

MISSION MASSACHUSETTS

December 15, 2016

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

Re: Siting Profile Submission 2 of 3

To Whom It May Concern:

Per your invitation of May 20, 2016, we are attaching here a Siting Profile application (Application 2 of 3) for our dispensing RMD facility in Burlington, MA and our cultivation/processing facility in Worcester, MA.

We have included here for your consideration the Letter of Intent between Mission Massachusetts, Inc. and Patriot Power, LLC (d/b/a MandaShen Enterprises), which provides evidence of a property interest on behalf of Mission Massachusetts, Inc. Please note this transaction is not a related party transaction, as defined in the *Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance*.

Should you have any further questions, please contact me at (617) 413-0068 or [Andrew@missionpartners.co](mailto:Andrew@missionpartners.co).

Sincerely,

Andrew Thut  
CEO

RECEIVED

DEC 19 2016

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



## TOWN OF BURLINGTON

### *Board of Selectmen/Town Administrator's Office*

*John Petrin, Town Administrator*

*Betty McDonough, Office Manager*

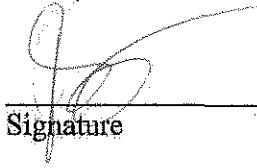
#### To Whom It May Concern:

The Burlington Board of Selectmen does hereby provide support to Mission Massachusetts, Inc. to operate a Registered Marijuana Dispensary ("RMD") in Burlington, MA. I have been authorized to provide this letter on behalf of the Burlington Board of Selectmen by a vote taken at a duly noticed meeting held on September 21, 2015.

The Burlington 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.

John D. Petrin, Town Administrator

Name and Title of Individual (of person authorized to act on behalf of council or board)



Signature

December 6, 2016

Date

Edward M. Augustus, Jr.  
City Manager



CITY OF WORCESTER

July 1, 2016

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

To Whom It May Concern:

I, Edward M. Augustus, Jr., do hereby provide non-opposition to Mission Massachusetts, Inc. to operate a Registered Marijuana Dispensary dispensing facility and cultivation facility at 640 Lincoln Street, Worcester, Massachusetts 01605.

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.

Edward M. Augustus, Jr.  
City Manager, Worcester

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

  
\_\_\_\_\_  
Signature

7-1-16  
\_\_\_\_\_  
Date



OFFICE OF THE CITY MANAGER, CITY HALL, WORCESTER, MA 01608  
TELEPHONE (508) 799-1175 | FAX (508) 799-1208  
EMAIL: [citymanager@worcesterma.gov](mailto:citymanager@worcesterma.gov)





# 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

## **SITING PROFILE:**

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

### **INSTRUCTIONS**

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

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

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

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

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

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

Department of Public Health  
Medical Use of Marijuana Program  
RMD Applications  
99 Chauncy Street, 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/updates to the submitted application materials are needed. The Department will notify the applicant whether they have met the standards necessary to receive a Provisional Certificate of Registration.

## **PROVISIONAL CERTIFICATE OF REGISTRATION**

Applicants have one year from the date of the submission of the *Management and Operations Profile* to receive a Provisional Certificate of Registration. If an applicant does not receive a Provisional of Certificate of Registration after one year, the applicant must submit a new *Application of Intent* and fee.

## **REGULATIONS**

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100.

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

## **PUBLIC RECORDS**

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

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: AFT

## 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 non-profit corporation (the “Corporation”)
- ☒ Evidence of interest in property, by location (as outlined in Section B)
- ☒ Letter(s) of local support or non-opposition (as outlined in Section C)

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## SECTION A: APPLICANT INFORMATION

1. Mission Massachusetts, Inc.  
Legal name of Corporation
2. Andrew Fisher Thut  
Name of Corporation's Chief Executive Officer
3. 369 Elm Street  
Concord, MA 01742  
Address of Corporation (Street, City/Town, Zip Code)
4. Andrew Fisher Thut  
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
5. 617-413-0069  
Applicant point of contact's telephone number
6. andrew@missionpartners.co  
Applicant point of contact's e-mail address
7. Number of applications: How many *Siting Profiles* do you intend to submit? 3

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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	1 Rounder Way Burlington, MA	Burlington
2	Cultivation	640 Lincoln Street Worcester, MA	Worcester
3	Processing	640 Lincoln Street Worcester, MA	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.*

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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

\_\_\_\_\_  
Date

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## SECTION D: LOCAL COMPLIANCE

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

The Town of Burlington has established its own requirements regarding siting for the purposes of 105 CMR 725.110(A)(14). The Town of Burlington Planning Board has confirmed that the subject parcel for our proposed facility complies with local zoning requirements articulated in Section 10.6.0 of Article X of the Town of Burlington Zoning Bylaws and will require a Special Use Permit.

The City of Worcester has established its own requirements regarding siting for the purposes of 105 CMR 725.110(A)(14). The Worcester Building and Zoning Department has confirmed that the subject parcel for our proposed facility complies with local zoning requirements articulated in Item 30 of Table 4.1 (Permitted Uses by Zoning Districts) and Note 13 thereof within the City of Worcester Zoning Ordinance and is a use by right and will not require a Special Use Permit.

Our CEO is responsible for ensuring ongoing compliance with all municipal codes, ordinances and bylaws and obtaining all licenses, permits and approvals required for the operation of our facilities. We will remain in contact with local officials to keep an open line of communication.

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## SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

Projected Start Date for the First Full Fiscal Year: 03/01/2018

	FIRST FULL FISCAL YEAR PROJECTIONS 20 18	SECOND FULL FISCAL YEAR PROJECTIONS 20 19	THIRD FULL FISCAL YEAR PROJECTIONS 20 20
Projected Revenue	\$ 5,327,252.00	\$ 8,338,316.00	\$ 10,858,062.00
Projected Expenses	\$ 5,565,823.00	\$ 8,217,651.00	\$ 10,492,963.00
VARIANCE:	\$ -238,571.00	\$ 120,664.00	\$ 365,099.00
Number of unique patients for the year	2,348	3,688	4,831
Number of patient visits for the year	52,228	81,748	106,452
Projected % of patient growth rate annually	---	57%	30%
Estimated purchased ounces per visit	.286	.287	.290
Estimated cost per ounce	\$350	\$348	\$345
Total FTEs in staffing	8	13	15
Total marijuana for medical use inventory for the year (in lbs.)	623	979	1,283
Total marijuana for medical use sold for the year (in lbs.)	623	979	1,283
Total marijuana for medical use left for roll over (in lbs.)	0	0	0

Projected date the RMD plans to open: 03/01/2018


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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(m) in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

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

  
\_\_\_\_\_  
Signature of Authorized Signatory

12/19/16  
\_\_\_\_\_  
Date Signed

Andrew Fisher Thut

\_\_\_\_\_  
Print Name of Authorized Signatory

Chief Executive Officer

\_\_\_\_\_  
Title of Authorized Signatory

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## ATTESTATIONS

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



Signature of Authorized Signatory

12/19/16

Date Signed

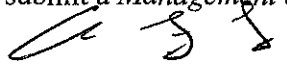
Andrew Fisher Thut

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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



Signature of Authorized Signatory

12/19/16

Date Signed

Andrew Fisher Thut

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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



\_\_\_\_\_  
Signature of Authorized Signatory

12/19/16

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Andrew Fisher Thut

\_\_\_\_\_  
Print Name of Authorized Signatory

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Title of Authorized Signatory

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December 2, 2016

David Reinfeld  
Manager, Patriot Power, LLC d/b/a MandaShan Enterprises  
1 Rounder Way, Burlington MA 01803

**RE:** *Mission Massachusetts, INC.  
1 Rounder Way  
Burlington MA*

This Letter of Intent shall confirm the commitment for Mission Massachusetts, Inc. to lease The Premises at the address stated below. By signing this letter, both parties acknowledge the acceptance of the terms below and agree to engage in good faith negotiations on a lease for the Premises, based on the acceptance of the below terms. Both parties agree that this Letter of Intent is binding in accordance with the terms herein.

**Lease Terms:**

**TENANT:** Mission Massachusetts, INC

**GUARANTOR:** MMA Capital, LLC

**LANDLORD:** Patriot Power, LLC d/b/a MandaShan Enterprises

**ADDRESS:** 1 Rounder Way, Burlington, MA 01803

**PREMISES:** First Floor (East Side): Approximately 10,000 SF, as depicted on the attached site plan (Exhibit A). Tenant agrees that the East side loading dock will be converted into the entrance for the Premises, and that the Premises will not be accessible from the center building common area.

**PRIMARY TERM:** Ten (10) Years

**OPTIONS:** Three (3) Five (5) year negative options with 180 day written notice before each option. Options to extend will be mutually held (i.e., Lease is automatically extended unless either Landlord or Tenant provides notice to terminate Lease prior to 180 days before commencement of extended term.)

**BASE RENT:** Years 1-5 of Primary Term: \$17/SF NNN  
Years 6-10 of Primary Term: \$19/SF NNN

**GROSS REVENUE:** \*\*Starting Year 2 of the Primary Term, Tenant shall pay Landlord 2.5% of all gross revenue generated by the Tenant's business. The 2.5% gross revenue is based off revenue generated in any manner from Tenant's business related to or resulting from occupancy of the Premises (1 Rounder Way). Landlord to have a right to audit any financial statements used relating to Tenant's business related to or resulting from the occupancy of the Premises.

**ADDITIONAL CHARGES:** Tenant to pay its pro-rata share of Common Area Maintenance, Taxes and Insurance based upon the gross leasable area of the premises divided by the aggregate gross leasable area of the building. CAM estimated at \$2.90/rsf. Real estate taxes estimated at \$2.25/rsf.

**LEASE EXECUTION:** Upon mutually agreeing to terms and executing a signed Lease by both parties.

**LEASE COMMENCEMENT:** Upon the condition of the Landlord's mortgagee's approval and consent, the Lease Commencement Date shall occur on the earlier of (i) the day after Tenant has obtained all necessary state and municipal permits and approvals required to operate a Registered Marijuana Dispensary (RMD) on the Premises, under strict conditions in accordance with Chapter 369 of the Acts of 2012, and 105 CMR 725.000, or (ii) June 30, 2017.

**POSSESSION:** Tenant shall have the right to possess the property upon Lease Commencement.



**RENT COMMENCEMENT:** The Rent Commencement Date shall occur on February 1, 2017.

**SECURITY DEPOSIT:**

Landlord has the right to evaluate the creditworthiness of Tenant and/or all proposed guarantors, sub-lessees, and founding entities/investors (in the event of unsatisfactory or insufficient credit history of Tenant), and any tenancy is subject to a satisfactory credit evaluation by Landlord, in Landlord's sole and exclusive discretion.

**RENT MITIGATION:** Tenant shall pay Landlord five (\$5,000.00) thousand dollars per month, commencing at lease execution. Monthly payments shall continue until the earlier of: i) the date Tenant first opens for conduct of business at the Premises, or ii) June 30, 2017.

**RENT ABATEMENT:** Payment of Rent from Tenant to Landlord shall commence on Rent Commencement date. Rent Abatement shall occur on March 1, 2017 and shall continue until the earlier of i) the date Tenant first opens for conduct of business at the Premises, or ii) June 30, 2017. During the Rent Abatement period, Tenant shall only pay for the cost of utilities used at the Premises and Rent Mitigation, as written above.

**USE & OPERATION:** Tenant shall use the premises for a Registered Marijuana Dispensary (RMD), to be further defined in Lease.

**RELOCATION:** Landlord shall not have the right to relocate Tenant.

**EXCLUSIVE USE:** Landlord agrees not to allow any other tenant in the building to operate a RMD.

**TENANT IMPROVEMENT ALLOWANCE:** Landlord shall be responsible for repaving and striping the parking lot associated with 1 Rounder Way Burlington, MA.

**SIGNAGE:** Will be per the Lease.

**CONDITION OF SPACE:** The space shall be delivered in "as is" condition, free from any Hazardous materials.

**BROKERAGE:** Landlord acknowledges Atlantic Retail Properties is the only broker involved in this transaction. Landlord shall be responsible for payment of a brokerage commission per a separate agreement.

**MUNICIPAL FEES:** Tenant will be responsible for the payment of any impact fees, sewer tap fees and any other fees required by the governing municipality for Tenant's operation, or as a result of any zoning board requirements. Moreover, Tenant will be responsible for all required ancillary costs attendant to the industry in which Tenant operates (e.g., security, landscaping, etc.) that may be required by any relevant governmental authority.

**FORFEITURE:** Notwithstanding the foregoing or anything to the contrary set forth herein, Landlord and Tenant hereby agree and acknowledge that the actual receipt by Landlord of a formal notice of forfeiture, meaning receipt of (i) a summons notice, (ii) a summons and complaint, or (iii) such other form of statutorily required notice, in each case, filed by the U.S. Attorney's Office, Department of Justice or such other governing body, regulator and/or agency with proper jurisdiction, and based upon Tenant's use of the Premises, shall trigger and immediate termination of the Lease, whereupon Tenant will vacate and surrender the Premises to Landlord within as much time as reasonably required following the date of such termination, or such earlier time if otherwise required by law.

**GO DARK:** Tenant shall have the right to cease to conduct business in the Premises, provided Tenant continues to pay rent and all other charges due under the lease as they comes due.

**SNDA:** Landlord will encourage each lender with lien rights on the Premises that are, or will be superior to the leasehold rights of Tenant pursuant to the Lease to deliver to Tenant contemporaneously with the execution of the Lease, an SNDA agreement in a





form reasonably acceptable to Tenant and such lender. Tenant understands that any Lease or sub-Lease of the Premises will require prior written approval of Landlord's mortgagee, in its sole discretion.

**MAINTENANCE:** Landlord shall keep in serviceable condition and repair the structure and exterior of the Building, the roof, the elevator(s), if any, the plumbing and electrical systems, and the heating and ventilating and air conditioning systems servicing the Building and the Premises (except for such equipment and service lines installed by Tenant and except as otherwise provided in the Lease, e.g. utilities), and any walkways, stairs, and paved areas, if any, serving the Building.

**SUBLEASE AND ASSIGNMENT:** Tenant shall be entitled, to assign or sublet the Premises or a portion thereof, to any parent, subsidiary, or affiliate of or other entity related to Subtenant, with equal or more favorable creditworthiness, with Landlord's approval in its sole discretion. Additionally, Tenant may assign this Lease, or sublet the leased Premises or any part thereof with the prior written consent of Landlord, in its sole discretion.

**LANDLORD COOPERATION:** Landlord shall cooperate with Tenant in the latter's efforts to obtain all required licenses, permits, and approvals.

**CONFIDENTIALITY:** The Parties agree to keep the existence of this letter of intent to Lease confidential through and including the date of execution of the Lease, aside from those experts, consultants, attorneys, staff, and others with a need to know, who will be subject to the same confidentiality terms as Landlord. The Parties further agree to keep confidential the terms of the subsequent lease group herein contemplated.

All other terms shall be as agreed to by the parties. Should a lease agreement acceptable to both parties not be executed and delivered to each party, this letter shall be deemed null and void and of no force or effect, and neither party shall have any liability or obligation to the other based on this letter or any discussions between the parties, whether prior to, contemporaneous with, or subsequent to the execution hereof. In any event, and notwithstanding the above, under this Letter of Intent, no party (i.e., Landlord, Tenant, Guarantor, or any affiliates or successors thereto) shall be liable under any theory, including but not limited to, contract, tort, statute, or any common law theory, for any sum to exceed the lesser of direct, actual damages or fifty thousand dollars (\$50,000.00).

Respectfully,

Landlord:

Agreed and Accepted:

Name (Printed)

DAVID REINOLD

Date

12/2/16

Tenant:

Agreed and Accepted:

Name (Printed)

ANDREW F. THUT

Date

12/2/16

## SUBLEASE AGREEMENT

THIS SUBLEASE is made between Tenant and Subtenant as of the Effective Date, identified in Section 1 below:

### 1. REFERENCE DATA and DEFINITIONS:

When used in this Sublease, the following terms will have the meanings specified in this Section 1:

1.1. **Effective Date.** The date of full execution of this Sublease, which is September 21, 2016.

1.2. **Landlord.** 640 Lincoln Street, LLC a Massachusetts limited liability company.

1.3. **Tenant.** MMA Capital, LLC a Massachusetts limited liability company. Tenant has previously entered into a lease agreement with Landlord dated July 5, 2016 (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. Section 14 of the Prime Lease authorizes sublet of the Premises by the Tenant to Mission Massachusetts, Inc.

1.4. **Subtenant.** Mission Massachusetts, Inc. a Massachusetts not-for-profit company.

1.5. **Property.** 640 Lincoln Street, Worcester, Massachusetts.

1.6. **Premises.** Approximately 24,424 rentable square feet in a building (the "Building") located at the Property as described in **Exhibit A** attached hereto and made a part hereof

1.7. **Term.** Three (3) Sublease Years, beginning on the Commencement Date.

1.8. **Commencement Date.** The date which is the earlier of (i) the day following the Subtenant's receipt of a certificate to operate a Registered Marijuana Dispensary ("RMD"), and under strict conditions in accordance with Chapter 369 of the Acts of 2012, and 105 CMR 725.000, which includes the receipt of any and all necessary special permits or otherwise from the City of Worcester to operate an RMD at the Premises and (ii) two hundred forty (240) days following the Effective Date.

1.9. **Termination Date.** The last day of the Term, as duly extended or earlier terminated. Notwithstanding the foregoing or anything to the contrary set forth herein, in the event that Tenant does not receive its approvals to operate an RMD at the Premises within three hundred sixty (360) days from the Effective Date of the Lease Agreement (July 5th, 2016), then Tenant shall so notify Landlord of the same in writing, plus provide Landlord with documented proof of such denial after diligent efforts, in which event this Sublease will be deemed terminated and the parties will be released and discharged from all further duties and obligations hereunder, excepting those that expressly survive such termination pursuant to the provisions hereof.

In the event Tenant is denied licenses/approvals necessary to operate an RMD from Department of Public Health (DPH) Tenant will have the ability to terminate this Sublease with a written re-

quest to Landlord, including the proper documentation of denial from DPH. Tenant has three hundred sixty (360) days from Lease Agreement Execution date (July 5th, 2016) to submit Landlord above referenced

**1.10. Lease Year.** Each period of twelve full (12) calendar months, beginning on the Commencement Date, if such Date is the first day of a calendar month and if not, on the first day of the first full calendar month thereafter, and on the anniversary of such date in each year thereafter. Any partial month at the commencement of the Term will be included in the first Lease Year.

**1.11. Tenant's Permitted Use.** The Premises shall be used for an RMD or any lawful purpose.

**1.12. Base Rent.**

Months	Base Rent Per Year	Rent Per Month	Per Sq. Ft
1-12	\$111,642.00	\$9,303.50	\$5.75
13-24	\$114,942.72	\$9,578.56	\$5.92
25-36	\$118,437.60	\$9,869.80	\$6.10

**1.13. Additional Rent.** Payments required for Operating Expenses and Triple Net costs and all other payments, including but not limited to Utilities, is required from Tenant hereunder, with the exception of Base Rent, will constitute Additional Rent. Base Rent and Additional Rent are sometimes referred to collectively as "Rent". Tenant shall be responsible for Tenant's Pro Rata Share of Operating Expenses and Triple Net costs from the Commencement Date through the Lease Term. Additional Rent shall be billed to Subtenant from Tenant accordingly.

**1.14. Rent Commencement Date.** No Base Rent shall be made payable from Subtenant to Tenant until ninety (90) days after the Commencement Date.

**1.15. Security Deposit** Thirty-Five Thousand One Hundred and Nine and 50/100 Dollars (\$35,109.50) deposited by Subtenant into Tenants Escrow account simultaneously with the Commencement Date of this Lease, subject to collection.

**1.16. Tenant's Notice Address.**

MMA Capital, LLC  
1 State Street, Suite 1250  
Boston, MA 02109

**1.17. Subtenant's Notice Address.**

Mission Massachusetts, Inc.  
369 Elm Street  
Concord, MA 01742

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1.18. Required Insurance Amount.** A minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit (combined primary and excess) of at least Two Million Dollars (\$2,000,000.00), or such other amounts as Landlord's lender may require, and other insurance requirements as set forth herein, provided that, not more often than once every Lease Year, Landlord may increase such amounts as is commercially reasonable. The deductible for such a liability policy shall be no higher than \$5,000 per occurrence. Subtenant shall name Landlord's lender as mortgagee and loss payee on Subtenant's insurance policy and provide evidence of the same immediately upon request of Landlord.

**1.19. Rules and Regulations.** Reasonable Rules and Regulations attached hereto or hereafter promulgated or modified by Tenant with notice to Subtenant.

**1.20. Business Hours.** Business Hours shall be in accordance with the operational permits of Tenant. The Tenant and Subtenant agree that once the Subtenant has opened for business, the Subtenant shall not be obligated to continually operate in the Premises.

**1.21. Intentionally Deleted.**

**1.22 Extension Term.** Two (2) additional consecutive periods of ten (10) and five (5) years, respectively. The rent for each lease year in each Extension Term shall be 3% greater than the previous year. Subtenant shall exercise its option to extend the Term by written notice to Tenant no later than 5:00 p.m. on the date nine (9) months prior to the Termination Date or the expiration date of the first Renewal Term, as the case may be. If Subtenant fails to provide timely notice of the exercise of its option in accordance with this Section 1.22, the Term shall expire as the Termination Date or the expiration date of the first Renewal Term, as the case may be. All terms and provisions of this sublease shall apply during the Renewal Term.

**1.23. Broker.** None.

**2. LEASE OF PREMISES; QUIET ENJOYMENT:**

Tenant leases the Premises to Subtenant, and Subtenant leases the Premises from Tenant, for the Term, at the Rent and upon the other terms, covenants and conditions of this Lease. Upon paying the Rent and observing the other obligations of Subtenant hereunder, Subtenant may peaceably occupy the Premises during the Term, without disturbance by Tenant or persons claiming through or under Tenant.

**3. TRIPLE NET LEASE; COMMON AREA MAINTENANCE; ADDITIONAL RENT:**

This Sublease is a "triple net" lease whereby the Tenant is responsible for, and hereby covenants and agrees to pay, any and all costs and expenses related to the possession and operation of the Premises as well as its Pro Rata Share of certain other Building and Property related costs. All of the Additional Rent costs for which Subtenant is liable to Tenant under this Lease shall be paid from Subtenant to Tenant upon adequate notice and invoicing (as stated above in clause 1.13). For purposes of this Sublease, all Triple Net costs including but not limited to CAM, Real Estate Taxes, Property Insurance, shall be defined as Additional Rent.

**3.1. Payment of Base Rent.** Subtenant will pay the Base Rent to Tenant in equal monthly installments in advance, on the first day of each calendar month during the Term, without notice or demand, at Tenant's Notice Address or such other address as Tenant designates by notice to Subtenant. Base Rent for any partial month at the beginning of the Term will be determined on a per diem basis at the rate applicable to the first Lease Year, and will be due on the Commencement Date.

**3.2. Real Estate Taxes.** For each tax year, and with adequate notice and invoicing from Tenant to Subtenant, Subtenant will pay to Tenant's Pro Rata Share of any Real Estate Taxes. "Real Estate Taxes" means the aggregate of all real estate taxes and any other governmental impositions which Tenant is required to pay based upon the value of or gross rents from the Property, general or special assessments, charges for sewer use or other governmental services, special district fees or taxes, and any other governmental fees and assessments imposed upon the Property, exclusive only of income and franchise taxes, whether or not such Real Estate Taxes exist or apply on the Commencement Date.

**3.3. Operating Expenses.** In each calendar year, and with adequate notice and invoicing from Tenant to Subtenant, Subtenant will pay to Tenant its Pro Rata Share of any Operating Expenses. "Operating Expenses" means all costs and expenses incurred by Tenant in the operation of the Building and Property, including but not limited to, insurance(s) for the Building and Property, , but excluding mortgage payments and other financing costs, leasing expenses, and expenses for which Tenant is directly reimbursed by third parties. The cost of any Operating Expenses that are capital in nature shall be amortized over the useful life of the improvement (as reasonably determined by Tenant), and only the amortized portions shall be included in Operating Expenses. For purposes of this Sublease, Operating Expenses will be defined as Additional Rent, as stated in Additional Rent clause 1.13.

During the sixty (60) day period following the delivery of Tenant's Statement pursuant to Section 3.5, Subtenant shall have the right, upon twenty (20) days prior written request to Tenant, at Subtenant's expense, to audit Tenant's books and records relating to said Operating Expenses and to have Subtenant's charges adjusted accordingly if such audit discloses any expenses not permitted or provided for

under this Article, or that Subtenant was charged more than its proportionate share of said Operating Expenses. Additionally, if said audit reveals that in any Lease Year the Operating Expenses billed to Subtenant were greater than 110% of the actual charge due, then Tenant shall reimburse the Subtenant for the reasonable cost of Subtenant's audit (not to exceed \$2,000), plus reimbursement for any over-charge.

**3.4. Estimated Payments.** Upon written notice from Tenant, Subtenant will make monthly or quarterly payments of Subtenant's Pro Rata Share of Real Estate Tax and/or Operating Expense increases, based upon Tenant's reasonable estimate of the required amounts.

**3.5. Year End Adjustments.** As soon as is reasonably practical after the end of each calendar year and tax year, Tenant will provide to Subtenant a statement including the actual Operating Expenses or Real Estate Taxes for such year, Subtenant's Pro Rata Share of any increases and any amounts due from Subtenant or overpayment by Subtenant, after taking into consideration any estimated payments made by Subtenant. Subtenant will pay any amount due to Tenant within thirty (30) days of receipt of Tenant's statement and Tenant will credit any overpayment against estimated payments of Real Estate Taxes and Operating Expenses next coming due. The obligations of Subtenant and Tenant hereunder will survive the expiration or other termination of this Lease.

#### **4. CONDITION OF PREMISES:**

Subtenant accepts the Premises and the Property "AS IS" and agrees that Tenant is under no obligation to make any repairs, renovations, or alterations to the Premises or the Property, except for Tenant's completion of the so-called "Tenant Improvements" as per Exhibit "B" attached hereto. Notwithstanding the foregoing, Tenant has made no representations or warranties regarding the fitness of the Premises or the Property for Subtenant's intended use or otherwise.

#### **5. USE OF PREMISES AND COMMON AREAS; ACCESS:**

Subtenant may use the Premises only for Subtenant's Permitted Use, in full compliance with applicable legal requirements and any Rules and Regulations, and Subtenant will obtain, at its sole cost and expense, any required permits, licenses and approvals from any and all governing and regulatory bodies, including but not limited to all local, state, and federal authorities required in connection with such Permitted Use. Additionally, Subtenant, at Subtenant's sole cost and expense, agrees to provide any and all additional security, as well as health and safety precautions (including managing any excess crop pursuant to cultivation activities), to the Premises necessary to carry out its Permitted Use. Subtenant may have access to the Premises during Normal Business Hours, and at other times subject to such security requirements and procedures as Tenant may reasonably deem necessary or appropriate. Subtenant will not cause or permit any waste or damage to the Premises or cause, or permit any invitee of Subtenant to cause, any waste or damage to the Property, or make any use of the Premises or the Property which, by noise, odor, vibration, nuisance, or otherwise might interfere with the use of the Property by others entitled thereto, or create any violation of local and/or state laws and/or regulations, and will maintain the Premises and the Property free and clear of liens and encumbrances attributable to the acts or omissions of Subtenant. Tenant shall have the right to enter the Premises at reasonable times on reasonable notice for the purpose of inspection, for performing Tenant's obligations and to show the Premises to prospective tenants, purchasers and mortgagees. In the event that Subtenant's use of the Premises is in violation of this provision, Subtenant shall abate such violation immediately upon notice by Tenant and Subtenant shall be responsible for all costs associated therewith. This provision

shall also be subject to Section 18 hereof. So long as the Premises is being used as an RMD or such other similar use, Subtenant hereby covenants and agrees to provide Tenant with prompt notice of the following: (i) any and all changes to the regulatory scheme surrounding such uses; (ii) any and all changes to enforcement policies, regulations and/or practices surrounding such uses and (iii) receipt by Subtenant of a threat or notice of threat of suit, action or proceeding disputing the legality of such use of the Premises by any governing body, regulator and/or agency with proper jurisdiction over the same.

**6. ALTERATIONS TO THE PREMISES:**

Subtenant will make no alterations to the Premises, except that Subtenant may make interior non-structural alterations with Tenant's prior written consent, which consent Tenant will not unreasonably withhold. Notwithstanding the foregoing, Tenant consents to Subtenant's completion of the so-called "Subtenant Improvements" as per Exhibit "C" attached hereto. Any such alterations will be made in a good and workmanlike manner and in accordance with all applicable legal requirements and any terms and conditions imposed by Tenant.

**7. MAINTENANCE OF THE PREMISES BY TENANT:**

Subtenant will maintain the Premises, including those portions of the systems of the Property which are located within and serve exclusively the Premises, in the same condition as exists on the Commencement Date or such better condition as the Premises or such systems may be placed in during the Term, in full compliance with all applicable legal requirements, and will replace any damaged glass in the windows and doors of the Premises, provided that Subtenant will not be responsible for damage caused by fire or other casualty, for reasonable wear and tear, for structural or other capital repairs or replacements or for repairs or replacements to any portion of the systems of the Property which do not serve the Premises exclusively, except for alterations and upgrades within the Premises necessary to comply with the requirements of the Americans With Disabilities Act ("ADA") arising from Subtenant's use. All such repairs will be made in a good and workmanlike manner, satisfactory to Tenant, and in compliance with all applicable legal requirements.

**8. MAINTENANCE OF PROPERTY BY LANDLORD:**

Subject to Section 20 and Section 21 below, Landlord will maintain the roof, structural elements, and exterior walls in at least the same condition as on the Commencement Date, reasonable wear and tear excepted, and will maintain in a reasonably clean and orderly condition and the exterior walkways and parking areas, if any, serving the Premises, reasonably free of ice and snow.

**9. SURRENDER OF PREMISES BY TENANT:**

On the Termination Date, Subtenant will vacate and surrender the Premises to Tenant in the same condition (except as hereinafter specifically provided) as Subtenant is required to maintain the Premises during the Term, free and clear of Subtenant's personal property and broom clean. If any of Subtenant's property remains within the Property after the Termination Date, it may be retained by Tenant without compensation, or may be removed and either stored or disposed of by Tenant and Subtenant will reimburse Tenant upon demand for all expenses incurred in connection therewith. Notwithstanding the foregoing, in no event shall the Tenant take possession, custody or control of any regulated property or assets of Subtenant that would require Tenant to be authorized to do so under Chapter 369 of the Acts of 2012 and its implementing regulations, 105 CMR 725.000 et seq., unless Tenant is actu-

ally authorized to do so or, in the alternative, so appoints a third party designee or assignee (actually authorized and so confirmed by the Massachusetts Department of Public Health) to enforce such rights hereunder.

#### **10. UTILITIES:**

Subtenant agrees to pay all charges in connection with any and all utilities, including water, gas and electricity, used by Subtenant during the Term, as Additional Rent. Tenant reserves the right to separately meter or submeter all such utilities at Subtenant's sole cost, and Subtenant shall pay such utilities with no mark-up based on the submeter or separate meter. To the extent a utility is separately metered, Subtenant shall pay all bills for such utility usage promptly upon the billing to Subtenant, and upon request of Tenant, shall provide Tenant with copies of such billings and proof of payment of such billings. To the extent a utility is submetered, Subtenant shall pay for such utility usage promptly upon billing by Tenant. Tenant reserves the right to create an escrow for estimated monthly usage, which shall be reconciled with actual usage on a quarterly basis. Tenant also reserves the right to base such utilities on a pro rata basis. If Subtenant, however, shall use water for any purpose other than for ordinary lavatory and drinking purposes, Tenant may assess a reasonable charge for the additional water so used, or install a water meter and thereby measure Subtenant's water consumption for all purposes. In the latter event, Subtenant shall pay the cost of the meter and the cost of installation thereof and shall keep such meter and installation equipment in good working order and repair. Subtenant agrees to pay for water consumed, as shown on such meter, together with the sewer charge based on such meter charges, as and when bills are rendered, and in default in making such payment Tenant may pay such charges and collect the same from Subtenant. Tenant shall incur no liability to Subtenant as a result of any loss or damage to the Premises or to Subtenant's business resulting from loss of electricity, telephone, heat or water to the Premises, or from damage caused by electrical fire, or because of leakage or damage arising from the malfunction of any pipes, those, fixtures, wires and switches, unless due to the gross negligence of Tenant. The Tenant shall be responsible for, at its own cost, for separately metering all utilities as provided herein.

#### **11. HAZARDOUS MATERIALS:**

Subtenant will not cause, or permit any other person claiming or admitted to the Property through Subtenant to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about, or transported to or from the Property. "Hazardous Materials" means any material or substance which: (a) is or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (b) contains or derives from petroleum, polychlorinated biphenyls (PCB's) or asbestos; (c) is radioactive or infectious; or (d) has toxic, reactive, ignitable or corrosive characteristics. "Environmental Laws" means all legal requirements relating to or imposing liability or standards of conduct concerning Hazardous Materials, public health and safety or the environment. Notwithstanding the foregoing, normal and reasonable quantities of Hazardous Materials generally and customarily used in connection with Subtenant's Permitted Use may be introduced to the Premises provided such Hazardous Materials are stored, used and disposed of in compliance with Environmental Laws and all other applicable legal requirements.

Subtenant will be responsible for and will hold Tenant harmless and indemnified against any claim, damage, cost, liability or penalty related to any Hazardous Materials introduced to or released on or about the Property by Subtenant or by any person claiming or admitted to the Property through Subtenant, whether or not permitted by the preceding sentence or otherwise approved by Tenant.



## **12. RISK OF LOSS; INDEMNIFICATION:**

To the maximum extent permitted by law, (a) Subtenant agrees that it will occupy the Property at its own risk, and that Tenant will not be liable to Subtenant, or to any person claiming or admitted to the Property through Subtenant, for injury or death to persons, or loss or damage to property of any nature whatsoever, and (b) Subtenant waives and will indemnify Tenant against any claim for personal injury or death or damage to property, including legal fees, reasonable attorney's fees, and expenses, by Subtenant or by any person claiming or admitted to the Property through Subtenant, while at the Property. Additionally, Subtenant shall fully and completely indemnify Tenant and any representative or employee of Tenant in connection with the Subtenant's Permitted Use.

## **13. INSURANCE:**

Throughout its occupancy, Subtenant will maintain in effect, at its sole expense, the following insurance:

**13.1. Liability Insurance.** Commercial general liability insurance in at least the Required Insurance Amount, for bodily and personal injury and property damage, including as additional insured Tenant, any general partner or other person directly liable for the obligations of Tenant, and any representative or employee of Tenant or any mortgagee of the Property designated by Tenant, such coverage to be primary and not excess or contributing or secondary to any other insurance available to Tenant or the additional insured(s).

**13.2. Contents Insurance.** Hazard insurance, covering Subtenant's personal/business/trade property and fixtures within the Premises or the Property.

**13.3. Workers' Compensation Insurance.** Workers' Compensation Insurance in accordance with the applicable legal requirements.

**13.4. Business Interruption Insurance.** Business Interruption Insurance with limits of not less than two (2) years of Rent hereunder. Notwithstanding the foregoing, Subtenant may elect to not carry Business Interruption Insurance, provided, however, in such event Subtenant shall replace Tenant from any and all liability arising during the Lease Term that would have been covered by such insurance had Subtenant elected to carry it.

**13.5. Other Insurance.** Such other types of insurance as Tenant may from time to time reasonably deem necessary.

**13.6. General Requirements.** All Subtenant insurance will be issued by insurance companies authorized to do insurance business in Massachusetts rated not less than A-VIII in Best's Insurance Guide, and will not be subject to cancellation or modification without thirty (30) days prior written notice to Tenant and to any mortgagee required to be covered.

**13.7. Waiver of Subrogation.** Each party waives any right of recovery against the other for injury or loss to property due to hazards covered by insurance to the extent of the injury or loss covered. Any policy of insurance obtained by either party and applicable to the Premises or the Property will contain a clause denying the insurer any right of subrogation against the other party.

**13.8. Certificates of Insurance.** Prior to making any entry on the Property and at least thirty (30) days prior to the expiration of any policy, Subtenant will provide certificates of insurance, in form and substance satisfactory to Tenant and Tenant's lender, establishing insurance coverage(s) as required by this Section.

Notwithstanding the foregoing, Tenant reserves the right to increase said insurance amounts and coverage(s) upon request by Tenant's lender. Upon such request by Tenant's lender, Tenant shall notify Subtenant and Subtenant shall comply with said insurance requirements and conditions. Subtenant shall supply Tenant and Tenant's lender with proof of insurance upon request and Subtenant shall also name Tenant as additional insured and Tenant's lender as mortgagee and loss payee on any said insurance policy relative to the Premises.

#### **14. TRANSFERS:**

No portion of the Premises may be sublet by the Subtenant and Subtenant's interest in this Lease shall not be assigned or otherwise transferred by Subtenant to any other person or entity, whether by sale, assignment, mortgage, operation of law, or other act of Subtenant, except with Landlord's prior written, such consent not to be unreasonably withheld. Any transfer not so permitted shall be void and shall constitute a breach of this Lease. By way of example and not limitation, Landlord shall be deemed to have reasonably withheld consent to a proposed assignment if in Landlord's opinion (i) the Leased Premises is or in any way may be adversely affected; (ii) the business reputation of the proposed assignee is unacceptable or (iii) the financial worth of the proposed assignee is insufficient to satisfy the obligations hereunder.

**14.1.** No assignment or transfer of Subtenant's interest shall release Subtenant or change Subtenant's primary liability to pay the rent and to perform all other obligations of Subtenant under this Lease. Landlord's acceptance of rent from any other person shall not be a waiver of any provisions of this Section 14. If any assignee or transferee of Subtenant's interest shall default under this Lease, Landlord may proceed directly against Subtenant without pursuing remedies against such assignee or transferee.

#### **15. RELATION OF LEASE TO MORTGAGES:**

As a condition to the Lease, the Landlord shall obtain a commercially reasonable Subordination, Non-Disturbance Agreement ("SNDA") from its present lender, Spencer Bank. Subtenant will subordinate its Lease to a future lender provided that future lender and Landlord enter into a commercially reasonable SNDA.

#### **16. REPLACEMENT MORTGAGE FINANCING:**

The Subtenant acknowledges that the Premises are currently encumbered by a mortgage which secures a loan to Landlord and may be encumbered by a replacement mortgage in the future. In the event (i) the holder of such mortgage declares a default under such loan on account of the leasing of the Premises to the Subtenant who is operating a state licensed RMD or the violation of federal law, or (ii) such loan matures and is due or Landlord desires to refinance the loan, then Landlord shall use commercially reasonable efforts to locate a commercial bank or private lender willing to make a loan to a Tenant leasing to a tenant operating Subtenant's Permitted Use. If despite using reasonable efforts the Landlord is unable to find a lender willing to refinance the Premises on market rate terms, then Landlord shall notify Tenant, and Tenant shall notify Subtenant, and Subtenant shall have a period of one hun-

dred twenty (120) days within which it may provide a replacement loan to Landlord on market rate terms.

**17. INTENTIONALLY DELETED.**

**18. TENANT DEFAULTS:**

**18.1. Events of Defaults.** Each of the following will constitute a material default by Subtenant (a "Subtenant Default"): (a) Failure by Subtenant to make any payment required under this Lease within ten (10) days of written notice that such payment is due, (b) Failure by Subtenant to maintain insurance and to provide certificates as required by this Lease, (c) Insolvency or admission of insolvency by Subtenant, the filing by or against Subtenant of any bankruptcy, or receivership proceeding under state law, or entering into or acquiescence by Subtenant to any arrangement affecting the rights of Subtenant's creditors generally, or attachment, execution or other seizure of substantially all of Subtenant's assets located at the Premises or Subtenant's interest in this Lease or the Premises, or (d) Failure by Subtenant to fulfill any other obligation under this Lease or otherwise due at law or otherwise based on Subtenant's Permitted Use, if such failure is not cured within thirty (30) days of notice from Tenant to Subtenant, or such longer period as may reasonably be necessary, not to exceed a total of one hundred (100) days, if Subtenant promptly commences and diligently pursues such cure, or such shorter period if required by law.

**18.2. Termination by Notice.** If a Subtenant Default occurs, in addition to any other rights or remedies, Tenant will have the right to terminate this Lease and recover possession of the Premises by written notice to Subtenant, effective on the date specified in such notice or, if no date is specified, on the date of receipt or first properly attempted delivery of such notice.

**18.3. Tenant's Remedies.** In addition to any other rights or remedies, if Tenant terminates this Lease for a Subtenant Default, Tenant will have the right to immediately recover and/or accelerate as damages from Subtenant: (a) any amounts owing from Subtenant to Tenant at the time of termination, (b) all of Tenant's expenses, including reasonable legal fees, including attorney's fees, incurred in recovering possession of the Premises and in proving and collecting the sums due from Subtenant hereunder, (c) the amount by which the payments required under this Lease for the balance of the Term, including Base Rent, and reasonably anticipated Real Estate Taxes and Operating Expenses, exceed the fair market rent for the Premises, including tax and operating expense increases, for the balance of the Term, determined as of the date of such termination, adjusted to its present value at a reasonable discount rate, and (d) the actual or reasonably anticipated expense to Tenant of preparing and re-letting the Premises. Tenant shall also have the right to enter the Premises and to perform any obligation as to which a Subtenant Default has arisen, without being deemed to have cured such Subtenant Default and without liability to Subtenant, and Subtenant shall reimburse Tenant for any cost and expense thus incurred promptly upon demand as Additional Rent and/or damages hereunder. In lieu of the damages recoverable under clause (c) above, Tenant may immediately recover, as liquidated damages and sole remedy for clause (c) damages, an amount equal to the total of Base Rent, and Real Estate Taxes and Operating Expenses payable by Subtenant with respect to the twelve (12) full calendar months preceding termination. Tenant is required to mitigate damages; however, Tenant will not be required to give priority to the Premises in renting, or to rent on terms or to any person not otherwise acceptable to Tenant.

**18.4. Security Deposit.** Tenant may apply the Security Deposit to remedy any Subtenant Default and/or to compensate Tenant for any damages which Tenant suffers as a result of such Subtenant Default, without being deemed to have cured such Subtenant Default or waived further damages in connection therewith. Immediately upon demand, Subtenant will deposit cash with Tenant in an amount equal to any portion of the Security Deposit applied by Tenant as aforesaid. Tenant will not be required to keep the Security Deposit separate from its general accounts and Subtenant will not be entitled to interest on the Security Deposit. Within thirty (30) days after the Termination Date and vacation of the Premises by Subtenant in accordance with the terms of this Lease, the Security Deposit, or such part as remains after application of this Section, will be returned to Subtenant. Both parties acknowledge that the Massachusetts security deposit law shall not apply to any amounts deposited with Tenant under this Lease.

## **19. LANDLORD DEFAULTS:**

**19.1. Events of Default.** Failure by Tenant to observe any of its obligations under this Lease, or a material breach of any warranty or representation by Tenant, will constitute a default (a "Tenant Default") only if such failure continues for a period of thirty (30) days (and such additional time as may be reasonably necessary for Tenant to remedy such failure) after Tenant receives notice of such failure from Subtenant, setting forth in reasonable detail the nature and extent of Tenant's failure and identifying the provisions of this Lease alleged to have been violated.

**19.2. Subtenant's Remedies.** If a Tenant Default occurs and such Tenant Default directly affects and materially impairs Subtenant's use and enjoyment of the Premises for the Permitted Uses, Subtenant may make such repairs within the Premises and in common areas adjacent to the Premises necessary to restore Subtenant's use, and Tenant will reimburse Subtenant for the reasonable and necessary third party costs thus incurred by Subtenant upon receipt from Subtenant of a statement of such costs in reasonable detail and such backup materials as Tenant may reasonably request. Except as aforesaid, Subtenant shall have no right to self-help. In no event will Tenant be liable for punitive damages, lost profits, business interruption, speculative, consequential or other such damages.

**19.3. Independent Covenants.** Except as specifically provided herein, the obligations of Subtenant under this Lease, including the obligation to pay Base Rent and Additional Rent, and the obligations of Tenant, are independent and not mutually dependent covenants and the failure of Tenant to perform any obligation hereunder will not justify or empower Subtenant to withhold Rent, except as provided in the preceding Section 18, or to terminate this Lease unless the Tenant Default constitutes a constructive eviction.

## **20. EMINENT DOMAIN:**

(a) If the whole of the Property or the Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the Property or the Premises shall be so taken as to render the remainder thereof unusable for the purposes for which the Property or the Premises was leased, then the Subtenant shall have the right to terminate this LEASE on thirty (30) days' notice to the Tenant within ninety (90) days after the date of such taking. In the event that this Lease shall terminate or be terminated, the rental shall, if and as necessary, be equitably adjusted.

(b) If any part of the Property or the Premises shall be so taken and this Lease shall not terminate or be terminated under the provisions of subparagraph (a) hereof, then the minimum rental shall be equitably apportioned according to the space so taken, and the Tenant shall, at its own cost and expense, restore the remaining portion of the Property or the Premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and shall make all repairs to the building in which the Property or the Premises is located to the extent necessary to constitute the building a complete architectural unit, provided that such work shall not exceed the scope of the work required to be done by the Tenant in originally constructing such building and the cost thereof shall not exceed the proceeds of its condemnation award.

(c) All compensation awarded or paid upon such a total or partial taking of the Property or the Premises shall belong to and be the property of the Tenant without any participation by the Subtenant; provided, however, that nothing contained herein shall be construed to preclude the Subtenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the Subtenant or loss of business.

## **21. CASUALTY:**

If the Property or Premises is destroyed or damaged by fire or other casualty, Tenant will restore the Property and the Premises (not including fixtures, modifications and additions installed or required to be installed by Subtenant), as soon thereafter as is reasonably practical in light of the circumstances then prevailing, including the time required to collect insurance proceeds and to obtain any governmental approvals required for restoration, and subject to any other matters beyond the reasonable control of Tenant, and the Rent will be abated, in part or in whole, based on the proportion of the Premises rendered unusable, until the earlier of the time at which Tenant has substantially completed its restoration or the date on which Subtenant resumes use of the damaged portion of the Premises, provided that, in no event will Tenant be required to expend more for restoration of the Property or the Premises than the net amount of insurance or taking proceeds actually available to Tenant for such purposes. If restoration of the Premises is not substantially completed within the aforesaid one hundred eighty (180) day period, Subtenant may elect to terminate this Lease on thirty (30) days' written notice to Tenant, effective on the thirtieth (30<sup>th</sup>) day after such notice if substantial completion of restoration does not occur within such thirty day period.

## **22. NOTICES:**

All notices under this Lease will be in writing and will be given: (a) by hand, with written acknowledgement of receipt, (b) by Federal Express, Express Mail or other nationally recognized overnight delivery service which provides verification of delivery, charges prepaid, or (c) by United States certified mail, postage prepaid, return receipt requested, in each case addressed to Tenant or Subtenant at the Notice Address set forth in Section 1. Either party may change their Notice Address by notice given in accordance herewith.

## **23. BROKERS:**

Subtenant represents that Subtenant has dealt with no broker in connection with this Lease except the Broker, if any, named in Section 1, and agrees to hold Tenant harmless and indemnified from

all claims for brokerage due to any person with whom such Subtenant has dealt in breach of such representation. Tenant will be solely responsible for the payment of the brokerage commission due to any Broker named in Section 1.

**24. LIMITATION ON LIABILITY:**

The recourse of Subtenant against Tenant for any claim related to this Lease will extend only to Tenant's interest in the Property and the uncollected rents and profits therefrom. No personal liability for any such claim will be enforceable against Tenant or persons related to Tenant or against any other property. Additionally, in no event shall Tenant be liable for Subtenant for any loss of business or any indirect or consequential damages suffered by Subtenant from whatever cause. In the event of a transfer of Tenant's interest in the Property, the transferring Tenant will be automatically released from all liability related to this Lease accruing after such transfer.

**25. MISCELLANEOUS PROVISIONS:**

**25.1. Amendments and Waivers.** This Lease may not be amended except by a writing, duly executed by both parties and approved in writing by any First Mortgagee having approval rights, and no waiver or consent will be effective unless in writing and signed by Tenant. A waiver or consent by Tenant hereunder will apply only to the specific instance in which granted and not to any other instance, however similar.

**25.2. Interpretation.** Both parties acknowledge that they have fully read and understood this Lease and have had the opportunity to consult counsel to the extent they deemed necessary, and no provision of this Lease will be construed in favor or against either party by virtue of such party being the drafter of such provision. Enumeration of some but not all items of a class should not be construed as excluding others, notwithstanding the absence of the phrase "without limitation" or words of like meaning.

**25.3. Invalid Provisions.** If any provision of this Lease is finally determined by a court of competent jurisdiction to be in violation of law or otherwise invalid, this Lease will be deemed amended to the limited extent necessary to cure such violation or invalidity and will be interpreted, as thus amended, so as to implement the intentions of the parties to the greatest extent possible.

**25.4. Time of the Essence; Force Majeure.** Time is of the essence as to all rights and obligations of the parties hereunder unless specifically provided to the contrary. Notwithstanding the foregoing, if either party fails to perform an obligation hereunder, other than the obligation of Subtenant to pay Rent and Additional Rent when due, which failure results from causes beyond the reasonable control of such party, including, without limitation, labor problems, contractor disputes, legal requirements, unavailability of equipment, fixtures or materials, casualty, or disruption or unavailability of utilities or services (a "Force Majeure Event"), the amount of time for performance of such obligation shall be extended by the amount of time such performance is delayed by reason of such Force Majeure Event.

**25.5. Jurisdiction; Governing Laws; No Counterclaim.** Any action by Subtenant against Tenant will be instituted in the state courts of Massachusetts under Massachusetts law, and Tenant will have personal jurisdiction over Subtenant for any action brought by Tenant in Massachusetts by service to Subtenant's Notice Address. If Tenant commences any summary proceeding for possession,

Subtenant will not interpose any counterclaim which is not mandatory or attempt to consolidate such proceeding with another proceeding which includes a claim or counterclaim against Tenant.

**25.6. Successors and Assigns.** The benefits and burdens of this Lease will extend to the original Tenant and Subtenant and to their respective successors and assigns, who will be included within the terms "Tenant" and "Subtenant" as used herein, provided that no transferee from Subtenant in violation of the provisions of this Lease will be entitled to any of the rights or benefits of a Subtenant hereunder.

**25.7. Estoppel Certificates.** Each of the parties, within fifteen (15) days of written request from the other, shall provide a certificate identifying this Lease and any amendments hereto, setting forth the amount of the then current monthly installment of Base Rent and of any Security Deposit held hereunder, stating whether this Lease remains in effect, whether there are any defaults by Tenant or Subtenant, whether any Rent has been paid more than thirty (30) days in advance, whether Subtenant is in possession and paying Rent, whether Subtenant claims any off-sets or credits or has any other defenses to the payment of Rent hereunder, and containing such other reasonable and customary information as may be requested.

**25.8. Entire Agreement.** This Lease contains the entire agreement of the parties respecting the Premises and the Property and there are no other agreements or understandings between the parties regarding the subject matter of this Lease, any prior agreements being merged herein and superseded.

*(The remainder of this page is intentionally left blank. Signatures to follow on next page.)*

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

**TENANT,**

**MMA CAPITAL, LLC**

Joshua N Rosen  
Joshua N Rosen (Sep 21, 2016)

By: Joshua Rosen, Manager

**SUBTENANT,**

**MISSION MASSACHUSETTS, INC.**

A. F. Thut  
Andrew F Thut (Sep 21, 2016)

By: Andrew Thut, CEO



## **EXHIBIT A**

24,424 rentable square feet of space, as shown on floor plans attached hereto, located within the Building on the Property situated 640 Lincoln Street, Worcester MA more particularly described in the deed recorded with the Worcester Registry of Deeds in Book: 52409, Page: 350.







## **EXHIBIT B**

### **[Tenant Improvements]**

In concert with the Landlord, develop and fully build out an RMD at the Premises pursuant to certain plans, specifications, drawings and building methods [to be] approved by Landlord. Landlord and Subtenant shall execute a work letter agreement memorializing the administration and completion of the Subtenant Improvements prior to the commencement thereof by Subtenant.

**EXHIBIT C**

[Subtenant Improvements]

None









# MMA Worcester Sublease

Adobe Sign Document History

09/21/2016

Created:	09/21/2016
By:	Leise Rosman (leise@4front-advisors.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzQXUVkvJNtgnWOWDBXsEVTEFB4uq6rPB

## "MMA Worcester Sublease" History

-  Document created by Leise Rosman (leise@4front-advisors.com)  
09/21/2016 - 1:06:58 PM PDT - IP address: 97.91.250.69
-  Document emailed to Joshua N Rosen (josh@4frontventures.com) for signature  
09/21/2016 - 1:07:55 PM PDT
-  Document viewed by Joshua N Rosen (josh@4frontventures.com)  
09/21/2016 - 1:22:24 PM PDT - IP address: 66.249.84.204
-  Document e-signed by Joshua N Rosen (josh@4frontventures.com)  
Signature Date: 09/21/2016 - 1:22:51 PM PDT - Time Source: server- IP address: 184.176.145.210
-  Document emailed to Andrew F Thut (andrew@missionpartners.co) for signature  
09/21/2016 - 1:22:52 PM PDT
-  Document viewed by Andrew F Thut (andrew@missionpartners.co)  
09/21/2016 - 1:38:29 PM PDT - IP address: 70.215.15.74
-  Document e-signed by Andrew F Thut (andrew@missionpartners.co)  
Signature Date: 09/21/2016 - 1:39:50 PM PDT - Time Source: server- IP address: 70.215.15.74
-  Signed document emailed to Joshua N Rosen (josh@4frontventures.com), Andrew F Thut (andrew@missionpartners.co) and Leise Rosman (leise@4front-advisors.com)  
09/21/2016 - 1:39:50 PM PDT



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