after the form provided by the Supreme Judicial Council for use in the Courts to determine whether a patient qualifies for a Verified Financial Hardship per 105 CMR 725.004 and 105 CMR 725.100(A) (6).

All patients with a documented Verified Financial Hardship as defined by 105 CMR 725.004 will be provided reduced cost or free marijuana.

Based on current projections, GTI plans to provide free and low cost medicine at the following levels to patients with a Verified Financial Hardship:

- ≤100% of FPL: free up to 2 gram/week, 50% discount thereafter up to .25 ounce/month. Paraphernalia at cost;
- >100% but ≤200% of FPL: free up to 1 gram/week, 35% discount thereafter up to .25 ounce/month. Paraphernalia at cost + 10%; and
- >200% but ≤300% of FPL: free up to .5 gram/week, 20% discount thereafter up to .25 ounce/month. Paraphernalia at cost + 20%.

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Application 1 of 2 Applicant Non-Profit Corporation _____

37. Provide a summary of the training(s) that the RMD intends to provide to Dispensary Agents.

GTI agents will complete formal training tailored to the roles and responsibilities of the particular job function. Agents must complete approx. 2-5 days of training prior to performing job functions. At a minimum, 8hrs of on-going training will be required annually, but GTI plans to hold mandatory refresher training every 6 months. All training records will include a signed statement of the agent indicating the date, time, and place they received training, the topics discussed, and the name/title of instructor. Agents may be sent to GTI's Illinois dispensary to shadow an employee who holds the same position. GTI SOPs also detail training evaluations & performance reviews.

Training, depending on agent position, will include:

- New agent orientation; overview of the Act for Humanitarian Use of Medical Marijuana & 105 CMR 725.000
- Smoke, alcohol & drug free workplace
- Storage
- Patient & caregiver identification
- Compliance, regulation, & law
- Privacy & Confidentiality
- Cultivation & MIPs processing, safety, & security
- Dispensary safety & security & LAAs
- Emergency & incident management
- Inventory management & diversion prevention
- Manufacturing safety & security
- Waste disposal
- Community & patient interaction
- Record keeping & reporting
- Product handling & sanitation
- Transportation
- Advertising restrictions
- Whistleblowing
- Law enforcement interaction
- Internal audits
- Patients w/disabilities
- Testing/sampling
- Dispensing limits
- Packaging/labeling

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Application 1 of 2

Applicant Non-Profit Corporation _____

38. Will the Corporation provide worker's compensation coverage to the RMD's Dispensary Agents?

Yes No

39. Will the Corporation obtain professional and commercial insurance coverage?

Yes No

40. Describe the Corporation's plan to obtain liability insurance or place in escrow the required amount to be expended for coverage of liabilities.

Applicant intends to obtain the following liability insurance that is consistent with the guidelines set forth in 105 CMR 725:

- Annual general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- Annual product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate with a per occurrence deductible of \$5,000 or less.

Applicant is confident that it will be able to successfully obtain the required general liability and product liability insurance coverage. Members of the Non-Profit's executive team, through their involvement with GTI Illinois, are very familiar with the commercial marijuana insurance market.

In the event adequate coverage is unavailable in the marketplace at a reasonable rate, GTI will place in escrow at least \$250,000 to be expended for coverage of liabilities. Any withdrawal from escrow will be replenished within 10 business days.

GTI will keep records documenting compliance with 725.105(Q) in a manner and form determined by the DPH, pursuant to 725.105(M).

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Application 1 of 2

Applicant Non-Profit Corporation _____

SECTION F. CAPITAL CONTRIBUTORS

List all persons and entities known to date that are committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, list the entity's Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

Attach additional tables if needed.

Individual Name	Amount of Initial Capital Committed	Percentage of Initial Capital Committed
N/A	\$	

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Application 1 of 2

Applicant Non-Profit Corporation _____

Entity Name	Leadership Names	Amount of Initial Capital Committed	Percentage of Initial Capital Committed
KP Capital, LLC	Entity CEO/ED: Ben Kovler, CEO/Managing Member Entity President/Chair:	\$ 501,000.00	100%
	Entity CEO/ED: Entity President/Chair:	\$	
	Entity CEO/ED: Entity President/Chair:	\$	
	Entity CEO/ED: Entity President/Chair:	\$	
	Entity CEO/ED: Entity President/Chair:	\$	

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Application 1 of 2

Applicant Non-Profit Corporation _____

ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory of the non-profit applicant 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

10-30-15
Date Signed

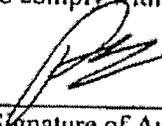
Peter Kadens

Print Name of Authorized Signatory

Chief Executive Officer, GTI-Massachusetts NP Corporation

Title of Authorized Signatory

I hereby attest that if the corporation is allowed to proceed to submit a *Siting Profile*, the corporation is prepared to comply with all *Siting Profile* requirements.



Signature of Authorized Signatory

10-30-15
Date Signed

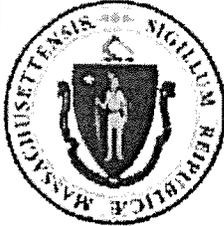
Peter Kadens

Print Name of Authorized Signatory

Chief Executive Officer, GTI-Massachusetts NP Corporation

Title of Authorized Signatory

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The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$35.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 180)

Identification Number: 001180072

ARTICLE I

The exact name of the corporation is:

GTI-MASSACHUSETTS NP CORPORATION

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

THE CORPORATION IS ORGANIZED FOR NONPROFIT PURPOSES INCLUDING, BUT NOT LIMITED TO, PROVIDING ALTERNATIVE MEDICAL CARE AND EDUCATIONAL SERVICES TO CITIZENS OF THE COMMONWEALTH OF MASSACHUSETTS. THE CORPORATION MAY, AS PERMITTED BY LAW, ENGAGE IN ANY AND ALL ACTIVITIES IN FURTHERANCE OF, RELATED TO, OR INCIDENTAL TO THESE PURPOSES, WHICH MAY LAWFULLY BE CARRIED ON BY A CORPORATION FORMED UNDER CHAPTER 180 OF THE GENERAL LAWS OF MASSACHUSETTS.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

MAY BE SET FORTH IN BY-LAWS.

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

(If there are no provisions state "NONE")

IN FURTHERANCE OF ITS CORPORATE PURPOSES, THE CORPORATION SHALL HAVE, ALL OF THE POWERS SPECIFIED IN SECTION 6 OF CHAPTER 180 AND IN SECTIONS 9, 9A AND 9B OF CHAPTER 156B OF THE MASSACHUSETTS GENERAL LAWS (EXCEPT THOSE PROVIDED IN PARAGRAPH (M) OF SAID SECTION 9) AS NOW IN FORCE OR AS HEREAFTER AMENDED. AND MAY CARRY ON ANY OPERATION OR ACTIVITY REFERRED TO IN ARTICLE 2 OF THE ARTICLES OF ORGANIZATION TO THE SAME EXTENT AS MIGHT AN INDIVIDUAL, EITHER ALONE OR IN A JOINT VENTURE OR OTHER ARRANGEMENT WITH OTHERS, OR THROUGH A WHOLLY OR PARTIALLY OWNED OR CONTROLLED CORPORATION; PROVIDED, HOWEVER, THAT NO SUCH POWER SHALL BE EXERCISED IN A MANNER INCONSISTENT WITH SAID CHAPTER 180 OR ANY OTHER CHAPTER OF THE MASSACHUSETTS GENERAL LAWS. THE DIRECTORS

AND OFFICERS OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE FOR ANY DEBT, LIABILITY OR OBLIGATION OF THE CORPORATION. ALL PERSONS, CORPORATIONS OR OTHER ENTITIES EXTENDING CREDIT TO, CONTRACTING WITH OR HAVING ANY CLAIM AGAINST THE CORPORATIONS MAY LOOK ONLY TO THE FUNDS AND PROPERTY OF THE CORPORATION FOR THE PAYMENT OF ANY SUCH CONTRACT OR CLAIM OR FOR THE PAYMENT OF ANY DEBT, DAMAGES, JUDGMENT OR DECREE, OR OF ANY MONEY THAT MAY OTHERWISE BECOME DUE OR PAYABLE TO THEM FROM THE CORPORATION. THE OFFICERS AND DIRECTORS OF THE CORPORATION SHALL HAVE NO PERSONAL LIABILITY TO IT OR TO ITS MEMBERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, SUCH PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF ANY OFFICER OR DIRECTOR A) FOR ANY BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION. B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR IN WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, OR C) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED AT ANY TIME AS AN OFFICER OR DIRECTOR OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY; PROVIDED THAT NO INDEMNIFICATION SHALL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER AS TO WHICH HE OR SHE SHALL HAVE BEEN FINALLY ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; AND FURTHER PROVIDED THAT ANY COMPROMISE OR SETTLEMENT PAYMENT SHALL BE APPROVED BY A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING. THE INDEMNIFICATION PROVIDED HEREUNDER SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF PERSONS ENTITLED TO INDEMNIFICATION HEREUNDER. THE RIGHT OF INDEMNIFICATION UNDER THIS ARTICLE SHALL BE IN ADDITION TO AND NOT EXCLUSIVE OF ALL OTHER RIGHTS TO WHICH ANY PERSON MAY BE ENTITLED. THIS ARTICLE CONSTITUTES A CONTRACT BETWEEN THE CORPORATION AND THE INDEMNIFIED OFFICERS AND DIRECTORS. NO AMENDMENT OR REPEAL OF THE PROVISIONS OF THIS ARTICLE WHICH ADVERSELY AFFECTS THE RIGHT OF AN INDEMNIFIED OFFICER OR DIRECTOR UNDER THIS ARTICLE SHALL APPLY TO SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS WHICH OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL. ALL REFERENCES HEREIN: (I) TO THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, OR ANY CHAPTER THEREOF, SHALL BE DEEMED TO REFER TO SAID GENERAL LAWS OR CHAPTER AS NOW IN FORCE OR HEREAFTER AMENDED; AND (II) TO PARTICULAR SECTIONS OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS SHALL BE DEEMED TO REFER TO SIMILAR OR SUCCESSOR HEREAFTER ADOPTED. THE CORPORATION'S BY-LAWS MAY BE AMENDED IN WHOLE OR IN PART PURSUANT TO THE PROCEDURES SET FORTH IN THE BY-LAWS.

Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

7/2/2015

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

No. and Street: 109 STATE STREET
SUITE 404
City or Town: BOSTON State: MA Zip: 02109 Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	PETER KADENS		Until successors are duly elected and qualified
TREASURER	BENJAMIN KOVLER		Until successors are duly elected and qualified
CLERK	BENJAMIN KOVLER		Until successors are duly elected and qualified
DIRECTOR	DAVID GERZOF RICHARD		Until successors are duly elected and qualified
DIRECTOR	MATTHEW LEVINE		Until successors are duly elected and qualified
DIRECTOR	PETER KADENS		Until successors are duly elected and qualified
DIRECTOR	BENJAMIN KOVLER		Until successors are duly elected and qualified

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
December

d. The name and business address of the resident agent, if any, of the business entity is:

Name: ADAM FINE
No. and Street: 109 STATE STREET
SUITE 404
City or Town: BOSTON State: MA Zip: 02109 Country: USA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:

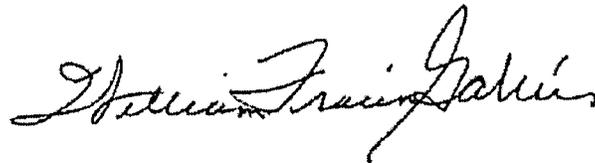
IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 2 Day of July, 2015. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

PETER KADENS, PRESIDENT & DIRECTOR

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

July 02, 2015 03:08 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: October 05, 2015

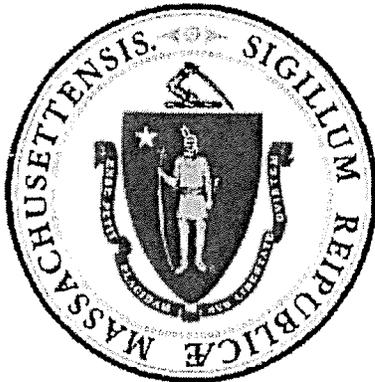
To Whom It May Concern :

I hereby certify that according to the records of this office,

GTI-MASSACHUSETTS NP CORPORATION

is a domestic corporation organized on **July 02, 2015**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 15105608790

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: nmc

**BY-LAWS OF GTI-MASSACHUSETTS NP CORP.
A MASSACHUSETTS NON-PROFIT CORPORATION**

**ARTICLE I
General Provisions**

Section 1.1 Name. The name of this Non-profit corporation is GTI-Massachusetts NP Corp. and shall herein be referred to as the "Non-Profit."

Section 1.2 Offices. The principal business office of the Non-Profit shall be at 109 State Street, Suite 404, Boston, Massachusetts 02109. The Non-Profit may also have offices at such other places as the Non-Profit may require.

Section 1.3 Fiscal Year. The fiscal year of the Non-Profit shall begin on January 1 and end on the following December 31 of each year.

Section 1.4 No Voting Members. The Non-Profit shall have no voting members. All powers of the Non-Profit shall be held by the board of directors. Any action or vote required or permitted by any law, rule, or regulation to be taken by members shall be taken by action or vote of the same percentage of the board of directors of the Non-Profit. No person now or hereafter designated by the Non-Profit as a "member" for fundraising or other purposes shall be or be deemed to be a member for purposes of the Articles of Organization or By-Laws of the Non-Profit nor shall such person have any voting or fiduciary rights or responsibilities of the Non-Profit.

**ARTICLE II
Statement of Purposes**

The Non-Profit is organized for non-profit purposes including, but not limited to, providing patients with knowledgeable, dedicated, compassionate herbal medicine expertise, and high quality, affordable medicine. As permitted by law, the Non-Profit may engage in any and all activities in furtherance of, related to, or incidental to these purposes, the activities being lawful for a non-profit formed under Chapter 180 of the General Laws of Massachusetts. Any revenue from the Non-Profit shall be used solely in furtherance of the Non-Profit's purposes.

**ARTICLE III
Board of Directors**

Section 3.1 Authority. The business and affairs of the Non-Profit shall be controlled and governed by the board of directors, which shall have the right to exercise all powers of the Non-Profit as permitted by law.

Section 3.2 Composition. The number of directors and the manner by which new directors are nominated and appointed shall be determined by the directors.

Section 3.3 Terms of Office. The board of directors shall determine the length and number of terms to be served by directors.

Section 3.4 Meetings. The board of directors shall hold annual meetings each year and may select the time and place for annual and other meetings of the board. The board of directors must meet a minimum of once per quarter at the principal place of business. Other meetings of the board of directors may be called by the president or by a majority of the directors then in office by delivering notice in writing, of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

Section 3.5 Quorum and Voting. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board. At any meeting of the board of directors at which a quorum is present, a majority of those directors present shall decide any matter, unless a different vote is specified by law, the Articles of Organization, or these By-Laws. A tie vote shall result in the motion or action being defeated.

Section 3.6 Meetings by Remote Communication. One or more directors may attend any annual, regular, special, or committee meeting of the board through telephonic, electronic, or other means of communication by which all directors have the ability to fully and equally participate in all discussions and voting on a substantially simultaneous basis. Such participation shall constitute presence in person at such meeting.

Section 3.7 Action Without a Meeting. Any action required or permitted to be taken at any board meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors with respect to such subject matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a vote of the board of directors.

Section 3.8 Waiver of Notice for Meetings. Whenever any notice of a meeting is required to be given to any director under the Articles of Organization, these By-Laws, or the laws of the Commonwealth of Massachusetts, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

Section 3.9 Committees. By majority vote, the board of directors may create such standing and special committees as it determines to be in the best interest of the Non-Profit. The board of directors shall determine the duties, powers, and composition of such committees, except that the board shall not delegate to such committees those powers which by law may not be delegated. Each such committee shall submit to the board of directors at such meetings as the board may designate, a report of the actions and recommendations of such committees for consideration and approval by the board of directors. Any committee may be terminated at any time by the board of directors.

Section 3.10 Compensation. Directors, as such, shall not receive any salaries for their services on the board, but directors shall not be precluded from serving the Non-Profit in any other capacity and receiving reasonable compensation.

Section 3.11 Resignation. Any director may resign by delivering a written resignation to the Non-Profit at its principal office or to the president or clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

Section 3.12 Removal. Any director may be removed with or without cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors.

Section 3.13 Vacancies. Any vacancy occurring in the board of directors shall be filled by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE IV **Officers**

Section 4.1 Officers. The officers of the Non-Profit shall be a president, a treasurer and a clerk, and such other officers as may be elected in accordance with the provisions of this Article IV.

Section 4.2 Appointment. The officers of the Non-Profit shall be appointed by the board of directors at least one time every two years. Each officer shall hold office until a successor shall have been elected and qualified.

Section 4.3 Vacancies. A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

Section 4.4 Removal. Any officer may be removed with or without cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors.

Section 4.5 President. The president shall preside at all meetings of the board of directors. The president, or other proper officer or agent of the Non-Profit authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 4.6 Treasurer. The treasurer, or other proper officer or agent of the Non-Profit authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the Non-Profit; receive and give receipt for moneys due and payable to the Non-Profit from any source whatsoever, and deposit all such moneys in the name of the Non-Profit in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors.

Section 4.7 Clerk. The clerk shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in

accordance with the provisions of these By-Laws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

ARTICLE V **Corporate Transactions**

Section 5.1 **Contracts.** The board of directors may authorize any officer or officers, agent or agents of the Non-Profit in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Non-Profit, and such authority may be general or confined by specific instances.

Section 5.2 **Indebtedness.** All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Non-Profit, shall be signed by the president or treasurer, or such other officer or agent of the Non-Profit as from time to time may be determined by the board of directors. In the absence of such determination of the board, such instruments shall be signed by the president or treasurer of the Non-Profit.

Section 5.3 **Deposits.** All funds of the Non-Profit shall be deposited from time to time to the credit of the Non-Profit in such banks, trust companies, brokerages, or other depositories as the board of directors shall select.

ARTICLE VI **Books and Records**

The Non-Profit shall keep at the principal office of the Non-Profit correct and complete books and records of account; minutes of the proceedings of board of directors; and a register of the names and addresses of the directors of the Non-Profit. All books, and records of the Non-Profit may be inspected by any director, or agent or attorney thereof, for any proper purpose at any reasonable time.

ARTICLE VII **Restrictions on Activities**

The Non-Profit shall operate on a non-profit basis for the benefit of registered qualifying patients. Such corporation must ensure that revenue of the Non-Profit is used solely in furtherance of its nonprofit purpose. Any contract with the Non-Profit that requires the aggregate expenditure by Non-Profit to a third party in excess of one hundred thousand (\$100,000.00) dollars shall be approved by a majority vote of the disinterested directors.

ARTICLE VIII **Dissolution**

In the event of dissolution of the Non-Profit, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the Non-Profit, dispose of all the assets of the Non-Profit exclusively for the purposes of the Non-Profit, as the board of directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

ARTICLE IX
Conflicts of Interest

Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall: (a) fully disclose the nature of the interest and (b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the Non-Profit to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval. This Article IX may be further defined in applicable policy adopted by the board or directors.

ARTICLE X
Personal Liability

No officer or director of the Non-Profit shall be personally liable to the Non-Profit for monetary damages for, or arising out of, a breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an officer or director to the extent that such liability is imposed by applicable law (a) for a breach of the officer's or director's duty of loyalty to the Non-Profit or its members, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of applicable state or local law, or (c) for any transaction from which the officer or director derived an improper personal benefit.

ARTICLE XI
Indemnification

The Non-Profit shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or director of the Non-Profit against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Non-Profit; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article XI shall be in addition to and not exclusive of all other rights to which any person may be entitled.

This Article XI constitutes a contract between the Non-Profit and the indemnified officers and directors. No amendment or repeal of the provisions of this Article XI which adversely affects the right of an indemnified officer or director under this Article XI shall apply to such officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

ARTICLE XII
Amendments to By-Laws

These By-Laws may be amended or repealed by a majority vote of the entire board of directors.

ARTICLE XIII
Policies

The board of directors may adopt policies that shall be incorporated into these By-Laws. The following policies have been adopted and incorporated herein:

- Appendix 1: Conflict of Interest Policy
- Appendix 2: Whistleblower Policy
- Appendix 3: Document Retention and Destruction Policy
- Appendix 4: Compensation Setting Policy
- Appendix 5: Comprehensive Information Security Policy
- Appendix 6: Antitrust Policy

I, Ben Kovler, the Clerk of the Board of Directors attest that these By-Laws with the incorporated Appendices were adopted by GTI-Massachusetts NP Corp. on October 30, 2015, by a duly authorized vote of the Board.



BEN KOVLER
Clerk of the Board



PETER KADENS
President of the Board



ANTHONY GEORGIADIS
Director



MATTHEW LEVINE
Director

Appendix I

**GTI-MASSACHUSETTS NP CORP.
CONFLICT OF INTEREST POLICY**

I. Definitions

For purposes of this policy, the term "interest" shall include any personal connection or connection as a director, officer, member, stockholder, shareholder, partner, manager, trustee, beneficiary, employee or consultant of any concern on the part of a director, officer or key employee of GTI-Massachusetts NP Corp. ("Non-Profit"), or his/her immediate family member.

The term "concern" shall mean any corporation, association, trust, partnership, limited liability group, firm, person or entity other than the Non-Profit.

II. Policy

No director, officer or key employee of the Non-Profit shall be disqualified from holding any office or post in the Non-Profit by reason of any interest in any concern. A director, officer or key employee of the Non-Profit shall not be disqualified from engaging, either as vendor, purchaser or otherwise, or contracting or entering into any transaction with the Non-Profit or with any entity of which the Non-Profit is an affiliate, provided, however, that the following precautions are undertaken:

1. The interest of such director, officer or key employee is fully disclosed to the board of directors prior to its entering into the transaction.
2. No interested director, officer or key employee may vote or lobby (lobbying shall not include presenting to the board or a director the benefits of the transaction) on the matter or be counted in determining the existence of a quorum at the meeting of the board of directors at which such matter is voted upon.
3. Any transaction in which a director, officer or key employee has an interest shall be duly approved by the disinterested directors as being in the best interest of the Non-Profit. The disinterested directors shall seek and examine comparison data, showing the availability and price of alternative transactions, in making such determination.
4. Payments to the interested director, officer, or key employee shall be reasonable and shall not exceed fair market value.

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5. The minutes of the meeting at which the disinterested directors vote on the transaction shall reflect that disclosure of the potential conflict was made, that the interested director(s) abstained from voting, the rationale for approval, and how each disinterested director voted. The minutes shall be prepared and finalized within thirty (30) days of such meeting.

Directors, officers and key employees are required to disclose interests that could give rise to conflicts at least annually.

Appendix 2

**GTI-MASSACHUSETTS NP CORP.
WHISTLEBLOWER POLICY**

I. Expectation

GTI-Massachusetts NP Corp. (the "Non-Profit") expects directors, officers and employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

II. Open Door Policy

If any director, officer or employee has complaints, concerns, or questions as to the ethics or legality of a particular action taken by another director, officer or employee, he/she is encouraged to raise such complaints, concerns or questions with the relevant individual. With respect to directors, the relevant individual is the president of the board of directors or any other director. With respect to officers and employees, the relevant individual is the Chief Executive Officer, if there is one in office, and if not, any member of the board. In the event the director, officer or employee believes there may have been a legal transgression, and that it is not reasonable to raise the issue with a board member or the Chief Executive Officer, he/she should contact an outside attorney. Anyone filing a complaint concerning a violation or suspected violation of a law, regulation or ethical requirement must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Individuals making baseless or malicious accusations will be disciplined up to and including termination.

III. Requirement of Investigation

Within a reasonable time of receiving a complaint, concern or question regarding compliance with a law, regulation or ethics requirement, the Chief Executive Officer and/or board member shall open an investigation into the matter and pursue it to resolution. Should the Chief Executive Officer or board member find that a law, regulation or ethics requirement has been violated, appropriate action should be taken.

IV. Confidentiality

To the degree possible, the names of the individuals reporting under this Whistleblower Policy shall be kept confidential.

V. Protection from Retaliatory Action

Neither the Non-Profit nor its directors, officers, or employees may take any negative employment or other retaliatory action against any director, officer or employee who in good faith reports a violation of a law or regulatory requirement. A director, officer, or employee who retaliates against

someone who has reported a violation in good faith is subject to discipline including, but not limited to, termination of employment.

VI. General Policy

This general policy is not a contract and it may be rescinded or amended at any time by the Non-Profit. It is not intended to and does not create any legally enforceable rights whatsoever for any employee.

Appendix 3

**GTI-MASSACHUSETTS NP CORP.
DOCUMENT RETENTION AND DESTRUCTION POLICY**

I. Retention Policy

GTI-Massachusetts NP Corp. (the "Non-Profit") takes seriously its obligations to preserve information relating to litigation, audits, and investigations. The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Non-Profit may be required to keep in the future, and may include records that the Non-Profit is not required to keep.

From time to time, the Non-Profit may suspend the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings.

File Category	Item	Retention Period
Corporate Records	<i>By-Laws and Articles of Organization</i>	Permanent
	<i>Board resolutions</i>	Permanent
	<i>Board and committee meeting agendas and minutes</i>	Permanent
	<i>Conflict-of-interest disclosure forms</i>	4 years
Finance and Administration	<i>Financial statements (audited)</i>	7 years
	<i>Auditor management letters</i>	7 years
	<i>Payroll records</i>	7 years
	<i>Check register and checks</i>	7 years
	<i>Bank deposits and statements</i>	7 years
	<i>Chart of accounts</i>	7 years
	<i>General ledgers and journals (includes bank reconciliations)</i>	7 years
	<i>Investment performance reports</i>	7 years
	<i>Equipment files and maintenance records</i>	7 years after disposition
	<i>Contracts and agreements</i>	7 years after all obligations end
<i>Correspondence — general</i>	3 years	

Insurance Records	<i>Policies — occurrence type</i>	Permanent
	<i>Policies — claims-made type</i>	Permanent
	<i>Accident reports</i>	7 years
	<i>Safety (OSHA) reports</i>	7 years
	<i>Claims (after settlement)</i>	7 years
	<i>Group disability records</i>	7 years after end of benefits
Real Estate	<i>Deeds</i>	Permanent
	<i>Leases (expired)</i>	7 years after all obligations end
	<i>Mortgages, security agreements</i>	7 years after all obligations end
Tax	<i>IRS Tax returns and related correspondence</i>	Permanent
	<i>IRS Form 1120s</i>	7 years
	<i>State Tax returns</i>	7 years
Human Resources	<i>Employee personnel files</i>	Permanent
	<i>Retirement plan benefits (plan descriptions, plan documents)</i>	Permanent
	<i>Employee handbooks</i>	Permanent
	<i>Workers comp claims (after settlement)</i>	7 years
	<i>Employee orientation and training materials</i>	7 years after use ends
	<i>Employment applications</i>	3 years
	<i>IRS Form I-9 (store separate from personnel file)</i>	Greater of 1 year after end of service, or three years
	<i>Withholding tax statements</i>	7 years
	<i>Timecards</i>	3 years
Technology	<i>Software licenses and support agreements</i>	7 years after all obligations end

II. Electronic Documents and Records

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods should be tested on a regular basis.

III. Emergency Planning

The Non-Profit's records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Non-Profit operating in an emergency will, if possible, be duplicated or backed up at least weekly and maintained off-site.

IV. Document Destruction

Documents should be eliminated at the end of the relevant retention period. Destruction of financial and personnel-related documents should be accomplished by shredding.

Document destruction with respect to relevant documents will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or lawsuit.

V. Compliance

The Non-Profit's will periodically review these procedures with legal counsel or the Non-Profit's certified public accountant to ensure that they are in compliance with new or revised regulations.

Appendix 4

GTI-MASSACHUSETTS NP CORP. COMPENSATION SETTING POLICY

I. Introduction

This policy codifies the procedures by which the board of directors of GTI-Massachusetts NP Corp. (the "Non-Profit") sets the compensation of directors, top management officials, officers and key employees ("Executive Compensation"). These procedures are designed to comply with the "safe harbor" requirements set forth in the tax regulations on intermediate sanctions to create a rebuttable presumption of reasonableness in compensation levels.

II. Policy

The board of directors shall oversee the setting of Executive Compensation and shall (1) determine compensation of all directors, top management officials, officers and key employees, and (2) review, assess and approve the reasonableness of such compensation on a regular basis. In order to be approved as reasonable, compensation must be an amount that would ordinarily be paid for comparable work by similarly situated organizations under like circumstances. The particular education, experience and skill of the compensated individual may also be taken into account.

III. Guidelines

Compensation determinations made by the directors will be made in accordance with the following guidelines:

- i. In setting and determining the reasonableness of Executive Compensation, the board shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.
- ii. Board directors involved in setting and approving Executive Compensation, as well as any third parties providing professional advice to the board of directors in connection with setting and approving Executive Compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Board directors shall have no conflict of interest for these purposes if they (1) will not economically benefit from the compensation arrangement, (2) are not family members of a person who will economically benefit, (3) have no material financial interest affected by the compensation arrangement, and (4) are not family members of a person who has a material financial interest affected by the compensation arrangement.
- iii. Timely and accurate minutes of all final actions by the board regarding the setting and approval of Executive Compensation will be recorded and held with board records. Such minutes will include (1) the terms of the approved compensation arrangement and the date approved, (2) a list of the directors present during discussion, showing those who approved the arrangement, those who rejected it and those who recused themselves due to conflicts of interest, (3) the comparability data relied upon

and how such data was obtained, and (4) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.

Appendix 5

**GTI-MASSACHUSETTS NP CORP.
COMPREHENSIVE INFORMATION SECURITY POLICY**

I. Objective

It is the objective of GTI-Massachusetts NP Corp. (the "Non-Profit") in the development and implementation of this comprehensive information security program ("CISP") to create effective administrative, technical and physical safeguards for the protection of personal information, and to comply with obligations under 201 CMR 17.00. This CISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. For purposes of this CISP, "personal information" means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (1) Social Security number; (2) driver's license number or state-issued identification card number; or (3) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. The Non-Profit generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public.

II. Purpose

The purpose of the CISP is to:

- Ensure the security and confidentiality of personal information;
- Protect against any anticipated threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

III. Data Security Coordinator

The Non-Profit appoints the Treasurer to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:

- Initial implementation of the CISP;
- Regular testing of the CISP's safeguards;

- Evaluating the ability of each of the Non-Profit's third party service providers to implement and maintain appropriate security measures for the personal information to which the Non-Profit permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;
- Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in the Non-Profit's business practices that may implicate the security or integrity of records containing personal information; and
- Conducting an annual training session for all directors, officers, employees, volunteers and independent contractors, including temporary and contract employees who have access to personal information on the elements of the CISP.

IV. Handling Personal Information

A. Paper Records

All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with the Non-Profit's document destruction policy using an office-grade shredder. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible employee, and if hand delivered, will not be left unattended at any point in the transition.

Checks. When the Non-Profit receives checks from members of the public, it will make only one hard copy and keep it in a locked file cabinet with restricted access. The checks themselves will also be kept under lock and key until they are deposited.

Paper employment records. Paper employment records must be kept under lock and key and accessed only by staff members responsible for employment issues and/or by the Chief Executive Officer.

B. Electronically Held Records

The Non-Profit requires the following security systems with respect to the maintenance of personal information on its computers:

Authentication Protocols. The Data Security Coordinator shall secure user authentication protocols including:

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;

- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

Access Protocols. The Data Security Coordinator shall implement the following secure access control measures:

- Restrict access to records and files containing personal information to those who need such information to perform their job duties; and
- Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access that is reasonably designed to maintain the integrity of the security of the access controls.

Restriction on E-mailing Personal Information. The Non-Profit will not, as a general rule, send or accept personal information by e-mail. To the extent exceptions must be made, the security measures described in this CISP shall be taken.

Encryption. Should any records and files containing personal information be transmitted across public networks or wirelessly, such records or files shall be encrypted. Personal information stored on laptops and other portable devices shall also be encrypted.

Monitoring. The Non-Profit shall take all steps necessary to reasonably monitor its computer network for unauthorized use of or access to personal information.

Firewalls. All files containing personal information on a system that is connected to the Internet shall be protected by a reasonably up-to-date firewall protection and operating system security patches designed to maintain the integrity of the personal information.

Virus protection. All computers containing personal information shall be protected by reasonably up-to-date versions of system security agent software, including malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

C. Vendors

The Non-Profit may share personal and financial information with its payroll service, its CPA firm, legal counsel, credit/debit card vendors and Pay Pal. The Non-Profit requires each of these organizations to send written evidence, signed by an authorized person, confirming that they follow a security plan that fully complies with 201 CMR 17.

V. Training

The Data Security Coordinator shall ensure that all employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers who have access to personal information are trained on the data security requirements provided in this CISP.

VI. Persons Separating from the Non-Profit

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers upon termination or resignation shall immediately be denied access to physical and electronic records containing personal information and will be required to return or destroy all records and files containing personal information in any form that may at the time of such termination or resignation be in their possession or control, including all such information stored on laptops, portable devices, or other media, or in files, records, notes, or papers.

VII. Security Breach and Notification

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers, shall as soon as practicable and without unreasonable delay notify the Data Security Coordinator when such person knows or has reason to know of a security breach or when the person knows or has reason to know that personal information was acquired or used by an unauthorized person or used for an unauthorized purpose.

A "security breach" is any unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information that creates a substantial risk of identity theft or fraud. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for lawful purposes, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

When the Data Security Coordinator is informed of a security breach, he/she will (1) notify the individual whose information was compromised, and (2) notify the Massachusetts Attorney General and the Office of Consumer Affairs and Business Regulation.

The notice to the individual will be in writing, possibly by electronic mail, and will include the following information:

- A general description of the incident;
- Identification of the personal information that may be at risk;
- A description of the security program;
- A phone number to call for further information;

- Suggestion of extra caution, to review account statements, and to obtain a credit report; and
- Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

The notice to the Office of Consumer Affairs and Business Regulation and to the Attorney General will include the following:

- A detailed description of the nature and circumstances of the breach of security;
- The number of people affected as of the time of notification;
- The steps already taken relative to the incident;
- Any steps intended to be taken relative to the incident subsequent to notification; and
- Information regarding whether law enforcement is engaged investigating the incident.

Non-Retaliation. The Non-Profit will not retaliate against anyone who reports a security breach or non-compliance with CISP, or who cooperates in an investigation regarding such breach or non-compliance. Any such retaliation will result in disciplinary action by the responsible parties up to and including suspension or termination.

Documentation. The Non-Profit shall document all responsive actions taken in connection with any incident involving a security breach.

Appendix 6

**GTI-MASSACHUSETTS NP CORP.
ANTITRUST POLICY**

It is the policy of GTI-Massachusetts NP Corp. (the "Non-Profit") to comply fully with all federal and state antitrust laws, which prohibit companies from working together to restrict competition. It is also the policy of the Non-Profit that it and its directors and officers are informed about antitrust laws and recognize possible antitrust issues or questions.

It is legal for competitors within the medical use of marijuana industry to work together, unless such work unlawfully restricts competition within the industry. Although the Non-Profit's activities generally do not present antitrust issues, to ensure against inadvertent violations of federal and state antitrust laws, directors, except to ensure that prices are reasonable and affordable for the Non-Profit's patients, and to prevent diversion for non-medical purposes, directors, officers and employees shall not discuss with competitors the following: increasing, decreasing, or stabilizing prices for medical marijuana or related products and services; and establishing market monopolies for products or services.

Furthermore, directors, officers, and employees shall not engage in any actions in the context of the Non-Profit's activities which appear to be anti-competitive in purpose or inconsistent with this policy.

Any questions regarding antitrust issues and the Non-Profit's activities shall be directed to the President, if any, and referred to counsel if deemed necessary.

Pursuant to 105 CMR 725.100(A)(2), no executive, member, director or any entity owned or controlled by such executive, member or director may directly or indirectly control more than three (3) registered marijuana dispensaries in the Commonwealth of Massachusetts.

Applicant Non-Profit Corporation _____

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

Name

Peter Kadens

Residential Address**Title (at applicant non-profit corporation)**

Chief Executive Officer

Name of Applicant Non-Profit Corporation

GTI-Massachusetts NP Corporation

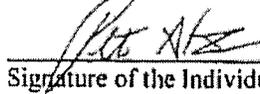
Highest Education Attained – Institution, Degree, and YearBucknell University (2000)
Bachelor of Arts in Political Science

Applicant Non-Profit Corporation _____

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

Employer	Title	Time Period
GTI-Clinic Illinois Holdings, LLC	Founding Partner	2014 - Present
The Cara Program	Board Member	2014-Present
StreetWise	Chairman Vice Chairman	2012-2014 2014-Present
SoCore Energy	Co-founder and President	March 2008 - Present
Acquirent, LLC	Founder and CEO	2005- 2008

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.



Signature of the Individual

10-11-15
Date Signed

Applicant Non-Profit Corporation _____

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

Name

Anthony Georgiadis

Residential Address**Title (at applicant non-profit corporation)**

Chief Operations Officer

Name of Applicant Non-Profit Corporation

GTI-Massachusetts NP Corporation

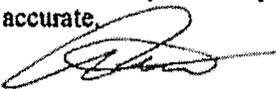
Highest Education Attained – Institution, Degree, and YearBucknell University (2000)
Bachelor of Arts in Economics and Finance

Applicant Non-Profit Corporation _____

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

Employer	Title	Time Period
Wendover Art Group (Art Headquarters, LLC dba Wendover Art Group)	Chief Operating Officer	June 2005 - Current

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.



Signature of the Individual

10/12/15

Date Signed

Applicant Non-Profit Corporation _____

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

Name

Benjamin Kovler

Residential Address

[REDACTED]

Title (at applicant non-profit corporation)

Chief Financial Officer

Name of Applicant Non-Profit Corporation

GTI-Massachusetts NP Corporation

Highest Education Attained – Institution, Degree, and Year

University of Chicago (2011)
Master of Business Administration

Applicant Non-Profit Corporation _____

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

Employer	Title	Time Period
GTI-Clinic Illinois Holdings, LLC	Chief Executive Officer	June 2014 - present
JK Management	Chief Investment Officer	June 2005 - present
Invest For Kids (unpaid)	CEO, Co-Founder	May 2009 - present

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.



 Signature of the Individual

10-7-15
 Date Signed

Applicant Non-Profit Corporation _____

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

Name

Ryan Suma

Residential Address

[REDACTED]

Title (at applicant non-profit corporation)

Head of Cultivation

Name of Applicant Non-Profit Corporation

GTI-Massachusetts NP Corporation

Highest Education Attained – Institution, Degree, and Year

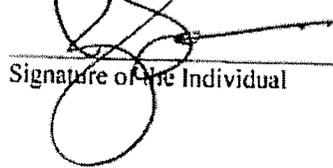
The Shining Mountain Waldorf School (1997)
High School Diploma

Applicant Non-Profit Corporation _____

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

Employer	Title	Time Period
GTI-Clinic Illinois Holdings, LLC	Founding Partner Head of Cultivation & General Manager	2014-Present
The Gold Star Bar	Bar Manager/Bar Tender	2010-2015
The Bavaria Inn	Bartender	2005-2009

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.



 Signature of the Individual

10/14/2015

 Date Signed

Applicant Non-Profit Corporation _____

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

Name

Terrance W. Gainer, Sr.

Residential Address

[REDACTED]

Title (at applicant non-profit corporation)

Head of Security

Name of Applicant Non-Profit Corporation

GTI-Massachusetts NP Corporation

Highest Education Attained – Institution, Degree, and Year

DePaul University (1980)
Juris Doctor

Applicant Non-Profit Corporation _____

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

Employer	Title	Time Period
GTI-Clinic Illinois Holdings, LLC	Head of Security	September 2014 - Present
Terrance W. Gainer Sr. LLC	Principal	August 2014- Present
United States Senate	Sergeant at Arms	January 2007-August 2014
Military Professional Resource, Inc.	Program Manager	April 2006-January 2007
United States Capitol Police	Chief of Police	April 2002-April 2006

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.

Terrance William Gainer
Signature of the Individual

16 OCT 15
Date Signed



Vicente Sederberg, LLC
VGR Law Firm, P.C.
109 State Street, Ste. 404
Boston, MA 02109



December 16, 2015

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

**Re: GTI-Massachusetts NP Corporation – Amendment to Appendix 5 of the Corporate By-Laws
(Applications 1 & 2)**

To Whom It May Concern:

Our firms represent GTI-Massachusetts NP Corporation a non-profit company that submitted two (2) Management and Operations Profiles to the Massachusetts Department of Public Health (DPH). This correspondence is intended to notify the DPH of the following changes:

1. The Comprehensive Information Security Policy contained in Appendix 5 of the GTI-Massachusetts NP Corporation Corporate By-Laws has been amended to comply with 105 CMR 725.200(D). Amended Appendix 5 is attached to this letter.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lesley Scott Gordon", written over a horizontal line.

Lesley Scott Gordon, Esq.

LSG/tc
Enclosures

DEC 16 2015

VGR Law Firm, P.C.
Phone: (617) 307-4728
Fax: (617) 307-4729

Vicente Sederberg, LLC
Phone: (617) 934-2121
Fax: (617) 514-0008

Appendix 5

**GTI-MASSACHUSETTS NP CORP.
COMPREHENSIVE INFORMATION SECURITY POLICY**

I. Objective

It is the objective of GTI-Massachusetts NP Corp. (the "Non-Profit") in the development and implementation of this comprehensive information security program ("CISP") to create effective administrative, technical and physical safeguards for the protection of personal information, and to comply with obligations under 201 CMR 17.00. This CISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. For purposes of this CISP, "personal information" means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (1) Social Security number; (2) driver's license number or state-issued identification card number; or (3) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. The Non-Profit generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public.

II. Purpose

The purpose of the CISP is to:

- Ensure the security and confidentiality of personal information;
- Protect against any anticipated threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

III. Data Security Coordinator

The Non-Profit appoints the Treasurer to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:

- Initial implementation of the CISP;
- Regular testing of the CISP's safeguards;

- Evaluating the ability of each of the Non-Profit's third party service providers to implement and maintain appropriate security measures for the personal information to which the Non-Profit permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;
- Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in the Non-Profit's business practices that may implicate the security or integrity of records containing personal information; and
- Conducting an annual training session for all directors, officers, employees, volunteers and independent contractors, including temporary and contract employees who have access to personal information on the elements of the CISP.

IV. Handling Personal Information

A. Paper Records

All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with the Non-Profit's document destruction policy using an office-grade shredder. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible employee, and if hand delivered, will not be left unattended at any point in the transition.

Checks. When the Non-Profit receives checks from members of the public, it will make only one hard copy and keep it in a locked file cabinet with restricted access. The checks themselves will also be kept under lock and key until they are deposited.

Paper employment records. Paper employment records must be kept under lock and key and accessed only by staff members responsible for employment issues and/or by the Chief Executive Officer.

B. Electronically Held Records

The Non-Profit requires the following security systems with respect to the maintenance of personal information on its computers:

Authentication Protocols. The Data Security Coordinator shall secure user authentication protocols including:

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;

- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

Access Protocols. The Data Security Coordinator shall implement the following secure access control measures:

- Restrict access to records and files containing personal information to those who need such information to perform their job duties; and
- Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access that is reasonably designed to maintain the integrity of the security of the access controls.

Restriction on E-mailing Personal Information. The Non-Profit will not, as a general rule, send or accept personal information by e-mail. To the extent exceptions must be made, the security measures described in this CISP shall be taken.

Encryption. Should any records and files containing personal information be transmitted across public networks or wirelessly, such records or files shall be encrypted. Personal information stored on laptops and other portable devices shall also be encrypted.

Monitoring. The Non-Profit shall take all steps necessary to reasonably monitor its computer network for unauthorized use of or access to personal information.

Firewalls. All files containing personal information on a system that is connected to the Internet shall be protected by a reasonably up-to-date firewall protection and operating system security patches designed to maintain the integrity of the personal information.

Virus protection. All computers containing personal information shall be protected by reasonably up-to-date versions of system security agent software, including malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

C. Vendors

Pursuant to 105 CMR 725.200, information held by the Non-Profit about dispensary agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the Department may access this information to carry out official duties. Only upon receipt of written consent of the individual to whom the confidential information applies will the Non-Profit share personal and financial information with its vendors. The Non-

Profit requires each of their vendors to send written evidence, signed by an authorized person, confirming that they follow a confidentiality plan that fully complies with 105 CMR 725.200 and 201 CMR 17.00.

V. Training

The Data Security Coordinator shall ensure that all employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers who have access to personal information are trained on the data security requirements provided in this CISP.

VI. Persons Separating from the Non-Profit

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers upon termination or resignation shall immediately be denied access to physical and electronic records containing personal information and will be required to return or destroy all records and files containing personal information in any form that may at the time of such termination or resignation be in their possession or control, including all such information stored on laptops, portable devices, or other media, or in files, records, notes, or papers.

VII. Security Breach and Notification

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers, shall as soon as practicable and without unreasonable delay notify the Data Security Coordinator when such person knows or has reason to know of a security breach or when the person knows or has reason to know that personal information was acquired or used by an unauthorized person or used for an unauthorized purpose.

A "security breach" is any unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information that creates a substantial risk of identity theft or fraud. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for lawful purposes, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

When the Data Security Coordinator is informed of a security breach, he/she will (1) notify the individual whose information was compromised, and (2) notify the Massachusetts Attorney General and the Office of Consumer Affairs and Business Regulation.

The notice to the individual will be in writing, possibly by electronic mail, and will include the following information:

- A general description of the incident;
- Identification of the personal information that may be at risk;

- A description of the security program;
- A phone number to call for further information;
- Suggestion of extra caution, to review account statements, and to obtain a credit report; and
- Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

The notice to the Office of Consumer Affairs and Business Regulation and to the Attorney General will include the following:

- A detailed description of the nature and circumstances of the breach of security;
- The number of people affected as of the time of notification;
- The steps already taken relative to the incident;
- Any steps intended to be taken relative to the incident subsequent to notification; and
- Information regarding whether law enforcement is engaged investigating the incident.

Non-Retaliation. The Non-Profit will not retaliate against anyone who reports a security breach or non-compliance with CISP, or who cooperates in an investigation regarding such breach or non-compliance. Any such retaliation will result in disciplinary action by the responsible parties up to and including suspension or termination.

Documentation. The Non-Profit shall document all responsive actions taken in connection with any incident involving a security breach.

VIII. Confidentiality

Notwithstanding anything to the contrary contained herein, information held by the Non-Profit about registered qualifying patients, personal caregivers, and dispensary agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the Department may access this information to carry out official duties.



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370
www.mass.gov/medicalmarijuana

December 30, 2015

Mr. Peter Kadens
GTI-Massachusetts NP Corporation
109 State Street, Suite 404
Boston, MA 02109

Re: Request for Information

Dear Mr. Kadens,

This letter is to inform you that the Department of Public Health ("Department") has reviewed GTI Massachusetts NP Corporation's *Management and Operations Profile* (Application 1 of 2). The *Management and Operations Profile* requires the following information before the Department may complete its evaluation:

1. In your response to Question C.12, you describe a proposed loan agreement. Please submit a copy of the agreement. Please also submit an independent legal opinion that the agreement described in your response to Question C.12 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 (<http://www.mass.gov/eohhs/docs/dph/quality/medical-marijuana/applications/non-profit-compliance-guidance.pdf>). If you do not yet have a copy of the agreement, please be advised that you will need to submit the agreement and an independent legal opinion that it is compliant with the Non-Profit Guidance prior to receiving a Provisional Certificate of Registration.
2. In its response to Question E.40, applicant states, "Annual general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate." It is not clear whether the applicant intends to obtain a general liability insurance policy that has a deductible no higher than \$5,000 per occurrence, pursuant to the requirements of 105 CMR 725.105(Q). Applicant must resubmit a completed response to Question E.40 that is in compliance with 105 CMR 725.105(Q).

If the applicant has been requested to resubmit their response to a question, please do so using the page on the application form for that particular question, and include an initialed attestation at the bottom of the page. The applicant need not resubmit the entire application and may submit only the page for the particular question that needs to be submitted.

Please remember to type all responses in the information or materials resubmitted to the Department, other than any required signatures, as well as include the name of the Applicant Non-Profit Corporation *and* the number of the application (e.g., Application 1 of 1) at the top of each page of the resubmitted information or materials.

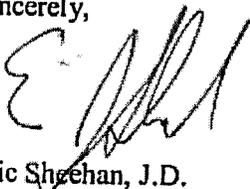
Please resubmit the additional or revised information as outlined above, via U.S. mail or hand-delivery, to:

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

Upon receipt, the Department will review the information and will notify the applicant if it is invited to submit a *Siting Profile* or if further information is required before the applicant may proceed.

If you have questions or need assistance, you may contact the Department at 617-660-5370 or RMDapplication@state.ma.us.

Sincerely,



Eric Sheehan, J.D.
Interim Bureau Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health



Vicente Sederberg, LLC
VGR Law Firm, P.C.
109 State Street, Suite 404
Boston, MA 02109



January 4, 2016

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

Re: Response to DPH's Request for Information of GTI – Massachusetts NP Corp. (Application 1 of 2)

Dear Department:

We are writing in response to your Request for Information of GTI- Massachusetts NP Corp. (GTI) dated December 30, 2015. We truly appreciate your prompt attention to our submission.

The Department has requested the following:

1. A copy of the loan agreement and an independent legal opinion that the agreement is in compliance with non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance identified in response to Question C. 12.

GTI's Response: At this time, the capital contributor of the non-profit has **not** entered into a loan agreement or executed a promissory note. Funds have only been committed to GTI. Prior to receiving a Provisional Certificate of Registration, GTI will negotiate and enter into an agreement with these capital contributors and obtain an independent legal opinion that the agreement(s) are 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. GTI understands that the agreement, along with the independent legal opinion, must be submitted to the DPH prior to receiving a provisional Certificate of Registration.

2. Revised response to Question E. 40 (attached).

Please do not hesitate to contact our office with any questions. Thank you for your attention to this matter.

Very truly yours,

Lesley Scott Gordon, Esq.

LSG/tc
Enclosures

RECEIVED

JAN 04 2016

VGR Law Firm, P.C.
Phone: (617) 307-4728
Fax: (617) 307-4729

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

Vicente Sederberg, LLC
Phone: (617) 934-2121
Fax: (617) 514-0008

Application 1 of 2

Applicant Non-Profit Corporation _____

38. Will the Corporation provide worker's compensation coverage to the RMD's Dispensary Agents?

Yes No

39. Will the Corporation obtain professional and commercial insurance coverage?

Yes No

40. Describe the Corporation's plan to obtain liability insurance or place in escrow the required amount to be expended for coverage of liabilities.

Per 105 CMR 725.105(Q), GTI will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually & product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The deductible will be no higher than \$5,000 per occurrence.

If adequate coverage is unavailable in the marketplace at a reasonable rate, GTI will place in escrow at least \$250,000.00 to be expended for coverage of liabilities. Any withdrawal from escrow will be replenished within 10 business days.

GTI will carry automobile coverage, as well as property and casualty coverage. Coverage to include business interruption protection. Replacement cost will be used to value all property ensuring a full recovery in event of a catastrophe. Business interruption coverage will allow GTI to continue paying employees, vendors, taxes, & fees during reconstruction, if necessary. It will also provide capital for any necessary emergency inventory purchases from another RMD.

GTI will also carry employment practice liability coverage for directors & officers. GTI will consider additional coverage based on availability & a cost-benefit analysis.

GTI will keep reports documenting compliance with 725.105(Q) made in a manner & form determined by the DPH pursuant to 725.105(M).

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



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370
www.mass.gov/medicalmarijuana

February 24, 2016

Mr. Peter Kadens
GTI-Massachusetts NP Corporation
109 State Street, Suite 404
Boston, MA 02109

Re: Invitation to Submit *Siting Profile*

Dear Mr. Kadens,

GTI-Massachusetts NP Corporation is invited to submit a *Siting Profile* (Application 1 of 2) to the Department of Public Health ("Department"). Please note that the *Management and Operations Profile* was submitted on November 4, 2015. To proceed, the applicant must earn a Provisional Certificate of Registration within one year of that date. Please submit the *Siting Profile* so as to allow the Department sufficient time to review it, the applicant time to respond to any additional or revised information required, and the Department time to review any additional or revised information submitted.

Please follow all directions posted on the Medical Use of Marijuana Program website when completing the application forms. Please remember to type all responses in the application forms.

Please note that the background checks into any individuals or entities identified to the Department are ongoing. Any identified background check issues must be resolved prior to obtaining a Provisional Certificate of Registration.

Please note that you are required to submit a copy of the loan agreement identified in your response to Question C.12 in the *Management and Operations Profile* as well as an independent legal opinion that the agreement described in your response to Question C.12 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 (<http://www.mass.gov/eohhs/docs/dph/quality/medical-marijuana/applications/non-profit-compliance-guidance.pdf>). Please be advised that the applicant must submit such documents prior to receiving a Provisional Certificate of Registration. An application will not be deemed complete until all materials requested by the Department are submitted.

The *Siting Profile* must be submitted by U.S. mail or hand-delivered to:

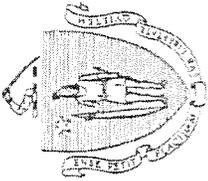
Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston MA 02111

You may direct any questions regarding the application process to RMDapplication@state.ma.us or 617-660-5370.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Sheehan', written over a horizontal line.

Eric Sheehan, J.D.
Interim Bureau Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health



The Commonwealth of Massachusetts

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

RECEIVED
MAY 13 2016

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

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

INSTRUCTIONS

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

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

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

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

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

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

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

REVIEW

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

PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants 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 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: PK

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 by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: PK

SECTION A: APPLICANT INFORMATION

1. GTI - Massachusetts NP Corporation
Legal name of Corporation
2. Peter Kadens
Name of Corporation's Chief Executive Officer
3. 109 State Street, Suite 404, Boston, MA 02109
Address of Corporation (Street, City/Town, Zip Code)
4. Peter Kadens
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
5. (312) 282-4281
Applicant point of contact's telephone number
6. pkadens@gtigrows.com
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 by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: PK

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: PK

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 the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: PK

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

05/01/2017

Projected date the RMD plans to open:

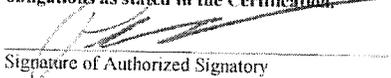
Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: PK

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

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

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

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


 Signature of Authorized Signatory 04/19/2016
 Peter Kadens 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: PK

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.

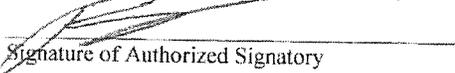


 Signature of Authorized Signatory 04/19/2016
 Peter Kadens Date Signed

 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 *Management and Operations Profile* and a *Siting Profile*.



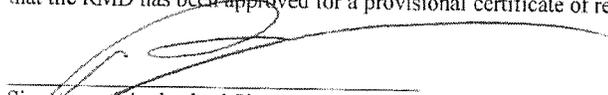
 Signature of Authorized Signatory 04/19/2016
 Peter Kadens Date Signed

 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: PK

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

Peter Kadens

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: PK



March 7, 2016

Mr. Joseph J. Czajkowski
Czajkowski Farms
86 Comins Road
Hadley, MA 01035

RE: 169 Meadow Street, Amherst
Binding Letter of Agreement

Dear Joe:

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.

- 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

GTI-Massachusetts NP Corp




By: Joseph J. Czajkowski
Duly Authorized

By: Peter Kadens
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**.

Application 1 of 2

GTI-Massachusetts NP Corporation

Section B: Cultivation and Processing

Best Regards,

AGREED & ACCEPTED: (U-NAMBIT SELF STORAGE, LLC

By: [Signature]

Name: Robert Kushner

Title: MANAGER

Date: 5/12/16

AGREED & ACCEPTED: (GTI-MASSACHUSETTS NP CORP)

By: [Signature]

Name: Peter Kadens

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



Edward C. Sullivan
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

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,

A handwritten signature in black ink, appearing to read "W. Reichelt", is written over a horizontal line.

William Reichelt
Mayor of West Springfield

Cc: File



March 7, 2016

Mr. Joseph J. Czajkowski
Czajkowski Farms
86 Comins Road
Hadley, MA 01035

RE: 169 Meadow Street, Amherst
Binding Letter of Agreement

Dear Joe:

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:

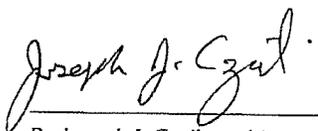
- i. Seller holding good, clear record, marketable and insurable title in and to the Premises,
- ii. Seller having the authority to enter into the Lease,
- iii. GTI obtaining, on or before the 366th day after execution of this agreement, which may be extended by a writing signed by both parties, all necessary appropriate and required state and local licenses, permits, and approvals to operate an On-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

GTI-Massachusetts NP Corp



By: Peter Kadens
Duly Authorized

GTI-Massachusetts NP Corporation

Off Site Medical Marijuana Dispensary

169 Meadow Street • Amherst, MA

Notarized Statement of Representatives

In accordance with Section 3.360.41(2)(d) of the Town of Amherst Zoning Bylaw, Peter Kadens, as Chief Executive Officer of GTI-Massachusetts NP Corporation, and Bret Kravitz, Esq., as corporate counsel to GTI-Massachusetts NP Corporation, hereby disclose all of the corporation's designated representatives:

President/Chief Executive Officer Peter Kadens, 2630 N. Paulina Street Chicago, Il 60614

Treasurer Benjamin Kovler, 875 N Michigan Avenue Chicago, Il 60611

Clerk Benjamin Kovler, 875 N Michigan Avenue Chicago, Il 60611

Director Anthony Georgiadis, 727 South Edison Avenue Tampa, Fl 33606

Director Peter Kadens, 2630 N. Paulina Street Chicago, Il 60614

Director David Gerzof Richard, 5 Gorham Avenue, #6 Brookline, Ma 02445

Director Matthew Levine, 1728 N. Fremont Street Chicago, Il 60614

Director Benjamin Kovler, 875 N Michigan Avenue Chicago, Il 60611

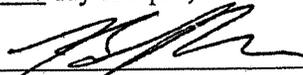
Director Jessica Crispo, 96 Valentine Road Northborough, Ma 01532

Director Donna Levin, 17 Otis Street Newton, Ma 02460



Peter Kadens, Chief Executive Officer

Sworn to before me and subscribed in my presence this 13TH day of April, 2016.



Notary Public, State of Illinois

My Commission Expires: 3/24/2018



Bret Kravitz, Corporate Counsel

Sworn to before me and subscribed in my presence this _____ day of April, 2016.

Notary Public, State of Ohio

GTI-Massachusetts NP Corporation
Off Site Medical Marijuana Dispensary
169 Meadow Street • Amherst, MA

Notarized Statement of Representatives

In accordance with Section 3.360.41(2)(d) of the Town of Amherst Zoning Bylaw, Peter Kadens, as Chief Executive Officer of GTI-Massachusetts NP Corporation, and Bret Kravitz, Esq., as corporate counsel to GTI-Massachusetts NP Corporation, hereby disclose all of the corporation's designated representatives:

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Director Donna Levin, 17 Otis Street Newton, Ma 02460

Peter Kadens, Chief Executive Officer

Sworn to before me and subscribed in my presence this _____ day of April, 2016.

Notary Public, State of Illinois

My Commission Expires: _____

Bret Kravitz

Bret Kravitz, Corporate Counsel

Sworn to before me and subscribed in my presence this 13th day of April, 2016.



KIMBERLY J. BEAVIN
Notary Public, State of Ohio
My Commission Expires 11/7/16

Kimberly J. Beavin

Notary Public, State of Ohio

My Commission Expires: 11/7/2016

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

April 15, 2016

Town of Amherst
Zoning Board of Appeals
c/o Mr. Jeffrey Bagg, Senior Planner
Amherst Town Hall
4 Boltwood Avenue
Amherst, MA 01002

RE: GTI Massachusetts NP Corporation
Permitting of Off-Site Medical Marijuana Dispensary
169 Meadow Street, Amherst

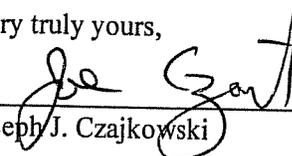
Dear Mr. Bagg:

Please accept this letter as formal support of and authority for GTI Massachusetts NP Corporation, its lawful agents, attorneys, assigns, or designees, to apply for any and all necessary local, state, and federal land use permits in furtherance and accomplishment of its desired use of the premises known as 169 Meadow Street in Amherst, Massachusetts, as appearing on the Amherst Assessor's Map 4B-6 (the "Premises").

The undersigned is the landowner of the Premises as evidenced by a deed recorded in the Hampshire County Registry of Deeds at Book 12214, Page 212.

Additionally, please note that GTI has site control and a right to use the Premises for the siting and operation of an Off-Site Medical Marijuana Dispensary, as evidenced by the Binding Letter. Prior to or upon receiving local and state approval, a Lease will be executed upon the terms and conditions identified in that Binding Letter.

Very truly yours,

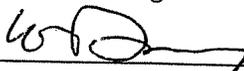


Joseph J. Czajkowski

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On April 15, 2016, before me, the undersigned notary public, personally appeared Joseph J. Czajkowski, proved to me through satisfactory evidence of identification, which was personal knowledge, a MA driver's license, oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached document, or (identify) _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires:



WILLIAM E. DWYER, JR.
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
JULY 21, 2017

169 Meadow Street



- Property Map
- Adjacent Towns Parcels
 - × FPC Boundary Elevations
- Zoning Map
- ▨ 25' Setback
 - ▨ 50' Setback
 - ▨ Zone Overlay
 - ▨ Design Review Board Jurisdiction
 - ▨ Municipal Parking District
- Zoning
- R-LD: Low Density Residence
 - R-F: Fraternity Residence
 - R-O: Outlying Residence
 - R-N: Neighborhood Residence
 - R-V: Village Center Residence
 - R-G: General Residence
 - BL: Village Center Business
 - LN: Neighborhood Business
 - B-G: General Business
 - OP: Office Park
 - CDM: Commercial
 - PRP: Professional & Research Park
 - LI: Light Industrial
 - ED: Educational
 - FPC: Flood-Prone Conservancy

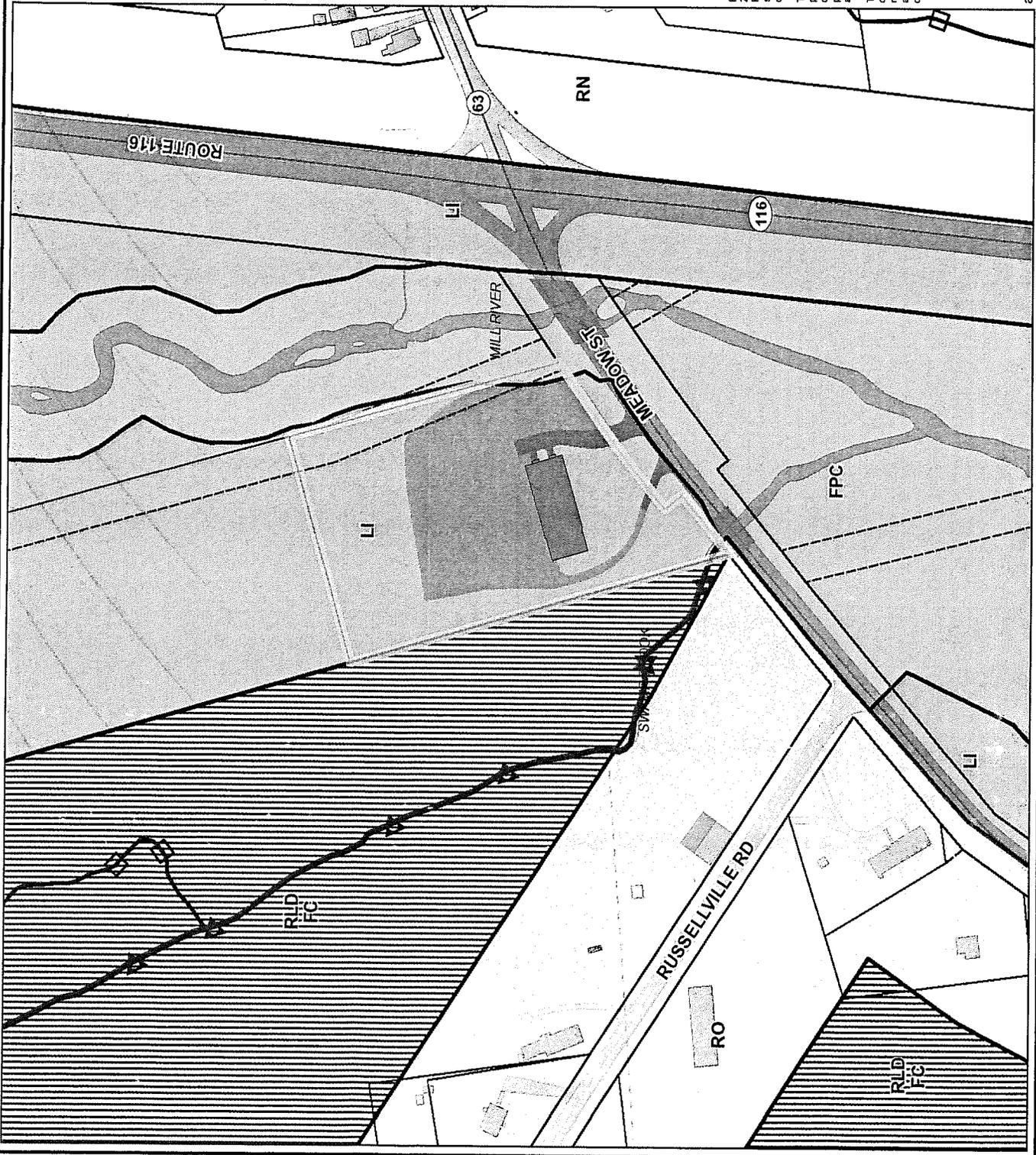
Horizontal Datum: MA Stateplane, Coordinate System, Zone 4151, NAD83, Feet; Vertical Datum: NAVD88, FT
 Planimetric & topographic base map compiled at 1"=40' scale from April, 2009 Aerial Photography, Parcels compiled to match the base map; revisions are ongoing.

The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition, regulatory interpretation, or property conveyance purposes. Utility structures & underground utility locations are approximate & require field verification.

The Town of Amherst makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of these data, & does not assume any liability associated with the use or misuse of these data.



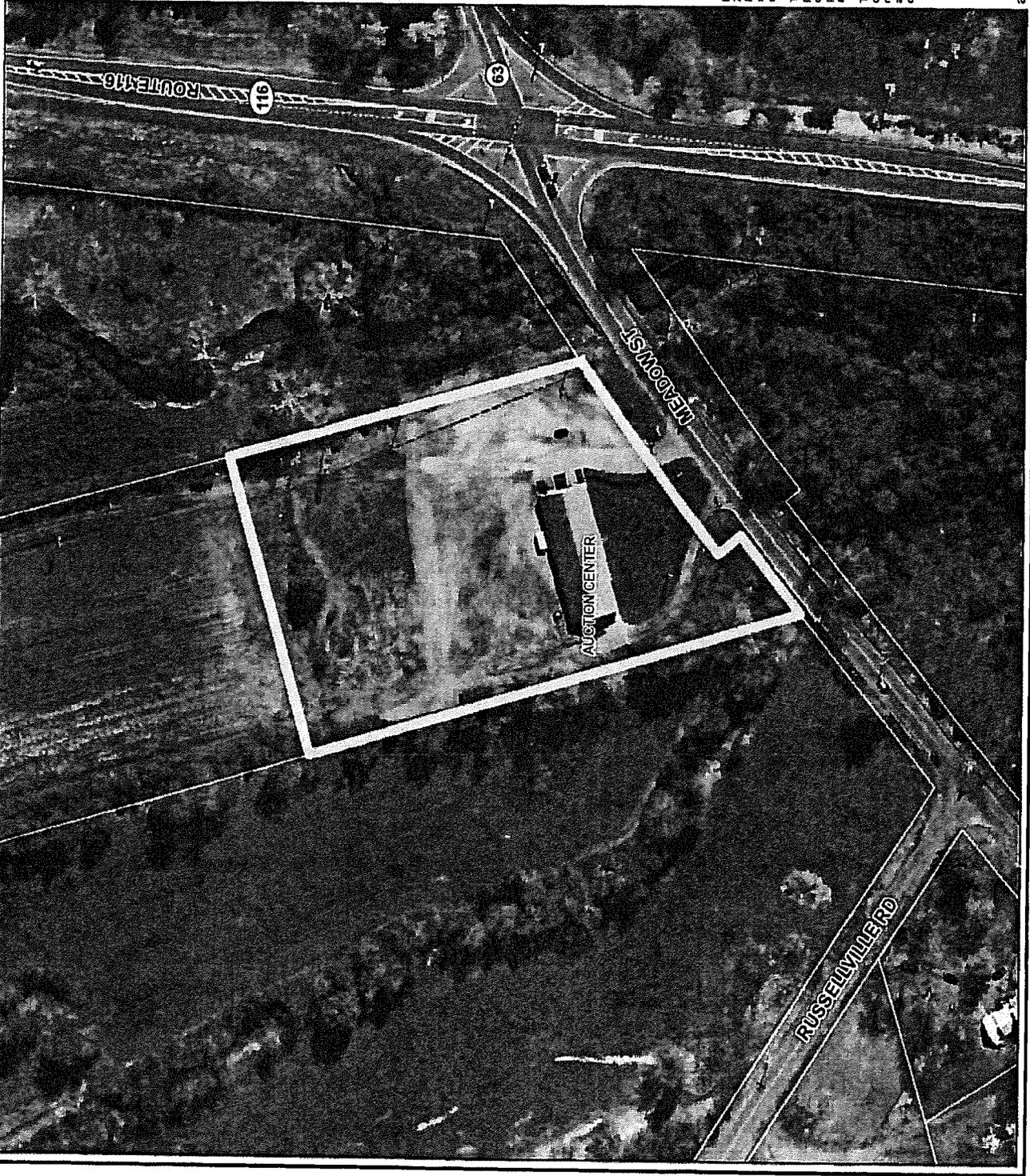
1" = 192 ft
 amherstma.gov/maps
 April 19, 2016



169 Meadow Street



- Property Map
- Property Lines
- Easements
- Adjacent Towns Parcels
- Basemap
- ... Trails
- Streets
- Local Roads
- Major Roads
- State Routes
- MassDOT Roads
- Limited Access Highway
- Other than Hwy, no permitted access
- Limited Access Highway
- Major Road, Collector
- Minor Road, Arterial
- Ramp



Horizontal Datum: MA Stateplane Coordinate System, Zone 4151, NAD83, Feet, Vertical Datum: NAVD83, FT
 Planimetric & topographic basemap compiled at 1"=40' scale from April, 2009 Aerial Photography. Parcels compiled to match the basemap, revisions are ongoing.

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1" = 148 ft

amherstma.gov/maps February 10, 2016

Google Maps Meadow St

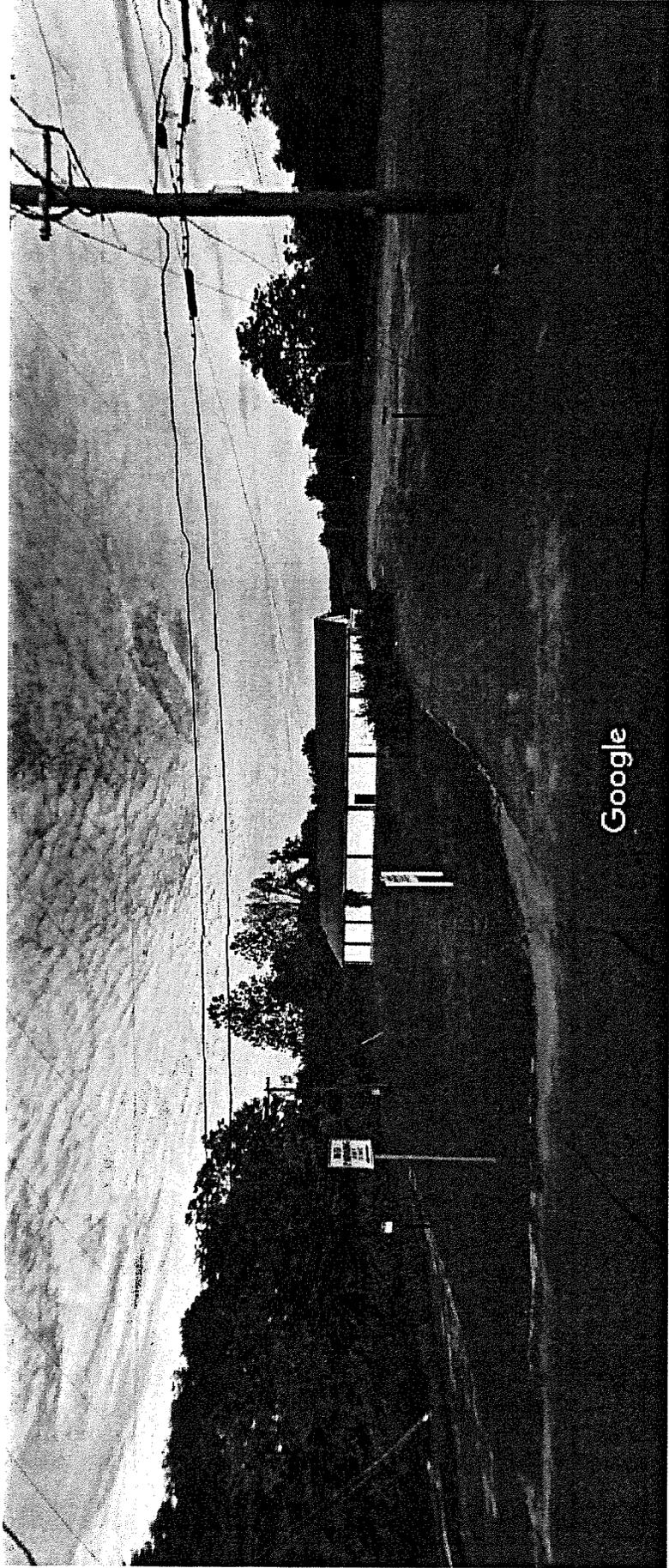
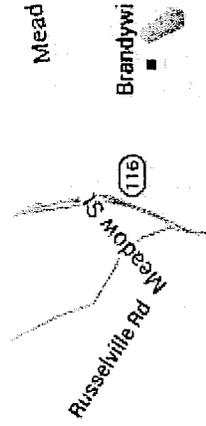


Image capture: Oct 2011 © 2016 Google

Amherst, Massachusetts
Street View - Oct 2011



Google Maps

Accessed: April 22, 2016

Google Maps Meadow St

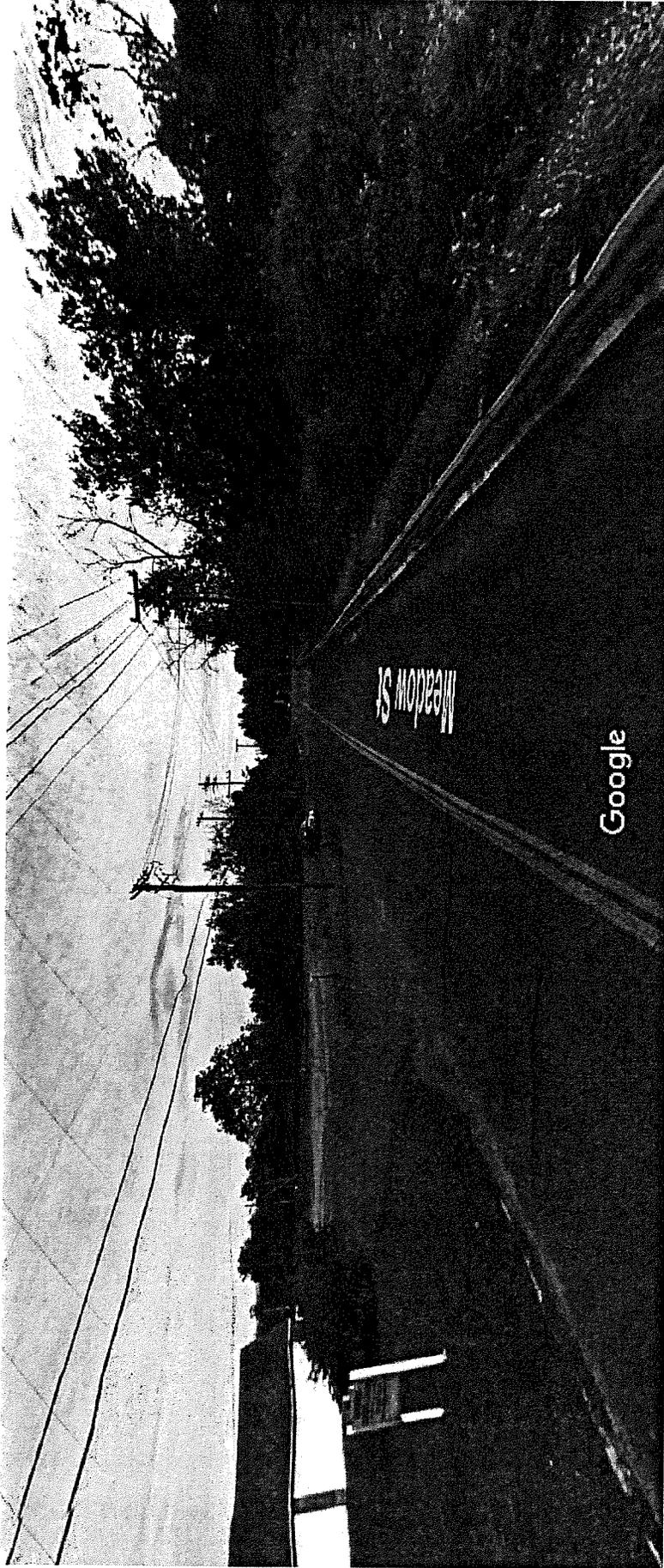
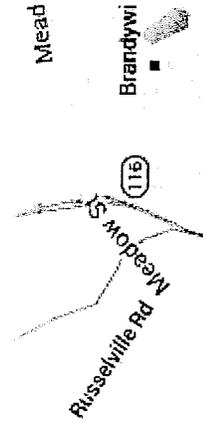


Image capture: Oct 2011 © 2016 Google

Amherst, Massachusetts

Street View - Oct 2011



Google Maps

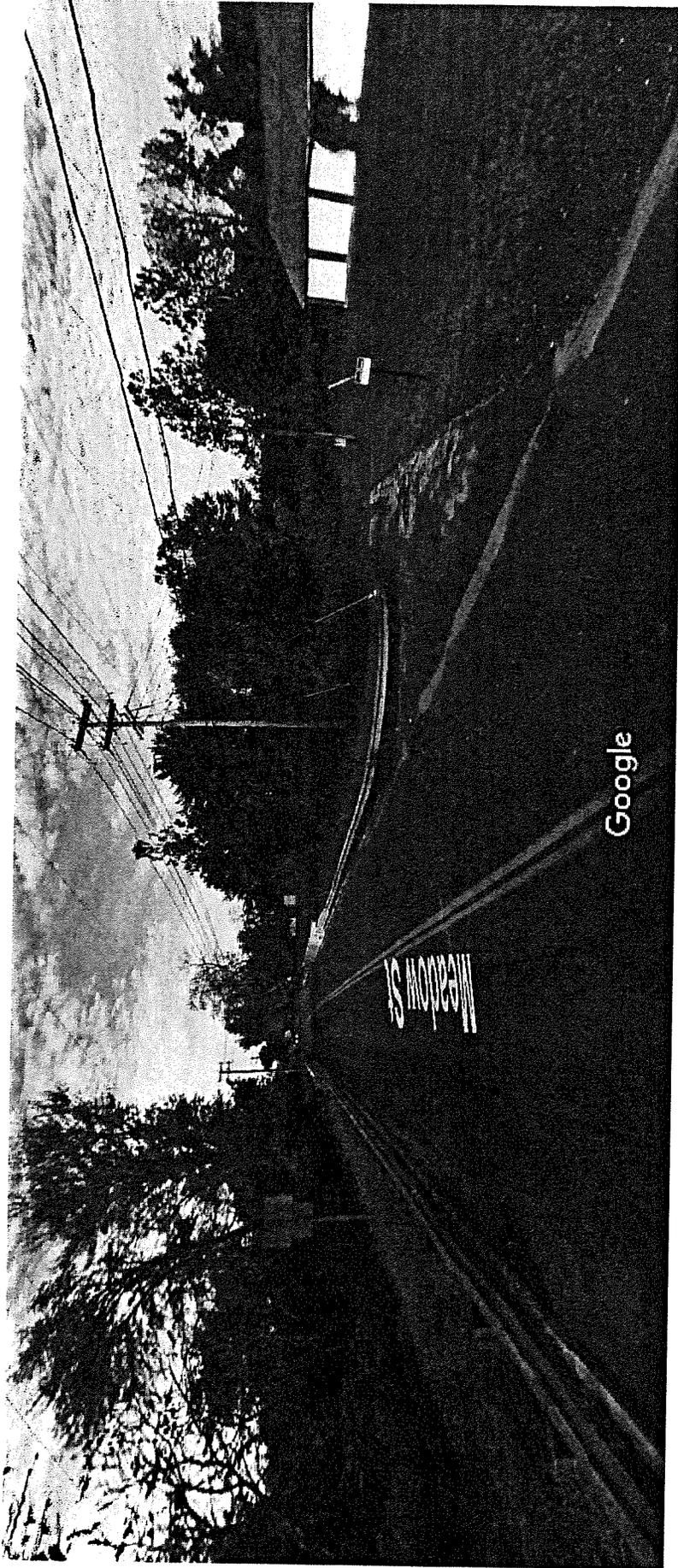
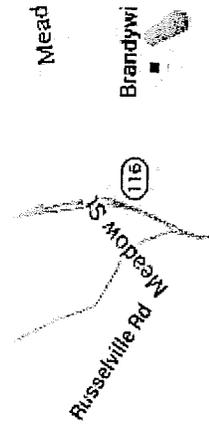


Image capture: Oct 2011 © 2016 Google

Amherst, Massachusetts

Street View - Oct 2011



Google Maps

Google Maps Meadow St

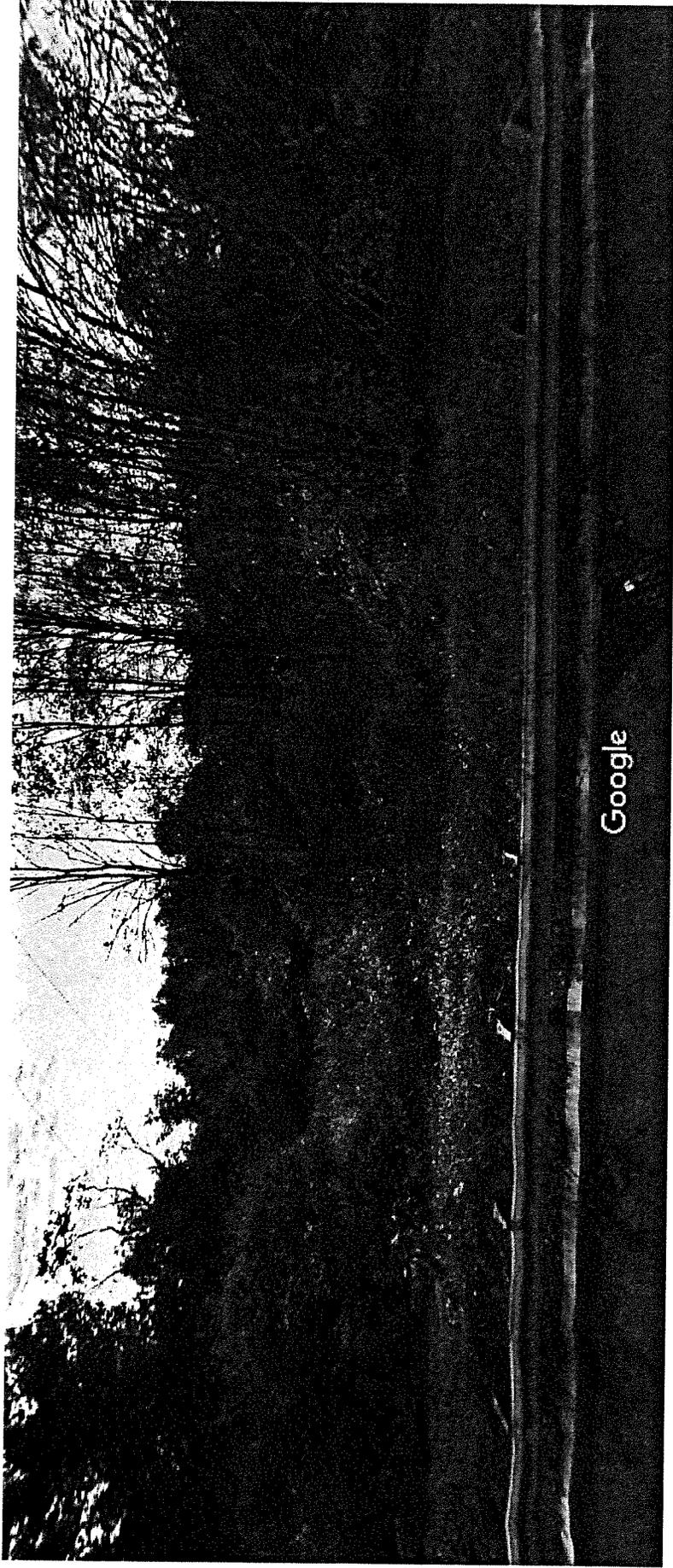
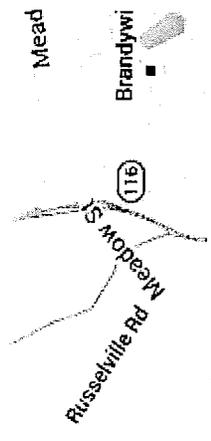


Image capture: Oct 2011 © 2016 Google

Amherst, Massachusetts
Street View - Oct 2011



Google Maps

Accessed: April 22, 2016

Google Maps Meadow St

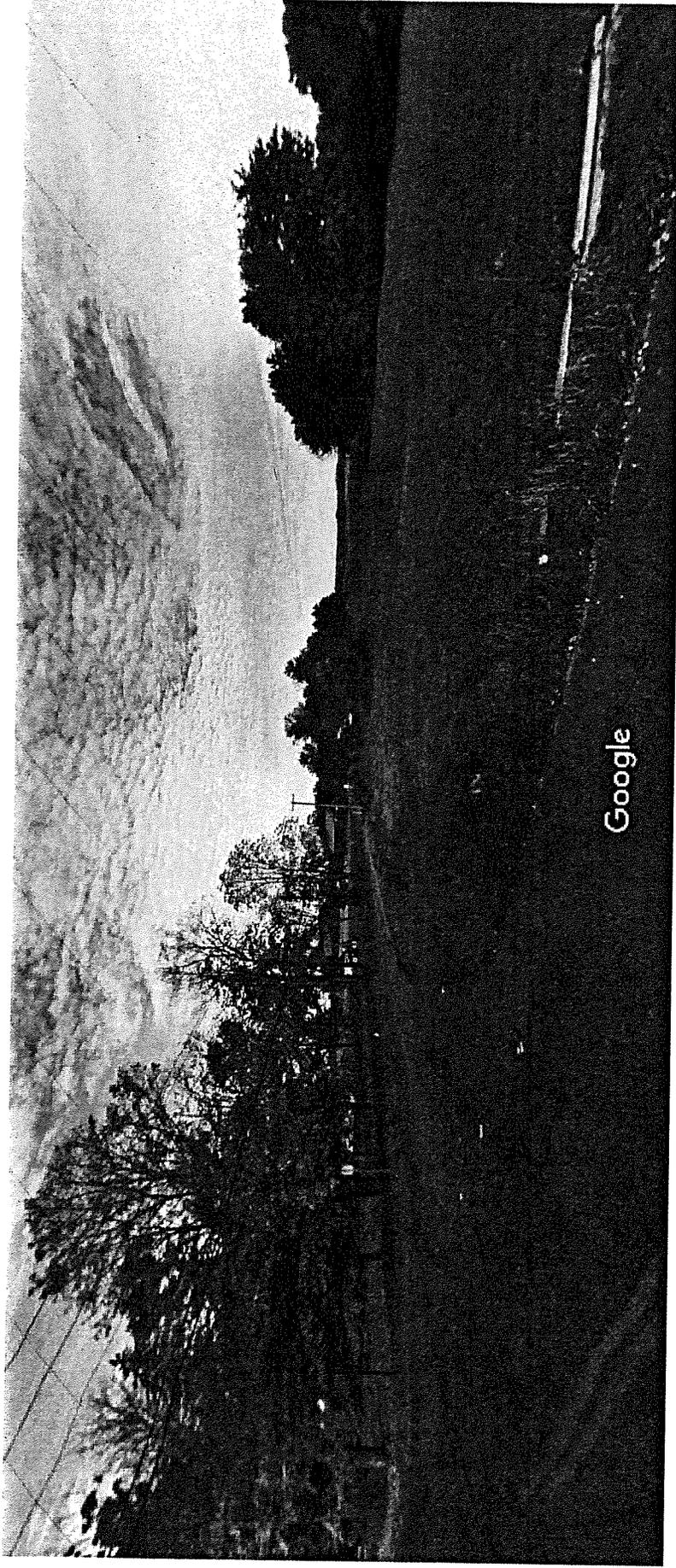
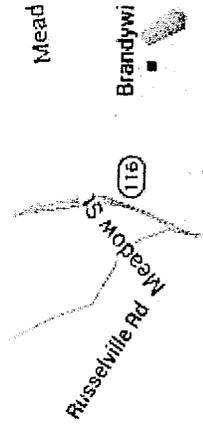


Image capture: Oct 2011 © 2016 Google

Amherst, Massachusetts

Street View - Oct 2011



Google Maps

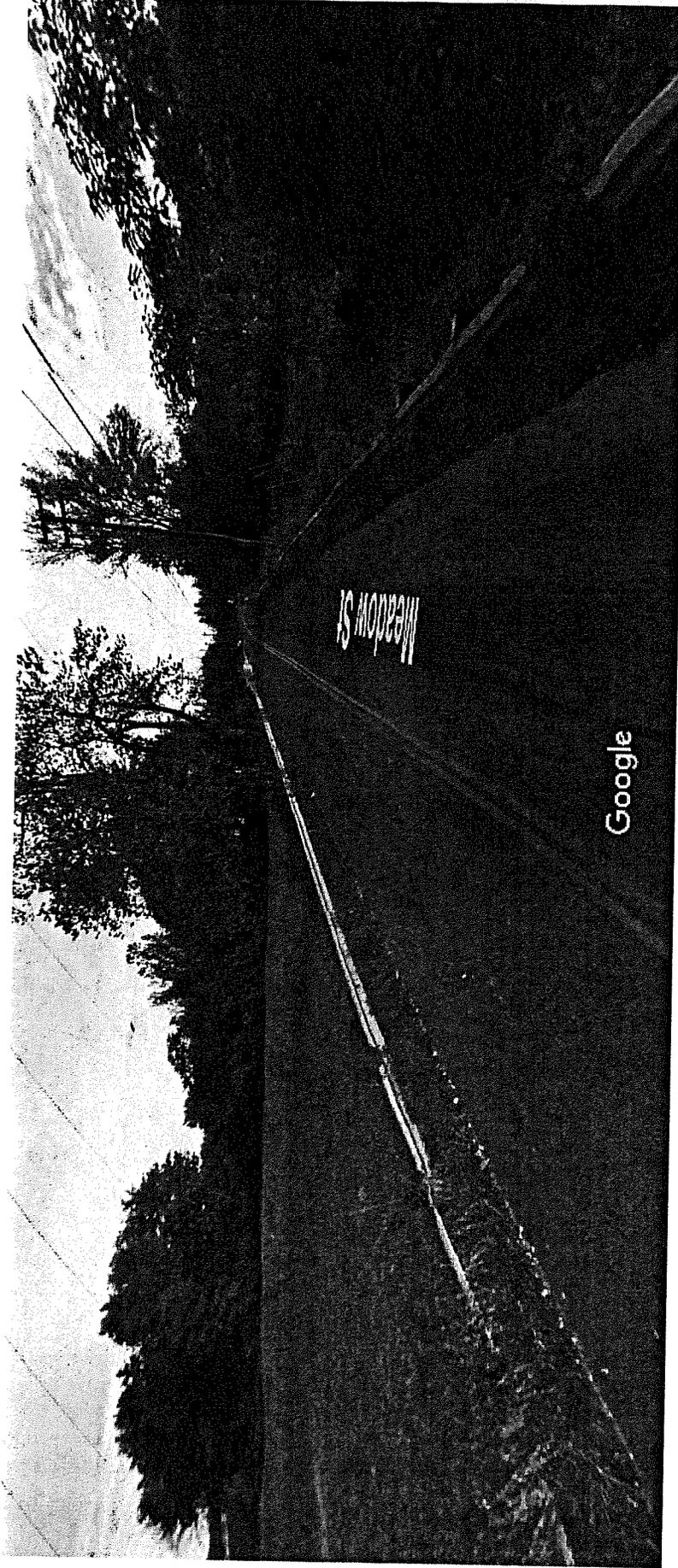
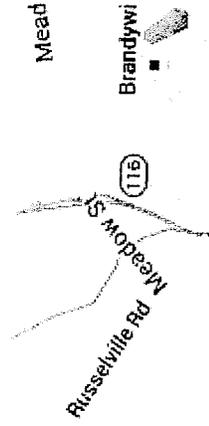
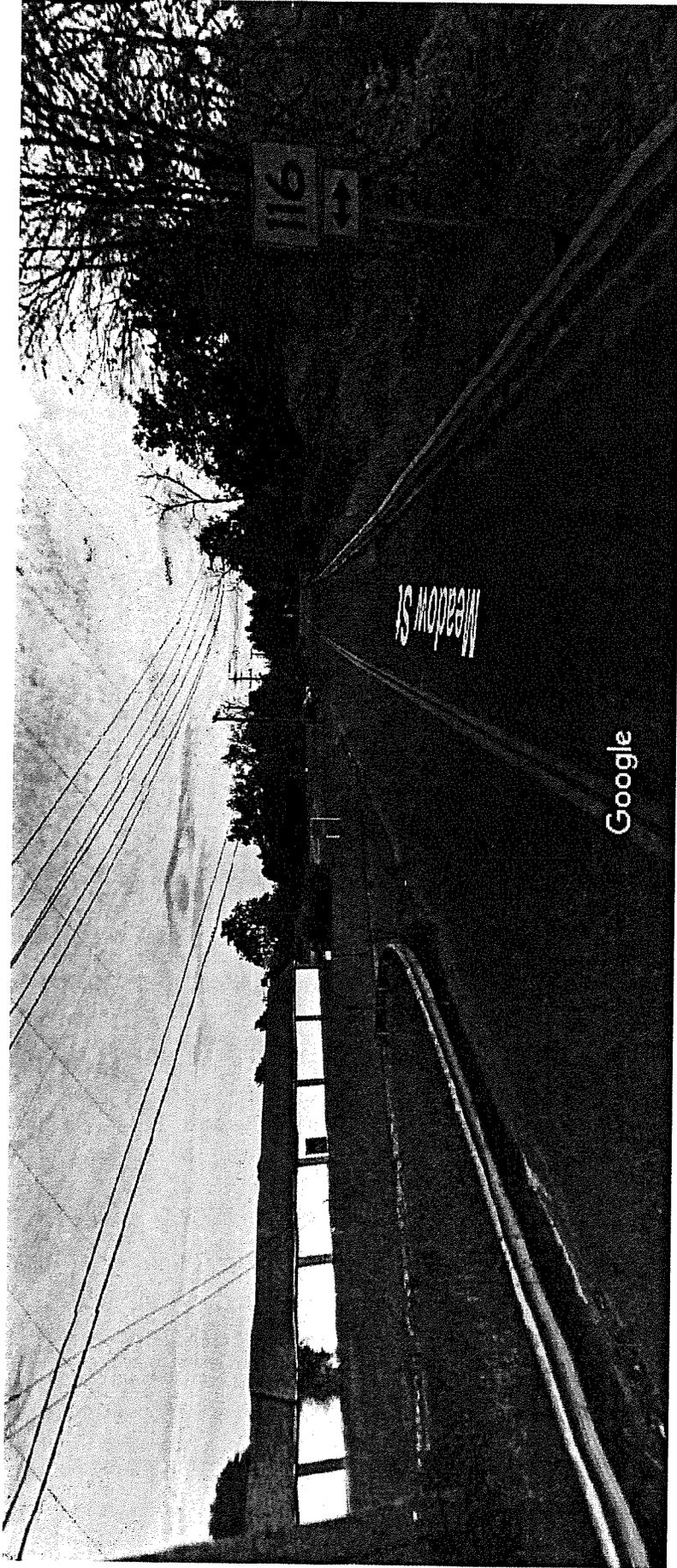


Image capture: Oct 2011 © 2016 Google

Amherst, Massachusetts
Street View - Oct 2011



Google Maps Meadow St

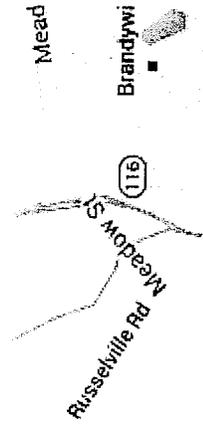


Google

Image capture: Oct 2011 © 2016 Google

Amherst, Massachusetts

Street View - Oct 2011



Google Maps

Accessed: April 22, 2016

Google Maps MA-116

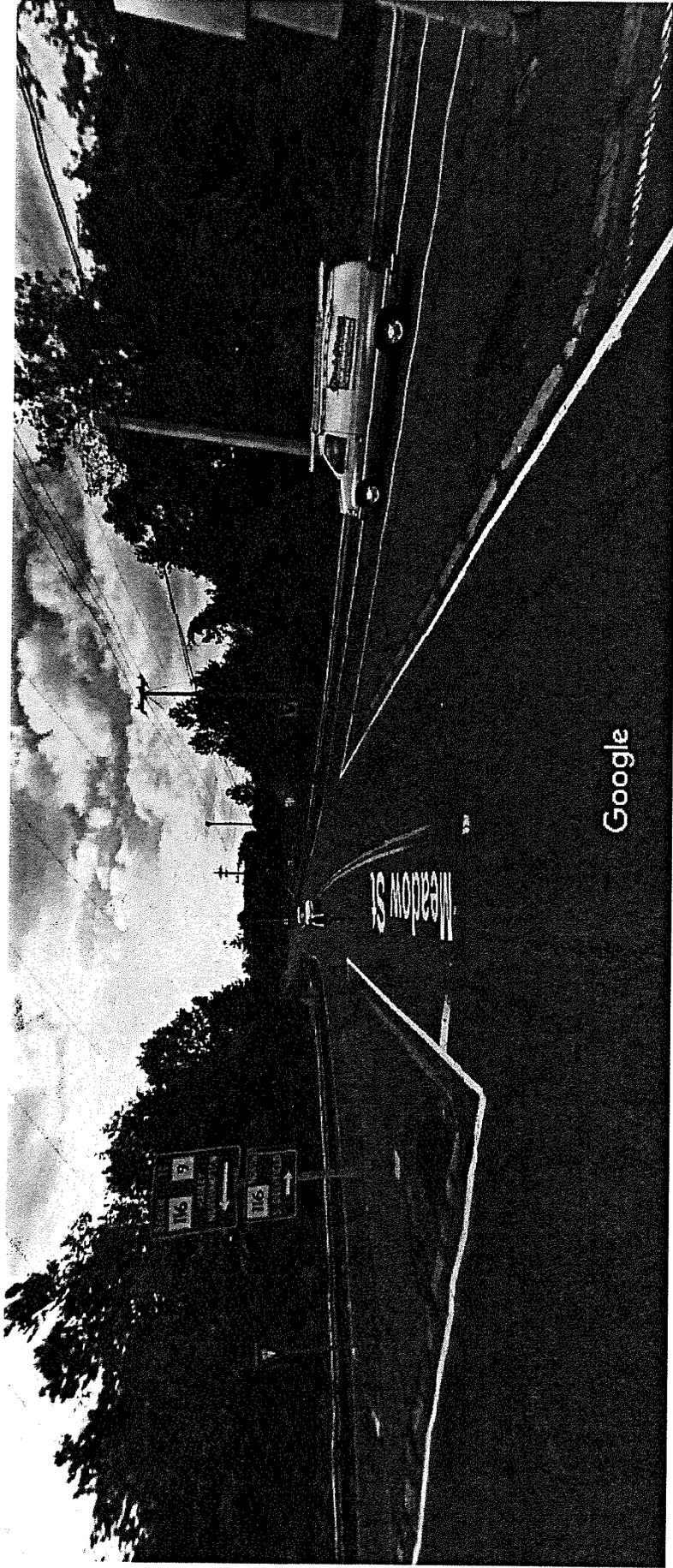
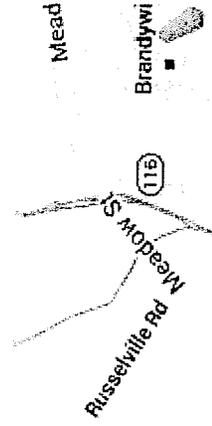


Image capture: Oct 2013 © 2016 Google

Amherst, Massachusetts

Street View - Oct 2013



Google Maps

Google Maps MA-116

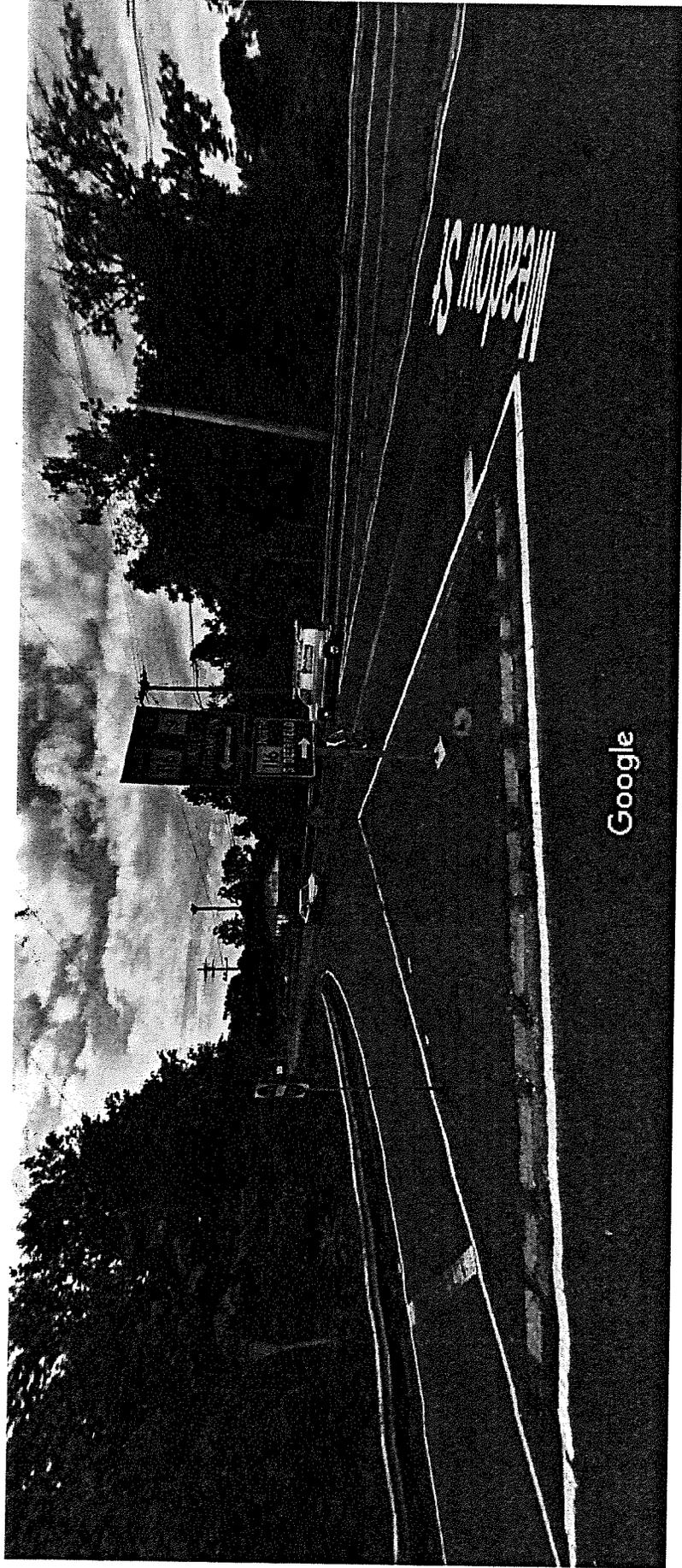
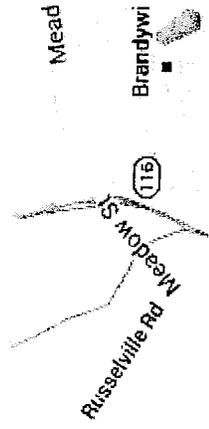


Image capture: Oct 2013 © 2016 Google

Amherst, Massachusetts

Street View - Oct 2013



Google Maps

Accessed: April 22, 2016

169 Meadow Street



- Property Map
- Property Lines
 - Easements
 - Adjacent Towns/Parcels
- Basecamp
- Trails
- Streets
- Local Roads
 - State Routes
 - State Routes
- Map/DOT Roads
- Interstate Highway
 - Multi-lane Hwy, not limited access
 - Other Numbered Highway
 - Major Road, Collector
 - Minor Road, Arterial
 - Ramp

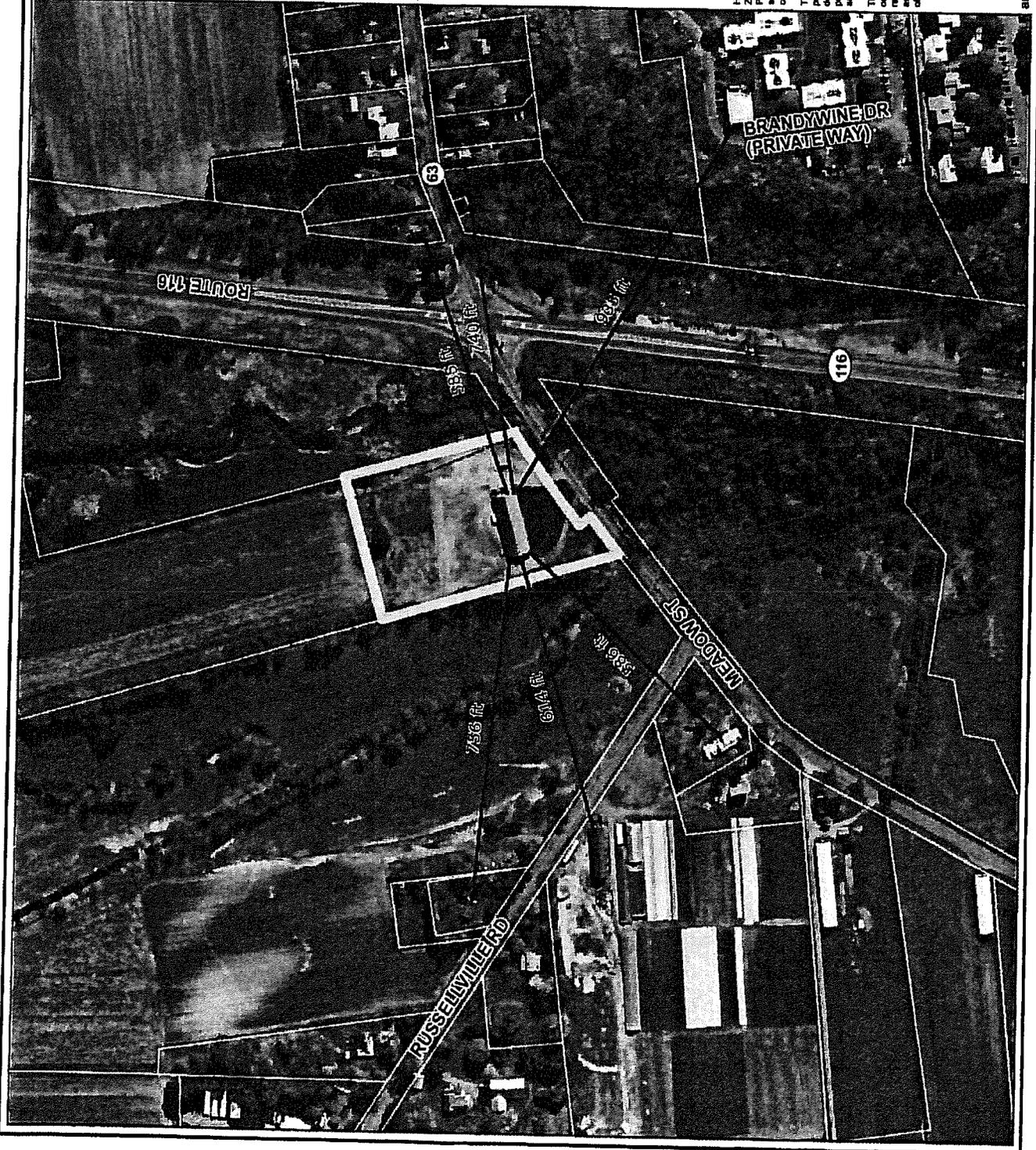
Horizontal Datum: MA Stateplane Coordinate System, Zone 4151, NAD83, Feet; Vertical Datum: NAVD83, FT
 Filename: A topographic basecamp compiled at 1"=40' scale from April, 2005 Aerial Photography. Parcels compiled to match the basecamp; revisions are ongoing.

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1" = 302 ft



See Attached
Site Plan Set

Galleon™
LED Area and Site Luminaire

STREETWORKS



Cooper Lighting
by **EATON**

Innovation you can rely on™



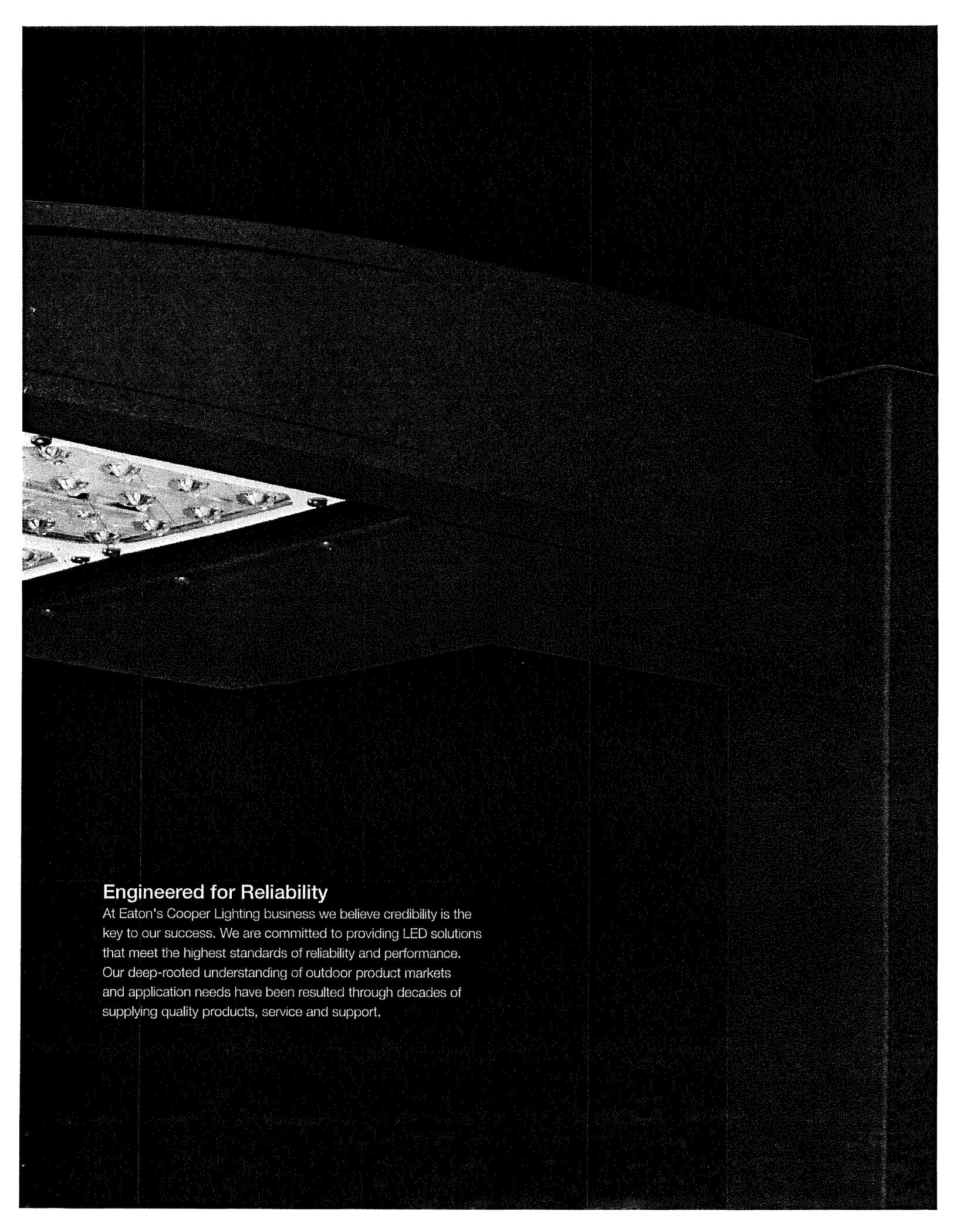
Area and Site Lighting Redefined

A New Benchmark in Performance and Features

The Galleon LED luminaire delivers a new level of performance and versatility for commercial area, site and roadway applications. Incorporating industry-leading, patented optics, the Galleon LED luminaire offers a choice of 16 specialized optical distributions that deliver superior control and maximize light levels. With a choice of 30 lumen packages, the Galleon LED luminaire allows scalability from 3,000 to over 53,000 delivered lumens. The 4000K/70 CRI is standard, with 6000K/70 CRI and 3000K/70 CRI options available.

Long Life with Low Maintenance Costs

In addition to delivering superior performance, the Galleon LED Luminaire is designed for low maintenance, long life and low cost of ownership. These are key benefits that provide compelling justification to retrofit traditional HID solutions, or allow end users to capitalize on these advantages in new construction applications. The Galleon LED luminaire can be tailored to meet your most important needs without compromising on specification features. The LED components and fixture housing are IP66 rated, which provides years of reliable operation with minimal service requirements.



Engineered for Reliability

At Eaton's Cooper Lighting business we believe credibility is the key to our success. We are committed to providing LED solutions that meet the highest standards of reliability and performance. Our deep-rooted understanding of outdoor product markets and application needs have been resulted through decades of supplying quality products, service and support.

Galleon LED Design Excellence

Stepping Up to the Challenge

The Galleon LED luminaire delivers exceptional performance in a highly scalable, low-profile design. The patented, high-efficiency AccuLED Optics™ system provides uniform and energy-conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. With HID equivalents ranging from 100W up to 1000W, the Galleon LED luminaire is designed to meet the toughest lighting challenges.

Construction

- Extruded aluminum driver enclosure
- Heavy-wall die-cast aluminum end caps
- 3G vibration rated
- IP66-rated housing and LED Light Squares
- Optional tool-less entry

Electrical

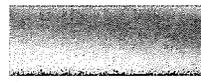
- Operates in -40°C to 40°C ambient with optional high ambient 50°C ambient configuration
- Proprietary circuit module designed to withstand 10kV of transient line surge
- >L90 60,000 hours at 40°C, compliant with IESNA TM-21
- 120V-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation

Controls

- Standard with 0-10V dimming driver(s)
- Optional occupancy sensor
- Optional wireless control and monitoring system

Finish

- Five-stage, super durable TGIC paint resists extreme weather conditions while providing optimal color and gloss retention. It's available in standard grey or optional bronze, black, dark platinum, graphite metallic or white.



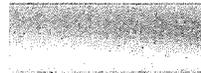
Grey



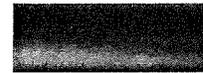
Bronze



Black



Dark Platinum



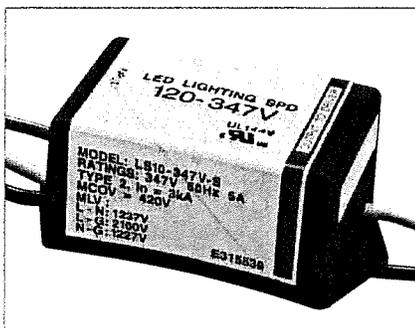
Graphite Metallic



White

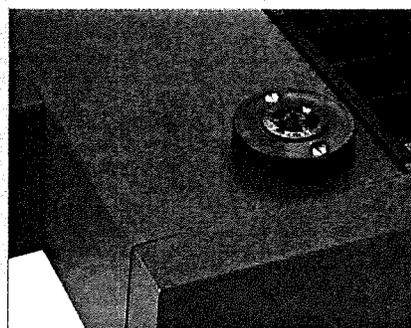
Warranty

- Five-year warranty



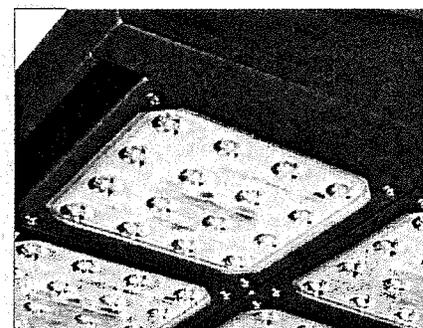
Surge Protection

A 10kV common surge (line-to-ground) and differential surge (line-to-line) mode protection is standard.



NEMA Twistlock Photocontrol Receptacle

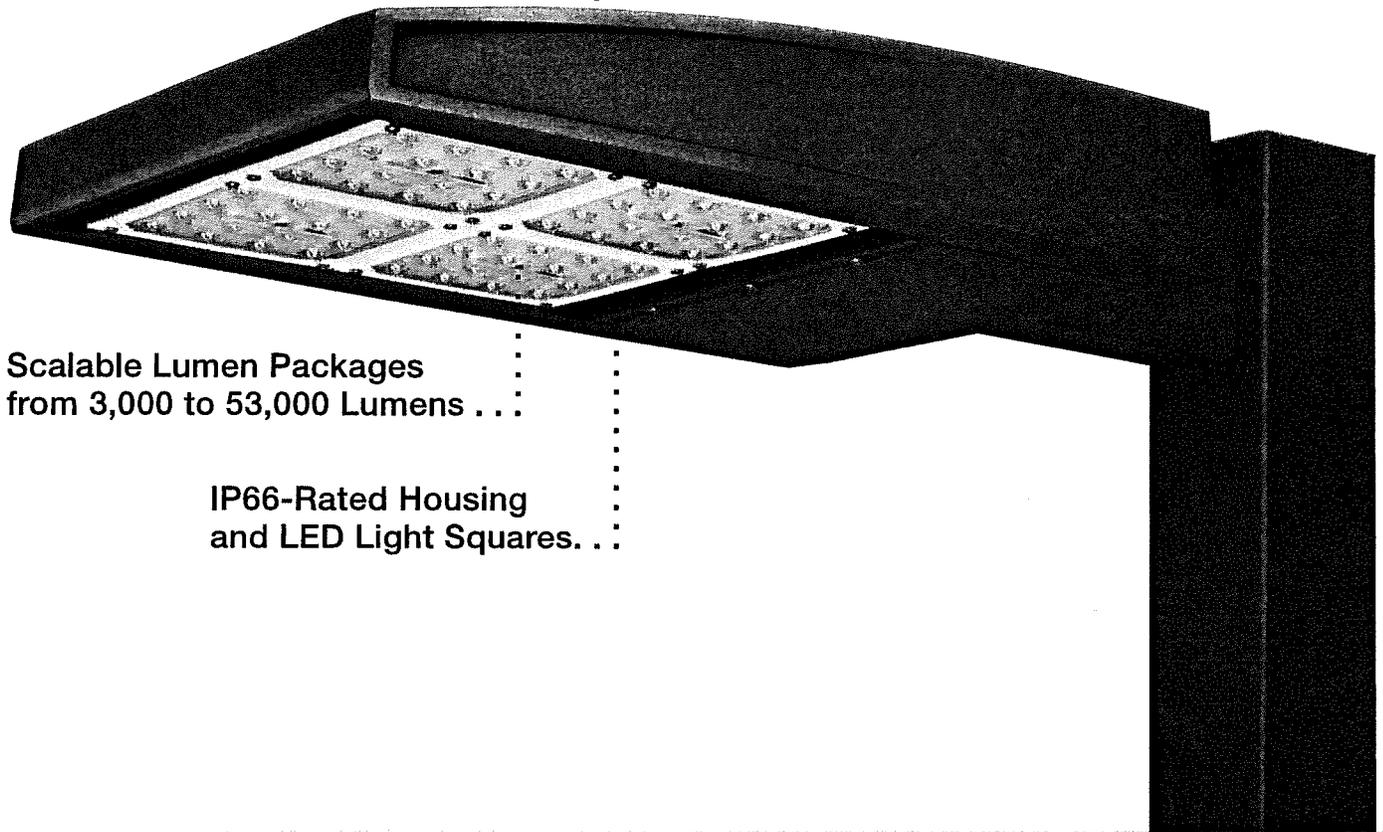
An optional gasketed receptacle allows for mounting the standard NEMA photocontrol (order separately).



Light Square Trim Plate Finish

An optional finish to match LED trim plates to the housings exterior allows luminaire to blend seamlessly in any site lighting application.

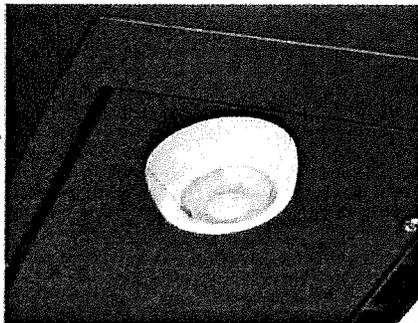
... Die-cast Aluminum Heat Sinks



Scalable Lumen Packages
from 3,000 to 53,000 Lumens ...

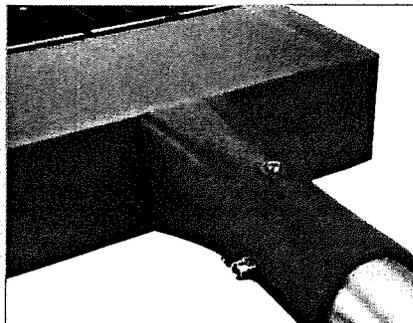
IP66-Rated Housing
and LED Light Squares. ...

Mounting Options



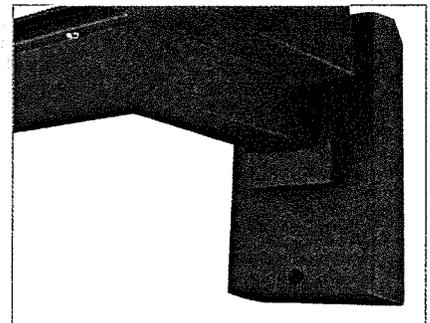
Occupancy Sensor

The optional motion sensor reduces energy use for site lighting applications.



Mast Arm Adapter

An optional cast aluminum mast arm adapter secures fixture head to nominal 2" (2-3/8" O.D. pipe size) horizontal steel tenon arm.



Wall Mount Bracket

An optional wall-mount plate is secured to wall by four lag bolts (supplied by others).

Scalable Illumination with LED Light Squares

Energy Savings and Environmental Stewardship

The simplest and most effective way to reduce a lighting fixture's impact on the environment is to minimize its energy consumption. By incorporating Light Squares from Eaton's Cooper Lighting business, the Galleon LED luminaire provides energy savings up to 75 percent compared to standard HID solutions.

Long Life

With a 60,000+ hour rated life (at greater than 90 percent lumen maintenance), the Galleon LED Luminaire operates six times longer than traditional metal halide fixtures.

Low Maintenance

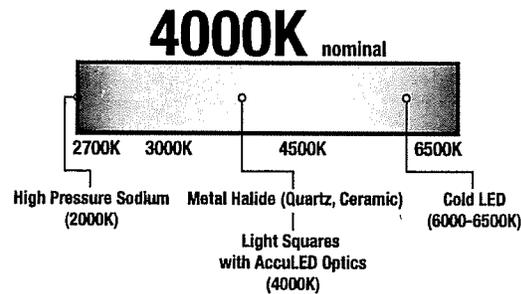
With simple quick disconnects, the Light Squares are easily removed in the field for replacement or for the rotation of the optics.



NOTE: Compliant with IESNA TM-21

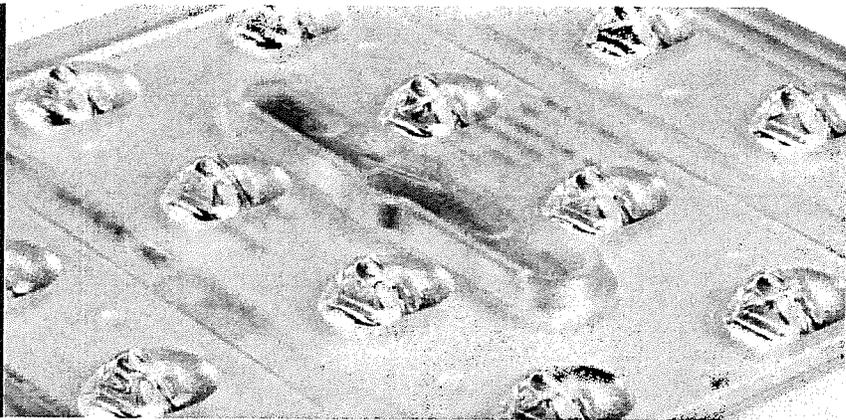
Warm White Color

Lighting designers, architects and specifying engineers have long preferred light sources that provide a balanced spectral power distribution and warm white light. Many LED solutions standardize on a cold blue 6000-6500K correlated color temperature (CCT) to maximize lumen output. The Galleon LED luminaire provides warm white light at a standard 4000K CCT with no sacrifice in lumen output.



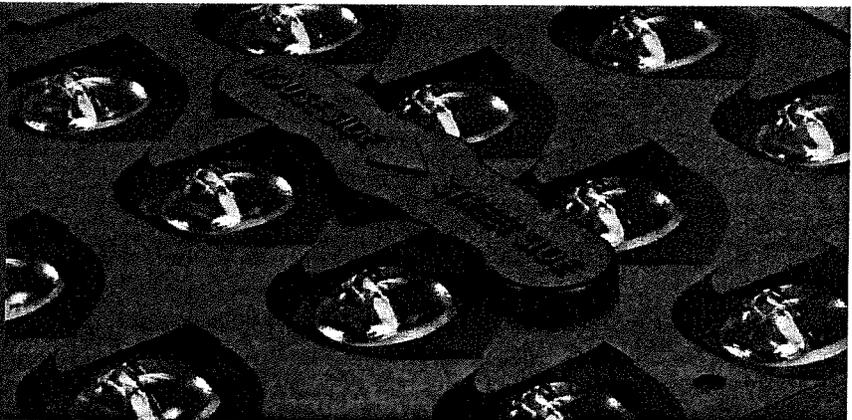
Superior Efficiency and Control

With efficiencies as high as 95 percent, the patented AccuLED Optics™ system is up to 30 percent more efficient than traditional HID optical systems. Available in 16 optional distributions, this system provides the flexibility and performance required for outdoor applications.



House Side Shield

For stringent light trespass requirements and the ultimate level of backlight control, a house side shield accessory is available for factory or field installation. Designed to seamlessly integrate with the SL2, SL3, SL4 and AFL distributions, the house side shield virtually eliminates backlight and also enhances visual comfort.



Optical Performance Redefined

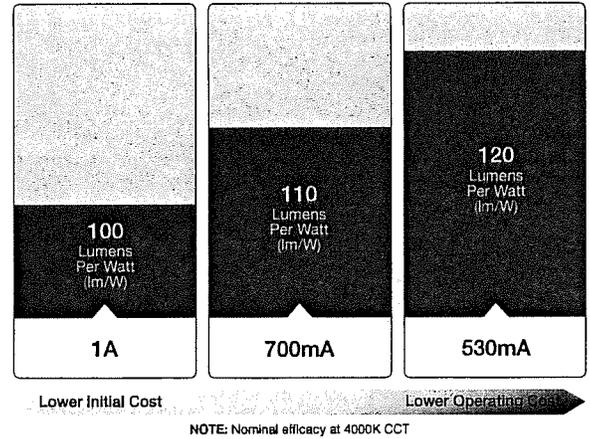
Performance and Scalability

The Galleon LED luminaire is designed around superior optical performance and scalability. With a choice of 30 lumen packages and 16 optical distributions, the optimal configuration can be used to maximize light levels while minimizing operating costs.

Power Consumption (Watts)

Number of Light Squares	Drive Current		
	530mA	700mA	1A
1	30	38	56
2	54	72	107
3	80	105	157
4	105	138	213
5	130	176	264
6	159	210	315
7	184	243	370
8	209	276	421
9	234	314	475
10	259	348	528

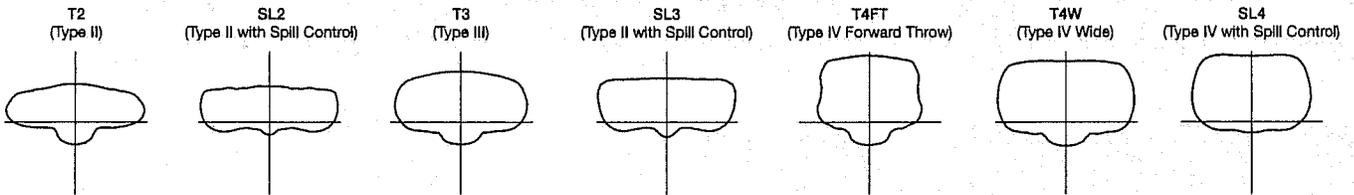
Efficacy (lm/W)



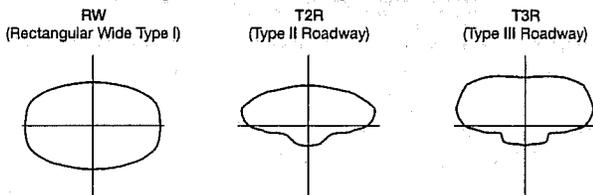
Optical Distributions

The Galleon luminaire has a choice of seven asymmetric area, three asymmetric roadway, three symmetric and three specialized distributions.

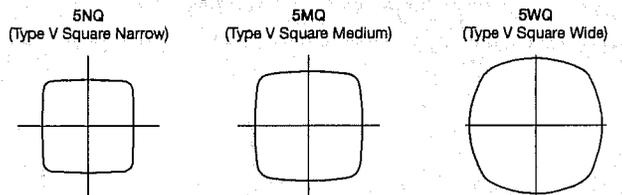
Asymmetric Area Distributions



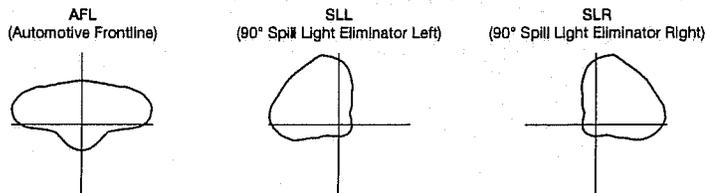
Asymmetric Roadway Distributions



Symmetric Distributions



Specialized Distributions



Occupancy Sensing

Accelerate Payback on your Investment

To further enhance energy savings, the Galleon luminaire offers an optional occupancy sensor that is integral to each individual luminaire. When the area surrounding the luminaire is unoccupied, the sensor has the ability to reduce light levels and power consumption. In addition to financial benefits, all the control options for the Galleon luminaire are designed to be simple and cost-effective ASHRAE and Title 24 compliant solutions.

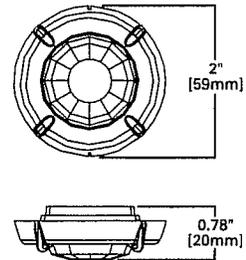
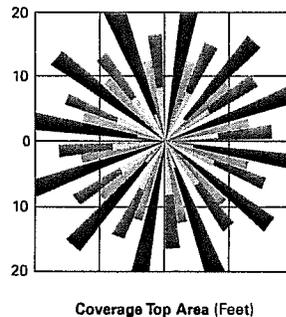
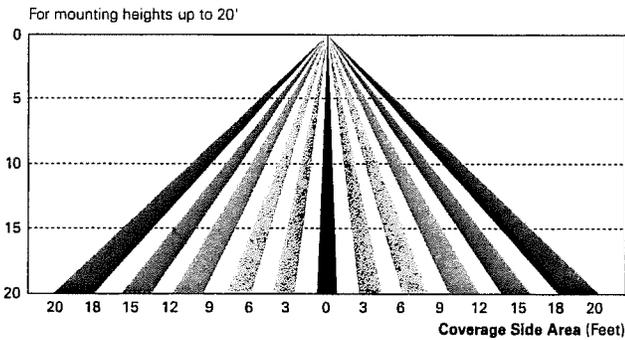
Dimming Occupancy Sensor (DOS)

When the DOS option is selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The sensor is factory preset to dim down to approximately 50 percent lumen output with a time delay of five minutes. To change these settings, a FSIR-100 accessory can be purchased. The FSIR-100 is a wireless configuration tool that allows the dimming level, time delay, sensitivity and other parameters to be changed. Consult a representative from Eaton's Cooper Lighting business for additional details.

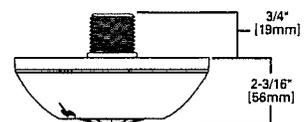
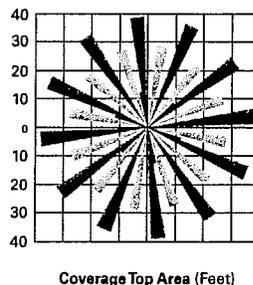
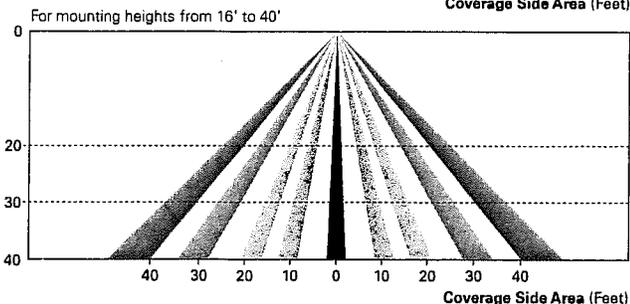
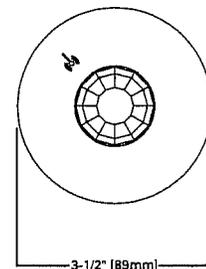
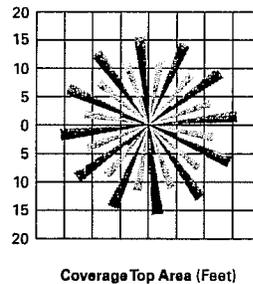
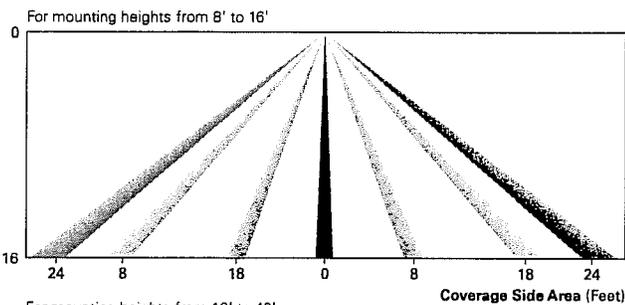
LumaWatt Wireless Control and Monitoring System (DIMRF-LW and DIMRF-LN)

The LumaWatt system is best described as a peer-to-peer wireless network of luminaire-integral sensors that operate in accordance with programmable profiles. The end user can create and manage sensor profiles with browser-based management software and broadcast to the sensors as necessary via wireless gateways. Each sensor is capable of motion and photo sensing, metering power consumption and wireless communication. For additional details, refer to www.cooperlighting.com.

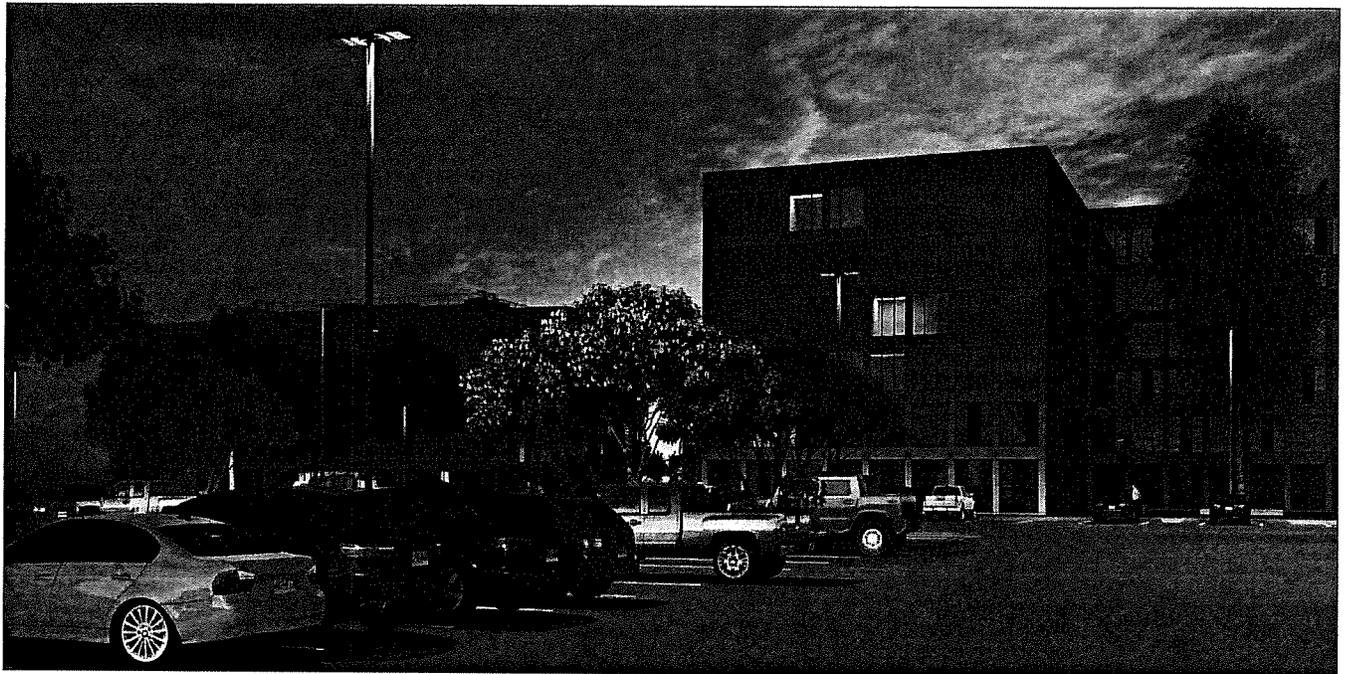
Dimming Occupancy Sensor (DOS)



LumaWatt (DIMRF-LW and DIMRF-LN)



Scheduled Dimming and Occupancy Detection

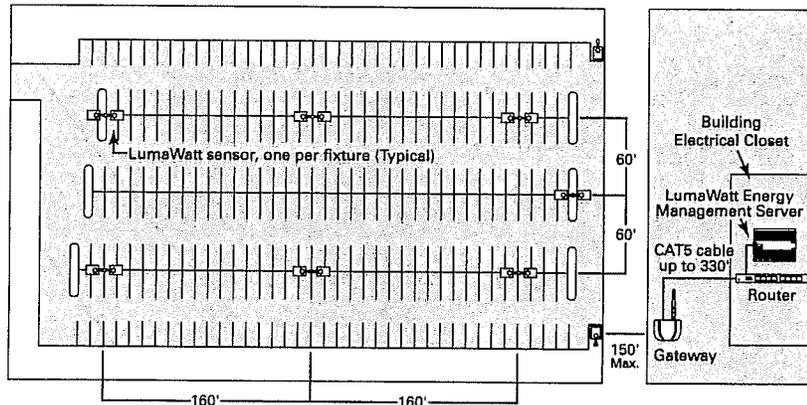


For outdoor parking area applications, lighting should be dimmed or turned off within one hour of business closing. Scheduled dimming and occupancy detection can be combined to reduce maximum lighting levels outside business hours. Egress and security lighting is available on occupancy detection.

Sides of Drive Fixture Location

Fixture Spacing = 160' x 120' on center

20 fixtures per 60' wide drive lane; 40 fixtures total for 420' x 120' parking deck



Energy Savings Calculations

Configuration	Daily Hours of Operation	Control Event	Annual Load (kWh)
14 Sensor Integrated Luminaires 35' on Mounting Height, Centered at 120' x 160'			
Bill-of-Material (BOM)			
(1) RF-EM1, (1) RF-ROUT1, (1) RF-GW1 (14) GAN-AE10-LED-E1-T2-BZ-DIMRF-LN (515W)	11	100% On	28,948
Control Schedule			
7:30 PM-11:30 AM	4	100% On	10,526
11:30 PM-6:30 AM	7	40% On, On Occupancy 70%	7,268
Total Controlled Load	11	2 Events	17,895
Energy Saving			38%

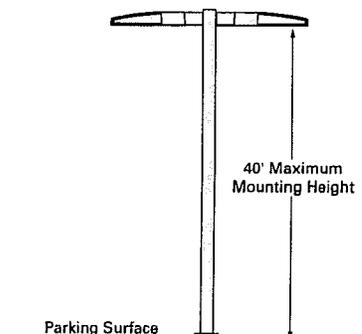
IESNA Lighting Handbook 10th Edition Illuminance Values for Area and Site Applications

Parking Lot Design Guide

Illuminance	Minimum Horizontal Illuminance ¹	Uniformity Ratio Max. / Min.	Minimum Vertical Illuminance ²
Basic	2.0 / 0.2	20:1	1.0 / 0.1
Basic Enhanced Security	5.0 / 0.5	15:1	2.5 / 0.25
Security	10.0 / 1.0	15:1	5.8-8.0 / 0.5-0.5
High Security	30.0-60.0 / 3.0-6.0	4:1	12-60 / 1.2-6.0

NOTES:

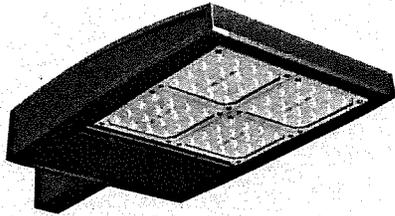
- 1 Measured on parking surface without shadowing from any object
- 2 For facial recognition measured at 5' above the parking surface at the point of lowest horizontal illuminance



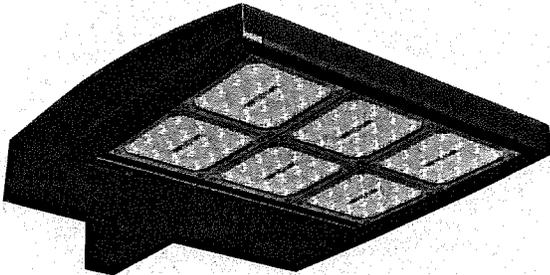
Configuration Flexibility

A New Level of Scalable Solutions

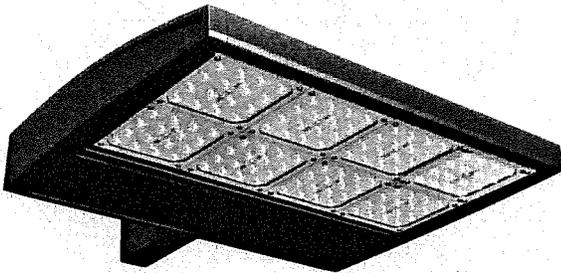
The Galleon LED luminaire is available in one to 10 Light Squares. As the number of Light Squares increases, the luminaire width increases proportionally.



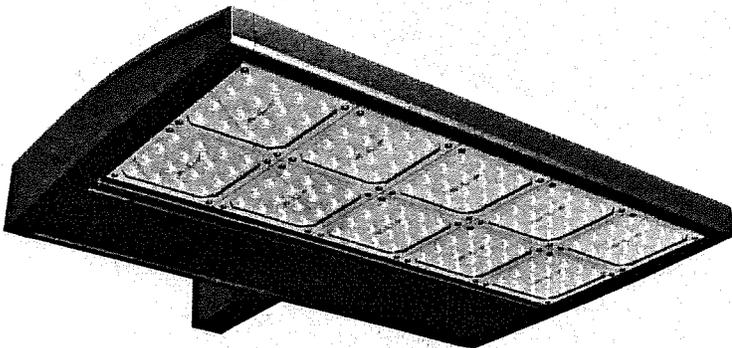
1 - 4 Light Squares



5 - 6 Light Squares



7 - 8 Light Squares



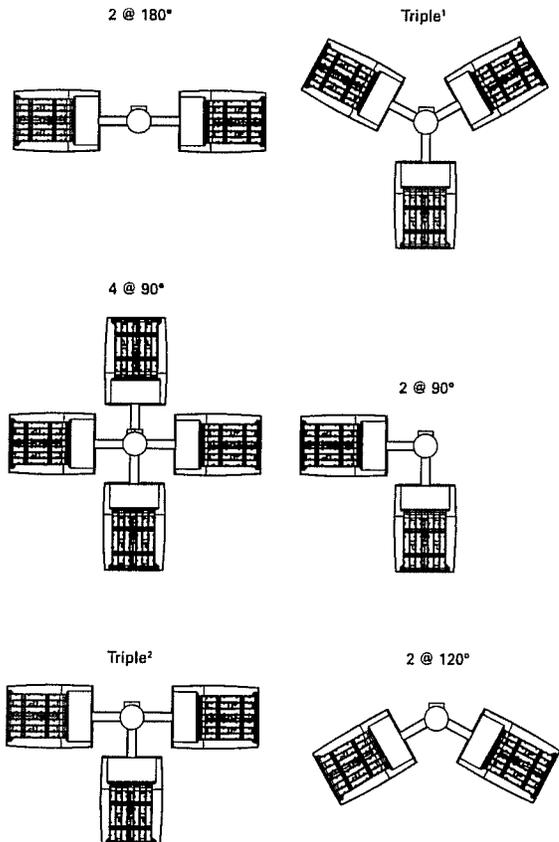
9 - 10 Light Squares

Pole Mounting Configurations

The standard Galleon LED luminaire configuration is designed to mount to a round or square pole. When mounting two or more fixtures at 90° or 120° apart, a longer Extended Arm (EA) may be required. Please reference the table below to determine when the Extended Arm is required and designate "EA" in the catalog logic.

Arm Mounting Requirements

Configuration	90° Apart	120° Apart
GAN-AE-01	7" Arm (Standard)	7" Arm (Standard)
GAN-AE-02	7" Arm (Standard)	7" Arm (Standard)
GAN-AE-03	7" Arm (Standard)	7" Arm (Standard)
GAN-AE-04	7" Arm (Standard)	7" Arm (Standard)
GAN-AE-05	10" Extended Arm (Required)	7" Arm (Standard)
GAN-AE-06	10" Extended Arm (Required)	7" Arm (Standard)
GAN-AE-07	13" Extended Arm (Required)	13" Extended Arm (Required)
GAN-AE-08	13" Extended Arm (Required)	13" Extended Arm (Required)
GAN-AE-09	16" Extended Arm (Required)	16" Extended Arm (Required)
GAN-AE-10	16" Extended Arm (Required)	16" Extended Arm (Required)



NOTES: 1. Round poles are 3 @ 120°. Square poles are 3 @ 90°. 2. Round poles are 3 @ 90°.

Ordering Information

Sample Number: GAN-AE-04-LED-U-T3A-AP

Product Family	Light Engine	Number of Light Squares ¹	Lamp Type	Voltage	Distribution	Color	Mounting	
GAN=Galeon	AE=1A Drive Current	01=1 02=2 03=3 04=4 05=5 06=6 07=7 08=8 09=9 10=10	LED=Solid State Light Emitting Diodes	U=Universal (120V-277V) 9=347V ² 8=480V ²	T2=Type II T2R=Type II Roadway T3=Type III T3R=Type III Roadway T4FT=Type IV Forward Throw T4W=Type IV Wide 5NQ=Type V Square Narrow 5MQ=Type V Square Medium 5WQ=Type V Square Wide	SL2=Type II w/Spill Control SL3=Type III w/Spill Control SL4=Type IV w/Spill Control SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right RW=Rectangular Wide Type I AFL=Automotive Frontline	AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White	[BLANK]=Arm for Round or Square Pole EA=Extended Arm ³ MA=Mast Arm Adapter ⁴ WM=Wall Mount

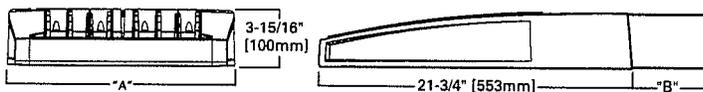
Options (Add as Suffix)		
2L=Two Circuits ^{5,6} 7030=70 CRI 3000K ⁷ 7060=70 CRI 6000K ⁷ 530=Drive Current Factory Set to 530mA ⁸ 700=Drive Current Factory Set to 700mA ⁸ 3=Three-Position Terminal Block P=Button Type Photocontrol (120, 208, 240 or 277V) 4=NEMA Twistlock Photocontrol Receptacle	HA=50°C High Ambient ⁹ MS/DIM-L08=Motion Sensor for Dimming Operation, Maximum 8' Mounting Height ^{9,10,11,12} MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height ^{9,10,11,12} MS/DIM-L40=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height ^{9,10,11,12} MS/X-L08=BI-Level Motion Sensor, Maximum 8' Mounting Height ^{11,12,13,14} MS/X-L20=BI-Level Motion Sensor, 9' - 20' Mounting Height ^{11,12,14} MS/X-L40=BI-Level Motion Sensor, 21' - 40' Mounting Height ^{11,12,14} DIMRF-LW=LumaWatt Wireless Sensor, Wide Lens for 8' - 16' Mounting Height ¹³ DIMRF-LN=LumaWatt Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height ¹³	L90=Optics Rotated 90° Left R90=Optics Rotated 90° Right MT=Factory Installed Mesh Top TH=Tool-less Door Hardware LCF=Light Square Trim Plate Painted to Match Housing HSS=Factory Installed House Side Shield ¹⁵

Accessories (Order Separately)		
OA/RA1016=NEMA Photocontrol Multi-Tap - 105-285V OA/RA1027=NEMA Photocontrol - 480V OA/RA1201=NEMA Photocontrol - 347V OA/RA1013=Photocontrol Shorting Cap OA/RA1014=120V Photocontrol SA1252=10kV Surge Module Replacement SA1036-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon SA1037-XX=2 @ 180° Tenon Adapter for 2-3/8" O.D. Tenon SA1197-XX=3 @ 120° Tenon Adapter for 2-3/8" O.D. Tenon	SA1197-XX=3 @ 120° Tenon Adapter for 2-3/8" O.D. Tenon SA1188-XX=4 @ 90° Tenon Adapter for 2-3/8" O.D. Tenon SA1189-XX=2 @ 90° Tenon Adapter for 2-3/8" O.D. Tenon SA1190-XX=3 @ 90° Tenon Adapter for 2-3/8" O.D. Tenon SA1191-XX=2 @ 120° Tenon Adapter for 2-3/8" O.D. Tenon SA1038-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon SA1039-XX=2 @ 180° Tenon Adapter for 3-1/2" O.D. Tenon SA1192-XX=3 @ 120° Tenon Adapter for 3-1/2" O.D. Tenon SA1193-XX=4 @ 90° Tenon Adapter for 3-1/2" O.D. Tenon	SA1194-XX=2 @ 90° Tenon Adapter for 3-1/2" O.D. Tenon SA1195-XX=3 @ 90° Tenon Adapter for 3-1/2" O.D. Tenon FSIR-100=Wireless Configuration Tool for Occupancy Sensor ¹⁶ GAN-MT1=Field Installed Mesh Top for 1-4 Light Squares GAN-MT2=Field Installed Mesh Top for 5-6 Light Squares GAN-MT3=Field Installed Mesh Top for 7-8 Light Squares GAN-MT4=Field Installed Mesh Top for 9-10 Light Squares LS/HSS=Field Installed House Side Shield ^{15,17}

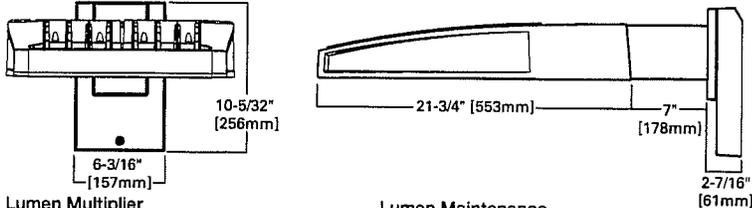
NOTES: 1 Standard 4000K CCT and minimum 70 CRI. 2 LumaWatt Wireless Sensors not currently available for 347V or 480V applications. 3 May be required when two or more luminaires are oriented on a 90° or 120° drilling pattern. Refer to arm mounting requirement table. 4 Factory installed. 5 Only available in 5-10 Light Squares. 6 Not available with LumaWatt wireless sensors. 7 Use dedicated IES files for 3000K and 6000K when performing layouts. These files are published on the Galeon luminaire product page on the website. 8 1 Amp standard. Use dedicated IES files when performing layouts. These files are published on the Galeon luminaire product page on the website. 9 Must specify dimming driver. Consult factory for more information. 10 120V or 277V 60Hz and 230V 50Hz only. Replace E1 with specific voltage. Consult factory for availability in 347V and 480V. 11 The FSIR-100 accessory is required to adjust parameters. 12 Not available with HA option. 13 LumaWatt wireless sensors are factory installed only requiring network components RF-EM1, RF-GW1 and RF-ROUT1 in appropriate quantities. See www.cooperlighting.com for LumaWatt application information. 14 Sensor mounted externally. Available in 2, 3, 4 or 6 Light Square configurations. Replace "X" with number of Light Squares in low output mode. For ON/OFF operation, replace "X" with "0". Maximum two Light Squares in low output mode. Not available with dimming driver. No terminal block with bi-level operation. 15 Only for use with SL2, SL3, SL4 and AFL distributions. The Light Square trim plate is painted black when the HSS option is selected. 16 This tool enables adjustment of parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your Eaton's Cooper Lighting business representative for additional details. 17 One required for each Light Square.

Dimensions

Pole Mount



Wall Mount



Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

Lumen Maintenance

Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Theoretical L70 (hours)
25°C	> 94%	> 350,000
40°C	> 93%	> 250,000
50°C	> 90%	> 170,000

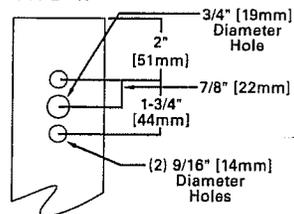
Dimensional Data

Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Optional Arm Length
1-4	15-1/2" (394mm)	7" (178mm)	10" (254mm)
5-6	21-5/8" (549mm)	7" (178mm)	10" (254mm)
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)

NOTES: 1 Optional arm length to be used when mounting two fixtures at 90° on a single pole. 2 EPA calculated with optional arm length.

Drilling Pattern

TYPE "N"



Additional Information

Compliances	Technical Data (Electronic LED Driver)	Approximate Weight	EPA (Effective Projected Area - Square Feet)
UL and cUL Wet Location Listed IP66 Light Squares 3G Vibration Rated ARRA Compliant ISO 9001	+40°C (104°F) Ambient Temperature Rating -40°C (-40°F) Ambient Temperature Rating Optional 50°F (HA) Ambient Temperature Rating >0.9 Power Factor <20% Total Harmonic Distortion 120V-277V/50 and 60 Hz 347V/60 Hz, 480V/60 Hz	1-4 Light Squares 33 lbs. (15.0 kgs.) 5-6 Light Squares 44 lbs. (20.0 kgs.) 7-8 Light Squares 54 lbs. (24.5 kgs.) 9-10 Light Squares 63 lbs. (28.6 kgs.)	1-4 Light Squares 0.96 5-6 Light Squares 1.00 7-8 Light Squares 1.07 9-10 Light Squares 1.12

NOTE: Specifications and dimensions subject to change without notice.



IP66
Rated

Eaton's Cooper Lighting Business

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www.cooperlighting.com

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Mississauga, Ontario L5R 1B8
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F: 905-501-3172

Our Lighting Product Brands

Halo
Halo Commercial
Portfolio
IRiS
RSA
Metalux
Corelite
Neo-Ray
Fail-Safe
MWS
Ametrix
Shaper
io
Lumark
McGraw-Edison
Invue
Lumière
Streetworks
AtLite
Sure-Lites

Our Controls Product Brands

Greengate
iLumin
Zero 88
Fifth Light Technology
iLight (International Only)



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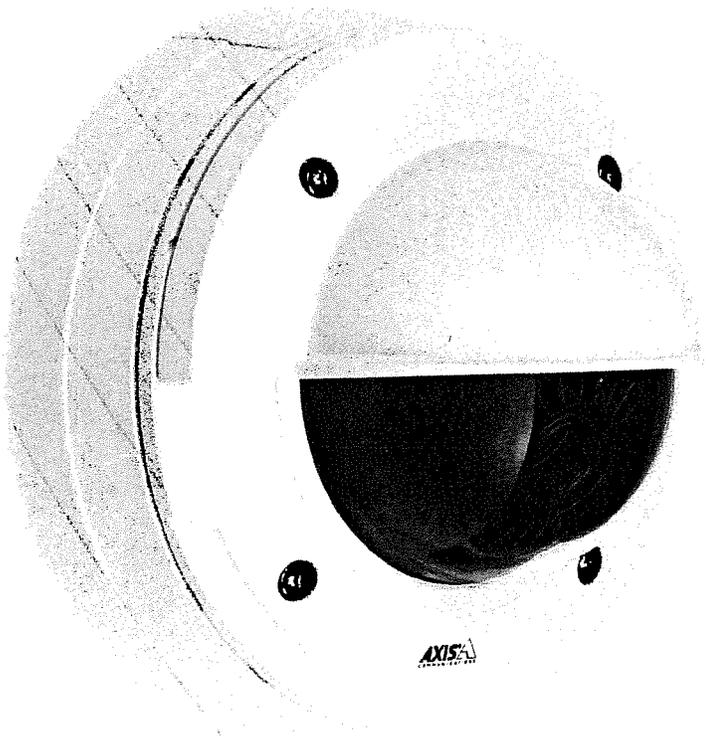
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AXIS P3367-VE Network Camera

5-megapixel, light-sensitive with remote focus and zoom

AXIS P3367-VE is a fixed dome network camera that offers superb video performance in HDTV 1080p/5 MP resolution. It complies with the SMPTE 274M standard and can cover a large area with exceptional detail and light sensitivity. Wide dynamic range and day/night functionality provides high image quality even in low-light conditions. With multi-view streaming, the full view and up to 8 individually cropped out view areas can be streamed simultaneously. AXIS P3367-VE has support for digital pan/tilt/zoom, two-way audio, audio detection and input/output ports for external devices. With its weather-proof and vandal-resistant casing, it is perfectly adapted for harsh environments.

- > **HDTV 1080p/5 MP**
- > **P-Iris control**
- > **Remote zoom and focus**
- > **I/O ports and two-way audio**
- > **Outdoor-ready and IK10 vandal-resistance**



AXIS P3367-VE Network Camera

Camera		Detection, AXIS Digital Autotracking and third-party applications, see www.axis.com/acap
Image sensor	Progressive scan RGB CMOS 1/3.2"	
Lens	3–9 mm, F1.2 Horizontal angle of view: 84°–30° Vertical angle of view: 63°–22° Varifocal, Remote focus and zoom, P-Iris control, IR corrected	
Day and night	Automatically removable infrared-cut filter	
Minimum illumination	Color: 0.2 lux, F1.2, B/W: 0.04 lux, F1.2	
Shutter time	1/28000 s to 2 s	
Camera angle adjustment	Pan 360°, Tilt 160°, Rotation 340°	
Video		
Video compression	H.264 Baseline and Main Profile (MPEG-4 Part 10/AVC) Motion JPEG	
Resolutions	2592x1944 (5 MP) to 160x90	
Frame rate	2 MP 4:3 (1600x1200) and HDTV 1080p (1920x1080) capture modes: 30 fps in all resolutions, 3 MP capture mode: 20 fps in all resolutions, 5 MP capture mode: 12 fps in all resolutions	
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG Controllable frame rate and bandwidth VBR/MBR H.264	
Multi-view streaming	Up to 8 individually cropped out view areas When streaming 4 view areas and 1 overview in VGA resolution, the frame rate is 12 fps per stream (5 MP capture mode) or 20 fps per stream (3 MP capture mode)	
Pan/Tilt/Zoom	Digital PTZ Preset positions, Guard tour	
Image settings	Compression, Color, Brightness, Sharpness, Contrast, White balance, Exposure control, Exposure zones, Backlight compensation, Fine tuning of behavior at low light, Text and image overlay, Mirroring of images, Privacy mask Rotation 0°, 90°, 180°, 270°, including Corridor Format Wide Dynamic Range - Dynamic Contrast	
Audio		
Audio streaming	Two-way audio	
Audio compression	AAC LC 8/16 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz Configurable bit rate	
Audio input/output	External microphone input or line input, Line output	
Network		
Security	Password protection, IP address filtering, HTTPS ^a encryption, IEEE 802.1X ^a network access control, Digest authentication, User access log	
Supported protocols	IPv4/v6, HTTP, HTTPS ^a , SSL/TLS ^a , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP TM , SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, SFTP, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS, SSH	
System integration		
Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform, specifications at www.axis.com AXIS Video Hosting System (AVHS) with One-Click Connection ONVIF Profile S, specification at www.onvif.org	
Analytics	Video motion detection, Active tampering alarm, Audio detection Support for AXIS Camera Application Platform enabling installation of AXIS Video Motion Detection 3, AXIS Cross Line	
Event triggers	Analytics, Edge storage events, External input	
Event actions	File upload: FTP, FTPS, HTTP, HTTPS, network share and email Notification: email, HTTP, HTTPS and TCP Video recording to edge storage Pre- and post-alarm video buffering External output activation, Audio recording to edge storage, Play audio clip Preset positions, Guard tour	
Data streaming	Event data	
Built-in installation aids	Remote zoom, Remote focus, Pixel counter	
General		
Casing	Polycarbonate transparent dome, aluminum inner camera module with encapsulated electronics IP66- and NEMA 4X-rated, IK10 impact-resistant casing with aluminum base and dehumidifying membrane Color: White NCS S 1002-B. For repainting instructions and impact on warranty, contact your Axis partner.	
Memory	512 MB RAM, 128 MB Flash	
Power	Power over Ethernet IEEE 802.3af/802.3at Type 1 Class 3 Max. 12.1 W	
Connectors	RJ45 10BASE-T/100BASE-TX PoE Terminal block for 1 alarm input and 1 output, 3.5 mm mic/line in, 3.5 mm line out	
Edge storage	Support for SD/SDHC/SDXC card Support for recording to dedicated network-attached storage (NAS) For SD card and NAS recommendations see www.axis.com	
Operating conditions	-40 °C to 55 °C (-40 °F to 131 °F) Humidity 10–100% RH (condensing)	
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F)	
Approvals	EN 55022 Class B, EN 61000-6-1, EN 61000-6-2, EN 55024, FCC Part 15 Subpart B Class B, ICES-003 Class B, VCCI Class B, C-tick AS/NZS CISPR 22 Class B, KCC KN22 Class B, KN24, EN 50581, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-64, IEC 60068-2-78 EN 50121-4, IEC 62236-4, IEC/EN/UL 60950-22, IEC 62262 IK10, IEC/EN 60529 IP66, NEMA 250 Type 4X	
Weight	1.7 kg (3.7 lb), with weather shield	
Dimensions	Ø178 x 117 (Ø7 x 4 5/8 in)	
Included accessories	Installation Guide, Windows decoder 1-user license, Resistorx T20 screw driver, Drill hole template Connector kit, Mounting bracket, Smoked dome, Weather shield, 5 m (16 ft) network cable with pre-mounted gasket	
Video management software	AXIS Camera Companion, AXIS Camera Station, Video management software from Axis' Application Development Partners available on www.axis.com/techsup/software	
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese	
Warranty	Axis 3-year warranty and AXIS Extended Warranty option, see www.axis.com/warranty	

a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>), and cryptographic software written by Eric Young (eyay@cryptsoft.com).

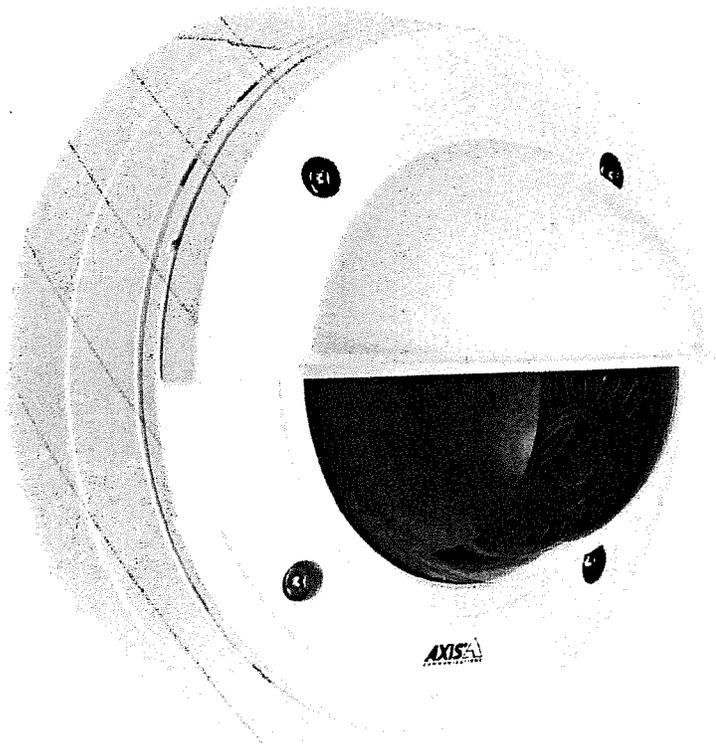
More information is available at www.axis.com

AXIS P3365-VE Network Camera

Wide-angle and vandal-resistant with remote zoom and focus

AXIS P3365-VE is a fixed dome network camera that offers exceptional video performance in HDTV 1080p/2 MP resolution. It complies with the SMPTE 274M standard. The camera features wide dynamic range and day/night functionality, maintaining high image quality even in low-light conditions. P-Iris control provides optimal depth of field, resolution, image contrast and clarity. Remote zoom and focus eliminate the need for hands-on fine tuning. AXIS P3365-VE has support for two-way audio, audio detection and input/output ports for external devices. It also supports digital pan/tilt/zoom and multi-view streaming. With its weather-proof and vandal-resistant casing, it is perfectly adapted for harsh environments.

- > **HDTV 1080p/2 MP**
- > **P-Iris control**
- > **Remote zoom and focus**
- > **I/O ports and two-way audio**
- > **Outdoor-ready and IK10 vandal-resistance**



AXIS P3365-VE Network Camera

Camera	
Image sensor	Progressive scan RGB CMOS 1/2.8"
Lens	3–9 mm, F1.3 Horizontal angle of view: 100°–35° Vertical angle of view: 55°–20° Varifocal, Remote focus and zoom, P-Iris control, IR corrected
Day and night	Automatically removable infrared-cut filter
Minimum illumination	Color: 0.2 lux, F1.3, B/W: 0.04 lux, F1.3
Shutter time	1/33500 s to 2 s
Camera angle adjustment	Pan 360°, Tilt 160°, Rotation 340°
Video	
Video compression	H.264 Baseline and Main Profile (MPEG-4 Part 10/AVC) Motion JPEG
Resolutions	1920x1080 (2MP) to 160x90
Frame rate	Up to 25/30 fps with power line frequency 50/60 Hz
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG Controllable frame rate and bandwidth VBR/MBR H.264
Multi-view streaming	Up to 2 individually cropped out view areas
Pan/Tilt/Zoom	Digital PTZ
Image settings	Compression, Color, Brightness, Sharpness, Contrast, White balance, Exposure control, Exposure zones, Backlight compensation, Fine tuning of behavior at low light, Text and image overlay, Mirroring of images, Privacy mask Rotation 0°, 90°, 180°, 270°, including Corridor Format Wide Dynamic Range – Dynamic Contrast
Audio	
Audio streaming	Two-way audio
Audio compression	AAC LC 8/16 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz Configurable bit rate
Audio input/output	External microphone input or line input, Line output
Network	
Security	Password protection, IP address filtering, HTTPS ^a encryption, IEEE 802.1X ^a network access control, Digest authentication, User access log
Supported protocols	IPv4/IPv6, HTTP, HTTPS ^a , SSL/TLS ^a , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP TM , SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, SFTP, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS, SSH
System integration	
Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform, specifications at www.axis.com AXIS Video Hosting System (AVHS) with One-Click Connection ONVIF Profile S, specification at www.onvif.org
Analytics	Video motion detection, Active tampering alarm, Audio detection Support for AXIS Camera Application Platform enabling installation of AXIS Video Motion Detection 3, AXIS Cross Line Detection, AXIS Digital Autotracking and third-party applications, see www.axis.com/acap

Event triggers	Analytics, Edge storage events, External input
Event actions	File upload: FTP, FTPS, HTTP, HTTPS, network share and email Notification: email, HTTP, HTTPS and TCP Video recording to edge storage Pre- and post-alarm video buffering External output activation, Audio recording to edge storage, Play audio clip
Data streaming	Event data
Built-in installation aids	Remote zoom, Remote focus, Pixel counter
General	
Casing	Polycarbonate transparent dome, aluminum inner camera module with encapsulated electronics IP66- and NEMA 4X-rated, IK10 impact-resistant casing with aluminum base and dehumidifying membrane Color: White NCS S 1002-B. For repainting instructions and impact on warranty, contact your Axis partner.
Memory	256 MB RAM, 128 MB Flash
Power	Power over Ethernet IEEE 802.3af/802.3at Type 1 Class 3 Max. 8.6 W
Connectors	RJ45 10BASE-T/100BASE-TX PoE Terminal block for 1 alarm input and 1 output, 3.5 mm mic/line in, 3.5 mm line out
Edge storage	Support for SD/SDHC/SDXC card Support for recording to dedicated network-attached storage (NAS) For SD card and NAS recommendations see www.axis.com
Operating conditions	-40 °C to 55 °C (-40 °F to 131 °F) Humidity 10–100% RH (condensing)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F)
Approvals	EN 55022 Class B, EN 61000-6-1, EN 61000-6-2, EN 55024, FCC Part 15 Subpart B Class B, ICES-003 Class B, VCCI Class B, C-tick AS/NZS CISPR 22 Class B, KCC KN22 Class B, KN24, EN 50581, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-64, IEC 60068-2-78 EN 50121-4, IEC 62236-4, IEC/EN/UL 60950-22, IEC 62262 IK10, IEC/EN 60529 IP66, NEMA 250 Type 4X
Weight	1.7 kg (3.7 lb), with weather shield
Dimensions	Ø178 x 117 (Ø7 x 4 5/8 in)
Included accessories	Installation Guide, Windows decoder 1-user license, Resistorx T20 screw driver, Drill hole template Connector kit, Mounting bracket, Smoked dome, Weather shield, 5 m (16 ft) network cable with pre-mounted gasket
Video management software	AXIS Camera Companion, AXIS Camera Station, Video management software from AXIS' Application Development Partners available on www.axis.com/techsup/software
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese
Warranty	Axis 3-year warranty and AXIS Extended Warranty option, see www.axis.com/warranty

a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>), and cryptographic software written by Eric Young (ey@cryptsoft.com).

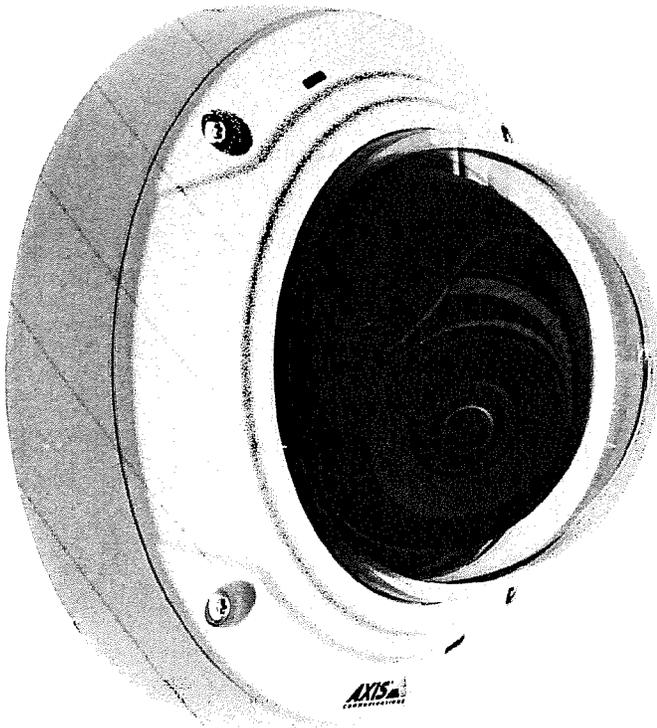
More information is available at www.axis.com

AXIS M3006-V Network Camera

Fixed mini dome with 3-megapixel wide view and HDTV 1080p

AXIS M3006-V delivers superb 3-megapixel video with a wide-angle view, and supports full frame rate HDTV 1080p. The factory-focused, affordably priced indoor camera is designed for quick and flexible installation. With its 3-axis camera angle adjustment, it can be mounted on walls or ceilings. AXIS M3006-V offers a viewing angle of 134° and supports Axis' Corridor Format for vertically oriented video streams. Digital PTZ, together with multi-view streaming, enables different areas of a scene to be cropped from the full view and streamed simultaneously for viewing or recording. Support for AXIS Camera Application Platform enables the installation of intelligent video applications such as people counting.

- > **Compact, vandal- and dust-resistant design**
- > **HDTV 1080p/3 MP**
- > **Wide viewing angle of 134°**
- > **Digital PTZ and multi-view streaming**
- > **Edge storage**



AXIS M3006-V Network Camera

Camera	
Image sensor	1/3.6" (effective) progressive scan RGB CMOS
Lens	M12 mount, F2.8, Fixed iris, Megapixel resolution 1.6 mm Horizontal angle of view: 134° Vertical angle of view: 99°
Light sensitivity	0.6-200000 lux, F2.8
Shutter time	1/30500 s to 2 s
Camera angle adjustment	Pan ±180°, Tilt 45°, Rotation ±178°
Video	
Video compression	H.264 Main and Baseline Profile (MPEG-4 Part 10/AVC), Motion JPEG
Resolutions	2048x1536 (3 MP) to 160x90
Frame rate	2 MP (1600x1200) and HDTV 1080p (1920x1080) capture modes: 25/30 fps with power line frequency 50/60 Hz 3 MP capture mode: 16/20 fps with power line frequency 50/60 Hz
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG, Controllable frame rate and bandwidth, VBR/CBR H.264
Multi-view streaming	Up to 8 individually cropped out view areas. When streaming 4 view areas and 1 overview in VGA resolution, the frame rate is 16/20 fps per stream with power line frequency 50/60 Hz (3 MP capture mode)
Pan/Tilt/Zoom	Digital PTZ, Preset positions, Guard tour
Image settings	Compression, Color, Brightness, Sharpness, Contrast, White balance, Exposure control, Backlight compensation, Wide dynamic range – dynamic contrast, Text and image overlay, Mirroring of images, Privacy mask Exposure zones, Fine-tuning of low light behavior Rotation: 0°, 90°, 180°, 270°, including Corridor Format
Network	
Security	Password protection, IP address filtering, HTTPS ^a encryption, IEEE 802.1X ^a network access control, Digest authentication, User access log, Centralized Certificate Management
Supported protocols	IPv4/v6, HTTP, HTTPS ^a , SSL/TLS ^a , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP™, SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, SFTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS, SSH
System integration	
Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform; specifications at www.axis.com AXIS Video Hosting System (AVHS) with One-Click Connection ONVIF Profile S, specification at www.onvif.org
Analytics	Video motion detection, Active tampering alarm Support for AXIS Camera Application Platform enabling installation of AXIS Video Motion Detection 3, AXIS Cross Line Detection, AXIS Digital Autotracking and third-party applications, see www.axis.com/acap
Event triggers	Analytics, Edge storage events
Event actions	File upload: FTP, SFTP, HTTP, network share and email

Notification: email, HTTP and TCP
Video recording to edge storage
Pre- and post-alarm video buffering

Data streaming	Event data
Built-in installation aids	Pixel counter
General	
Casing	Color: White NCS S 1002-B (for repainting instructions of skin covers, contact your Axis partner), Encapsulated electronics, Captive screws (resistor 10) IP42 water- and dust-resistant, IK08 impact-resistant, aluminum and polycarbonate/ABS casing PVC free
Memory	512 MB RAM, 128 MB Flash
Power	Power over Ethernet IEEE 802.3af/802.3at Type 1 Class 2, max. 4.5 W
Connectors	Male RJ45 10BASE-T/100BASE-TX PoE on a 2 m (6.6 ft) network cable, warranty can be maintained even when cable is cut-for more information, contact your Axis partner
Storage	Support for microSD/microSDHC/microSDXC card Support for recording to dedicated network-attached storage (NAS) For SD card and NAS recommendations see www.axis.com
Operating conditions	0 °C to 45 °C (32 °F to 113 °F) Humidity 15-85% RH (non-condensing)
Approvals	EN 55022 Class B, EN 55024, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class B, ICES-003 Class B, VCCI Class B, C-tick AS/NZS CISPR 22 Class B, KCC KN22 Class B, KN24, IEC/EN/UL 60950-1 IEC/EN 60529 IP42, IEC/EN 62262 Class IK08
Dimensions	Ø 131 x 85 mm (Ø 4 x 3.4 in)
Weight	640 g (1.41 lb)
Included accessories	Installation Guide, Windows decoder 1-user license, Drill hole template, Torx L-key
Optional accessories	AXIS T94F01D Pendant Kit AXIS T94F01L Recessed Mount Kit AXIS T94F01M J-Box/Gang Box Plate AXIS T94F01P Conduit Back Box AXIS T94F01S Mount Bracket Accessory lenses, Skin covers (White/Black)
Video management software	AXIS Camera Companion, AXIS Camera Station and video management software from Axis' Application Development Partners (not included). For more information, see www.axis.com/products/video/software
Languages	German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese
Warranty	Axis 1-year warranty and AXIS Extended Warranty option, see www.axis.com/warranty

a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>), and cryptographic software written by Eric Young (ey@cryptsoft.com).

Environmental responsibility:

www.axis.com/environmental-responsibility

AXIS M3007-PV Network Camera

Fixed mini dome with 180°/360° panoramic view

The affordably priced, factory-focused AXIS M3007-PV is a 5-megapixel fixed indoor mini dome that provides detailed, high quality 360° or 180° panoramic views of areas as large as 650 m² (7,000 sq. ft.). The vandal- and dust-resistant camera can be used to detect activities, track the flow of people and improve area management. It offers different views: 360° overview and dewarped views such as panorama, double panorama and quad views. AXIS M3007-PV provides four individually cropped out and dewarped view areas where users can digitally pan, tilt and zoom in on areas of interest. Support for AXIS Camera Application Platform enables the installation of intelligent video applications such as people counting.

- > Compact, vandal- and dust-resistant design
- > HDTV 1080p/5 MP
- > 180°/360° panoramic view
- > Digital PTZ and multi-view streaming with dewarped views
- > Edge storage with support for microSDHC card



AXIS M3007-PV Network Camera

Camera	
Image sensor	1/3.2" progressive scan RGB CMOS
Lens	M12 mount, F2.8, Fixed iris, Megapixel resolution 1.3 mm Horizontal angle of view: 187° Vertical angle of view: 168°
Light sensitivity	0.6-200000 lux, F2.8
Shutter time	1/24000 s to 2 s
Camera angle adjustment	Rotation ±180°
Video	
Video compression	H.264 Main and Baseline Profile (MPEG-4 Part 10/AVC), Motion JPEG
Resolutions	Overview: 2592x1944 (5 MP) to 160x120 Panorama: 1920x720 to 320x120 Double Panorama: 1920x1440 to 160x120 Quad view: 1920x1440 to 160x120 View area 1-4: 1920x1440 to 160x90
Frame rate	12 fps in 360° overview and panoramic views
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG, Controllable frame rate and bandwidth, VBR/CBR H.264
Multi-view streaming	360° overview, Dwarped panorama, double panorama and quad views. Up to 4 individually cropped out and dwarped view areas. When streaming 4 dwarped view areas and one 360° overview in VGA resolution, the frame rate is 10 fps per stream
Pan/Tilt/Zoom	Digital PTZ of view areas, Preset positions, Guard tour. Digital PT of panorama, Double panorama and quad views
Image settings	Compression, Color, Brightness, Sharpness, Contrast, White balance, Exposure control, Backlight compensation, Wide dynamic range – dynamic contrast, Text and image overlay, Mirroring of images, Privacy mask Exposure zones, Fine-tuning of low light behavior Rotation: 0°, 180°
Network	
Security	Password protection, IP address filtering, HTTPS ^a encryption, IEEE 802.1X ^a network access control, Digest authentication, User access log, Centralized Certificate Management
Supported protocols	IPv4/v6, HTTP, HTTPS ^a , SSL/TLS ^a , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP TM , SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTP, SFTP, TCP, UDP, IGMP, RTPC, ICMP, DHCP, ARP, SOCKS, SSH
System integration	
Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform; specifications at www.axis.com AXIS Video Hosting System (AVHS) with One-Click Connection ONVIF Profile S, specification at www.onvif.org
Analytics	Video motion detection, Active tampering alarm Support for AXIS Camera Application Platform enabling installation of AXIS Video Motion Detection 3, AXIS Cross Line Detection, AXIS Digital Autotracking and third-party applications, see www.axis.com/acap
Event triggers	Analytics, Edge storage events
Event actions	File upload: FTP, SFTP, HTTP, network share and email

Notification: email, HTTP and TCP
Video recording to edge storage
Pre- and post-alarm video buffering

Data streaming	Event data
Built-in installation aids	Pixel counter
General	
Casing	Color: White NCS S 1002-B (for repainting instructions of skin covers, contact your Axis partner), Encapsulated electronics, Captive screws (resistorx 10) IP42 water- and dust-resistant, IK08 impact-resistant, aluminum and polycarbonate/ABS casing PVC free
Memory	512 MB RAM, 128 MB Flash
Power	Power over Ethernet IEEE 802.3af/802.3at Type 1 Class 2, max. 4.6 W
Connectors	Male RJ45 10BASE-T/100BASE-TX PoE on a 2 m (6.6 ft) network cable, warranty can be maintained even when cable is cut-for more information, contact your Axis partner
Storage	Support for microSD/microSDHC/microSDXC card Support for recording to dedicated network-attached storage (NAS) For SD card and NAS recommendations see www.axis.com
Operating conditions	0 °C to 45 °C (32 °F to 113 °F) Humidity 15-85% RH (non-condensing)
Approvals	EN 55022 Class B, EN 55024, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class B, ICES-003 Class B, VCCI Class B, C-tick AS/NZS CISPR 22 Class B, KCC KN22 Class B, KN24, IEC/EN/UL 60950-1 IEC/EN 60529 IP42, IEC/EN 62262 Class IK08
Dimensions	Ø 131 x 65 mm (Ø 4 x 2.6 in)
Weight	590 g (1.30 lb)
Included accessories	Installation Guide, Windows decoder 1-user license, Drill hole template, Torx L-key
Optional accessories	AXIS T94F01D Pendant Kit AXIS T94F01L Recessed Mount Kit AXIS T94F01M J-Box/Gang Box Plate AXIS T94F01P Conduit Back Box AXIS T94F01S Mount Bracket Accessory lenses, Skin covers (White/Black)
Video management software	AXIS Camera Companion, AXIS Camera Station and video management software from Axis' Application Development Partners (not included). For more information, see www.axis.com/products/video/software
Languages	German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese
Warranty	Axis 1-year warranty and AXIS Extended Warranty option, see www.axis.com/warranty

a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>), and cryptographic software written by Eric Young (ey@cryptsoft.com).

Environmental responsibility:
www.axis.com/environmental-responsibility



TRAFFIC IMPACT STATEMENT
 169 Meadow Street
 Amherst, Massachusetts
 April 4, 2016

April 4, 2016

Town of Amherst Zoning Board of Appeals
 Jeff Bagg, Senior Planner
 Town Hall
 4 Boltwood Avenue
 Amherst, MA 01002

**RE: 169 Meadow Street
 Traffic Impact Statement for Registered Marijuana Dispensary**

Dear Mr. Bagg and Board Members:

On behalf of GTI Massachusetts NP Corporation (the "Applicant"), Hayes Engineering, Inc. (HEI) has prepared a Traffic Impact Statement for the above referenced project. The Project, as proposed, will convert the existing commercial use (Kimball's Auction House) at the above referenced property to a registered marijuana dispensary (RMD) use.

Trip generation rates indicate a decrease of approximately eight (8) vehicle trip ends per day per 1,000 square feet (sf.) of gross floor area (GFA) as compared to the previous land use at the property. RMDs are not high impact traffic generators with anticipated vehicle trip ends of ± 36 per 1,000 square feet of gross floor area. The following table summarizes trip generation of the proposed Medical Office (RMD) use within the current Specialty Retail (Auction House) use in trip generation rates per 1,000 sf. of gross floor area as published in the 9th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual:

Land Use (ITE Code)	Average Daily Vehicle Trip Ends per 1,000 sf of GFA	Average Daily Vehicle Trip Ends for 6,500sf. GFA Facility
Medical Office (720)	36.13	235
Specialty Retail (826)	44.32	288

Based on the published trip generation rates a decrease of approximately 53 trip ends is anticipated at the 6,500 sf. facility due to the change in use.

Should you have any questions or concerns please do not hesitate to contact me using the information provided above.

Regards,

Anthony M. Capachietti,
 Project Manager

Enclosures



TRAFFIC IMPACT STATEMENT
169 Meadow Street
Amherst, Massachusetts
April 4, 2016

The methodology selected for analysis of traffic impacts for the proposed RMD project at 169 Meadow Street in Amherst, MA is based on the approach outlined by the Massachusetts Department of Transportation (MassDOT) Highway Division in Section 2. IV. of the MassDOT Transportation Impact Assessment (TIA) Guidelines.

Existing Traffic Conditions:

Existing traffic conditions including average daily traffic and design hour volumes on adjacent streets are provided on the accompanying plan identified as Figure 1. Note that Design Hour Volume is equal to the D-factor times the average annual daily traffic (AADT) for the roadway.

Trip Generation:

Average Daily Vehicle Trips calculated below using information published by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition.

Existing Facility:

The existing facility at 169 Meadow Street is currently occupied by Kimball's Auction House; this use is best represented by ITE Land Use Code 826, Specialty Retail.

The selected independent variable used in analysis for the use is "1,000 Square Feet Gross Floor Area."

The number of Average Vehicle Trip Ends (Weekday) presented by the ITE for Land Use Code 826 can be calculated as presented below:

$$T = 44.32(X)$$

Where T represents the number of Average Vehicle Trip Ends and X represents 1,000 sf of GFA. The number of vehicle trip ends for the 6,500± sf. facility is:

$$T = 44.32(X) = \mathbf{288 \text{ AVTE}}$$

The facility, as currently occupied is anticipated to generate 288 trip ends daily.

Proposed Facility:

The proposed facility is best represented by ITE Land Use Code 720, Medical Office.

The selected independent variable used in analysis is "1,000 Square Feet Gross Floor Area."

The relationship between weekday AVTE and GFA for medical office use is identified by ITE as follows:

$$T = 36.13(X)$$



TRAFFIC IMPACT STATEMENT
169 Meadow Street
Amherst, Massachusetts
April 4, 2016

Where T represents the number of Average Vehicle Trip Ends and X represents 1,000 sf of GFA. The number of vehicle trip ends for the 6,500± sf. facility is:

$$T = 36.13(X) = 235 \text{ AVTE}$$

The total AVTE generated for the proposed RMD facility is 235, a decrease of 53 trip ends (26 trips) from the existing facility as currently occupied.

The Following Peak Hour Trip Ends for the proposed RMD (Land Use 720) can be calculated as follows:

AM Peak Hour Adjacent Street Traffic = $2.39 \text{ TE}/(1,000\text{sf}) \times 6.5\text{k sf.} = 16 \text{ Trip Ends} = 8 \text{ Trips}$
PM Peak Hour Adjacent Street Traffic = $3.57 \text{ TE}/(1,000\text{sf}) \times 6.5\text{k sf.} = 23 \text{ Trip Ends} = 12 \text{ Trips}$

AM Peak Hour Generator = $3.5 \text{ TE}/(1,000\text{sf}) \times 6.5\text{k sf.} = 23 \text{ Trip Ends} = 12 \text{ Trips}$
PM Peak Hour Generator = $4.27\text{TE}/(1,000\text{sf}) \times 6.5\text{k sf.} = 28 \text{ Trip Ends} = 14 \text{ Trips}$

Level of Service on Adjacent Intersections:

The project site is located between the intersections of Meadow Street and Russelville Road to the west and Meadow Street and Route 116 to the east. The proposed facility represents a decrease in projected trip ends for both average daily and peak hour trips as compared to the existing use. As such, no decrease in level of service is anticipated for either adjacent intersection as a result of this project.

Street Capacity – Meadow Street:

The proposed facility represents a decrease in projected trip ends for both average daily and peak hour trips as compared to the existing use. As such, no decrease in capacity for Meadow Street is anticipated as a result of this project.

Proposed Pedestrian Flow On-Site:

There are no sidewalks along Meadow Street in the vicinity of the project. Pedestrian traffic will be limited to the parking lot(s) to the north and east of the facility. Walkways along the building and compliant access routes are provided to the customer entrance from the parking areas.

Sight Distances:

The existing driveway entrance/exits to the facility shall remain in their existing location(s). The required stopping sight distance (SSD) for the posted 35 miles per hour (mph) speed limit is 250 feet.

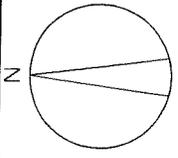
The easterly driveway has clear sight line of 275 feet from a point 10.5 feet back from the edge of pavement to the center line of the travelled way to the east and 715 feet to the westerly approach.



TRAFFIC IMPACT STATEMENT
169 Meadow Street
Amherst, Massachusetts
April 4, 2016

The westerly driveway has clear sight line of 380 feet from a point 10.5 feet back from the edge of pavement to the center line of the travelled way to the east and 350 feet to the westerly approach.

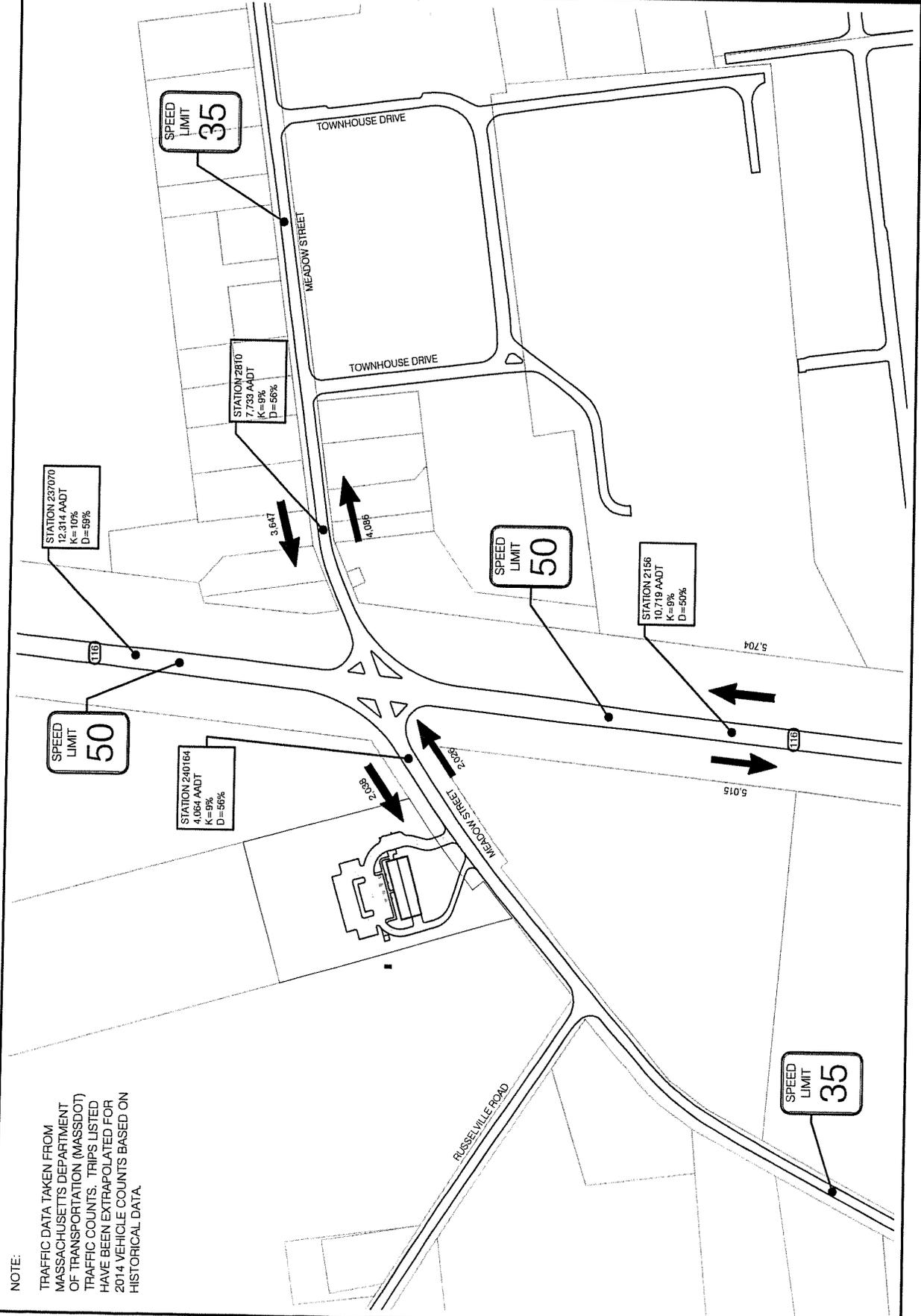
Adequate sight distance is provided for both site driveways on Meadow Street.



SCALE: 1" = 200'
 DATE: APRIL 2, 2016
 169 MEADOW STREET - AMHERST, MA
 SHOWING TRAFFIC DATA
 SCHEMATIC SITE PLAN

Hayes Engineering, Inc.
 603 Salem Street
 Wakefield, MA 01880
 Ph: 781.246.2800
 Fax: 781.246.7596
 www.hayeseng.com

FIG. 1



NOTE:
 TRAFFIC DATA TAKEN FROM MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (MASSDOT) TRAFFIC COUNTS. TRIPS LISTED HAVE BEEN EXTRAPOLATED FOR 2014 VEHICLE COUNTS BASED ON HISTORICAL DATA.

See Attached
Stormwater Management Report

GTI Massachusetts NP Corporation
Off Site Medical Marijuana Dispensary
169 Meadow Street • Amherst, MA

PROPOSED FINDINGS

10.38 Specific Findings Required

The Special Permit Granting Authority may grant a Special Permit authorized by this Bylaw if said Authority finds, when applicable, that:

10.380 The proposal is suitably located in the neighborhood in which it is proposed and/or the total Town, as deemed appropriate by the Special Permit Granting Authority.

Sited on a 3.3 acre parcel of land in the northwesterly portion of Amherst in close proximity to a traffic-controlled intersection of Route 116, a state highway, and surrounded by approximately 80 acres of agriculturally preserved land, the proposal is located in the Light Industrial zoning district. Off-Site Medical Marijuana Dispensaries (OMMDs) are specifically allowed in that district by a Special Permit from the Zoning Board of Appeals.

Situated between Swamp Brook and the Mill River—both perennial streams—and bordered to the east and to the south by Flood-Prone Conservancy zoning district land—which severely limits allowed uses—and to the north and west by land under Agricultural Preservation Restrictions, the surrounding land provides a natural buffer from development. There are no buildings within 300' of the Site's property boundaries, and therefore, the Site's structure is not within 300' of any other structure. It is also the sole OMMD proposed for north Amherst, which will help ensure that such facilities do not become concentrated in any one area of the Town.

10.381 The proposal is compatible with existing Uses and other Uses permitted by right in the same District.

The majority of land within five-hundred (500') feet of the Site is vacant. There are approximately eight (8) single-family residential dwellings and one (1) two-family residential dwelling located to the west of the Site, along Russellville Road and Meadow Street, within one-thousand (1000') feet of the Site. Across Route 116, and within one-thousand (1000') feet of the Site, there is a relatively high density of non-owner occupied residential dwelling units. Besides such residential uses, the Site is surrounded by active agricultural, or vacant, land.

Land zoned Light Industrial exists to the southeast and southwest of the site, across Meadow Street, which allows for compatible uses as permitted within the same district.

10.382 The proposal would not constitute a nuisance due to air and water pollution, flood, noise, odor, dust, vibration, lights, or visually offensive structures or site features.

The proposal has considered and implemented an overall site design and operational plan such that its operation would not constitute a nuisance. Updates to the building exterior, including entrance and exit canopies, along with the replacement of dust-causing parking areas and driveways with a more defined and paved parking area, driveways, and drive-aisles, serves to improve exterior aesthetics and functionality, promoting safe and efficient vehicular and pedestrian site circulation. Additionally, the proposed landscape will be visually pleasing, and will perform valuable environmental and screening functions.

The Stormwater Maintenance Report identifies measures to be implemented to improve existing conditions by reducing the existing impervious coverage by nearly one-half (1/2), providing additional floodplain storage compared to existing conditions by removing material from the site, utilizing an existing, closed drainage system along with rain gardens, bio-swales, and appropriate grading, all to decrease flows and improve water quality and recharge. Erosion and sedimentation control measures will be implemented during construction, and an Operation and Maintenance Plan, with an inspection log, will be followed during the facility's use.

Lighting shall be downcast and appropriately located to balance site security to ensure patient safety and to allow clear and identifiable video-capture of necessary objects, persons, and information while preventing unnecessary light trespass onto any street or abutting property and to eliminate direct or reflected glare perceptible to person on any street or abutting property. The light specifications identify features which are utilized in similar uses, as well as banks, apartment buildings, senior housing, and other commercial establishments due to their efficiency and durability; these lights also include motion sensing technology. The Photometric Plan identifies the lighting, its location and focused intensity.

The packaging and interior storage of the medical marijuana, marijuana infused products, and the waste associated therewith, along with the prohibition against on-site consumption, provides appropriate safeguards against odor and pollution.

No unreasonable noise or vibration is anticipated given the proposed use.

10.383 The proposal would not be a substantial inconvenience or hazard to abutters, vehicles or pedestrians.

The Site is located more than three-hundred (300') feet to the west of the intersection of Meadow Street and Route 116. Given that nearly two and one-half (2.5) times the volume of traffic travels on Route 116 as compared with Meadow Street (to the west of Route 116), it is reasonable to anticipate that most patients will travel to the site via Route 116. As a result, traffic impact on abutters will be minimal. Additionally, the Zoning Bylaw, in Section 3.360.41(3)(a)(3), prescribes that an Off-Site Medical Marijuana Dispensary cannot be operational between the hours of 8 p.m. and 8 a.m., and Section 7.105 requires Site lighting be extinguished outside of normal hours of use, resulting in a elimination of on-site lighting—save for the motion sensing technology—no later than 8 p.m.

With an attention on security in the form of interior and exterior surveillance cameras operational twenty-four (24) hours per day and seven (7) days per week, multiple-layered and redundant alarm systems, and cooperation with the Amherst Police Department, both the Site and the surrounding area will receive extra attention, thereby eliminating perceived or actual hazards to the abutters.

A full-access easterly curb cut, with appropriate identification and directional signage, along with well-designed internal site circulation will prevent vehicular and pedestrian hazards.

10.384 Adequate and appropriate facilities would be provided for the proper operation of the proposed use.

The proposal provides internal and external site design and infrastructure: Limited Access Areas accessible only by authorized registered agents; secure entrances; sufficient parking, lighting, and surveillance; and, a secured delivery garage, along with a screened trash enclosure for non-marijuana related waste, allow proper operation of the proposed use.

10.385 The proposal reasonably protects the adjoining premises against detrimental or offensive uses on the site, including air and water pollution, flood, noise, odor, dust, vibration, lights or visually offensive structures or site features.

See 10.382.

10.386 The proposal ensures that it is in conformance with the Parking and Sign regulations (Articles 7 and 8, respectively) of this Bylaw.

Thirty-seven (37) off-street, on-site parking spaces, including four (4) ADA accessible spaces, are provided at the Site, which will be sufficient to accommodate the vehicles of the registered agents, patients, caregivers, visitors, and security at the Site, in accordance with Section 7.005 of the Zoning Bylaw. Paving of the driveways, drive-aisles, and parking will be constructed in compliance with Section 7.101 and 7.102. Parking spaces will be located more than eight (8) feet from the building, shall be marked and delineated in accordance with Section 7.103, and shall

be compliant with dimensional standards ensuring appropriate site circulation and emergency vehicle access.

Driveways are more than five (5) feet from the building, and the easterly access aisle will be twenty-four (24') feet in width and full access; the westerly driveway shall be exit-only, measuring twelve (12') feet in width. Utilizing existing curb cuts, the driveways are located and designed to minimize conflict with traffic, and to provide clear visibility and sight distances for the observation of approaching pedestrian and vehicular traffic; backing on to Meadow Street is prevented given the full-access nature of the easterly driveway and the appropriately designed parking area. The easterly driveway is over three-hundred (300') from the nearest intersection; and, the westerly driveway is over three hundred seventy five (375') from Russellville Road.

Downcast lighting adequate for the parking area, directed to eliminate light trespass while properly illuminating vehicular and pedestrian paths and to allow video-capture of information by surveillance cameras, will be provided. The lighting will be motion-sensored after close of business for safety and security.

More than thirty percent (30%) of the Site is landscaped, greatly exceeding the required minimum of ten percent (10%) of the total parking area to be landscaped open space, per Section 7.110. The landscaped islands located in the parking area to define parking aisles, promote appropriate circulation, and separate rows, measures approximately eighty-six (86') feet east to west, and approximately nine (9') feet north to south along parking spaces, and twenty-seven (27') feet north to south on the ends of the parking lane. This area totals approximately 1,162 square feet of vegetated area, including a mown lawn strip along the more intensive rain garden planting area, which provides treatment of stormwater runoff. The parking area is also effectively screened from the roadway by evergreen and deciduous trees, along with shrubs and existing vegetation.

10.387 The proposal provides convenient and safe vehicular and pedestrian movement within the site, and in relation to adjacent streets, property or improvements. If the Special Permit Granting Authority deems the proposal likely to have a significantly adverse impact on traffic patterns, it shall be permitted to require a traffic impact report, and the proposal shall comply with Section 11.2437 of this Bylaw.

Properly identified entrances and exits, defined and illuminated driveways, drive aisles, parking spaces, and pedestrian walkways, parking spaces for patient drop-off, ADA accessible spaces, appropriately located landscaping islands to aid in site circulation, and sufficient aisle width and curb radii for emergency vehicles are provided at the Site. The Traffic Statement, prepared by Hayes Engineering, evidences a reduction of daily trips from the previous use to the proposed use. Additionally, given the Site's distance from the nearest street intersection, there is sufficient distance between the exit driveways and nearest intersection to allow adequate egress so as to avoid queueing and disruption to internal site circulation.

10.388 The proposal ensures adequate space for the off-street loading and unloading of vehicles, goods, products, materials and equipment incidental to the normal operation of the establishment or use.

Deliveries of medical marijuana, marijuana infused products, and ancillary material, as well as the pick-up of unused, discarded, and returned marijuana, marijuana infused products, educational and other ancillary material waste, will occur in the secured garage accessed through the sally port, as provided in the On-Site Operations Plan and the Security and Operational Plan. Non-marijuana related deliveries will occur at the registered agent's entrance door, received by a registered agent.

10.389 The proposal provides adequate methods of disposal and/or storage for sewage, refuse, recyclables, and other wastes resulting from the uses permitted or permissible on the site, and methods of drainage for surface water.

Separate receptacles and locations will exist for marijuana related and non-marijuana related waste. Marijuana related waste will be stored within the interior of the building, in an area only accessible to the registered agents; such waste will be disposed of in accordance with the Massachusetts Department of Public Health regulations (specifically, 105 CMR 725.105(J)). Non-marijuana related waste will be stored in the screened trash enclosure, and picked up on a weekly basis as per the Management Plan. Registered agents will be trained in the proper separation of waste for appropriate disposal.

The building is connected to Town water and sewer. Site grading, utilization of a closed drainage system, catch basins, rain gardens, and bio-swales will ensure appropriate methods of drainage for surface water.

10.390 The proposal ensures protection from flood hazards as stated in Section 3.228, considering such factors as: elevation of buildings; drainage; adequacy of sewage disposal; erosion and sedimentation control; equipment location; refuse disposal; storage of buoyant materials; extent of paving; effect of fill, roadways or other encroachments on flood runoff and flow; storage of chemicals and other hazardous substances.

The Site's proposed grading will result in a net cut, which will provide additional floodplain storage compared with existing conditions, and the grading will not decrease available flood storage for each elevation up to and including the regulatory floodplain stage, as supported by the Earthwork volumes provided in the Stormwater Management Report. Additionally, the location and elevation of the building will remain as existing.

The drainage system will help to drain floodwaters from the Site following a high stage event. The addition of asphalt paving to the parking area and vegetation in the gravel parking areas (which are being reclaimed) will help to stabilize the property during inundation.

10.391 The proposal protects, to the extent feasible, unique or important natural, historic or scenic features.

The proposal maintains the agrarian characteristics of the site by redeveloping the existing building, keeping its present footprint, and by reducing the impervious site coverage while increasing greenspace through the planting and maintenance of native meadow.

10.392 The proposal provides adequate landscaping, including the screening of adjacent residential uses, provision of street trees, landscape islands in the parking lot and a landscape buffer along the street frontage. When a non-residential use adjoins a residential district, an uninterrupted vegetated buffer shall, to the extent feasible, be established and maintained between buildings associated with uses under this section and the nearest residential property boundaries. Where natural, undisturbed vegetation already exists on-site prior to site preparation and clearing, the majority of that vegetation may be retained and included as part of the buffer, along with the addition of such new plantings, selective removals, and other management of site plantings as are determined to be necessary to maintaining an effective year-round visual screen. See Section 11.3.

The proposal includes native deciduous trees (Red and Sugar Maples, Sweet and River Birches, Flowering Dogwoods, Aspens and Oaks), and evergreen trees (Balsam Fir, White Pine, Canadian Hemlock, White Spruce, and Arborvitae) which will beautify and appropriately screen the Site, while not compromising security. Native shrubs, ferns, and herbaceous plants within the Site, its rain gardens and bio-swales will add aesthetic value while performing vital environmental and ecological functions. A landscaped island is proposed for the paved parking area, which will contain a rain garden. No street trees exist at the Site.

While the Site is, technically, bordered immediately on the west by a residential district, that Residential – Low Density parcel is encumbered by an Agricultural Preservation Restriction which requires a finding of extraordinary circumstances by the Commissioner of the Department of Agricultural Resources, along with a vote of two-thirds (2/3) of the Massachusetts Legislature, with consent of the Co-Holder, to have such a restriction released. Regardless, there is—and will continue to be—an uninterrupted vegetated buffer, in its natural state, between the building on Site and the abutting properties.

- 10.393** The proposal provides protection of adjacent properties by minimizing the intrusion of lighting, including parking lot and exterior lighting, through use of cut-off luminaires, light shields, lowered height of light poles, screening, or similar solutions. Except for architectural and interior-lit signs, all exterior site lighting shall be downcast and shall be directed or shielded to eliminate light trespass onto any street or abutting property and to eliminate direct or reflected glare perceptible to persons on any street or abutting property and sufficient to reduce a viewer's ability to see. All site lighting, including architectural, sign, and parking lot lighting, shall be kept extinguished outside of those business hours established under an approved site management plan, except for lighting determined to be necessary for site security and the safety of employees and visitors.

Site lighting has been designed to prevent unnecessary light trespass. Lighting shall be downcast and appropriately located to balance site security to ensure patient safety and to allow clear and identifiable video-capture of necessary objects, persons, and information while preventing unnecessary light trespass onto any street or abutting property and to eliminate direct or reflected glare perceptible to person on any street or abutting property. The light specifications identify features which are utilized in similar uses, as well as banks, apartment buildings, senior housing, and other commercial establishments due to their efficiency and durability; these lights also include motion sensing technology. The Photometric Plan identifies the lighting, its location and focused intensity.

- 10.394** The proposal avoids, to the extent feasible, impact on steep slopes, floodplains, scenic views, grade changes, and wetlands.

The project does not propose direct impacts to the wetlands or floodplains. A Notice of Intent has been filed with the Amherst Conservation Commission, and an Order of Conditions has issued with conditions sufficient to prevent detrimental or unnecessary impacts to the surrounding areas.

- 10.395** The proposal does not create disharmony with respect to the terrain and to the use, scale and architecture of existing buildings in the vicinity which have functional or visual relationship thereto. Within the B-L, B-VC, B-N, COM, OP, LI and PRP Districts, and any residential zoning district where the project in question occurs within the boundaries of a National Historic Register District, the Special Permit Granting Authority shall, if it deems the proposal likely to have a significant impact on its surroundings, be permitted to use the design principles and standards set forth in Sections 3.2040 and 3.2041, 1) through 9) to evaluate the design of the proposed architecture and landscape alterations. Within the B-G and abutting B-L districts, and for any Town project within any district, the provisions of Section 3.20, Design Review, shall remain in effect.

The existing building is retaining its existing footprint and having its exterior modestly updated to appear more in concert with the surrounding area. Notably, the nearest structure is over five hundred fifty (550') feet away. To the west are single story, elongated structures used for farming, storage, and residential purposes. Overgrown, natural vegetation exists across Meadow Street, as well as to the east and west of the Site. The alteration of some existing coverage to meadow, along with the addition of native landscaping, will make the Site harmonious with the surrounding terrain, scale, architecture and environment. The architectural and landscape changes will not have any negative impact on its surroundings.

10.396 The proposal provides screening for storage areas, loading docks, dumpsters, rooftop equipment, utility buildings and similar features.

No exterior storage areas or loading docks are proposed; product deliveries will occur in a secured garage through a sally port, and there will only be interior storage. A dumpster pad, screened by a six (6') foot tall cedar tongue-in-groove fence with arborvitae on its southerly side, will be used for non-marijuana related waste.

10.397 The proposal provides adequate recreational facilities, open space and amenities for the proposed use.

Not applicable.

10.398 The proposal is in harmony with the general purpose and intent of this Bylaw, and the goals of the Master Plan.

The proposal is in harmony with the general purpose and intent of the Zoning Bylaw as it provides an essential service to the community, and the site design, external and interior layout, and on-site security, management, and operations protects the public health, safety, and welfare of the inhabitants of the Town of Amherst.

The proposal is in harmony with the goals of the Master Plan in a number of ways: by providing community services to meet the changing needs of an increasingly diverse community by creating a local option for those medical patient's in need of better access to medicinal marijuana (§2.C, §2.D); by promoting the economic goals of the Master Plan of diversifying and expanding the economic base (§2.C; §2.D; §5.C); by creating a new stream of tax revenue, through a local business not connected to the educational institutions which are creating an imbalance in the economic make-up of the Town (§5A-D); by alleviating the burden placed on residents, via residential taxes, which are continuously growing, due to the limited number of small businesses and large number of tax exempt businesses (§5.C); by encouraging development in an area highlighted in the Land Use Policy Map of the Master Plan, as being in an "Existing/Potential Non-Residential Development Area" within ¾ of a mile from a village center, a perfect example of an ideal developable area which also allows for the continued preservation of conservation/protected land (§2.C; §3.D.LU.1.D; §3.D.LU.3.C; §3.D.LU.5.A; §3.D.LU.5.C).

Additional Findings for Medical Marijuana (3.360.41(4):

(a) Meets a demonstrated need;

As of March 31, 2016, in the Commonwealth of Massachusetts there were:

- (i) 27,963 Active Physician Certifications;
- (ii) 22,567 Active Patients;
- (iii) 1,392 Active Caregivers; and,
- (iv) 142 Certifying Physicians.

And, as of March 31, 2016, only six (6) Registered Marijuana Dispensaries open for sales (or, if all Active Physician Certifications become “active” patients or caregivers, each RMD, spread equally, would need to service 4,661 patients.)

Additionally, the Town of Amherst, in Fall Special Town Meeting of 2013, by a declared two-thirds (2/3) vote of Town Meeting, voted to allow Off-Site Medical Marijuana Dispensaries in the Light-Industrial zoning district, such as 169 Meadow Street.

(b) Meets all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will as proposed be in compliance with all applicable state laws and regulations;

Prior to operation, the Site will have received all necessary Provisional and Final Certificates of Registration from the Commonwealth of Massachusetts.

(c) Is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest;

Site screening and downcast lighting, as well as a substantial financial site upgrade, along with appropriate maintenance and management, will minimize any adverse visual or economic impacts on abutters.

What’s more, the Applicant is proposing a generous Host Community Agreement with the Town of Amherst.

(d) Provide a secure indoor waiting area for patients;

A secure indoor waiting area is provided for patients, along with a security vestibule, consultation rooms, a retail area, and a separate exit.

(e) Provide an adequate pick up/drop off area;

An adequate pick up / drop off area is identified by signage near the patient entrance. Additional parking is available for vehicles waiting after a patient is dropped off.

- (f) **Provide adequate security measure 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 of marijuana is adequately secured in enclosed, locked facilities;**

As part of its security plan, the Applicant will ensure that only qualified patients, caregivers, agents, and authorized persons, vendors, contractors or visitors will have access to the OMMD. Individuals not engaged in authorized activity will not be permitted on the premises. All agents will be required to undergo criminal history background checks as a condition of their employment and as required by the State.

The Applicant will work closely with the Amherst Police Department, and will train security agents to safeguard the premises. At least one security agent will be on-site during all hours of operation.

The outside perimeter of the OMMD will be sufficiently lit to allow for surveillance, and foliage will be removed if and as necessary so as not to allow persons to conceal themselves from sight. Perimeter alarms will be placed on all entry points and perimeter windows; the retail space will have duress, panic, and holdup alarms that are connected to local law enforcement systems. The OMMD will have a redundancy alarm system that will ensure an active alarm in the event the primary alarm is compromised and a failure notification system will notify a designated agent and local law enforcement in the event of a surveillance system failure within five minutes.

Video cameras will be used in the entire facility, including all areas that contain marijuana, all entrances and exits, and in the parking lot. Surveillance cameras will be angled to clearly capture all persons entering and exiting the OMMD entrances, along with the ability to capture vehicles entering and exiting the site; additionally, they will be equipped with backup power sources to ensure that they remain operational during a power outage. Surveillance cameras will be operation twenty-four (24) hours per day, seven (7) days per week.

- (g) **Adequately addresses issues of vehicular and pedestrian traffic, circulation, parking and queuing, especially during peak periods at the facility, and adequately mitigates the impacts of vehicular and pedestrian traffic on neighboring uses.**

Sufficient Site circulation, resulting from the Site design, width of driveways, parking area configuration, hours of operation and number of parking spaces will mitigate the impacts of vehicular and pedestrian traffic on neighboring uses. Additionally, it is anticipated that most patient and caregiver traffic will be generated from Route 116, which will not detrimentally affect the local roads. A Host Community Agreement may allocate funds to address any negative impacts as a result of the Site's operation.