



**CHARLES D. BAKER**  
Governor

**KARYN E. POLITO**  
Lieutenant Governor

# The Commonwealth of Massachusetts

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

**MARYLOU SUDDERS**  
Secretary

**MONICA BHAREL, MD, MPH**  
Commissioner

Tel: 617-660-5370

[www.mass.gov/medicalmarijuana](http://www.mass.gov/medicalmarijuana)

## SITING PROFILE:

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

### INSTRUCTIONS

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

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

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

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

Each submitted application must be a complete, collated response, printed single-sided on 8 1/2" x 11" paper, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

RECEIVED

DEC 04 2018

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

Mail or hand-deliver the *Siting Profile*, with all required attachments, to:

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

## REVIEW

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

## PROVISIONAL CERTIFICATE OF REGISTRATION

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

## REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100, as well as materials posted on the Medical Use of Marijuana Program website: [www.mass.gov/medicalmarijuana](http://www.mass.gov/medicalmarijuana).

It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

## 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](mailto:RMDapplication@state.ma.us).

## CHECKLIST

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

- ☒ A fully and properly completed *Siting Profile*, signed by an authorized signatory of the applicant
- ☒ Evidence of interest in property, by location (as outlined in Section B)
- ☒ Letter(s) of support or non-opposition (as outlined in Section C)

**SECTION A: APPLICANT INFORMATION**

1. Emerald Grove, Inc.  
Legal name of Applicant Corporation
2. 31 Sadies Way, East Harwich, 02645  
Mailing address of Applicant Corporation (Street, City/Town, Zip Code)
3. Alexander Jamoulis  
Applicant Corporation's point of contact (name of person Department should contact regarding this application)
4. (774) 722-4128  
Point of contact's telephone number
5. jamoulex@gmail.com  
Point of contact's e-mail address
6. Number of applications: How many *Siting Profiles* does the applicant intend to submit? 1

**SECTION B: PROPOSED LOCATION(S)**

Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.

**Attach supporting documents** as evidence of interest in the property, by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event that Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

	Location	Full Address	County
1	Dispensing	3 Main St. #20, Eastham, MA 02651	Barnstable
2	Cultivation	355 Wareham St., Middleborough, MA 02346	Plymouth
3	Processing	355 Wareham St., Middleborough, MA 02346	Plymouth

☐ 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: AJ

**SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION**

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

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

I, [Name of person], do hereby provide [support/non-opposition] to [name of applicant corporation] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].

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

\_\_\_\_\_  
Name and Title of Individual

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

The [name of council/board], does hereby provide [support/non-opposition] to [name of applicant corporation] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

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

\_\_\_\_\_  
Signature (add more lines for signatures if needed)

\_\_\_\_\_  
Date

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#### SECTION D: LOCAL COMPLIANCE

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

Emerald Grove, Inc.'s ("Emerald Grove") proposed retail dispensary is located at 3 Main St., #20 in Eastham. In accordance with the Eastham Zoning Bylaw XXIII, the proposed location is in the Core, Transition Commercial Zoning District. The property also is not located within 500 feet of a K-12 educational facility, childcare center, public park, playground, or children's camp.

Emerald Grove will apply for a Special Permit from the Planning Board.

Emerald Grove's proposed cultivation and processing facility is located at 355 Wareham Street in Middleborough. In accordance with the Middleborough Zoning Bylaw, the proposed location is in the General Use, Cannabis Business Overlay zoning district designated for marijuana cultivation and processing facilities. Emerald Grove's proposed facility is not located within 500 feet of any public or private school or daycare.

Emerald Grove will apply for a Special Permit from the Zoning Board of Appeals.

Emerald Grove has retained the law firm Vicente Sederberg LLC and will work cooperatively with local officials to ensure that its proposed facility complies with all state and local codes, ordinance and bylaws.

<b>SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS</b>
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Provide the three-year business plan for the proposed RMD, including revenues and expenses.

Projected Start Date for the First Full Fiscal Year: 01/01/2019

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS <u>2019</u>	SECOND FULL FISCAL YEAR PROJECTIONS <u>2020</u>	THIRD FULL FISCAL YEAR PROJECTIONS <u>2021</u>
Projected Revenue	<u>\$ 1,662,080.00</u>	<u>\$ 2,990,400.00</u>	<u>\$ 3,204,000.00</u>
Projected Expenses	<u>\$ 1,994,683.00</u>	<u>\$ 2,255,289.00</u>	<u>\$ 2,515,888.00</u>
VARIANCE:	<u>-\$ 332,603.00</u>	<u>\$ 735,111.00</u>	<u>\$ 688,112.00</u>
Number of unique patients for the year	<u>742</u>	<u>890</u>	<u>1,068</u>
Number of patient visits for the year	<u>10,388</u>	<u>21,360</u>	<u>25,632</u>
Projected % of patient growth rate annually	<u>---</u>	<u>16.7</u>	<u>16.7</u>
Estimated purchased ounces per visit	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Estimated cost per ounce	<u>\$ 320.00</u>	<u>\$ 280.00</u>	<u>\$ 250.00</u>
Total FTEs in staffing	<u>5</u>	<u>7</u>	<u>10</u>
Total marijuana for medical use inventory for the year (in lbs.)	<u>351</u>	<u>721</u>	<u>865</u>
Total marijuana for medical use sold for the year (in lbs)	<u>325</u>	<u>668</u>	<u>801</u>
Total marijuana for medical use left for roll over (in lbs.)	<u>26</u>	<u>53</u>	<u>64</u>


Projected date the RMD plans to open: 05/31/2019

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: AJ



**ATTESTATIONS**

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

  
Signature of Authorized Signatory

11-29-18  
Date Signed

Alexander Jamoulis  
Print Name of Authorized Signatory

Chief Executive Officer  
Title of Authorized Signatory

I, the authorized signatory for the applicant, hereby attest that the applicant has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.

  
Signature of Authorized Signatory

11-29-18  
Date Signed

Alexander Jamoulis  
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: AJ

Application 1 of 1

Applicant Corporation Emerald Grove, Inc.

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

  
Signature of Authorized Signatory

11-29-18  
Date Signed

Alexander Jamoulis  
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: AJ

November 20, 2018

Emerald Grove, Inc.  
31 Sadies Way  
Harwich, MA 02645

**RE: BINDING LETTER OF INTENT / OPTION TO LEASE  
EMERALD GROVE, INC.  
3 MAIN STREET #20, EASTHAM, MA 02651**

Dear Sir/Madam:

This Binding Letter of Intent/Option to Lease (“**LOI**”) is for the leasing of a property located at 3 Main Street #20, Eastham, MA 02651.

**PREMISES:** The property located at 3 Main Street #20, Eastham, MA consisting of .02 acres of land and including the 900 square foot commercial space thereon (“**Premises**”)

**LANDLORD LEGAL ENTITY:** Emerald Nominee Realty Trust (“**Landlord**”)

**TENANT:** Emerald Grove, Inc.

**OPTION PERIOD:** For a period of time extending from full execution of this LOI through June 30, 2019 (the “**Option Period**”), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the “**Option to Lease**”). During the Option Period, Tenant shall use due diligence to obtain state and local approvals needed to use the Premises as a Registered Marijuana Dispensary for dispensing of medical marijuana (“**RMD**”). The Option to Lease shall be exercised, if at all, by written notice to Landlord given prior to the expiration of the Option Period.

**OPTION PERIOD PAYMENTS:** Tenant has provided herewith an initial option payment of \$100.00, which shall immediately be released to Landlord as a non-refundable payment to maintain the Option To Lease through June 30, 2019.

TERMINATION:	This LOI may be terminated by Tenant at any time during the Option Period in its sole discretion for any reason. In the event of such termination, Tenant's only liability to Landlord will be the non-refundable payments made in consideration of the Option Period or any extension thereof.
LEASE EXECUTION:	Landlord will prepare an initial draft of a Lease within ten days following Tenant's exercise of the Option to Lease, and the parties agree to exercise best efforts to negotiate in good faith, finalize and execute a final Lease within ten (10) days thereafter.
LEASE/RENT COMMENCEMENT DATE:	The Lease shall take effect upon execution. Rent will commence upon the commencement of dispensing operations for Tenant's medical marijuana business.
INITIAL TERM:	Five (5) years following Lease execution.
BASE RENT (NNN):	\$12,600 per year NNN.
LEASE EXPENSE STRUCTURE:	Base rent is triple net (NNN). In addition to the Base Rent, Tenant shall be responsible for paying its pro-rata share of the customary taxes and expenses related to operation and maintenance of the site, including real property taxes, municipal charges, condominium fees, operating expenses, utilities, insurance, and common area maintenance expenses.
SECURITY DEPOSIT	Upon execution of the Lease, Tenant will pay Landlord a security deposit equal to one-month of Base Rent.
RENEWAL OPTION:	Provided that Tenant is not then in default under the Lease, Tenant shall have three (3) Options to renew the Lease for consecutive five (5) year periods, provided that written notice of same is provided to Landlord prior to six (6) months prior

to the expiration of the then-current term. Rent during such option period shall be \$120,000 per year, triple net.

**CONDITION OF  
PROPERTY:**

Landlord shall deliver the site in "as is" and "broom clean" condition.

**TENANT IMPROVEMENT  
WORK:**

Tenant shall be responsible, at its own cost and expense, for any improvements that may be required for its operations.

**ASSIGNMENT  
/SUBLEASING:**

Tenant shall be entitled to assign this LOI or assign the Lease or sublease all or a portion of the Premises with Landlord's consent, which shall not be unreasonably withheld, delayed or conditioned.

**SIGNAGE:**

Tenant shall have the right at its sole cost and expense to install exterior building signage in compliance with local requirements and applicable condominium bylaws.

**INSURANCE:**

As required by 935 CMR 500.105((10)(a)), Tenant shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for each policy shall be no higher than \$5,000 per occurrence. If Tenant documents an inability to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a), it may place in escrow a sum of no less than \$250,000 or such other amount approved by the Cannabis Control Commission, to be expended for coverage of liabilities.

**INDEMNITY:**

Tenant shall hold Landlord harmless and indemnified from and against, to the maximum extent permitted by law, any and all injury, loss, damage, liability, claims and expense, of any nature whatsoever in connection with loss of life, personal injury and damage to property arising out of or resulting from: (a) any occurrence in, about, or at the Premises (unless caused by the negligence or intentional act of the Landlord); and, (b) anywhere if occasioned wholly or in part by any act, neglect or failure to perform the obligations imposed upon Tenant, by this Lease or by any act, omission, or neglect of Tenant, or anyone else for whom Tenant may or shall be legally responsible; provided, however, that in any case in which the principles of comparative negligence apply, Tenant's responsibility shall be limited to the proportion of negligence which is attributed to Tenant et al. Tenant agrees that

Landlord shall not be liable to Tenant, or anyone claiming under Tenant, for any injury, loss or damage which may be caused by or result from the fault or negligence of any persons occupying or visiting any part of the Premises.

**LIMITATION OF  
REMEDIES:**

Notwithstanding any provision of this Lease. Landlord hereby agrees that Landlord's rights and remedies following a default, breach, surrender or any other failure to perform under this Letter of Intent or subsequent Lease shall not include the seizure of assets protected by the Humanitarian Medical Use of Marijuana Act of the Acts of 2012 or Ch. 94I or Ch. 94G, i.e. any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides landlord inventory that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a Certificate of Registration, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior state regulatory approval. Landlord agrees that a certificate of Registration is not an asset that may be seized by Landlord or available as a remedy for a default, breach or other failure to perform under this Lease.

**BINDING AGREEMENT:**

This LOI is intended to create a binding agreement between the parties. Notwithstanding the foregoing, upon execution of the Lease, if there is a dispute as to the terms of the Lease, the terms of the Lease will prevail

This proposal for an LOI will expire in seven (7) days unless agreed to and accepted by Landlord. Thank you very much.

Very truly yours,

Timothy Jamoulis

AGREED AND ACCEPTED

EMERALD NOMINEE REALTY TRUST

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

AGREED AND ACCEPTED

EMERALD GROVE, INC.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_


Title: \_\_\_\_\_

Date: \_\_\_\_\_

AGREED AND ACCEPTED

EMERALD NOMINEE REALTY TRUST

Name: Timothy Janulis

Signature: 

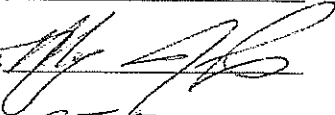
Title: Trustee

Date: 11/20/2018

AGREED AND ACCEPTED

EMERALD GROVE, INC.

Name: Alexander Janulis

Signature: 

Title: CEO

Date: 11-20-18



## BINDING LETTER OF INTENT / OPTION TO LEASE

September 5, 2018

Celiberti Realty, LLC.  
33A Mystic Avenue  
Medford, MA 02155

RE: **BINDING LETTER OF INTENT / OPTION TO LEASE REAL ESTATE AT 355 WAREHAM STREET, MIDDLEBOROUGH, MA**

Dear Sir/Madam:

This Binding Letter of Intent/Option to Lease ("LOI") is for the leasing of a property located at 355 Wareham Street, Middleborough, MA.

LANDLORD:	Celiberti Realty, LLC., 33A Mystic Avenue, Medford, MA 02155
TENANT:	Emerald Grove, Inc., 31 Sadies Way, Harwich, MA 02645
PREMISES:	Land and a 7,500 square foot building to be constructed thereon and associated parking located at 355 Wareham Street, Middleborough, MA (collectively, the " <b>Premises</b> "). The site plan and building concept are attached hereto as Exhibit A and B, respectively.
EXCLUSIVE USE:	Tenant shall have the exclusive use of the Premises for the operation of a cultivation and processing facility for Registered Marijuana Dispensary (" <b>RMD</b> ") and Adult-use Marijuana Dispensary (" <b>AMD</b> ").
TERM OF LEASE:	Six (6) year initial term, with two (2) five-year options to renew, such options to renew exercisable at Tenant's sole discretion (the " <b>Lease Term</b> " or " <b>Term of Lease</b> "). To extend the lease, Tenant must give Landlord due notice of its option to renew; with 120 days notice prior to the expiration of the current term.
OPTION PERIOD:	For a period of time extending from full execution of this LOI through March 31, 2019 (the " <b>Option Period</b> "), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the " <b>Option to Lease</b> "). Such Option to Lease shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period. During the Option Period, Tenant shall use due diligence to obtain state and local approvals needed to use the Premises as a marijuana cultivation/processing RMD and AMD. Tenant shall have the right to extend the Option Period for two additional one-month periods by making additional Monthly Option Payments, as defined herein, prior to the expiration of the current Option Period, as it may have been extended.

- OPTION PERIOD PAYMENTS:** Tenant has provided herewith an initial monthly option payment of \$1,500. Tenant shall make additional option payments ("**Monthly Option Payments**") on or before the first day of each month of the next Option Period in the amount of \$1,500 to continue the Option Period, and any extensions thereof, in effect. All such payments are non-refundable.
- TERMINATION:** This LOI may be terminated by Tenant, in its sole discretion and for any reason, at any time upon written notice to Landlord given during the Option Period. In the event of such termination, Tenant's only liability to Landlord will be the amount of such payments made or due for each month or partial month during the Option Period.
- LEASE:** Upon Tenant's exercise of the Option to Lease in accordance with the terms herein contained, Landlord and Tenant shall use good faith and due diligence to execute a lease agreement to be prepared by Landlord, containing all of the terms and conditions for the use set forth in this LOI and such other customary and reasonable terms and conditions (the "**Lease**").
- RENT:** If the Option to Lease is exercised by Tenant, the Lease shall provide for rent payments to be paid by Tenant to Landlord as follows:
- a. Commencing upon full execution of the Lease and Tenant's possession of the Premises, and continuing until the end of the Lease Term, Tenant shall pay Landlord monthly payments in the amount of SEVEN THOUSAND EIGHT HUNDRED TWELVE and 50/100ths UNITED STATES DOLLARS (\$7,812.50 USD) or such monthly amount as is determined by multiplying the actual square footage to be rented to Tenant by \$12.50 and dividing by twelve (12) (the "**Monthly Rent Payments**"). Rental payments shall increase by two percent (2%) per year in years 3,4,5 and 6 of the lease. The Monthly Rent Payments shall be due and payable on the first of each month. In the event that Tenant exercises its options to renew the Lease, the Monthly Rent Payments shall increase two percent (2%) at the beginning of each five (5) year renewal period.
  - b. Payment of rent under the Lease shall not commence until the later of the Landlord's completion of the shell of the building or March 31, 2019. Nonetheless, if the shell of the building is not completed until after March 31, 2019, the payment of rent shall be made at \$1500 per month until the shell is complete, at which time the rent shall increase to the amount described in subparagraph a. above.
- CONDITION:** Landlord will construct a steel-frame building of approximately

7,500 square feet, based upon the concept in Exhibit B with all necessary electrical, plumbing and sewer connections. The exterior and roof of the building will be metal panels. The floor shall be 5-inch concrete slab on grade. Landlord will provide 400-amp single phase electrical service to the building. Landlord will provide a maximum of 10 man doors and 10 overhead doors.

**TAXES, INSURANCES,  
MAINTENANCE:**

Tenant shall be responsible for payment of all real estate taxes assessed against the Premises for the Term of the Lease, as applicable, and all maintenance for the Premises, except that Landlord shall ensure that the Premises shall continue to be furnished with all electrical, water service and sewer connections and shall ensure the structural integrity of the roof and building. Tenant will be responsible for maintaining all necessary property insurance and reimbursing Landlord for its pro-rata share of same.

Tenant, at its own expense, shall provide and keep in force with companies acceptable to Landlord, general liability insurance coverage for no less than ONE MILLION UNITED STATES DOLLARS (\$1,000,000.00 USD) per occurrence and TWO MILLION UNITED STATES DOLLARS (\$2,000,000.00 USD) in aggregate, annually, and product liability insurance coverage for no less than ONE MILLION UNITED STATES DOLLARS (\$1,000,000.00 USD) per occurrence and TWO MILLION UNITED STATES DOLLARS (\$2,000,000.00 USD) in aggregate, annually, or in any other required amount for Tenant's Use of the Premises pursuant to State Law.

**UTILITIES/CAM EXPENSES:**

Tenant shall be responsible for payment of all utilities supplied to and consumed upon the Premises during the Term of the Lease, including electric, water, sewer, cable and wifi networking. Tenant shall be responsible for its pro-rata share of CAM expenses shared with other tenants at the location.

**ASSIGNMENT & SUBLETTING:** Tenant will build out the Premises for use as an

cultivation/processing RMD and AMD, and shall have the right to assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) Tenant's affiliate; (b) any entity resulting from a merger or a consolidation with Tenant; (c) any entity succeeding to the business operated by Tenant at the Premises; (d) any subsidiary or affiliate of Tenant; or (e) any other party permissible under state or local law. Except for an assignment or sublease to an affiliate of Tenant, which shall be allowed as a matter of right, any assignment or sublease will require the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned.

In the event that the Landlord seeks to sell the Premises during the pendency of this Lease, Landlord agrees that he will: 1) provide notice of the existence of the Lease to any potential buyer; 2) take no action designed to terminate the Lease or invalidate any of its provisions; and 3) assign the Lease to the buyer and obtain buyer's written agreement that it assumes all obligations under the Lease.

- ACCESS:** During the Option Period, and prior to the commencement of the Lease Term, Tenant shall be permitted reasonable access to the Premises 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 during the Term of the Lease subject only to applicable laws. Tenant shall be responsible for the removal of any unwanted existing signage and return to original condition.
- TERMS OF AGREEMENT:** Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. It is understood that final approval for an RMD from the Massachusetts Department of Public Health (the "DPH"), or the Massachusetts Cannabis Control Commission, if applicable, and the Town of Middleborough is required before renovations to the Premises may commence. The terms of this LOI shall govern until the Lease is executed.
- IMPROVEMENTS:** Tenant will bear the cost of all improvements/buildout to the Premises. The Landlord will review and approve all buildout plans prior to permit submission, which approval shall not be unreasonably withheld, delayed or conditioned
- FURNISHING OF DOCUMENTS:** Upon request, Landlord will supply any documents in Landlord's possession to help obtain the required state approvals, the Town of Plymouth, and any other regulatory bodies and will provide signatures as required for approvals involving the Premises.
- EXCLUSIVITY:** Landlord will not offer the Premises for lease or sale to anyone other than Tenant during the Option Period referenced in this LOI.

**LIMITATION OF REMEDIES:**

Notwithstanding any provision of this LOI or subsequent Lease, Landlord hereby agrees that Landlord's rights and remedies following a default, breach, surrender or any other failure to perform under this LOI, or subsequent Lease, shall not include the seizure of assets protected by the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012 or Ch. 94I, i.e. any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a Certificate of Registration, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior Department of Public Health or Cannabis Control Commission approval. Landlord agrees that a RMD's Certificate of Registration is not an asset that may be seized by Landlord or available as a remedy for a default, breach or other failure to perform under this LOI or subsequent Lease.

**CONFIDENTIALITY:**

The Parties agree that the information set forth herein is intended to be private and confidential between the Parties executing this LOI 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 LOI 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.

**[SIGNATURE PAGE FOLLOWS]**

If the terms and conditions are acceptable, please execute this LOI in the space provided below and return a copy by September 15, 2018.

AGREED & ACCEPTED: LANDLORD / CELIBERTI REALTY, LLC

Signature: [Signature]  
Name: Rob Celiberti  
Title: Manager  
Date: 9/6/18

AGREED & ACCEPTED: TENANT / EMERALD GROVE, INC.

Signature: [Signature]  
Name: Alex Stamoulis  
Title: CEO, President  
Date: 9-5-18









## TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

[www.eastham-ma.gov](http://www.eastham-ma.gov)

March 19, 2018

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

### Re: Town of Eastham

To Whom It May Concern:

The Eastham Board of Selectmen, does hereby provide non-opposition to Emerald Grove, Inc. to operate a Registered Marijuana Dispensary (RMD) in Eastham. The Eastham Board of Selectmen approved sending a letter of Non-Opposition by a vote taken at a duly noticed meeting held on March 7, 2018.

The Eastham Board of Selectmen 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.

Sincerely,

Eastham Board of Selectmen

William O'Shea, Chair

Wallace F. Adams, II, Vice Chair

John F. Knight, Clerk

Martin McDonald

Aimée Eckman

CRANBERRY CAPITAL  
OF THE WORLD



Phone: 508-946-2405

Fax: 508-946-0058

## Town of Middleborough

Massachusetts

Board of Selectmen

October 24, 2018

Mr. Alexander Jamoulis, CEO & COO  
Mr. Timothy Jamoulis, Director & CFO  
Emerald Grove, Inc.  
355 Wareham Street  
Middleborough, MA 02346

**RE: Emerald Grove Inc. – Non-Opposition**

To Whom It May Concern:

The Middleborough Board of Selectmen does hereby provide non-opposition to Emerald Grove Inc. to operate a Registered Marijuana Dispensary ("RMD") for cultivation and processing (but not dispensing) of medical marijuana in Middleborough. I have been authorized to provide this letter on behalf of the Board of Selectmen by a vote taken at a duly noticed meeting held on October 22, 2018.

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

If you have any questions or require additional information, please let me know.

Sincerely,

Leilani Dalpe, Chairman  
MIDDLEBOROUGH BOARD OF SELECTMEN

cc Robert Nunes, Town Manager  
Philip Silverman, Esq. - Vicente Sederberg, LLC