The Commonwealth of Massachusetts

Executive Office of Health and Human Services
Department of Public Health
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor, Boston, MA 02111

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

INSTRUCTIONS

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

If invited by the Department to submit more than one Siting Profile, you must submit a separate Siting Profile and attachments for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labelled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).
Mail or hand-deliver the *Siting Profile*, with all required attachments, to:

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

**REVIEW**

Applications are reviewed in the order they are received. After a completed application packet is received by the Department, the Department will review the information and will contact the applicant if clarifications/updates to the submitted application materials are needed. The Department will notify the applicant whether they have met the standards necessary to receive a Provisional Certificate of Registration.

**PROVISIONAL CERTIFICATE OF REGISTRATION**

Applicants must receive a Provisional Certificate of Registration from the Department within 1 year of the date of the invitation letter from the Department to submit a *Siting Profile*. If the applicant does not meet this deadline, the application will be considered to have expired. Should the applicant wish to proceed with obtaining a Certificate of Registration, a new application must be submitted, beginning with an *Applicant of Intent*, together with the associated fee.

**REGULATIONS**

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100. It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

**PUBLIC RECORDS**

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements at M.G.L. c. 4, § 7(26).

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: **DK**
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: DK
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 1. | Massachusetts Patient Foundation, Inc.  
**Legal name of Corporation** |
| 2. | Rachmil Lekach  
**Name of Corporation’s Chief Executive Officer** |
| 3. | 36 Glen Avenue, Newton, MA 02459  
**Address of Corporation (Street, City/Town, Zip Code)** |
| 4. | Daniel Ross Karten  
**Applicant point of contact (name of person Department of Public Health should contact regarding this application)** |
| 5. | (854) 347-5611  
**Applicant point of contact’s telephone number** |
| 6. | daniel@masspatient.com  
**Applicant point of contact’s e-mail address** |
| 7. | Number of applications: How many *Siting Profiles* do you intend to submit? **3** |
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.

<table>
<thead>
<tr>
<th>Location</th>
<th>Full Address</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dispensing</td>
<td>73 Sargeant Street, Holyoke, MA 01040</td>
<td>Hampden</td>
</tr>
<tr>
<td>Cultivation</td>
<td>99 Development Road, Fitchburg, MA 01420</td>
<td>Worcester</td>
</tr>
<tr>
<td>Processing</td>
<td>99 Development Road, Fitchburg, MA 01420</td>
<td>Worcester</td>
</tr>
</tbody>
</table>

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

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SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant must submit a letter of support or non-opposition from both municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality’s official letterhead. The letter must be dated on or after the date that the applicant’s Application of Intent was received by the Department.

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town]. I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

________________________________________
Name and Title of Individual

________________________________________
Signature

________________________________________
Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date]. The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

________________________________________
Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

________________________________________
Signature (add more lines for signatures if needed)

________________________________________
Date

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SECTION D: LOCAL COMPLIANCE

Describe how the Corporation has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

MPF's proposed dispensary is located at 73 Sargeant Street, Holyoke, in the General Industry (IG) District. Pursuant to Holyoke's Bylaws, a RMD may operate by Special Permit from the City Council in the IG District. The proposed dispensary complies with all of Holyoke's codes, ordinances, and Bylaws. MPF will remain compliant with all provisions of Section 7.10 of Holyoke's Bylaws and will abide by all conditions and regulations required by Holyoke.

MPF's cultivation and processing facility is located at 99 Development Road, Fitchburg in the Industrial Zoning District. Under Fitchburg's Zoning Bylaws, a medical marijuana cultivation facility is allowed by Special Permit from the Planning Board in the Industrial and Limited Industrial Zoning Districts. MPF has received Special Permit approval and will remain compliant with Section 181.64 of the Fitchburg Zoning Bylaws.

MPF is diligent about staying current on all applicable local codes, ordinances and Bylaws and will remain in contact with local officials to ensure continued compliance with local codes and ordinances.

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SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

Projected Start Date for the First Full Fiscal Year: 01/01/2016

<table>
<thead>
<tr>
<th></th>
<th>FIRST FULL FISCAL YEAR PROJECTIONS</th>
<th>SECOND FULL FISCAL YEAR PROJECTIONS</th>
<th>THIRD FULL FISCAL YEAR PROJECTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2016</td>
<td>2017</td>
<td>2018</td>
</tr>
<tr>
<td>Projected Revenue</td>
<td>$0.00</td>
<td>$4,128,556.25</td>
<td>$6,238,582.35</td>
</tr>
<tr>
<td>Projected Expenses</td>
<td>$1,817,513.22</td>
<td>$3,874,472.68</td>
<td>$5,322,871.82</td>
</tr>
<tr>
<td>VARIANCE:</td>
<td>$-1,817,513.22</td>
<td>$254,083.57</td>
<td>$915,710.53</td>
</tr>
<tr>
<td>Number of unique patients for the year</td>
<td>0</td>
<td>1,316</td>
<td>1,988</td>
</tr>
<tr>
<td>Number of patient visits for the year</td>
<td>0</td>
<td>25,925</td>
<td>41,549</td>
</tr>
<tr>
<td>Projected % of patient growth rate annually</td>
<td>---</td>
<td>100</td>
<td>34%</td>
</tr>
<tr>
<td>Estimated purchased ounces per visit</td>
<td>0</td>
<td>.455</td>
<td>.455</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>0</td>
<td>$350</td>
<td>$330</td>
</tr>
<tr>
<td>Total FTEs in staffing</td>
<td>9</td>
<td>15</td>
<td>20</td>
</tr>
<tr>
<td>Total marijuana for medical use inventory for the year (in lbs.)</td>
<td>0</td>
<td>751</td>
<td>1,254</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs)</td>
<td>0</td>
<td>737</td>
<td>1,182</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>0</td>
<td>14</td>
<td>72</td>
</tr>
</tbody>
</table>

Projected date the RMD plans to open: 07/01/2016

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

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

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.

- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
  - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
  - purchase accessible equipment or modify equipment;
  - modify policies and practices; and
  - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.

- I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.

- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, including 105 CMR 725.000, et seq.

- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Plan of Correction shall be deemed a breach of a material condition of any Certificate of Registration issued to the Applicant for operation of a Registered Marijuana Dispensary. Such a breach shall be grounds for suspension or revocation, in whole or in part, of a Certificate of Registration issued by the Department.

- I agree that, if selected, I will submit a detailed floor plan of the premises of the proposed dispensary in compliance with 105 CMR 725.100(m) in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

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

Signature of Authorized Signatory
Daniel Karten

Print Name of Authorized Signatory
Chief Operating Officer

Title of Authorized Signatory

Date Signed
11/21/16

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
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 ____________________________
Daniel Karten

Print Name of Authorized Signatory ____________________________
Chief Operating 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 ____________________________
Daniel Karten

Print Name of Authorized Signatory ____________________________
Chief Operating Officer

Title of Authorized Signatory ____________________________

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I, the authorized signatory for the applicant non-profit corporation, hereby attest that if the corporation is approved for a provisional certificate of registration, the corporation is prepared to pay a non-refundable registration fee of $50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.

[Signature]
Signature of Authorized Signatory

[11/21/16]
Date Signed

Daniel Karten
Print Name of Authorized Signatory

Chief Operating Officer
Title of Authorized Signatory

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**BINDING LETTER of INTENT to LEASE**  
Massachusetts Patient Foundation, Inc. and Race Street Properties LLC

This Binding Letter of Intent ("LOI") is for the lease of a portion of the building known as 73 Sargeant Street, Holyoke, MA 01040.

<table>
<thead>
<tr>
<th>LANDLORD:</th>
<th>Race Street Properties, LLC, 480 Race Street Holyoke, MA 01040</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENANT:</td>
<td>Massachusetts Patient Foundation, Inc. 36 Glen Avenue, Newton Center, MA 02459</td>
</tr>
</tbody>
</table>

**Assignment**

TENANT shall have the ability to assign this LOI and subsequent lease to a third party only with the written approval of LANDLORD, which approval shall not be unreasonable withheld.

**Premises:**

Shall be the basement of 73 Sargeant Street, and the office space on the 1st floor adjacent to the 73 Sargeant Street door consisting of about 5500 square feet. Both spaces shall be exclusive to the use of a registered marijuana dispensary. Additional space (1000 to 4000) is available to the rear of the office space, at the same level, with handicapped ramp access.

**Term:**

The term of the lease shall be for five years. It maybe renewed for two additional five year periods where rent rate will be increased by the percentage change in the real estate tax in Holyoke.

**Option:**

During the term of the lease, if all terms and conditions are met, the TENANT shall have the right of first refusal to purchase said premises and other buildings attached thereto commonly known as 460 Race Street, Holyoke, MA 01040.

**Monthly Rent:**

The annual rent of $8.50/sq.ft divided by 12 which will include normal heat, electric, water, sewer, trash, and internet. Rent shall be due on the 1st day of each month.

**Formal Lease**

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 Landlord and Tenant may agree upon. Lease to be effective before the end of the last option period contained in this agreement.

**Condition:**

Landlord shall provide clean and workable spaces, with ADA compliant bathrooms, lighting, and egress within 90 days of signing said lease.
**BINDING LETTER of INTENT to LEASE**  
Massachusetts Patient Foundation, Inc. and Race Street Properties LLC

| Due Diligence | Tenant within 45 days of signing this agreement shall inspect said premises to determine the scope of work needed to meet its operational needs. A written list shall be provided to the LANDLORD.  
Improvements that would be needed by any tenant shall be the responsibility of the LANDLORD who agrees to complete the work needed within 60 days or the TENANT may cancel the lease, or if all rents are paid, TENANT may conduct the work on its own with licensed contractors and deduct the cost from future rent payments. TENANT must give 15 days written notice of it's intent with the scope and costs. LANDLORD will have 15 days to resolve said problems before TENANT can proceed.  
Improvements needed that are unique to the TENANT's operation shall be at the expense of the TENANT. The space currently does not have air conditioning and any HVAC improvement beyond, heat, shall be deemed a TENANT expense. |
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Additional Space:</td>
<td>TENANT shall have the right of first refusal on additional space in the 460 Race Street complex at the same rate. If larger spaces must be subdivided the cost of subdivision shall be the responsibility of the TENANT.</td>
</tr>
<tr>
<td>BROKER:</td>
<td>The TENANT will pay any broker's fees.</td>
</tr>
<tr>
<td>AGREEMENT Terms</td>
<td>LANDLORD and TENANT hereby agree that this LOI shall be binding between the parties. It is understood that the TENANT needs final approval from the Massachusetts Department of Public Health and the City of Holyoke. Should the TENANT be unable to obtain necessary state and municipal approvals for an RMD no lease will be executed and all options in the LOI will terminate.</td>
</tr>
<tr>
<td>Option to Lease</td>
<td>LANDLORD grants to TENANT the right to execute said lease once the necessary approvals are received. The option period shall be for 30 days at an option cost of $2500. The option period will automatically renew if the LANDLORD receives the $2500 by the first of each successive month. Option costs are non-refundable.</td>
</tr>
<tr>
<td>Initial Deposit:</td>
<td>The deposit shall be $11,687 and if a lease is signed this amount shall transfer to the lease. If a lease is not signed it shall be returned to the TENANT within 90 days after the last option payment less any costs incurred by the LANDLORD, and authorized by the TENANT.</td>
</tr>
</tbody>
</table>
BINDING LETTER of INTENT to LEASE
Massachusetts Patient Foundation, Inc. and Race Street Properties LLC

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.

This document becomes effective once signed, the deposit and first monthly option fee received.

AGREED & ACCEPTED By:
Race Street Properties LLC

By: ____________________________
Name: David White, President
Date: 11/19/16

AGREED & ACCEPTED By:
Massachusetts Patient Foundation Inc.

By: ____________________________
Name: Daniel Karten
Date: 11/26/16
Massachusetts Patient Foundation, Inc.
36 Glen Ave
Newton, MA 02459

May 22, 2016

BINDING LETTER OF INTENT (LOI)

Massachusetts Patient Foundation, Inc. is pleased to present an outline of the binding terms and conditions for a lease, subject to a formal executed lease ("Lease"). The terms of the Lease are outlined in this LOI.

LESSOR: Chemdema RE, LLC

LESSEE: Massachusetts Patient Foundation, Inc.

PREMISES: The property at 99 Development Rd, Fitchburg, MA 01420, including approximately a 102,000 sq ft structure and excluding 4,000 feet from "Building 15."

PERMITTED USE: Lessee may use the Premises, in accordance with applicable laws and licenses, to operate a Registered Marijuana Dispensary ("RMD") cultivation or any other lawful use.

OPTION PERIOD: For a period of seven (7) months, June 1, 2016 through December 31, 2016, following full execution of this LOI (the "Option Period"), Lessee shall have the exclusive right and option to lease the Premises from the Lessor (the "Option"). Such Option shall be exercised, if at all, upon written notice to Lessor given prior to the expiration of the Option Period. Lessor may accept back up offers during the Option Period but may not accept back up offers from any RMD applicants, prospective or current RMDs or any marijuana related businesses.

OPTION PAYMENT:
TERMINATION:

Notwithstanding any provision contained herein to the contrary, Lessee shall have the right to terminate this LOI upon written notice given to Lessor at any time during the Option Period (herein "Termination Notice") that Lessee has elected to terminate this LOI. This Option will automatically terminate once and if Lessee is successfully Sited by the Department of Public Health to cultivate at the Premises ("Successful Termination"). Upon such Successful Termination, the Parties will enter into a formal lease.

LEASE TERM:

Five Years

RENT:

$10 per square foot per year with 2% annual increases or CPI, whichever is greater plus Triple Net Expenses (NNN).

ADDITIONAL TERMS:

Two additional 5 Year terms with the same 2% annual increases or CPI, whichever is greater.

PERMITTED USE CONTINGENCIES:

Notwithstanding any provision contained in this LOI to the contrary, Lessor and Lessee hereby agree in the event that at any time during the Term of the Lease: (A) despite due diligence and good faith efforts, Lessee shall at any time during the term of the Lease fail to obtain final registration from the Department of Public Health or (B) Lessee shall fail to obtain from the governing authorities any required zoning approval; use variance; use or special use permit to operate in the Premises for the Permitted Use or (C) Lessee shall receive documentation from governing authorities or legal opinion letter reasonably satisfactory to Lessee evidencing that the contingencies

Lessee will make no payment for the Option.
specified in (A) and (B) above shall not likely be satisfied by Lessee, then, Lessee shall have the right to provide written notice to Lessor of such failure or evidence and upon providing such written notice to Lessor (herein “Permitted Use Contingency”) then Lessee shall have the right to change the use of the Premises from the Permitted Use to any a use which is lawful for any retail purpose and shall further have the right to assign or sublet the Premises for such change of use or cancel the remaining Lease with no further obligations from the Lessee to the Lessor. This Permitted Use Contingency shall be provided and further specified in the Lease between the parties.

ASSIGNMENT AND SUBLETTING: Lessee 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 Lessee; (b) any entity succeeding to the business operated by the Lessee at the Premises; or (c) any subsidiary or affiliate of Lessee. Any other assignment or sublease will require the prior written consent of the Landlord, which shall not be unreasonably withheld, delayed, or conditioned.

UTILITIES: 100% Lessee

REAL ESTATE TAXES: 100% Lessee

MAINTENANCE: 100% Lessee
(Leasable space) Int. A/C, Plumbing 100% Lessee
(Roof, Exterior Structure) 100% Lessor

REPAIRS: 100% Lessee
(Leasable space) Int. A/C, Plumbing 100% Lessee
(Roof, Exterior Structure) 100% Lessor
| **INSURANCE:** (Lessor property & liability) | 100% Lessee |
| **ALL OTHER OPERATING EXPENSES:** | 100% Lessee |
| **PARKING:** | Lessee may use all available parking spaces at the Premises |
| **BUILD-OUT ALLOWANCE:** | Lessee's responsibility |
| **IMPROVEMENTS:** | All improvements therein to be approved by the Lessor and not to be unreasonably withheld or restricted. All workers to be licensed and insured. All work to be performed according to BOCA and permitted. Lessee shall abide by all local and state laws and ordinances. |
| **SIGNAGE:** | Lessee shall have control over and be able to place signage at the Premises in accordance with local regulations. |
| **PERMITS:** | Lessee's obligation |
| **SECURITY DEPOSIT:** | Three (3) month's rent |
| **LEASE START:** | Lessee's Lease will begin on January 1, 2017. The Lease can begin earlier than January 1, 2017 upon Lessee's execution of the Option. |
| **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.

The Parties shall be bound by the terms of this LOI and the formal Lease shall incorporate the terms within this binding LOI. Both parties hereby agree to enter into a 30-day binding arbitration process in the Commonwealth of Massachusetts, should there be disagreement on any specific terms of the lease.

Agreed to:

[Signature]
Chemoma BE, LLC
Being duly authorized
By its [Managing Director]

Agreed to:

[Signature]
Massachusetts Patient Foundation
Being duly authorized
By its [Managing Director]
November 7, 2016

To Whom It May Concern:

I, Mayor Alex B. Morse, do hereby provide support to Massachusetts Patient Foundation, Inc. to operate a second Registered Marijuana Dispensary ("RMD"), including cultivation, processing and dispensing, in the City of Holyoke.

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.

Mayor Alex B. Morse

Name and Title of Individual

Signature

Date
May 27, 2016

Massachusetts Patient Foundation, Inc.
Attn: Daniel Karten
36 Glen Avenue
Newton, MA 02459

Dear Mr. Karten,

I, Stephen L. DiNatale, Mayor of the City of Fitchburg, do hereby provide this letter of non-opposition to the Massachusetts Patient Foundation, Inc. to operate a Marijuana Cultivation/Processing center in the City of Fitchburg, MA.

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.

[Signature]

Stephen L. DiNatale
Mayor

Date: 5/27/16