

VICENTE SEDERBERG

BOSTON | DENVER | LAS VEGAS | LOS ANGELES LLC

2 SEAPORT LANE, 11TH FLOOR
BOSTON, MA 02210
TEL: 617.934.2121

March 22, 2018

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

MAR 23 2018

Re: Atlantic Medicinal Partners, Inc. Submission of Siting Profile (Application 1 of 2)

To Whom It May Concern:

On behalf of Atlantic Medicinal Partners, Inc. ("AMP"), please find enclosed the following documents for AMP's submission of its Siting Profile for Application 1 of 2:

- A completed Siting Profile;
- A Lease for the property at 1065 State Highway, Wellfleet;
- A Lease for the property at 774 Crawford Street, Fitchburg;
- Acknowledgement of Extension of Approval Period for 774 Crawford Street;
- Letter of Support from the Town of Wellfleet;
- Letter of Non-Opposition from the City of Fitchburg;
- Market Rent Analysis for the property at 1065 State Highway, Wellfleet;
- Loan Agreement between AMP and Perkins Investments LLC;
- Loan Agreement between AMP and Frank Cieri;
- An Independent Legal Opinion for the Loan Agreements with AMP; and
- Updated Responses to Questions C.12. and C.14 for AMP's Management and Operations Profile.

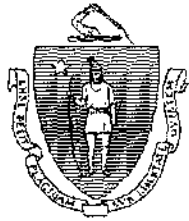
Thank you for your attention to this matter.

Sincerely,



Philip C. Silverman

PCS/tc
Enclosures



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

SITING PROFILE:

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

Tel: 617-660-5370

www.mass.gov/medicalmarijuana

INSTRUCTIONS

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

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

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

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

Each submitted application must be a complete, collated response, printed single-sided on 8 ½" x 11" paper, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

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

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

REVIEW

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

PROVISIONAL CERTIFICATE OF REGISTRATION

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

REGULATIONS

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

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

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

PUBLIC RECORDS

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

QUESTIONS

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@state.ma.us.

CHECKLIST

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

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

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SECTION A: APPLICANT INFORMATION

1. Atlantic Medicinal Partners, Inc.
Legal name of Applicant Corporation
2. 1400 Hancock Street, 3rd Floor, Quincy, MA 02169
Mailing address of Applicant Corporation (Street, City/Town, Zip Code)
3. Stephen Perkins
Applicant Corporation's point of contact (name of person Department should contact regarding this application)
4. (781) 884-7655
Point of contact's telephone number
5. contact@ampma.org
Point of contact's e-mail address
6. Number of applications: How many *Siting Profiles* does the applicant intend to submit? 2

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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	1065 State Highway (Route 6), Wellfleet, MA 02667	Barnstable
2	Cultivation	774 Crawford Street, Fitchburg, MA 01420	Worcester
3	Processing	774 Crawford Street, Fitchburg, MA 01420	Worcester

☒ 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 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.

AMP's proposed dispensing location is 1065 State Highway (Route 6), Wellfleet (the "PDL") in the Medical Marijuana Overlay District, which allows for the siting of RMDs by Special Permit from the Zoning Board of Appeals. As per Section 9.3.4.2 of Wellfleet's zoning bylaws, the PDL is not located within 300 feet of a school, child care facility, playground, youth center, public beach or pond, or other facility in which minors commonly congregate.

AMP's proposed cultivation and processing location is 774 Crawford Street, Fitchburg (the "PCL") in the Industrial Zone, which allows for the siting of cultivation and processing facilities by Special Permit from the Planning Board. As per Section 181.644 of Fitchburg's zoning bylaws, the PCL is not located within 300 feet of a school, child care facility, library, playground, public park, youth center, public swimming pool, video arcade facility, similar facility in which minors commonly congregate, or residence/building containing residences.

Furthermore, AMP will work cooperatively with local officials to ensure that its proposed facilities comply with all state and local codes, ordinances and bylaws.

SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

Projected Start Date for the First Full Fiscal Year: 01/01/2018

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS <u>2018</u>	SECOND FULL FISCAL YEAR PROJECTIONS <u>2019</u>	THIRD FULL FISCAL YEAR PROJECTIONS <u>2020</u>
Projected Revenue	\$ 730,800.00	\$ 846,300.00	\$ 907,200.00
Projected Expenses	\$ 988,300.00	\$ 549,000.00	\$ 651,700.00
VARIANCE:	-\$ 257,500.00	\$ 297,300.00	\$ 255,500.00
Number of unique patients for the year	<u>174</u>	<u>217</u>	<u>252</u>
Number of patient visits for the year	<u>4,176</u>	<u>5,208</u>	<u>6,048</u>
Projected % of patient growth rate annually	---	<u>19.8</u>	<u>13.9</u>
Estimated purchased ounces per visit	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Estimated cost per ounce	\$ 350.00	\$ 325.00	\$ 300.00
Total FTEs in staffing	<u>18</u>	<u>26</u>	<u>32</u>
Total marijuana for medical use inventory for the year (in lbs.)	<u>137</u>	<u>174</u>	<u>204</u>
Total marijuana for medical use sold for the year (in lbs)	<u>131</u>	<u>163</u>	<u>189</u>
Total marijuana for medical use left for roll over (in lbs.)	<u>6</u>	<u>11</u>	<u>15</u>

Projected date the RMD plans to open: 10/01/2018

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

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

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
 - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
 - purchase accessible equipment or modify equipment;
 - modify policies and practices; and
 - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.
- I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.
- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, including 105 CMR 725.000, et seq.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Plan of Correction shall be deemed a breach of a material condition of any Certificate of Registration issued to the Applicant for operation of a Registered Marijuana Dispensary. Such a breach shall be grounds for suspension or revocation, in whole or in part, of a Certificate of Registration issued by the Department.
- I agree that, if selected, I will submit a detailed floor plan of the premises of the proposed dispensary in compliance with 105 CMR 725.100(B)(3)(m) and in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

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


Signature of Authorized Signatory

Signa Perkins
Print Name of Authorized Signatory

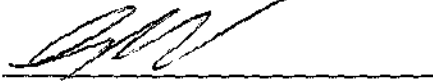
CEO
Title of Authorized Signatory

1/13/13
Date Signed

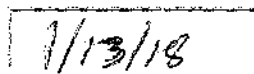
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ATTESTATIONS

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



Date Signed

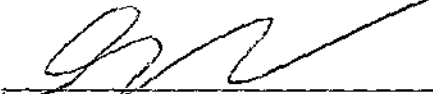
Stephen Perkins

Print Name of Authorized Signatory

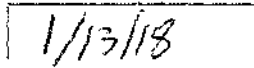
Chief Executive Officer

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



Date Signed

Stephen Perkins

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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Application 1 of 2

Applicant Corporation Atlantic Medicinal Partners, 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

1/13/18
Date Signed

Stephen Perkins
Print Name of Authorized Signatory

Chief Executive Officer
Title of Authorized Signatory

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COMMERCIAL LEASE AGREEMENT

This Lease Agreement (the "**Lease**") made and entered into this ____ day of March, 2018 by and between The Cieri Group, LLC., a Massachusetts Limited Liability Company (the "**Landlord**") and Atlantic Medicinal Partners, Inc., a Massachusetts Nonprofit Corporation (the "**Tenant**").

WHEREAS, Landlord is the fee owner of that certain property consisting of a 3,150 +/- SF commercial building situated on 1.38 acres of land in Barnstable County, at 1065 State Highway Wellfleet, MA 02667 (the "**Premises**").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the Premises for a term of Ten (10) years (the "**Initial Term**"), beginning on June 1, 2018 (the "**Commencement Date**") and ending at 12 o'clock midnight on May 31, 2028. Provided there is no currently occurring default pursuant to the terms of this Agreement, Tenant shall have two successive Options to Renew the lease term for five (5) year periods pursuant to Section 3. The Initial Term and any renewal thereof shall collectively be referred to as the "**Term**."
2. **RENT.** Tenant shall pay to Landlord base rent Triple Net according to the following rent schedule during the Initial Term. Such monthly payments are due on the first day of each month of the Initial Term, beginning on the Commencement Date.

	Monthly Rent	Annual Rent
Year 1	\$10,000.00	\$120,000.00
Year 2	\$10,300.00	\$123,600.00
Year 3	\$10,609.00	\$127,308.00
Year 4	\$10,927.27	\$131,127.24
Year 5	\$11,255.09	\$135,061.06
Year 6	\$11,592.74	\$139,112.89
Year 7	\$11,940.52	\$143,286.28
Year 8	\$12,298.74	\$147,584.86
Year 9	\$12,667.70	\$152,012.41
Year 10	\$13,047.73	\$156,572.78

Tenant shall be entitled to defer payment of rent during the period of the Initial Term prior to commencement of sales at the Premises, provided that any deferred rent shall be paid, along with payments which become due, over a twelve-month period commencing six months after the commencement of retail sales at the Premises.

3. **OPTION TO RENEW.** Tenant shall have two (2) successive options to renew the lease Term by providing written notice to Landlord at least three (3) months prior to the expiration of the Initial Term or extended Term, as the case may be, that Tenant intends to renew the lease for an additional five (5) year term (the "**Renewal Term**"). The annual base rent during the Renewal Term will be equal to the rent applicable for the last year of the prior Term, plus 2.5% and will increase at by 2.5% of the prior year's rent during each year of the extension Term. Such monthly payments are due on the first day of each month of the Renewal Term.
4. **SECURITY DEPOSIT.** On or before the Commencement Date, the Tenant shall pay to the Landlord the amount of TWENTY THOUSAND UNITED STATES DOLLARS (\$20,000.00 USD), which shall be held as a security for the Tenant's performance as herein provided and refunded to the Tenant at the end of the Term, without interest.
5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant to cultivate, process, and sell marijuana as a Registered Marijuana Dispensary ("**RMD**") pursuant to the laws and regulations of the Commonwealth of Massachusetts, including 105 CMR 725.000 *et seq.*, and any other lawful purpose under state and local law. Tenant shall comply with any and all laws, regulations, ordinances, approval, rules and orders of any and all state and local governmental authorities affecting the use, cleanliness, occupancy and preservation of the Premises (the "**Use**").
6. **EARLY TERMINATION.** Tenant shall be free to terminate this Lease upon written notice to the Landlord and shall no longer be obligated to pay any rent or termination fees in the event that: (i) Tenant is unable to obtain a final Certificate of Registration from the Massachusetts Department of Public Health, or successor regulatory body, to operate an RMD at the Premises (a "**Certificate of Registration**"), (ii) Tenant's Certificate of Registration is revoked for a period of at least four (4) consecutive months, or (iii) federal law enforcement priorities change such that Tenant is prohibited or it becomes financially unreasonable for Tenant to operate an RMD at the premises.
7. **DELIVERY OF PREMISES.** Landlord shall deliver the Premises as a fully built-out marijuana dispensary, including electrical, HVAC, plumbing, water and sewer and security equipment, all in compliance with Massachusetts regulatory standards.
8. **RENOVATIONS AND IMPROVEMENTS.** Tenant shall be responsible for contracting and paying for any additional improvements beyond those provided by Landlord as described in Section 7. Tenant is free to alter or modify the Premises for Tenant's Use at its own expense with Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. Any and all alterations, changes, and/or improvements built into or made a permanent part of the Premises shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and

remain on the Premises at the expiration or earlier termination of this Lease. Any non-permanent fixtures, equipment or improvements shall remain the property of the Tenant.

9. **MAINTENANCE AND REPAIR.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term, subject to reasonable wear and tear. During the Term, Tenant is responsible for all expenses related to temporary upkeep, such as removal of trash, snow and ice and exterior landscaping, and for maintenance of the interior of the Premises, including but not limited to, cleaning the Premises, locksmith requirements, and repair and/or replacement of any and all fixtures and equipment. Landlord is responsible for all structural and permanent building maintenance, including window and glazing replacement, HVAC, fire sprinkler, plumbing, electrical, water and sewer, and roofing.
10. **ASSIGNMENT AND SUBLETTING.** Tenant is allowed to assign, or transfer this Lease or to make a sublease of any portion of the Premises with written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall reimburse Landlord promptly for reasonable expenses actually incurred by Landlord, if any, in connection with such sublease or assignment. Tenant shall no longer have any liability to the Landlord if this Lease is assigned in whole or the entire Premises is sublet to a third-party.
11. **PURCHASE OPTION.** At any time during which this Lease is in effect, Tenant shall have an option to purchase the Premises from Landlord by paying Landlord an amount equal to Landlord's total cost to acquire the underlying real estate plus the cost of the construction buildout, permitting, design fees and any other related expenses including all interest charges incurred. Tenant shall receive a credit toward the purchase price for all monthly rental payments to the extent that same exceed Landlord's actual monthly costs with respect to the Premises. Upon completion of construction of the building on the Premises, Landlord will provide to Tenant all documents necessary to demonstrate to Tenant the acquisition cost of the underlying real estate and the buildout cost, so that Tenant may determine the cost of such purchase option. In addition, Landlord will provide documentation to support its monthly costs associated with the Property.
12. **UTILITIES; TAXES.** Tenant shall be responsible for paying all utilities which are furnished to, and separately metered or designated for the Premises, including electrical, gas, water, sewer, trash, recycling, alarm, telephone, internet, cable, snow removal and landscaping. Tenant shall pay all property taxes and any municipal fees for the Premises.
13. **DAMAGE.** In the event the Premises is taken by eminent domain or is destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, Tenant shall have the option to terminate this Lease. In the event Tenant terminates the Lease pursuant to this Section 12 Tenant shall no longer have any rental payment obligation or other obligations not yet accrued. Tenant shall owe any rent up to the time of such damage or destruction of the Premises not yet paid. Should a

material portion of the Premises be damaged or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, Tenant shall have the option to either require the Landlord to repair such damaged portion or terminate the Lease, at which point the Tenant shall no longer have any rental payment obligation or other obligations not yet accrued. In the event that Tenant chooses to have Landlord repair such untenable portion, the rent shall be abated in the proportion that the damaged parts bears to the whole Premises, and such part so damaged shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Lease shall continue according to its terms. In the event that a non-material portion of the Premises or the common areas serving or facilitating the Premises is destroyed, damaged or rendered untenable (other than through the actions of Tenant), the Tenant shall have the right to a reasonable abatement of rent and Landlord shall repair such untenable portion as speedily as practicable.

14. **LANDLORD ACCESS.** Upon forty-eight (48) hours' notice to the Tenant, Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the Premises and all buildings and improvements thereof and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord shall not interfere with the operations of the Tenant's business or make an unreasonable number of inspections of the Premises. Landlord agrees that all inspections, including inspections in the event of an emergency, shall be compliant with local and state law.
15. **SUBORDINATION OF LEASE.** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust.
16. **SURRENDER OF REMEDIES.** Upon the expiration of the Term, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements excepted. Tenant shall remove any of Tenant's equipment, goods and personal property from the Premises prior to the expiration of the Term.
17. **QUIET ENJOYMENT.** Tenant, upon Tenant's observance of all rules and regulations, and Lease terms, shall and may peacefully and quietly have, hold and enjoy said Premises during the Term.
18. **INDEMNIFICATION.** Except for matters arising from or relating to Landlord's negligence or misconduct, Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions as a result of Tenant's fault, neglect or misconduct.
19. **INSURANCE.** 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.

20. **DEFAULT.** If Tenant fails to pay rent when due and the non-payment continues for ten (10) days after written notice thereof from Landlord, it shall constitute a default, and Landlord may, at Landlord's option, charge a late fee equal to one and a half percent (1.5%) of the rent payment due. If such default continues for more than sixty (60) days, the Landlord may immediately terminate the Lease and may pursue all rights and remedies available to Landlord at law or in equity. If Tenant declares bankruptcy or fails to comply with any of the other material provisions of this Lease, other than the covenant to pay rent, and fails to correct such action within sixty (60) days after delivery of written notice by Landlord specifying the non-compliance, Tenant is in default and Landlord may terminate this Lease. Notwithstanding the foregoing, Landlord shall be required in a commercially reasonable manner to mitigate its damages hereunder, including taking all commercially reasonable steps necessary to re-let the Premises, and any rent received by the Landlord through such re-letting shall be offset against the duties and obligations of the Tenant hereunder.
21. **ABANDONMENT.** If Tenant ceases operations or abandons the Premises for more than ninety (90) days, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law. Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises and may receive and collect all rent payable by virtue of such re-letting. Tenant shall be liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired Term and the rent for such period realized by Landlord by means of such re-letting.
22. **FORCE MAJEURE.** In the event that there is damage to the Premises by any reason or cause reasonably beyond the control of Landlord or Tenant which renders the Premises, or any appurtenance thereto, inoperable or unfit for Tenant's occupancy or use, Tenant shall not be liable for any delays resulting from Landlord's inability to obtain materials or labor or other matters to make the necessary repairs to the Premises to render it operable and fit for Tenant's occupancy and use. Tenant shall be relieved of paying rent and other charges during any portion of the Lease that the Premises is inoperable or unfit for Tenant's occupancy or use. Rent and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. If Landlord is unable to make the necessary repairs to the Premises to render it operable and fit for Tenant's use within ninety (90) days following the occurrence of the damage, Tenant shall have the right to terminate the Lease by providing thirty (30) days' written notice to terminate to the Landlord and Tenant shall have no further obligations hereunder.
23. **LIMITATION OF REMEDIES.** Notwithstanding anything in this Lease to the contrary, the

Landlord hereby agrees that Landlord's rights and remedies in this Lease, including any remedies as a result of Tenant's default, shall not include the seizure of any assets protected by the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012, or any state law regulating Tenant's Use of the Premises. The Landlord shall not be entitled to a repayment or remedy that provides to Landlord inventory of Tenant that contains any amount of marijuana, in any form, whether flower or infused product. The Landlord hereby forfeits any such remedy. In addition, Landlord understands and agrees that a Certificate of Registration, whether provisional or final, is non-transferrable, and may not be assigned or transferred without prior approval from the DPH. Landlord agrees that Tenant's Certificate of Registration is not an asset that is available as a remedy for Tenant's default under this Lease, and hereby expressly waives any such remedy.

24. **RECORDING OF LEASE.** Tenant shall have the right to record this Lease as a Notice of Lease subject to the terms of this Lease.
25. **GOVERNING LAW.** This Lease shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts without reference to any conflict of laws principles that would cause the application of laws of any jurisdiction other than the Commonwealth of Massachusetts.
26. **SEVERABILITY.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Landlord and Tenant
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Lease shall affect Tenant's duties and liabilities hereunder.
31. **FEES.** Each party shall be responsible for its own legal, advisory and miscellaneous expenses associated with the completion of the Lease.
32. **MODIFICATION.** The Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by Landlord and Tenant.
33. **AMENDMENT.** Parties agree to amend the Lease to assure compliance with Chapter 55 of the Acts of 2017: An Act to Ensure Safe Access to Marijuana and future regulations

promulgated by the Cannabis Control Commission, or any successor legislation regulating Tenant's Use of the Premises.

34. **NOTICE.** Any notice required or permitted under this Lease or pursuant to state law shall be deemed sufficiently given or served if hand delivered, sent via overnight delivery or sent via certified mail, return receipt requested. Notice shall be effective: (a) if personally delivered, when delivered; (b) if by overnight delivery, the day after delivery thereof to a reputable overnight courier service, delivery charges prepaid; and (c) if mailed, at midnight on the third business day after deposit in the mail, postage prepaid.

Notices sent by mail or overnight courier shall be sent to:

- If to Tenant:
Atlantic Medicinal Partners, Inc.
329 Washington Street
Woburn, MA 01801
- If to Landlord:
The Cieri Group, LLC
c/o Mr. Frank Cieri
329 Washington Street
Woburn, MA 01801

35. **APPROVAL.** The terms of this Lease shall be subject to approval by the DPH or any successor entity, and in the event that the DPH or successor entity requires amendments, this Lease the Parties agree to amend the Lease so as to comply with the requirements of the DPH or successor entity and to reflect the intent of the Parties.

[SIGNATURE PAGE FOLLOWS]

* * * * *

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date first set forth above.

LANDLORD:

THE CIERI GROUP, LLC.

By: _____

Name: Frank Cieri

Title: Manager

TENANT:

ATLANTIC MEDICINAL PARTNERS,
INC.

By: _____

Name: Stephen Perkins

Title: President

NET LEASE

774 CRAWFORD STREETSECTION 1:

1.1 Parties:

This Lease is executed effective August 25, 2017, by and between PAUL G. MUZYKA, as TRUSTEE of the 774 CRAWFORD STREET REALTY TRUST of 45 Crosby Street Ext., South Yarmouth, Massachusetts 02664 ("Lessor") and ATLANTIC MEDICINAL PARTNERS, INC. of 1400 Hancock Street – 3rd Floor, Quincy, Massachusetts 02169 ("Lessee").

1.2 Reference Data:

Each reference in this Lease to any of the following subjects shall be construed to incorporate the date stated for that subject in this Section 1.2.

Premises: Approximately 50,000 square feet building, 774 Crawford Street, Fitchburg, Massachusetts 01420. Approximately as shown on the floor plan provided.

Original Address
Of Lessor: 45 Crosby Street Ext., South Yarmouth, MA 02664

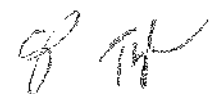
Original Address
Of Lessee: 1400 Hancock Street – 3rd Floor, Quincy, MA 02169

Term: From January 1, 2018, or earlier if Lessee obtains Approvals for use of premises and premises partially or entirely vacated by existing lessee such that Lessee is able to begin construction/demolition of the Premises for the Intended Use (defined below) (the "Lease Commencement Date") until five (5) years from the Rent Commencement Date.

Rent
Commencement
Date: Lessee shall be responsible to Lessor for rental payments on the first day of the month following the date during the Initial Approval Period or Extended Approval Period that Lessee notifies Lessor that Lessee has obtained the Approvals; or, at an earlier date at the sole discretion and election of the Lessee by providing notice to the Lessor of Lessee's intention for rent to commence (the "Rent Commencement Date"), provided, however, that Lessor shall remit to Lessee, Base Rent and Additional Rent paid to Lessor by Quad/Graphics from said Rent Commencement Date forward. Lessor shall remain responsible to evict Quad/Graphics within sixty-five (65) days of Lessee providing Lessor with notice it has obtained approvals at Lessor's cost. In the event Lessee sub-lets to Quad/Graphics it shall promptly notify Lessor of said sub-lease and Lessor shall have no further responsibility in connection with Quad/Graphics (other than to remit to Lessee any rental payments received from Quad/Graphics).

Renewal: Lessee shall have two (2) options to extend the Lease, each said option to be for an additional five (5) year term and exercisable upon Lessee not being in default under the Lease and providing Lessor with nine (9) months advance written notice of Lessee's intent to renew.

Initial Approval



Period:	August 21, 2017 – January 1, 2018 (subject to extension §2.2) For Lessee to obtain all licenses and approvals from the Commonwealth of Massachusetts or City of Fitchburg (“Approvals”) to operate a Registered Marijuana Cultivation and Dispensary.		
Annual Fixed Rent; (Base Rent)	Year 1:	\$212,500.00 + NNN	
	Year 2:	\$250,000.00 + NNN	
	Years 3-4:	\$262,500.00 + NNN	
	Year 5:	\$275,000.00 + NNN	
	For avoidance of doubt, the schedule of fixed rent begins on the Rent Commencement Date.		
NNN: (Additional Rent)	Includes real estate taxes, building fire/casualty insurance and ordinary maintenance (not structural replacements of roof, walls and floor slab). A portion of the NNN is paid to a fixed maintenance/reserve that stays with the Premises.		
Initial NNN Est.:	\$1.30 per square foot (annually), subject to adjustment, provided that any upward adjustment by Lessor shall be supported with documentation of increased costs.		
Renewal Term Rent:	Base Rent for the first renewal term (years 6-10) shall increase from Year 5 Lease Base Rent at an annual rate of three (3%) percent per annum. Base Rent for the second renewal term (years 11-15) shall increase from Year 10 Lease Base Rent at an annual rate of three (3%) percent per annum.		
Permitted Uses:	Lessee may use the Premises for any use permitted under the zoning laws of the City of Fitchburg, Massachusetts. Specifically, Lessee intends to have the Premises permitted to operate a Registered Marijuana Cultivation and Dispensary from the Massachusetts Department of Public Health (the “Intended Use”).		
First Month’s Rent:	\$23,125.00 (incl. NNN)		
Last Month’s Rent:	\$28,333.33 (incl. NNN)		
Security Deposit:	\$25,000.00		
Purchase Option:	See Section 10 hereof.		

SECTION 2:**2.1 Initial Approval Period.**

Lessee shall have a period of time commencing with the Execution of this Lease and ending on January 1, 2018 (“Initial Approval Period”) to obtain all licenses and approvals to operate a Registered Marijuana Cultivation and Dispensary from the DPH and the City of Fitchburg (the “Approvals”). The Initial Approval Period may terminate sooner upon the Lessee obtaining all Approvals at the sole discretion and election of the Lessee by providing notice to the Lessor of Lessee’s intention for rent to commence. Upon Lessee obtaining the Approvals, the Rent Commencement Date shall commence on the first day of the next month, and the full amount of fixed rent and Additional Rent shall be paid monthly at the beginning of each month, provided, however, that Lessor shall remit to Lessee any amounts paid Lessor by Quad/Graphics, Inc.

2.2 Extended Approval Period.

In the event Lessee is unable to obtain all the Approvals during the Initial Approval Period, Lessee may give notice to the Lessor to extend the time to obtain such Approvals until March 31, 2018 ("Extended Approval Period"). In the event that Lessee elects to enter the Extended Approval Period, Lessee shall pay Lessor the sum of Five Thousand and 00/100 (\$5,000.00) Dollars per month at the beginning of each month during the Extended Approval Period until Lessee obtains the Approvals or terminates the Lease pursuant to the terms of the Lease. Upon Lessee obtaining the Approvals, the Rent Commencement Date shall commence on the first day of the next month and the full amount of fixed rent and Additional Rent shall be paid monthly, at the beginning of each month, provided, however that Lessor shall remit to Lessee any amounts paid Lessor by Quad/Graphics, Inc.

Notwithstanding the foregoing in the event Quad/Graphics, Inc., the existing lessee on the Premises, terminates their existing lease or rental arrangement at the Premises, prior to the Rent Commencement Date in lieu of the Five Thousand and 00/100 (\$5,000.00) Dollars per month payment, the amount paid to Lessor by Lessee at the beginning of each month of the Extended Approval Period shall be calculated based on an annualized amount \$3.25 per square plus NNN (13,541.66 per month + NNN), until April 30, 2018 or upon Lessee obtaining the Approvals. The Rent Commencement Date shall commence on the first day of the next Month and the full amount of fixed and Additional Rent shall be paid monthly, at the beginning of each month, in advance.

Lessee shall have the right to terminate the Lease at any time during the Initial Approval Period and Extended Approval Period by providing notice to Lessor in the event the Lessee is unable to obtain the Approvals. Lessee shall provide copies of all written applications and notices to Lessor. Lessee shall promptly provide Lessor when all Approvals have been acquired by Lessee. In the event the process of obtaining Approvals is proceeding favorably for Lessee, but Lessee needs more time for state and local approvals, the parties hereto may negotiate an extension to the Extended Approval Period.

2.3 Approval; Lessor Cooperation.


Upon request by Lessee, Lessor, in his capacity as Landlord, shall use good faith and due diligence to timely supply Lessee with all documents in his possession, including signatures, required by Lessee for the Approvals for the proposed use. In the event that the Lessee is unable to obtain the Approvals for the proposed use due to Lessor's failure or refusal to provide Lessee with such documents and signatures, the entirety of the deposits made hereunder shall be refundable to the Lessee.

2.4 No Sale or Lease.

Lessor shall not offer the Premises for lease or for sale to anyone other than the Lessee during the Initial Approval Period or Extended Approval Period provided Lessee has made all required payments under this Lease.

2.5 Existing Tenant.

Upon Lessee providing notice to Lessor of Lessee's receipt of the Approvals including, without limitation, a Provisional Certificate of Registration from the Massachusetts Department of Public Health ("DPH") for the Intended Use, Lessor shall cause Quad/Graphics, Inc. ("Quad/Graphics") to vacate the Premises within sixty-five days of such notice, unless otherwise mutually agreed to by the parties hereto. Lessor represents that Lessor and Quad/Graphics have not defined in a writing executed by Lessor any modified renewal option(s) for Quad/Graphics to extend any existing lease with Quad/Graphics beyond April 30, 2018, nor does Lessor and Quad/Graphics



have any other agreement in place that, in any circumstance, would unilaterally allow Quad/Graphics to extend its lease beyond April 30, 2018. In the event Quad/Graphics contends otherwise and refuses to vacate, and Lessor is unable to occupy the Premises, Lessor agrees to, at Lessor's sole expense, immediately take legal action in order to evict Quad/Graphics from the Premises. Notwithstanding anything herein to the contrary, upon Lessor becoming aware that Quad/Graphics does not intend to vacate the premises within sixty-five (65) days of Lessor's notice to Quad/Graphics to vacate, Lessor shall immediately notify Lessee and the Rent Commencement Date shall not occur until Quad/Graphics vacates the premises and Lessee is able to occupy the Premises for the Intended Use.

SECTION 3:

3.1 LOI Deposit.

The Lessee has paid Lessor a deposit of \$25,000.00 ("Initial Deposit") at the time of the execution of a certain Letter of Intent to enter into this Lease. The Initial Deposit shall be refundable if Lessee opts out of this Lease at any time during the Initial Approval Period or Extended Approval Period. In the event the Lessee does not opt out of the Lease during the Initial Approval Period or Extended Approval Period, the Initial Deposit shall become non-refundable, but will be applied as the Security Deposit for the duration of the Lease Term. The Security Deposit shall be returned to Lessee at the conclusion of the Lease Term so long as the Premises is returned to the Lessor in the same or better condition as the Premises were on the Lease Commencement Date and the Lessor is not forced to deduct all or a portion of the Security Deposit pursuant to Massachusetts law, including, without limitation, damage to the Premises or for unpaid fixed rent or Additional Rent.

Upon Lessor's receipt of the Initial Deposit and Lessee obtaining a Letter of Non-Opposition from the City of Fitchburg, Lessor will provide Lessee and Lessee's architect, engineer, and contractors reasonable access to the Premises, while Quad/Graphics is still an occupant of the Premises. All of Lessee's design/architectural/construction expenses for planning purposes are solely at Lessee's expense.

3.2 Additional Deposit.

Lessee shall pay Lessor \$50,000.00 ("Additional Deposit") at the time the parties execute the Lease. The Additional Deposit is refundable to Lessee prior to January 1, 2018, only if Lessee does not obtain its Approvals. The Additional Deposit is non-refundable as of January 1, 2018, whether or not Lessee obtains the Approvals. The Additional Deposit will be allocated as five (5) equal partial payments advance monthly Base Rent and NNN payments toward the first five (5) such payments effective as of the Rent Commencement Date.

3.3 Failure to Execute Lease.

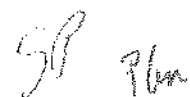
If the Lease is not mutually executed, including receipt of deposits by Lessor by September 10, 2017, Lessor or Lessee may terminate negotiations at any time thereafter without any further notice, without requirement of further actions, obligations, financial considerations or penalties and without further recourse by Lessor or Lessee.

SECTION 4:

4.1 Ownership.

Lessor hereby warrants and represents that it has a fee simple interest in the premises to grant the leasehold interest conveyed hereby.

4.2 Premises.



Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises, AS IS, WHERE IS AND WITHOUT ANY WARRANTY OF REPRESENTATION EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

4.3 Term.

Lessee shall hold the Premises for the Term beginning on January 1, 2018. The parties acknowledge that the Rent Commencement Date may be subject to the Extended Approval Period in Section 2.2 above. Further if Lessee obtains its Approvals and the Premises are vacated partially or entirely by Quad/Graphics, the Lessee may elect to take early occupancy of the Premises and the Lease Commencement Date and Rent Commencement Date shall be the date Lessee takes occupancy. In the event of early occupancy, all of Lessee's Lease obligations shall commence on the date of early occupancy, including, without limitation Base Rent, NNN and utilities.

Prior to lease commencement, Lessor and Quad/Graphics, Inc. shall remove all business and personal items currently stored within the Premises, not part of building operating systems, unless Lessee reaches a sub-lease agreement with Quad/Graphics, Inc. in which case Lessee and Quad/Graphics shall arrange for Quad/Graphics to relocate all of its business or personal items to that portion of the Premises sub-leased to it. Subsequent to Quad/Graphics vacating the Premises (or portion thereof, as the case may be) Lessor shall perform routine service on the roof and HVAC units and confirm existing plumbing and electrical systems are in good operable condition.

Lessee shall be responsible to Lessor for rental payments (Base Rent + NNN) on the first day of the month following the date during the Initial Approval Period or Extended Approval Period that Lessee notifies Lessor that Lessee has obtained the Approvals or at an earlier date at the sole discretion and election of the Lessee by providing notice to the Lessor of Lessee's intention to advance the Lease Commencement Date. In the event Lessee enters into occupancy before the first day of the month following Lessee obtaining Approvals, Lessee shall pay Lessor in advance for remainder of said month an amount for Base Rent + NNN adjusted for the number of days remaining in said month. The \$50,000.00 deposit held upon Lease execution shall be applied as follows: \$10,000.00 to each of the first five (5) full months of the rent due under the Lease.

SECTION 5:

5.1 Rent.


Lessee covenants to pay to Lessor, at the Original Address of the Lessor or at such other place or to such other person or entity as Lessor may by notice in writing to Lessee from time to time direct, during the Term hereof and so long thereafter as Lessee or anyone claiming under Lessee occupies the Premises, the following rent:

5.1.1 Annual Fixed Rent.

The Annual Fixed Rent set forth in Section 1.2, in equal monthly installments of \$17,708.33 payable in advance on the first day of each month of the first year of the Term; \$20,833.33 payable in advance on the first day of the second year of the Term; \$21,875.00 payable in advance on the first day of the third and fourth years of the Term; and \$22,916.67 payable in advance on the first day of the fifth year of the Term. For purposes this Section, the parties acknowledge that the Term shall begin as of the Rent Commencement Date and continue for a period of sixty (60) months thereafter.

5.1.2 Additional Rent:

Lessee shall pay to Lessor, as Additional Rent in equal monthly installments payable in advance



on the first day of each month during the Term beginning on the Rent Commencement Date a sum equal to 1/12 of the annual amount of Additional Rent (as set out on Exhibit "A") comprised of:

- (a) The real estate taxes for the Premises.
- (b) The fire and casualty insurance for the Premises.
- (c) An amount for fixed maintenance expenses/reserve that stays with the Premises.
- (d) Actual landscaping maintenance.
- (e) All such operating expenses shall be paid by Lessee directly to the utility companies or City of Fitchburg as appropriate as provided in Section 5.3 below or to Lessor no later than 30 days after the Lessor delivers to Lessee a statement for said expense.

Upon receipt of the actual tax bills for the above items Lessor shall provide the same to the Lessee and any deficiency in the NNN estimate from the actual bills above shall be billed to the Lessee and paid by the Lessee to the Lessor within thirty (30) days. Any excess or surplus in the NNN estimate from the actual bills above shall be refunded to the Lessee within thirty (30) days. This readjustment will occur quarterly upon the issuance of the municipal water and sewer charges for the preceding quarter. The other charges above, including the issuance of a final fiscal year property tax bill from the City of Fitchburg, Massachusetts (after the rate and valuation are finalized) will be incorporated in the quarterly readjustment.

5.1.3 Late Payments of Rent.

If any installment of rent is paid more than thirty (30) days after the date the same was due, it shall bear interest at the rate of twelve (12%) percent per annum from the due date, which shall be Additional Rent.

5.2 Lessee's Insurance.

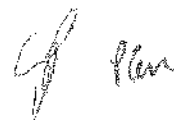
Lessee shall, at its sole cost and expense, obtain and maintain throughout the Term with reputable insurance companies qualified to do business in Massachusetts:

- (a) Workmen's compensation and any other insurance required by law or the nature of Lessee's business;
- (b) If Lessee's use or occupancy of the Premises causes any increase in insurance premiums for the Premises, Lessee will pay such additional cost.

Lessee shall furnish Lessor with certificates or policies of all such insurance upon request including but not limited to General Liability Insurance, Workman's Compensation Insurance, Auto Insurance. Lessee's General Liability Policy shall cover personal injuries and property damage with limits of not less than \$2,000,000.00 for any injury, death, or property damage which arises out of a single occurrence, and a \$4,000,000.00 annual aggregate for multiple occurrences. Lessee agrees to name Lessor as Additional Insured to Lessee as business owner in General Liability Policy.

5.3 Utilities.

Lessee shall pay directly to the proper authorities charged with the collection thereof all charges for the consumption of electricity, gas, and other services separately metered or billed to or for the Premises, all such charges to be paid as the same from time to time become due. Lessee shall make its own arrangements for such utilities, and Lessor shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises. Lessee acknowledges that these utilities directly serve the Premises and building, and the Lessee need only make arrangements to turn on such utilities and arrange for the billing of any such service provided.



SECTION 6.

LESSEE COVENANTS AND AGREES AS FOLLOWS:

6.1 Repair and Maintenance.

To keep the Premises in good order and repair and in at least as good order and repair as they are in on the Lease Commencement Date, reasonable use and wear and damage by fire or casualty only excepted; and to keep all glass, fixtures and equipment now or hereafter on the Premises in good order; and to promptly notify Lessor of any disrepair or damage caused to the premises. Lessee shall also pay the cost of all repairs to the Premises, if any damage thereto is caused by Lessee's improper use thereof, except to the extent that such cost or damage is covered by insurance with respect thereto. Lessor to maintain grounds with respect to landscaping.

Lessor shall deliver the Premises in "AS IS" and "WHERE IS" condition except that roof is to be in good structural condition and all existing mechanicals in good operating condition as of the Lease Commencement Date.

Lessor agrees to and assumes financial responsibility for structural repairs to the Premises concerning the roof, walls and the floor slab during the Lease Term. If Lessee makes modifications to such components, Lessee shall thereafter be solely responsible for maintenance and replacements of all such components.

Lessee agrees to and assumes financial responsibility for rubbish removal and interior cleaning of office space, lavatories and manufacturing/warehouse space. The Lessee also agrees to maintain mechanical systems. There shall be no storage of product, pallets or rubbish outside of the building. Notwithstanding the preceding sentence, Lessee shall be allowed to park roadworthy, fully enclosed, storage trailers at all loading docks. Said trailers are to be properly secured with wheels blocked and the Lessee agrees to make best efforts to not allow the trailers, including the landing gear of any such trailer, to damage the paving at the Premises. Lessee shall promptly repair any damage to the paved area of the Premises caused by any trailers. Lessee is responsible for snow removal and associated parking lot maintenance. Lessee may have a dumpster on the Premises for trash created on the Premises provided the same is well-kept and complies with all Fitchburg municipal laws or regulations. Notwithstanding anything herein to the contrary, Lessee's obligations under this Section 6.1 shall not commence until Quad/Graphics vacates the Premises or until a sub-lease between Lessee and Quad/Graphics commences, whichever is earlier.

6.2 Indemnity.

Lessee to indemnify and save Lessor harmless from all claims, actions, damages, liability, cost or expense arising on account of (i) any injury or damage to any person or property on the Premises or otherwise resulting from Lessee's use and maintenance and occupancy of the Premises or any part thereof or any thing or facility kept or used thereon; (ii) any violation of this Lease by Lessee; or (iii) any act, omission or misconduct of Lessee or its agents, contractors, employees, licensees, subtenants, or invitees. Lessor agrees to hold Lessee harmless from all claims, actions, damages, liability, cost or expense arising from negligence, improper maintenance, or any act, omission, or misconduct of Lessor or its agents, contractors, employees, licensees, or invitees. Notwithstanding anything herein to the contrary, Lessee's obligations under this Section 6.2 shall not commence until Quad/Graphics vacates the Premises or until a sub-lease between Lessee and Quad/Graphics commences, whichever is earlier.

6.3 Personal Property at Lessee's Risk.

To the extent permitted by law, all merchandise, furniture, fixtures, effects and property of every kind, nature, and description belonging to Lessee or to any persons claiming through or under Lessee, which may be on the Premises at any time, shall be at the Premises at the sole risk and



hazard of the Lessee, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, by theft or from any other cause, no part of said loss or damage is to be charged to or be borne by Lessor.

6.4 Assignment and/or Subletting.

Lessee shall have the right to sublease the Premises or any portion of it upon Lessor's written consent. The parties acknowledge that Lessee may sub-lease a portion of the Premises to Quad/Graphics. Lessor shall not unreasonably withhold, delay, or condition Lessee's right to sublease. Lessee shall remain responsible to Lessor for all lease obligations in the event of any default by the sublessee.

6.5 Compliance with Law.

At Lessee's sole cost and expense, to conform to and comply with all zoning, building, environmental, fire, health and other codes, regulations, ordinances or laws. Upon request, Lessee to have available for Lessor's review, documentation supporting storage and disposal of chemicals and any other hazardous materials used in the normal course of business.

6.6 Lessor's Right to Enter.

To permit Lessor and Lessor's representatives to enter into and examine the Premises and show them to prospective purchasers and mortgagees during normal business hours, upon reasonable prior notice. Any entry pursuant to this Section 6.6 will be contingent on compliance with 105 CMR 725.000 and the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012.

6.7 Yield Up.

At the expiration of the Term or upon earlier termination of this Lease: (i) to remove such of Lessee's goods and effects as are not permanently affixed to the Premises; (ii) to remove such of the alterations and additions made by such removal; (iii) peaceably to yield up the Premises and all alterations and additions thereto (except such as Lessor has requested Lessee to remove, as aforesaid) in the same order and repair as they were in the beginning of the Term of this Lease or were put in during the Term hereof, reasonable use and wear and damage by fire and casualty only excepted. Lessee shall indemnify and hold Lessor harmless against any loss, cost or damage resulting from Lessee's failure or delay in surrendering the Premises as provided in this Section.

6.8 Use.

To use the Premises only for the uses described in Section 1.2 – Permitted Uses, and not to cause, permit or suffer the emission of objectionable odors, fumes, noise or vibration from the Premises.

6.9 Additions or Alterations.

Not to make or permit any installations, alterations or additions in, to or on the Premises without the prior written consent of Lessor, such consent to not be unreasonably delayed, conditioned or withheld. Any such improvement approved by Lessor and installed by Lessee, at Lessee's sole expense, will stay with the building upon the Premises if such improvement is permanent in nature. Notwithstanding anything contained herein, if any improvement is attached to the walls, ceilings or roof, Lessee shall be allowed to remove such improvements, provided however, that upon removal of any such improvement, Lessee shall do all repair or maintenance work necessary to insure the structural integrity and weather-tightness of said wall, ceiling or roof.

6.10 Signs.

Signs at Lessee expense, subject to prior Lessor approval and in conformance with local

ordinances, such approval to not be unreasonably delayed, conditioned or withheld.. Lessee shall pay for the cost of erecting and maintaining any such sign and shall remove the same upon the termination of this Lease.

6.11 Overloading and Nuisance.

Not to injure, overload, deface or permit to be injured, overloaded or defaced, the Premises, and not to permit, allow or suffer any waste or any unlawful, improper or offensive use of the Premises or any occupancy thereof that shall be injurious to any person or property, or invalidate or increase the premiums for any insurance on the Premises.

6.12 Cost of Enforcement.

To pay on demand Lessor's costs and expenses, including reasonable attorney's fees, incurred by Landlord in enforcing any obligations of Lessee under this Lease, or in connection with any request by Lessee for Lessor's consent or approval under this Lease.

SECTION 7.

7.1 Casualty or Taking; Termination.

In the event that the Premises, or any part thereof, shall be taken by any public authority for any public use, or shall be destroyed or damaged by fire or casualty, or by the action of any public authority, and Lessor either (i) notifies the Lessee that same will not or cannot be restored or (ii) does not commence to restore the Building or the Premises in a reasonable expeditious manner, then either Lessor or Lessee may terminate this Lease. Such election shall be made by the electing party giving written notice of its election to the other party within thirty (30) days after the right of election accrues.

7.2 Restoration.

If this Lease is not terminated pursuant to Section 7.1 above, this Lease shall continue in full force and effect and Lessee shall pay a percentage ("Adjusted Rent") equal to the same percentage of the Premises which remain tenantable after the loss. However, in no event shall Lessee's adjusted monthly rent exceed an amount equal to the monthly rent set forth in Section 1.2 less the amount of compensation for loss of rent paid by Lessor's insurance carrier reduced by Lessor's costs of collecting said insurance proceeds. Lessee shall pay the adjusted rent, which may be recalculated monthly as repairs proceed, until such time as the Premises are restored to their proper condition to the extent permitted by the amount of insurance proceeds or damages recovered by Lessor and subject to zoning and building laws and ordinances then in effect.

7.3 Award.

Irrespective of the form in which recovery may be had by law, all rights to damages or compensation for the Premises shall belong to Lessor in all cases except and limited solely to damages or compensation as by the express terms of this Section 7.3 are to belong to Lessee. Lessee hereby grants to Lessor all of Lessee's rights to such damages and covenants to deliver such further assignments or endorsements as Lessor may from time to time request, except Lessee's own furniture, fixtures, improvements, and loss of business for which Lessee shall maintain its own insurance.

SECTION 8.

8.1 Events of Default; Remedies.

If (a) Lessee shall default in the performance of any of its monetary obligations under this Lease,

and if such default shall not be remedied within ten (10) business days after written notice from Lessor to Lessee, or (b) if within fifteen (15) business days after written notice from Lessor to Lessee specifying any other default or defaults, Lessee has not commenced diligently to correct such default or has not thereafter diligently pursued such correction to completion, or (c) if any assignment shall be made by Lessee for the benefit of creditors, or if a petition is filed by or against the Lessee under any provision of the Bankruptcy Code and, in the case of an involuntary petition, such petition is not dismissed within ninety (90) days, or (d) if the Lessee's leasehold interest shall be taken on execution or by other process of law, attached or subjected to any other involuntary encumbrance, then and in any of such cases Lessor and its agents and servants may lawfully, immediately or at any time thereafter, and without further notice or demand, and without prejudice to any other remedies available to Lessor for arrearages of rent or otherwise, either (i) enter into and upon the Premises or any part thereof, and repossess the same as Lessor's former estate or (iii) mail a notice of termination addressed to Lessee at the Premises, and upon such entry or mailing, this Lease shall terminate. In the event that this Lease is terminated under any of the foregoing provisions, or otherwise for breach of Lessee's obligations hereunder, Lessee covenants to pay forthwith to Lessor as compensation, the total rent reserved for the residue of the Term. In calculating the rent reserved there shall be included the value of all other consideration agreed to be paid or performed by Lessee for such residue of the Term. Lessor shall make reasonable effort to mitigate damages by finding another Lessee for the Premises, and Lessee shall not be responsible for any payments to the extent mitigated by Lessor.

And Lessee further covenants, as an additional and cumulative obligation after any such termination or entry, to pay punctually to Landlord all the sums and perform all the obligations which Lessee covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same times as if this Lease had not been terminated. In calculating the amounts to be paid by the Lessee under the foregoing covenant, Lessee shall be credited with any amount actually paid to Lessor as compensation as herein before provided and also with any additional rent actually obtained by Lessor by reletting the Premises, after deducting the expenses of collecting the same.

8.2 Lessor's Right to Cure.

If Lessee shall at any time default in the performance of any Lessee obligation under this Lease, Lessor shall have the right to perform such obligation. All sums so paid by Lessor and all necessary incidental costs and expenses in connection with the performance of any such act by Lessor shall be payable to Lessor immediately on demand. Lessor may exercise the foregoing rights without waiving or releasing Lessee from any of its obligations under this Lease.

8.3 Limitation of Remedies

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

SECTION 9

9.1 Effect of Waivers of Default.

Any consent or permission by Lessor to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by Lessor of the breach of any covenant or condition herein, shall not in any way be construed to operate so as to impair the continuing obligation of any covenant or conditions herein.

9.2 No Accord and Satisfaction.

No acceptance by Lessor of a lesser sum than the Annual Fixed Rent, Additional Rent and any other charge then due shall be deemed to be other than on account of the earliest installment of rent then due, and Lessor may accept such payment without prejudice to Lessor's right to recover the balance of such installment or pursue any other remedy available to Lessor.

9.3 Subordination.

This Lease shall be subordinate to any mortgage now or hereafter placed upon the Premises by the Lessor, and to each advance made or to be made under any such mortgage. Lessee agrees to execute and deliver any appropriate instruments necessary to confirm such subordination.

9.4 Successors and Assigns.

This Lease shall be binding upon Lessor and Lessee and their respective successors and assigns. If Lessor is a trust, Lessee agrees that only the trust estate of Lessor shall be liable for the performance of Lessor's obligations hereunder and that in no event shall any trustee or beneficiary of the trust be individually liable hereunder, and Lessee further agrees that the Lessor named herein and any subsequent Lessor shall be liable hereunder only for obligations accruing while it is the owner of the Premises. No holder of a mortgage of the Lessor's interest shall be deemed to be the owner of the Premises until such holder shall have acquired indefeasible title to the Premises.

9.5 Quiet Enjoyment.

Lessor agrees that upon Lessee paying the rent and performing and observing the agreements and the conditions herein on its part to be performed and observed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises during the Term hereof without any manner of hindrance or molestation from Lessor or anyone claiming under Lessor, subject, however, to the terms of this Lease.

9.6 Notices.

All notices for Lessor shall be addressed to Lessor at the Original Address of Lessor, or to such other place as may be designated by written notice to Lessee; and all notices for Lessee shall be addressed to Lessee at the Original Address of Lessee or to such other place as may be designated by written notice to Lessor. Subsequent to the commencement date and prior to any written notice directing otherwise, notice to Lessee may be at the Premises. Any notice shall be deemed duly given when mailed to such address postage prepaid registered or certified mail, return receipt requested, or when delivered to such address by hand.

9.7 Broker.

Lessor and Lessee represent and warrant each to the other that Tuomo Peltokangas /Commonwealth Property Associates, Inc. is the broker of record with respect to this transaction and that Lessor is responsible for compensation to said broker. Other than Tuomo Peltokangas/Commonwealth Property Associates, Inc. neither party to this Lease has employed any broker with respect to this Lease and each shall hold harmless the other from any claim for brokerage or other commission arising from any breach of the foregoing warranty.

Handwritten signature and initials, possibly "CP" and "RMM", in the bottom right corner.

In the event of a sale pursuant to the terms of this Lease, the brokerage fee for sale shall be due in full upon Lessee's completion of purchase, as evidenced by recording of transaction at Registry of Deeds. Sale fee calculation is equal to four (4%) percent of sale price, minus lease fee received by Broker for same Lessee. Lessee to provide Lessor and Lessor lender reasonable financial details.

9.8 Holding Over.

In the event Lessee or anyone claiming through the Lessee shall retain possession of the Premises or any portion thereof after the termination or expiration of this Lease, such holding over shall be as a tenant at sufferance at an occupancy and use charge equal to one hundred twenty-five (125%) percent of the Annual Fixed Rent and any Additional Rent due hereunder for the last month of the Term, otherwise subject to all of the covenants and conditions of this Lease.

9.9 Security Deposit.

The Security Deposit of \$25,000.00 paid upon commencement of this Lease will be held by Lessor for the term of this Lease in its own operating account. Upon termination of this Lease and subsequent vacancy of said Premises, a final walk through inspection will be conducted by Lessor and Lessee and a review of any damages beyond normal wear and tear will be noted and a fee associated to remedy each such finding will be determined. The Lessee will have the option to repair such deficiency to the same standard as found on the Rent Commencement Date (provided the same can be commenced and completed expeditiously) or the Lessor may use the Security Deposit to satisfy such obligation.

9.10 Partial Invalidity.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

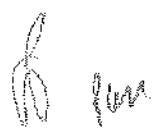
9.11 All Agreements Contained.

This Lease contains all the agreements of the parties with respect to the subject matter hereof and supersedes all prior dealings between them with respect to such subject matter.

9.12 Waiver of Subrogation.

All insurance which is carried by either party with respect to the Premises or to furniture, furnishings, fixtures or equipment therein or alterations or improvements thereto, whether or not required, if either party so requests and it can be so written, and if it does not result in additional premium, or if the requesting party agrees to pay any additional premium, shall include provisions which either designate the requesting party as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the requesting party to the extent such rights have been waived by the insured party prior to the occurrence of loss or injury. The requesting party shall be entitled to have duplicates or certificates of any policies containing such provisions. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing such provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

9.13 Estoppel Certificate.



From time to time, upon written request by the Lessor, Lessee shall execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect and that Lessee has no other defenses, offsets or counterclaims against its obligations to pay the Rent and any other charges and to perform its other covenants under this Lease.

9.14 Hazardous Waste Indemnification.

Lessee shall indemnify and hold harmless Lessor and any mortgagee from and against any loss, damage, liability, cost or expense, including without limitation, attorneys' fees, suffered by Lessor or such mortgagee by reason of release, discharge, storage or use on the Premises of any oil, hazardous materials or hazardous waste, as defined from time to time under applicable state and federal laws or regulation by Lessee, its customers, suppliers or agents.

SECTION 10

10.1 Tenant Purchase Option.

- 10.1.1 Provided Lessee is not in default of any term of condition of the Lease within the initial Lease Term, Lessee shall have the exclusive first option, exercisable by notice to the Lessor not less one hundred eighty (180) days prior to the completion of the sixty (60) month Lease Term, to purchase Lessor's fee simple interest in the Premises at the completion of said Lease Term for \$2,750,000.00
- 10.1.2 If Lessee exercises its five (5) year option to extend and, provided Lessee is not in default of any term of condition of the Lease within the initial or extended Lease Term, Lessee shall have the exclusive first option, exercisable by notice to the Lessor not less one hundred eighty (180) days prior to the completion of the one hundred twenty (120) month Lease Term (as extended), to purchase Lessor's interest in the Premises at the completion of said extended Lease Term for \$3,188,000.00
- 10.1.3 If Lessee shall purchase the Premises or any part thereof pursuant to any provision of this Lease, Lessor need not transfer and convey to Lessee or its designee any better title thereto than existed on the Commencement Date and Lessee shall accept such title, subject, however, to all liens, encumbrances, charges, exceptions, and restrictions on, against, or relating to the Premises and to applicable laws, regulations, and ordinances, but free of the lien of the mortgage and liens, encumbrances, charges, exceptions, and restrictions which have been created by or resulted from acts of Lessor without Lessee's consent.
- 10.1.4 Upon the date fixed for any such purchase of the Premises or portion thereof under this section, Lessee shall pay to Lessor at its address set forth above, or at any other place designated by Lessor, the purchase price specified herein and Lessor shall deliver to Lessee (i) a deed which describes the Premises or portion thereof then being sold to Lessee and conveys and transfers the title which is described in paragraph 10.1.3 together with (ii) such other instruments as shall be necessary to transfer to Lessee or its designee any other property then required to be sold by Lessor pursuant hereto. Lessor and Lessee shall each pay the customary charges to a Seller and Buyer incident to such conveyance and transfer, including their own counsel fees, escrow fees, recording fees, title insurance premiums, and all applicable federal, state and local taxes which may be incurred or imposed by reason of such conveyance and transfer and by reason of the delivery of said deed and other instruments. The parties agree to be bound by the title standards and the practice standards set both by the Massachusetts Real Estate Bar Association ("REBA"). Upon the completion of such purchase, but not prior thereto (whether or not any delay in the completion of or the failure to complete such purchase shall be the fault of the Lessor), this Lease and all obligations hereunder (including the obligations to pay the Fixed Annual Rent and Additional Rent) shall terminate with respect to the Premises, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which arose on or prior to such date of

and all obligations hereunder (including the obligations to pay the Fixed Annual Rent and Additional Rent) shall terminate with respect to the Premises, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which arose on or prior to such date of purchase.

SECTION 11

11.1 Captions.

The captions are used only as a matter of convenience and are not to be considered a part of this Agreement.

11.2 Successor and Assigns.

The terms "Lessor" and "Lessee" as used in this Lease include the current Lessor's and Lessee's respective heirs and assigns.

11.3 Construction and Effect.

This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, and may be cancelled, modified, or amended only by a written instrument executed by both Lessor and Lessee, and is executed in two (2) duplicate originals, one of which is to be left with Lessor and the other with Lessee.

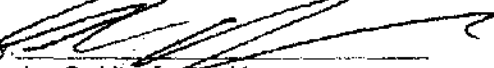
LESSOR:

774 CRAWFORD STREET REALTY TRUST

By: 
Paul G. Muzyka, Trustee

LESSEE:

ATLANTIC MEDICINAL PARTNERS INC.

By: 
Stephen Perkins, Its President

By: 
Frank Cieri, Its Treasurer

Acknowledgment of Extension of Approval Period

The undersigned parties hereby agree that Atlantic Medicinal Partners, Inc. has provided the necessary notices and made the required payments to 774 Crawford Street Realty Trust to provide for an extension of the Approval Period to March 31, 2018, as allowed under Section 2.2 of the Net Lease between the parties dated August 25, 2017.

Atlantic Medicinal Partners, Inc.

774 Crawford Street Realty Trust

By: 

Its:

3/2/18

Dated:

By: 

Its: Trustee

Dated:

3/2/2018

**TOWN OF WELFLEET**

300 MAIN STREET WELFLEET MASSACHUSETTS 02667

Tel (508) 349-0300 Fax (508) 349-0305

www.wellfleetma.org

**BOARD OF
SELECTMEN****TOWN
ADMINISTRATOR**

July 27, 2017

To Whom It May Concern

The Wellfleet Board of Selectmen met at their regularly scheduled meeting on Tuesday, July 25, 2017 to discuss the proposed medical marijuana dispensary at 1065 State Highway (Route 6) in Wellfleet.

The Selectmen had a question and answer period with the Atlantic Medicinal Partners group in which all questions were answered to their satisfaction. The audience in attendance at the meeting was also given the opportunity to comment on the proposed facility. Every comment from the Selectmen and from members of the public were positive in support of the proposed facility.

The Wellfleet Board of Selectmen voted unanimously by a vote of 5-0 to support the application for a medical marijuana dispensary in Wellfleet at 1065 State Highway (Route 6).

Sincerely,

Daniel R. Hoort
Wellfleet Town Administrator

I, Daniel R. Hoort, do hereby provide support to Atlantic Medicinal Partners, Inc., to operate a Registered Marijuana Dispensary in the Town of Wellfleet, Massachusetts. I have verified with the appropriate local officials that the proposed Registered Marijuana Dispensary is located in a zoning district that allows such use by right or pursuant to local permitting.

Daniel R. Hoort
Wellfleet Town Administrator

July 27, 2017



The City of Fitchburg
Massachusetts
OFFICE OF THE MAYOR

STEPHEN L. DINATALE
MAYOR
166 BOULDER DRIVE
FITCHBURG, MA 01420
TEL. (978) 829-1801

AARON TOURIGNY
CHIEF OF STAFF
ATOURIGNY@FITCHBURGMA.GOV
JOAN DAVID
ADMINISTRATIVE AIDE
JDAVID@FITCHBURGMA.GOV

October 18, 2017

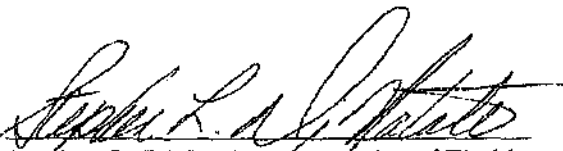
Atlantic Medicinal Partners
c/o Vicente Sederberg, LLC
1400 Hancock Street, 3rd Floor
Quincy, MA 02169

Dear Mr. Perkins,

I, Stephen, L. DiNatale, Mayor of the City of Fitchburg, do hereby provide this letter of non-opposition to Atlantic Medicinal Partners to operate a Registered Medical Marijuana Dispensary (RMD) facility 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.

Respectfully yours,


Stephen L. DiNatale, Mayor City of Fitchburg

10/19/17
Date