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August 23, 2018

RECEIVED

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

**VIA IN HAND DELIVERY**

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

**Re: Supplemental Information for RMD Application (1 of 3)  
Valley Green Grow, Inc.**

Dear Director Harter:

I write on behalf of Valley Green Grow, Inc. regarding its Application (1 of 3) to operate a Registered Marijuana Dispensary in North Adams, Massachusetts. In response to your Request For Information dated July 20, 2018, kindly find the following requests and responses contained herein. Further, enclosed herein are updates to the Management Operations Profile for Valley Green Grow, Inc.

**A. RESPONSES TO 07/20/2018 REQUEST FOR FURTHER INFORMATION**

*1. Please provide information regarding the management company Emerald Ventures, LLC and its experience in providing management services and services to medical use of marijuana organizations, including cultivation and security services.*

**Response to Request No. 1:**

Emerald Ventures, LLC is a duly organized Massachusetts Limited Liability Company with a principal place of business located at 1600 Osgood Street, North Andover, MA 01845. As detailed in the "Administrative and Management Services Agreement" previously supplied to the Department of Public Health ("DPH"), Emerald Ventures, LLC will act as the management and operations arm for Valley Green Grow, Inc.

Emerald Ventures, LLC shares several common executives with Valley Green Grow, Inc., including its Chief Executive Officer (Dr. Jeffrey Goldstein), Chief Operations Officer (Tom Regan) and Chief Cultivation Officer (Harry von Duijne), all of whom (i) have been previously vetted by the DPH's Medical Marijuana Program as part of Valley Green Grow,

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Inc.'s Management Operations Profile; and (ii) provide a breadth of experience in the cannabis industry, including, but not limited to: cultivation, management, security and operations. The COO of Emerald Ventures, LLC previously held executive roles with Winkanda, LLC, one of the largest cannabis companies in the United States, with six (6) operational dispensaries and one of the largest marijuana extraction facilities in the United States. The CCO of Emerald Ventures, LLC was previously the Chief Grower at Bedrocan Medicinal Cannabis Center, which produces medical grade cannabis under contract for the Dutch Ministry of Health.

Further, Ryan Winnill, the Security Director of Emerald Ventures, LLC has worked in numerous security roles involving anti-terrorism, homeland security and the cannabis industry. Mr. Winnill previously served as the Homeland Security Specialist for the Commonwealth of Massachusetts Executive Office of Public Safety (EOPS) and with the U.S. Department of Homeland Security. Mr. Winnill's security consultant experience includes work with the Department of Defense, Federal Bureau of Investigation, Massachusetts State Police, Boston Police Department, United States Secret Service, Massachusetts Department of Public Health, District of Columbia Homeland Security and Emergency Management Agency, U.S. Coast Guard, Center for Disease Control and Prevention, and the Massachusetts National Guard among others.

**2. *The applicant states in its cover letter that it has amended Section 4.1.7 of the Net Lease to comply with the requirements for visitors under 105 CMR 110(A)(1) and (C)(4). However, the stated provisions in the amended Net Lease are not in compliance with 105 CMR 110(A)(1) and (C)(4). Please amend to lease to be in compliance with these regulations.***

**Response to Request No. 2:**

See Attachment 1, which includes the edited Amended and Restated Net Lease in full. Section 4.1.7 of the lease has been amended to comply with 105 CMR 110(A)(1) and (C)(4), as follows:

4.1.7 Landlord's Conditional Right to-Enter. Subject to the provisions herein, the Landlord and its agents may, in the presence of a designated agent of the Tenant, enter the Premises with the Tenant's advance consent, to examine the Premises, to make such repairs and replacements as Landlord may elect, without, however, any obligation to do so, and to perform inspections and tests relating to compliance with environmental laws. Any entrance to the Premises or limited access area therein shall require Landlord and/or its agents to: (a) log in and out upon entrance to and exit from the Premises, respectively, with Tenant's designated agent; and (b) obtain and wear an identification badge provided by Tenant's designated agent, which shall be visibly displayed at all times while in the Premises and returned at the time of exiting the Premises.

Note that the Amended and Restated Net Lease includes VGG North Adams, LLC as landlord. See the response to Question 3, below, for further details regarding VGG North Adams LLC's ownership interest in the subject property.

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**3. *Before a Provisional Certificate of Registration is issued, the applicant must submit the deed for the North Adams property so as to demonstrate that Ozzy Properties, Inc. owns the site and is able to lease the property to Valley Green Grow, Inc.***

See Attachment 2 for the Assignment of Purchase and Sale Agreement, from Ozzy Properties, Inc. to VGG North Adams, LLC; and Attachment 3 the deed demonstrating that VGG North Adams, LLC owns the site at 1499 South State Street, North Adams, Massachusetts.

See Attachment 4, which includes the Certificate of Organization for VGG North Adams, LLC, which is under common management and control of Ozzy Properties, Inc.

**Response to Request No. 3:**

**4. *Before a Provisional Certificate of Registration is issued, and if the applicant remains a non-profit corporation, the applicant must submit appraisal of the North Adams property's rental value by a Massachusetts licensed real estate appraiser specializing in commercial property for the Net Lease demonstrating compliance with the non-profit requirements of the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.***

**Response to Request No. 4:**

Please be advised that Valley Green Grow, Inc. has initiated the process of converting from a M.G.L. c.180 non-profit corporation to domestic business corporation, as authorized by Section 72 of Chapter 55 of the Acts of 2017. On or about July 31, 2018, Valley Green Grow, Inc. provided the Department of Public Health with its "Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation," which were later certified and stamped by the department on August 1, 2018.

Valley Green Grow, Inc. will provide copies of the above-referenced Articles filed with the Massachusetts Secretary of State and a Certificate of Good Standing when available.

It is anticipated that the completion of such conversion by Valley Green Grow, Inc. will alleviate the requirement for: (i) non-profit compliance; and (ii) submission of the documentation requested in Request No. 4 above.

**5. *Please note that the Department has initiated the verification process for the letter of non-opposition from the Mayor of North Adams. We are awaiting responses so that it may be completed. We will notify the applicant if further information is needed.***

**Response to Request No. 5:**

No response required. Please be in touch if any further information is required regarding the non-opposition letter.

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**B. UPDATES TO PERSONNEL & MANAGEMENT OPERATIONS PROFILE**

Please be advised that Valley Green Grow, Inc. has made the following personnel updates:

**Chief Financial Officer:** Doug Shaffer (successor of Mark Frechette)  
**Security Director:** Ryan Winmill (successor of Jack Garvin)

Please see Attachments 5 for the relevant updates to the Management Operations Profile.

A sealed envelope is enclosed herein with the relevant Background Authorization materials and a check for \$790.00 payable to Creative Services Inc.

Thank you for your attention to this matter.

Very truly yours,

RUBERTO, ISRAEL & WEINER, P.C.

By:  Adam R. Barnosky, Esq.

Enclosures

cc: Valley Green Grow, Inc. (via Email)  
Michael D. Rosen, Esq.

**Valley Green Grow, Inc. (Application 1 of 3)**

**ATTACHMENT 1**

**AMENDED AND RESTATED NET LEASE AGREEMENT**

**AMENDED AND RESTATED NET LEASE**

**ARTICLE I**

**Reference Data**

1 Subjects Referred To. Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.1.

Date of this Lease: As of February 1, 2018

Premises: A certain parcel of land, with the buildings and other improvements now existing or to be constructed thereon (the "Buildings"), known as and numbered 1499 South State Street, North Adams, Massachusetts, and more particularly described in Exhibit A.

Landlord: VGG North Adams L.L.C.  
1600 Osgood Street  
North Andover, MA 01845

Tenant: Valley Green Grow, Inc., a Massachusetts non-profit corporation  
1600 Osgood Street  
North Andover, MA 01845

Original Term: Twenty (20) years and three (3) months

Extension Provisions: Three (3) extension option periods, each for a five (5) year term.

Commencement Date: June 1, 2018

Rent Commencement Date: September 1, 2018

Annual Fixed Rent Rate: Base Rent shall be equal to the total of the following amounts: \$120,000 per year, increasing by 3% per annum on the anniversary date hereof

Permitted Uses: Cannabis cultivation and registered marijuana dispensary or any other use allowed by right or by special permit

Public Liability Insurance Limits: Combined single limit of \$2,000,000 per occurrence for loss of life, bodily and personal injury and property damage

1.2 Exhibits. The Exhibits listed below in this section are incorporated in this Lease by reference and are to be construed as a part of this Lease:

EXHIBIT A.	Description of Premises
EXHIBIT B.	Title Exceptions
EXHIBIT C.	Purchase and Sale Agreement

## ARTICLE II

### Premises and Term

2.1 Premises. Landlord hereby leases and demises to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises. Tenant agrees to accept the Premises in their "as is" condition, without representation or warranty by Landlord as to said condition or the suitability of the Premises for Tenant's purposes.

2.2 Term.

(a) TO HAVE AND TO HOLD for a term beginning on the Commencement Date and continuing for the Term, unless sooner terminated as hereinafter provided.

(b) Tenant shall have the option to extend the Term for three (3) additional periods of five (5) years each (the "Extended Term"), said option to be exercised by giving written notice to Landlord of such exercise on or before that date which is 180 days prior to the expiration of the original Term or the Extended Term, as the case may be, provided that this Lease is in effect and Tenant is not in default hereunder beyond any applicable grace period. All of the provisions, covenants and conditions of this Lease shall continue to apply during each such Extended Term, with the exception, however, that the Annual Fixed Rent Rate shall be the then fair rental value of the Premises determined as follows: Landlord and Tenant shall attempt to agree upon such fair rental value. If the parties have not agreed in writing as to the rent on or before the ninetieth (90th) day preceding the commencement date of the appropriate extension period, then the fair rental value shall be determined by arbitration as provided herein. Each party shall appoint an arbitrator within thirty (30) days after written notice from either party of the necessity for arbitration, and shall advise the other party of the choice. On

the failure of either party to appoint an arbitrator within said thirty (30) day period or ten (10) days after notification of the appointment by the other party (whichever is later), the person appointed as arbitrator may appoint an arbitrator to represent the party which has not appointed an arbitrator. The two arbitrators appointed in either manner shall then proceed to determine the fair rental value. In the event of their inability to reach a result within thirty (30) days of their appointment they may select a third arbitrator, in which event an award by two of the three arbitrators shall be binding upon the parties. If the two arbitrators are unable to agree within thirty (30) days of their failure to reach a result, they shall petition a court of competent jurisdiction to appoint such third arbitrator. Landlord and Tenant shall each pay one-half of the expenses and reasonable fees of the arbitrators, and shall be bound by their award. The decision of the arbitrators may be entered in any court of competent decision. In no event, however, shall the Annual Fixed Rent Rate be less than charged during the last year of the immediately prior term hereof.

### ARTICLE III

#### Rent

3.1 The Fixed Rent. Tenant covenants and agrees to pay rent to Landlord at the address of Landlord or at such other place or to such other person or entity as Landlord may by notice to Tenant from time to time direct, at the Annual Fixed Rent Rate, in equal installments of 1/12th of the Annual Fixed Rent Rate, in advance on the first day of each calendar month included in the Term, together with ; and for any portion of a calendar month at the beginning or end of the Term, at that rate payable in advance for such portion.

3.2 Additional Rent. This Lease is an absolute NET LEASE, and Landlord shall not be obligated to pay any charge or bear any expense whatsoever against or with respect to the Premises except to the extent hereinafter provided, nor shall the rent payable hereunder be subject to any reduction or offset whatsoever on account of any such charge or otherwise except as hereinafter provided. In order that the Fixed Rent shall be absolutely net to Landlord, Tenant covenants and agrees to pay, as Additional Rent, taxes, betterment assessments, insurance costs, utility charges, and capital reserves with respect to the Premises as provided in this Section 3.2 as follows:

3.2.1 Real Estate Taxes. Tenant shall pay, directly to the authority charged with collection thereof: (i) all taxes, assessments (special or otherwise), levies, fees, water and sewer rents and charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time prior to or during the Term hereof, imposed or levied upon or assessed against: (A) the Premises, (B) any Fixed Rent, Additional Rent or other sum payable hereunder or (C) this Lease, or the leasehold estate hereby created, or which arise in respect of the operation, possession or use of the Premises; (ii) all gross receipts or similar taxes imposed or levied upon, assessed against or measured by any Fixed Rent, Additional Rent or other sum payable hereunder; (iii) all sales, value added, use and similar taxes at any time levied, assessed or payable on account of the acquisition, leasing or use of the Premises; and (iv) all charges for utilities furnished to the Premises which may become a lien on the Premises (collectively "taxes and assessments" or if singular "tax or assessment"). If any tax or assessment levied against the Premises may legally be paid in installments, Tenant may elect to pay such tax or assessment in installments. For each tax or assessment period, or installment period thereof, wholly included in the Term, all such payments shall be made by Tenant not less than five days prior to the last date on which the same may be paid without interest or penalty; provided that for any fraction of a tax or assessment period, or installment period thereof, included in the Term at the beginning or end thereof, Tenant shall pay to Landlord, within 10 days after receipt of invoice therefore, the fraction of taxes and assessments so levied or assessed or becoming payable which is allocable to such included period. Tenant shall promptly after payment thereof furnish Landlord proof of payment of all items in this Section 3.2.1 which are payable by Tenant.

If Tenant shall deem itself aggrieved by any such tax or assessment, and shall elect to contest the payment thereof, Tenant may make such payment under protest or, if postponement of such payment will not jeopardize Landlord's title to the Premises nor prejudice Landlord's rights with respect to abatement proceedings, Tenant may postpone the same provided that it shall secure such payment and the interest and penalties thereon and the costs of the contest of the tax or assessment, or of the proceedings or the suit in which such contest may be had, by causing to be delivered to Landlord cash or other security satisfactory

to Landlord or a bond of indemnity of a good and solvent surety company, in form and amount reasonably satisfactory to Landlord.

Either party paying any tax or assessment shall be entitled to recover, receive and retain for its own benefit all abatements and refunds related thereto, unless it has previously been reimbursed by the other party. Any abatement or refund related to a tax or assessment the payment of which was apportioned between the parties shall be first applied to the costs of securing such abatement or refund, and the balance shall be apportioned in like manner. Neither party shall discontinue any abatement proceedings begun by it without first giving the other party notice of its intent so to do and reasonable opportunity to be substituted in such proceedings. Notwithstanding any other provision of this Lease to the contrary, neither party paying any tax or assessment shall make such payment in such an amount, in such a manner, or at such a time as would prejudice any abatement proceeding unless failure to make such payment would jeopardize either party's interest in the Premises in which case payment shall be made so that such interest is not so jeopardized.

Nothing contained in this Lease shall, however, require Tenant to pay any franchises corporate, estate, inheritance, succession capital levy or transfer tax of Landlord, or any income, profits or revenue tax or charge upon the rent payable by Tenant under this Lease (other than any tax referred to in clause (ii) above) unless (a) such tax is imposed, levied or assessed in substitution for any other tax or assessment which Tenant is required to pay pursuant to this Section 3.2.1, or (b) if at any time during the Term of this Lease, the method of taxation shall be such that there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received from the Premises and/or any tax or assessment measured by or based, in whole or in part, upon such rents or measured in whole or in part by income from the Premises, or upon the value of the Premises or any present or future improvement or improvements on the Premises, in which case all such taxes and assessments or the part thereof so measured or based ("Substitute Taxes"), shall be payable by Tenant, provided however, Tenant's obligation with respect to the aforesaid Substitute Taxes shall be limited to the amount thereof as Computed at the rates that would be payable if the Premises were the only property of Landlord. Landlord shall promptly furnish to Tenant a copy of any notice of any public, special or betterment assessment received by Landlord concerning the

Premises.

3.2.2 Insurance. Tenant shall take out and maintain throughout the Term the following insurance protecting Landlord as a named insured and with such additional insureds as Landlord from time to time may designate by notice to Tenant, the premiums under which shall be Additional Rent:

3.2.2.1 All-risk insurance covering all Buildings and improvements now existing or hereafter erected upon the Premises, and all equipment fixtures, motors, machinery, furnishings and furniture installed in or used in connection with the Premises, with such additional endorsements as may be necessary to include coverage for vandalism and malicious conduct, floods, water damage, earthquake and debris removal and demolition in an amount at least equal to the replacement cost of all such Buildings, improvements, equipment, fixtures, motors, machinery, furnishings and furniture, as such replacement cost may from time to time be determined by agreement or by appraisal made at Tenant's expense by an accredited insurance appraiser approved by Landlord which may be required by either party whenever three years have elapsed since the last such agreement or appraisal, or when alterations or additions increasing cost have been made. Said policy shall contain an "agreed amount" clause or endorsement, and the amount of insurance shall not in any event be less than the agreed amount.

3.2.2.2 Rental value or similar insurance against abatement or loss of rent in an amount equal to at least all the Fixed Rent and Additional Rent payable for one year under this Article III.

3.2.2.3 Comprehensive general liability insurance indemnifying Landlord and Tenant against all claims and demand for any injury to person or property, which may be claimed to have occurred on or about the Premises, or on the sidewalks or ways adjoining the Premises, in amounts which shall, at the beginning of the Term, be at least equal to the limits set forth in Section 1.1, and, from time to time during the Term, shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located on property similar to the Premises and used for similar purposes; and workers' compensation insurance with statutory limits covering all of Tenant's employees working on the Premises.

3.2.2.4 Insurance against loss or damage from sprinklers and from leakage or explosion or cracking of boilers, pipes carrying steam or water, or both, pressure vessels or similar apparatus, in the so-called "broad form" and in such amounts as Landlord may reasonably require. Also, insurance against such other hazards as may from time to time be required by any bank, insurance company or other lending institution holding a first mortgage on the Premises, provided that such insurance is customarily carried in the area in which the Premises are located on property similar to the Premises and used for similar purposes.

3.2.2.5 At all times during the Term during the course of any construction or renovation of any improvements or alterations on the Premises, completed value form, "all physical loss", builder's risk insurance on all work being performed on the Premises, in such amounts as Landlord may reasonably require to afford one hundred percent (100%) coverage against loss, and owner's contingent or protective liability insurance, covering claims not covered by or under the terms of the above-mentioned comprehensive general liability insurance, with combined single limit coverage at least equal to the limits set forth in Section 1.1, or such higher limits as Landlord may reasonably require, and workers' compensation insurance covering all persons working on the job site or in connection with such construction.

3.2.2.6 Policies for insurance required under the provisions of Sections 3.2.2.1, 3.2.2.2, 3.2.2.4 and 3.2.2.5 (except as to liability and workers' compensation insurance under Section 3.2.2.5) shall, in case of loss, be first payable to the holders of any mortgages on the Premises under a standard noncontributing mortgagee's clause, and shall also provide for the adjustment of claims with the insurers under such policies by Landlord and the holders of any first mortgage on the Premises, if, any. All policies of insurance required under this Section 3.2.2 shall be deposited with the holder of any mortgage on the Premises or with Landlord, as Landlord may elect.

3.2.2.7 At any time that there is construction taking place in or about the Premises the Tenant shall also obtain Builder's Risk Coverage in amounts and upon such terms as Landlord may reasonably require.

3.2.2.8 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, shall include provisions which either designate

the other party as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the other party to the extent such rights have been waived by the insured party prior to occurrence of loss or injury, insofar as, and to the extent that such provisions may be effective without making it impossible to obtain insurance coverage from responsible companies qualified to do business in the state in which the Premises are located (even though extra premium may result therefrom). In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the request of one party, this non-subrogation provision is waived as to such party, then the obligation of reimbursement by such party shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section 3.2.2.8 shall derogate from or otherwise affect releases elsewhere herein contained of either party for claims. Each 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 said nonsubrogation provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance. Tenant shall not acquire as insured under any insurance carried on the Premises any right to participate in the adjustment of loss or to receive insurance Proceeds and agrees upon request promptly to endorse and deliver to Landlord any checks or other instruments in payment of loss in which Tenant is named as payee.

All policies required under this Section 3.2.2 shall be obtained from responsible companies qualified to do business, in the state in which the Premises are located and in good standing therein, which companies and the amount of insurance allocated thereto shall be subject to Landlord's approval. Tenant agrees to furnish Landlord with policies of all such insurance prior to the beginning of the Term hereof and of each renewal policy at least 30 days prior to the expiration of the policy it renews. Each such policy shall be non-cancelable with respect to the interest of Landlord and the holders of any mortgages on the Premises without at least 30 days' prior written notice thereto. In the event provision for any such insurance is to be by a blanket insurance policy, the policy shall allocate a specific amount of coverage to the Premises, which allocation shall be sufficient in amount to satisfy the requirements of this

Section 3.2.2. In the event that Landlord obtains any policies required hereunder, Tenant shall reimburse Landlord immediately upon notice the entire cost of such insurance.

3.2.3 Utilities. Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for water, sewer, gas, electricity, telephone and other utilities or services used or consumed on the Premises, whether called charge, tax, assessment, fee or otherwise, including, without limitation, water and sewer use charges and taxes, if any, all such charges to be paid as the same from time to time become due. It is understood and agreed that Tenant shall make its own arrangements for such utilities and that Landlord shall be under no obligation to furnish any Utilities to the Premises and shall not be liable for any interception or failure in the supply of any such utilities to the Premises.

3.2.4 Capital Expenditures. At the discretion of the Landlord, Tenant shall pay such amounts as Landlord reasonably estimates are necessary to fund a reserve to cover the cost of future capital expenditures which may be required to be expended in order to maintain the buildings and structures now existing or to be constructed, in substantially similar condition as they are in on the date that a Certificate of Occupancy has been issued and Tenant is allowed to lawfully open for business. Such reserves shall take into consideration the useful life of all such structures and improvements when determining monthly reserve payments, and shall set forth such amount, and the basis therefor in a writing to Tenant at least 30 days prior to commencement of such charges. Tenant shall pay such charges on a monthly basis as part of its Additional Rent hereunder.

3.2.5 Monthly Estimated Payments. Landlord may estimate Additional Rent and provide Tenant a written notice of the amount thereof, to be paid by Tenant on a monthly basis, at the same time that Fixed Rent is due and payable. Within ninety (90) days of the end of each calendar year, Landlord will prepare an accounting and notify Tenant of any excess or deficiency in Additional Rent, which amount shall be paid (or refunded, as the case may be) within 15 days of the date of such notice.

3.3 Late Payment of Rent. If any installment of Fixed Rent or payment of Additional Rent is paid after the date the same was due, it shall bear interest from the due date at the rate of twelve (12%) percent per annum and shall be subject to a late charge of five percent (5%) of the overdue amount.

## ARTICLE IV

### Tenant's Additional Covenants

4.1 Affirmative Covenants. Tenant covenants at its sole expense at all times during the Term and for such prior or subsequent time as Tenant occupies the Premises or any part thereof:

4.1.1 Perform Obligations. To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Fixed Rent and Additional Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

4.1.2 Use. To use the Premises only for the Permitted Uses, and from time to time to procure all licenses and permits necessary therefore at Tenant's sole expense.

4.1.3 Repair and Maintenance. Except as otherwise provided in Article V, to keep the Premises, including, without limitation,

(i) all roofs on the Buildings and all parking, sidewalks, curbing, landscaping and other exterior elements of the Premises,

(ii) all heating, plumbing, hot water, ventilating, electrical, air-conditioning, refrigeration, security, alarm; elevator, mechanical and other fixtures, and equipment now or hereafter in the Buildings, on the roofs thereof or elsewhere on the Premises (collectively, the "Building Systems"), and

(iii) all structural elements of, and floors within the Buildings, in good order, condition and repair (including, as to the floors within the Buildings, free of heaves) and in at least as good order, condition and repair as they are in on the Commencement Date or may be put in during the Term, reasonable use and wear only excepted; to maintain in good condition all lawns and planted areas and keep in good repair and clean and neat and free of snow and ice all surfaced roadways, walks, and parking and loading areas; and to make all repairs and replacements and to do all other work necessary for the foregoing purposes whether the same may be ordinary or extraordinary, foreseen or unforeseen. Tenant shall secure, pay for and keep in force contracts with appropriate and reputable service companies providing for the regular and proper maintenance of the security, alarm, elevator, heating, ventilating refrigeration and air-

conditioning systems and copies of such contracts shall be furnished to Landlord. It is further agreed that the exception of reasonable use and wear shall not apply so as to permit Tenant to keep the Premises in anything less than suitable, tenantable, and efficient and usable condition considering the nature of the Premises and the use reasonably made thereof, or in less than good and tenantable repair.

4.1.4 Compliance with Law. To make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority; to keep the Premises equipped with all safety equipment so required; to pay all municipal, county, or state taxes assessed against the leasehold interest hereunder, or against personal property of any kind on or about the Premises; and to comply with the orders, regulations, variances, licenses and permits of or granted by governmental authorities with respect to zoning, building, fire, health, environmental and other codes, regulations, ordinances or laws applicable to the Premises, and the condition, use or occupancy thereof, except that Tenant may defer compliance so long as the validity of any such order, regulation, code, ordinance or law shall be contested by Tenant in good faith and by appropriate legal proceedings, if Tenant first gives Landlord appropriate assurance reasonably satisfactory, to Landlord against any loss, cost or expense on account thereof, and provided such contest shall not subject Landlord to criminal penalties or civil sanctions, loss, of property or material civil liability.

4.1.5 Tenant's Work. Tenant shall be permitted to construct Buildings for Tenant's permitted use hereunder pursuant to plans and specifications to be submitted to Landlord for its review and approval, and to procure at Tenant's sole expense all necessary permits and licenses before undertaking any work on the Premises; to do all such work in compliance with the applicable provisions of Section 4.2.3 hereof; to do all such work in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, building, fire, health and other codes, regulations, ordinances and laws; to furnish to Landlord prior to the commencement of any such work a bond or other security acceptable to Landlord assuring that any work commenced by Tenant will be completed in accordance with plans and specifications approved in writing by Landlord, and that no liens for labor or materials will attach to the Premises with respect to any such work; to pay

promptly when due the entire cost of any work on the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; to employ for such work one or more responsible contractors whose labor will work without interference with other labor working on the Premises; to require such contractors employed by Tenant to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance covering such contractors on or about the Premises in amounts that at least equal the limits set forth in Section 1.1 and to submit certificates evidencing such coverage to Landlord prior to the commencement of such work; and to save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

4.1.6 Indemnity. Tenant shall defend, with counsel approved by Landlord, all actions, against Landlord, any partner, trustee, stockholder, officer, director, employee or beneficiary of Landlord, holders of mortgages on the Premises and any other party having an interest in the Premises (herein, "Indemnified Parties") with respect to, and shall pay, protect, indemnify and save harmless, to the extent permitted by law, all Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature (a) to which any indemnified Party is subject because of its estate or interest in the Premises or (b) arising from: (i) injury to or death of any person, or damage to or loss of property, on or about the Premises or on adjoining sidewalks, streets or ways, or connected with the use, condition or occupancy of any thereof, (ii) violation by Tenant of this Lease, (iii) any act, fault, omission, or other misconduct of Tenant or its agents, contractors, licensees, subleases or invitees, or (iv) any contest initiated by Tenant referred to in Sections 3.2.1 and 4.1.4.

4.1.7 Landlord's Conditional Right to-Enter. Subject to the provisions herein, the Landlord and its agents may, in the presence of a designated agent of the Tenant, enter the Premises with the Tenant's advance consent, to examine the Premises, to make such repairs and replacements as Landlord may elect, without, however, any obligation to do so, and to perform inspections and tests relating to compliance with environmental laws. Any entrance to the Premises or limited access area therein shall require Landlord and/or its agents to: (a)

log in and out upon entrance to and exit from the Premises, respectively, with Tenant's designated agent; and (b) obtain and wear an identification badge provided by Tenant's designated agent, which shall be visibly displayed at all times while in the Premises and returned at the time of exiting the Premises.

4.1.8 Personal Property at Tenant's Risk. All of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises, shall be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord, except that Landlord shall in no event be indemnified or held harmless or exonerated from any liability to Tenant or to any other person for any injury, loss, damage or liability to the extent prohibited by law.

4.1.9 Payment of Landlord's Cost of Enforcement. To pay on demand Landlord's expenses, including reasonable attorneys fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease as provided in Section 6.4.

4.1.10 Yield Up. Subject to the requirements of Section 6.7. at the expiration of the Term or earlier termination of this Lease: to surrender all keys to the Premises, to remove all furnishings, fixtures, equipment and other personal property now or hereafter located in the Premises, purchased or leased by Tenant with its own funds, which are not affixed to the Building or Land or which Landlord has agreed in writing that Tenant may remove at the expiration of the Term, to remove such installations made by Tenant as Landlord may request and all Tenant's signs wherever located, to repair all damage caused by such removal and to yield up the Premises (including all installations and improvements made by Tenant, except for trade fixtures, and such of said installations or improvements as Landlord shall request Tenant to remove), broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of this Lease. Subject to Section 6.7, any property not so removed shall be deemed abandoned and may be retained by

Landlord or may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by Landlord in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. For each day after the expiration of the Term, or the earlier termination of this Lease, and prior to Tenant's performance of its obligation to yield up the Premises under this Section 4.1.10, Tenant shall pay to Landlord as rent an amount equal to two hundred (200%) percent of the Fixed Rent computed on a daily basis, together with all Additional Rent payable with respect to each such day. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's delay in surrendering the Premises, as above provided.

4.1.11 Estoppel Certificate. Upon not less than 15 days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, addressed to such party as Landlord shall designate in its notice to Tenant, certifying that this Lease is unmodified and in full force and effect and that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Fixed Rent and Additional Rent and any other charges and to perform its other covenants under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets or counter claims, setting them forth in reasonable detail), the dates to which the Fixed Rent and Additional Rent and other charges have been paid and a statement that Landlord is not in default hereunder (or if in default, the nature of such default, in reasonable detail) Any such statement delivered pursuant to this Section 4.1.11 may be relied upon by any prospective purchaser or mortgagee of the Premises, or any prospective assignee of any such mortgagee.

4.1.12 Landlord's Expenses Regarding Consents. To reimburse Landlord promptly on demand for all reasonable legal expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder.

4.1.13 Financial Statements. Tenant shall furnish to Landlord and to any holder of a mortgage on the Premises as Landlord may designate by notice to Tenant, within 30 days after receipt of Landlord's written request therefore, (i) a current balance sheet for the most recently completed full or partial fiscal year of operation of Tenant on the Premises, and (ii) an annual operating statement, both certified by the Chief Operating Officer of Tenant and in form and

detail satisfactory to Landlord and to any such holder of a mortgage. If expressly required by a prospective mortgagee or purchaser of the Premises, and requested by Landlord in writing, Tenant shall at such time as the same are available to Tenant, deliver to Landlord annual financial statements for the most recently completed fiscal year of Tenant, prepared and audited by a certified public accountant.

4.2 Negative Covenants. Tenant covenants at all times during the Term and for such further time as Tenant occupies the Premises or any part thereof:

4.2.1 Assignment and Subletting. Not to assign, transfer, mortgage or pledge this Lease or to grant a security interest in Tenant's rights hereunder, or to sublease (which term shall be deemed to include the granting of concessions and licenses and the like) or permit anyone other than Tenant to occupy all or any part of the Premises or suffer or permit this Lease or the leasehold interest hereby created or any other rights arising under this Lease to be assigned, transferred or encumbered, in whole or in part, whether voluntarily, involuntarily or by operation of law, unless, in each instance (i) the prior written consent of Landlord thereto shall have been obtained, (ii) any defaults with respect to the obligations of Tenant under this Lease then existing with respect to the obligations of Tenant under this Lease which have continued uncured beyond any grace period applicable thereto shall have been cured, (iii) in the case of a proposed assignment, sublease or occupancy by another, the proposed assignee, sublease or occupant is qualified to do business in the state in which the Premises are located and such assignee, subleasee, or occupant executes and delivers to Landlord an agreement satisfactory to Landlord by which such assignee, sub lessee or occupant shall be bound by and shall assume all the obligations of Tenant under this Lease relating to the portion or all of the Premises acquired by such assignee, sub lessee or occupant; and (iv) Tenant receives the prior permission and approval of the Department of Public Health or the Cannabis Control Commission, whichever is then applicable, of such assignment or sublet. Tenant may assign this Lease or sublet any portion or all of the Premises to any corporation, partnership, trust, association or other business or organization (x) directly or indirectly controlling and beneficially owning Tenant, (y) directly or indirectly controlled by and beneficially owned by Tenant, or to any successor of Tenant by merger, consolidation or acquisition of substantially all of the assets of Tenant, without the prior written consent of

Landlord as required in (i) above, provided that (a) Tenant shall deliver to Landlord at least 30 day's advance notice of such proposed assignment or sublease, (b) in the case of a merger, consolidation or sale, the net worth of Tenant's successor (determined in accordance with generally accepted accounting principles) immediately after such merger, consolidation or sale shall be at least equal to the net worth of Tenant (similarly determined) immediately prior to such merger, consolidation or sale.

If for any assignment or sublease or occupancy by another, Tenant receives rent or other consideration, either initially or over the term of the assignment, sublease or occupancy, in excess of the rent called for hereunder, or in case of sublease of part of the Premises, in excess of such rent fairly allocable to the part so subleased, after appropriate adjustments to assure that all other payments called for hereunder are appropriately taken into account, Tenant shall pay to Landlord, as Additional Rent, 75% of the excess of each such payment of rent or other consideration received by Tenant promptly after its receipt.

In the event of a proposed subletting, Tenant's request for Landlord's consent shall constitute an offer to Landlord to release from this Lease that portion of the Premises proposed to be sublet, which offer Landlord may accept within 30 days after receipt. If Landlord accepts such offer, this Lease shall be deemed to have been amended by deleting such portion from the Premises and by reducing the Fixed Rent by an amount equal to the product of the Fixed Rent multiplied times a fraction, the numerator of which shall be equal to the net rentable floor area of such portion deleted from the Premises and the denominator of which shall be equal to the net rentable floor area of the Premises including the deleted portion. Thereafter, for all purposes of this Lease the Premises shall mean the balance of the premises demised hereunder, following deletion of the affected portion thereof, and all Additional Rent payable hereunder shall be adjusted pro-rata, accordingly. Such amendment shall be effective on the proposed effective date of the sublease as specified in Tenant's request for consent. Tenant shall be responsible for all changes in leasehold improvements, including doors and demising walls, required by such amendment, which changes shall be constructed in accordance with the relevant provisions of Section 4.1.5 and Section 4.2.3, and Tenant shall at all times provide reasonable and appropriate access through the balance of the Premises demised hereunder to such deleted portion of the Premises and use of any common facilities lying within the said

balance of the Premises. Landlord's failure to accept Tenant's offer to release shall not constitute a consent to the proposed subletting.

In the event of a proposed assignment of this Lease, Tenant's request for Landlord's consent shall constitute an offer to Landlord to terminate this Lease, which offer Landlord may accept within 30 days after receipt. Landlord's failure to accept Tenant's offer to terminate shall not constitute a consent to the proposed assignment.

Any attempted assignment, transfer, mortgage, pledge, grant of security interest, sublease or other encumbrance, except as permitted by this Section 4.2.1, shall be void. No assignment, transfer, mortgage, grant of security interest, sublease or other encumbrance, whether or not approved, and no indulgence granted by Landlord to any assignee, sub lessee or occupant shall in any way impair Tenant's continuing primary liability (which after an assignment or subletting shall be joint and several with the assignee or sub lessee of Tenant hereunder, and no approval in a particular instance shall be deemed to be a waiver of the obligation to obtain Landlord's approval in any other case.

4.2.2 Overloading and Nuisance. Not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor make, allow or suffer any waste; not to dump, flush, or in any way introduce any hazardous substances or any other toxic substances into the septic, sewage or other waste disposal system serving the Premises; not to generate, store, use or dispose of hazardous or toxic substances in or on the Premises, or dispose of hazardous or toxic substances from the Premises to any other location, or commit or suffer to be committed in or on the Premises any act which would require the filing of notice pursuant to Chapter 21E of the Massachusetts General Laws, without the prior written consent of Landlord and then only in compliance with any and all Federal, state and local laws and ordinances regulating such activity; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate any of Landlord's insurance; nor conduct any auction, fire, "going out of business" or bankruptcy sales. "Hazardous substances" and toxic substances", as used in this paragraph, shall have the same meanings as defined and used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; in the Hazardous Materials Transportation Act, 49 U.S.C. §1802; in the Toxic

Substances Act, 15 U.S.C. §2601 et seq.; and in the regulations adopted and publications promulgated pursuant to said Acts.

4.2.3 Installation, Alterations or Additions. Not to make any installations, alterations or additions in, to or on the Premises (including, without limitation, the Buildings, lawns, planted areas, walks, roadways, parking and loading areas):

- (i) affecting any of the Building Systems and costing in excess of \$100,000,
- (ii) affecting any structural column or wall or other structural element of a Building or the exterior appearance of a Building, or
- (iii) as to any installation, alteration or addition not included in clause (i) or clause (ii) above, costing in excess of \$100,000, without on each occasion obtaining the prior written consent of Landlord, and then only pursuant to plans and specifications approved by Landlord in advance in each instance.

## ARTICLE V

### Casualty or Taking

5.1 Termination. In the event that the Premises, or any material part thereof, shall be taken by any public authority or for any public use, then this Lease may be terminated at the election of Landlord or Tenant. Such election, which may be made notwithstanding the fact that Landlord's entire interest may have been divested, shall be made by the giving of notice by the party so electing to the other within 30 days after the right of election accrues. In the event the Premises shall be destroyed or damaged, in whole or in part, by fire or casualty (i) during the term hereof and either (y) any lender shall refuse to allow the insurance proceeds to be used to restore the Premises or (z) the casualty is such that the Premises cannot be reasonably restored within twenty four (24) months from the date of such casualty; or (ii) during the final three years next preceding the expiration of the Term hereof, and such damage or destruction shall amount to twenty-five percent (25%) or more of the replacement cost of the Premises (exclusive of land), or (iii) during the last year of the Term hereof, and such damage or destruction shall amount to ten percent (10%) or more of such replacement cost (exclusive of land), this Lease may be terminated, subject to Section 6.7, at the election of either Landlord or Tenant, provided that notice in writing of such election shall be sent by the

party so electing to the other within 30 days after such destruction or damage has occurred. Upon termination as aforesaid by either party hereto, this Lease and the Term hereof shall cease and come to an end, and any unearned rent or other charges paid in advance shall be refunded to Tenant. Notwithstanding the foregoing provisions of this Section 5.1, if, at the time of such destruction or damage, the option to extend the Term set forth in Section 2.2 shall be available to Tenant and may be elected by Tenant under the provisions of said Section 2.2, and if Tenant shall elect to extend the Term in accordance therewith within 20 days after receiving a notice of termination from Landlord pursuant to this Section 5.1, then in such case Landlord's notice shall be void and of no effect and Landlord shall repair and restore the Premises in accordance with Section 5.2.

5.2 Restoration. If neither Landlord nor Tenant is entitled to, or exercises a right to, terminate this Lease pursuant to Section 5.1 above, this Lease shall continue in force and a just proportion of the rent reserved, according to the nature and extent of the damages sustained by the Premises, but not in excess of the net proceeds of insurance recovered by Landlord under the rental value or similar insurances carried by Tenant pursuant to Section 3.2.2.2, shall be suspended or abated until the Premises, or what may remain thereof, shall be put by Landlord in proper condition for use, which Landlord covenants to do with reasonable diligence to the extent permitted by the net proceeds of insurance recovered (plus any deductible) or damages awarded for such taking, destruction or damage and subject to zoning and building laws or ordinances then in existence. "Net proceeds of insurance recovered or damages awarded" refers to the gross amount of such insurance or damages less the reasonable expenses of Landlord in connection with the collection of the same, including without limitation, fees and expenses for legal and appraisal services.

5.3 Award. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Landlord in all cases, except only as to such damages which are solely attributable to Tenant's furniture, fixtures or equipment which rights shall be reserved for Tenant. Tenant hereby grants to Landlord all of Tenant's rights to such damages and covenants to deliver such further assignments thereof as Landlord may from time to time request.

## ARTICLE VI

### Defaults

6.1 Events of Default. (a) If Tenant shall default in the performance of any of its obligations to pay the Fixed Rent or Additional Rent hereunder and if such default shall continue for 10 days after notice from Landlord designating such default, or if within 30 days after notice from Landlord to Tenant specifying any other default or defaults Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, or (b) if Tenant or any present or future guarantor of all or any portion of Tenant's obligations under this Lease (a "Guarantor") becomes insolvent or fails to pay its debts as they fall due, or (c) if (except as may be permitted under this Lease) a trust mortgage or assignment is made by Tenant or by any Guarantor for the benefit of creditors, or (d) if Tenant or any Guarantor proposes a composition, arrangement, reorganization or recapitalization with creditors, or (e) if the leasehold estate under this Lease or any substantial part of the property of Tenant or of any Guarantor is taken on execution, or by other process of law, or is attached or subjected to any other involuntary encumbrance and such attachment or encumbrance is not discharged within 20 days thereafter, or (f) if a receiver, trustee, custodian, guardian, liquidator or similar agent is appointed with respect to Tenant or any Guarantor, or if, subject to Section 6.7, any such person or a mortgage, secured party or other creditor takes possession of the Premises or of any substantial part of the property of Tenant or of any Guarantor, and, in either case, if such appointment or taking of possession is not terminated within 30 days after it first occurs, or (g) if a petition is filed by or with the consent of Tenant or of any Guarantor under any federal or state law concerning bankruptcy, insolvency, reorganization, arrangement, or relief from creditors, or (h) if a petition is filed against Tenant or against any Guarantor under any federal or state law concerning bankruptcy, insolvency, reorganization, arrangement, or relief from creditors, and such petition is not dismissed within 30 days thereafter, or (i) if Tenant or any Guarantor which is a legal entity dissolves or is dissolved or liquidates or adopts any plan or commences any proceeding, the result of which is intended to include dissolution or liquidation, then, and in any of such cases, Landlord and the

agents and servants of Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter and without demand or notice and with or without process of law (forcibly, if necessary), subject to the express requirements of Section 6.7, enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, Tenant hereby waiving all statutory rights (including without limitation rights of redemption, if any, to the extent such rights may be lawfully waived) and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

6.2 Remedies. In the event that this Lease is terminated under any of the provisions contained in Section 6.1 or shall be otherwise terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the residue of the Term over the rental value of the Premises for said residue of the Term. In calculating the rent reserved there shall be included, in addition to the Fixed Rent and Additional Rent, the value of all other considerations agreed to be paid or performed by Tenant for said residue. Tenant further covenants as additional and cumulative obligations after any such termination to pay punctually to Landlord all the sums and to perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the next preceding sentence Tenant shall be credited with the portion of any amount paid to Landlord as compensation as in this Section 6.2 provided, allocable to the corresponding portion of the Term and also with the net proceeds of any rent obtained by Landlord by reletting the

Premises (with such reletting being subject to Section 6.7 below), after deducting all Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may, but shall not be obligated to, subject to Section 6.7 (i) relet the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to relet the same, (ii) make such alterations and repairs in the Premises as Landlord in its reasonable judgment considers advisable or necessary to relet the same, and (iii) keep the Premises vacant unless and until Landlord is able to rent the Premises to a Tenant which is at least as desirable and financially responsible as Tenant is on the date of this Lease, on terms not less favorable to Landlord than those of this Lease. No action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings under any federal or state law relating to bankruptcy or insolvency or reorganization or arrangement, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than the amount of the loss or damages referred to above.

6.3 Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

6.4 Landlord's Right to Cure Defaults. Subject to Section 6.7, Landlord may, but shall not be obligated to, cure, at any time, following 10 days prior notice to Tenant, except in cases of emergency when no notice shall be required, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default shall be paid by Tenant to Landlord as

Additional Rent on demand, together with interest thereon at the rate provided in Section 3.3 from the date of payment by Landlord to the date of payment by Tenant.

6.5 Effect of Waivers of Default. Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by Landlord of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach by Landlord, or by Tenant, unless such waiver be in writing signed by the party to be charged. No consent or waiver, express or implied, by Landlord to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

6.6 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Fixed Rent, Additional Rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, unless Landlord elects by notice to Tenant to credit such sum against the most recent installment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed a waiver, an agreement or an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

6.7 The Parties acknowledge that only those authorized to possess and handle marijuana for medical use pursuant to Ch. 369 of the Acts of 2012 and its implementing regulations, 105 CMR 725.00 et. seq., and its successor statute, Ch. 55 of the Acts of 2017, are permitted to possess regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement. Therefore the Landlord must seek and obtain approval from

Department of Public Health or its successor agency, the Cannabis Control Commission, before Landlord and/or Landlord's agents may lawfully, in addition to and not in degradation of any remedies from any preceding breach of this Lease, enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects without being deemed guilty of any manner of trespass.

## ARTICLE VII

### Mortgages

7.1 Rights of Mortgage Holders. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments evidencing other voluntary liens or encumbrances, and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. The word "holder" shall mean a mortgagee, and any subsequent holder or holders of a mortgage. Until the holder of a mortgage shall enter and take possession of the Premises for the purpose of foreclosure, which may only be undertaken with the prior approval of the Department of Public Health or its successor agency, the Cannabis Control Commission, such holder shall have only such rights of Landlord as are necessary to preserve the integrity of this Lease as security. Upon entry and taking possession of the Premises for the purpose of foreclosure, with such action taken with the prior approval of the Department of Public Health or the Cannabis Control Commission, as applicable, such holder shall have all the rights of Landlord. Notwithstanding any other provision of this Lease to the contrary, including without limitation Section 8.4, no such holder of a mortgage shall be liable either as mortgagee or as assignee, to perform or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such holder shall enter and take possession of the Premises for the purpose of foreclosure. Upon entry for the purpose of foreclosure, such holder shall be liable to perform all of the obligations of Landlord accruing from and after such entry, subject to and with the benefit of the provisions of Section 8.4, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under said

provisions to the owner of the Premises. No Fixed Rent, Additional Rent or any other charge shall be paid more than 10 days prior to the due dates thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee and Tenant shall be liable for the amount of such payments to such mortgagee.

The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a holder of a mortgage (including, without limitation, the covenants and agreements contained in this Section 7. 1) constitute a continuing offer to any person, corporation or other entity, which by accepting a mortgage subject to this Lease, assumes the obligations herein set forth with respect to such holder; such holder is hereby constituted a party of this Lease as an obligee hereunder to the same extent as though its name were written hereon as such; and such holder shall be entitled to enforce such provisions in its own name. Tenant agrees on request of Landlord to execute and deliver from time to time any agreement which may be necessary to implement the provisions of this Section 7.1.

7.2 Subordination. This Lease is and shall be subject and subordinate to all mortgages which may now or hereafter affect the Premises and to all renewals, refinancings, modifications, replacements and extensions thereof (hereinafter called "Superior Instruments"). The provisions of this Section 7.2 shall be self-operative and no further instrument of subordination shall be required in confirmation of such subordination, Tenant shall promptly execute and deliver at its own cost and expense any instrument, in recordable form if required, that Landlord, the holder of any Superior Instrument or any of their respective successors in interest may request to evidence such subordination, within ten days after such request.

The provisions of the paragraph next above are subject to the understanding and express condition precedent that the subordination described therein shall not be or become effective for any purpose as regards any Superior Instrument unless and until the holder thereof shall execute, acknowledge and deliver to Tenant a non-disturbance agreement in recordable form binding on such holder and on future holders of such Superior Instrument, wherein said holder shall agree to recognize the rights of Tenant under this Lease and to

accept Tenant as tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings.

If the interest of Landlord under this Lease is transferred by reason of foreclosure or other proceedings for enforcement of any Superior Instrument, then Tenant will attorn to the purchaser of the Premises, subject to Section 6.7, pursuant to said proceedings and perform for its benefit all of the terms, covenants and conditions of this Lease on Tenant's part to be performed with the same force and effect as if it were the landlord originally named in this Lease. The foregoing provisions of this paragraph shall inure to the benefit of all holders of Superior Instruments and any such purchaser of the Premises, and no further instrument shall be required to give effect to said provisions. Tenant, however, upon demand of any such holder of a Superior Instrument or purchaser agrees to execute, from time to time, within ten days after a request therefore, instruments in confirmation of the foregoing provisions of this paragraph satisfactory to any such holder of a Superior Instrument or purchaser acknowledging such attornment.

Any holder of a Superior Instrument may at any time and from time to time elect to have this Lease made prior to such Superior Instrument and, upon notification of such election from such holder to Tenant, this Lease shall have priority over such Superior Instrument, whether this Lease is dated, executed, delivered and/or recorded prior or subsequent to the date such Superior Instrument is dated, executed, delivered and/or recorded.

## ARTICLE VIII

### Miscellaneous Provisions

8.1 Notices from One Party to the other. All notices required or permitted hereunder shall be in writing and addressed, if to the Tenant, at the Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, at the Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant. Any notice shall be deemed duly given when mailed to such address postage prepaid, registered or certified mail, return receipt requested, by recognized overnight delivery carrier, or when delivered to such address by hand.

8.2 Quiet Enjoyment. Landlord represents and warrants that it is seized of an indefeasible

estate in fee simple to the Premises, free and clear of liens, restrictions, agreements and other encumbrances, except as set forth on Exhibit B. Landlord agrees that upon Tenant's paying the rent and performing and observing the terms, covenants, conditions and provisions on its part to be performed and observed, Tenant shall and may peacefully and quietly have, hold and enjoy the Premises during the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

8.3 Lease not to be Recorded. Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute. If this Lease is terminated before the Term expires the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Lease, and Tenant hereby appoints Landlord its attorney-in-fact, coupled with an interest, with full power of substitution to execute such instrument.

8.4 Bind and inure: Limitation of Landlord's Liability. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Premises. The obligations of Landlord shall be binding upon the assets of Landlord which comprise the Premises but not upon other assets of Landlord. No individual partner, trustee, stockholder, officer, director, employee or beneficiary of Landlord shall be personally liable under this Lease and Tenant shall look solely to Landlord's interest in the Premises in pursuit of its remedies upon an event of default hereunder, and the general assets of Landlord and of the individual partners, trustees, stockholders, officers, employees or beneficiaries of Landlord shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Tenant.

The next preceding sentence shall not limit the right of Tenant to name Landlord or any individual partner or trustee thereof as party defendant in any action or suit in connection with this Lease so long as no personal money judgment shall be asked for or taken against any individual partner, trustee, stockholder, officer, employee or beneficiary of Landlord.

8.5 Acts of God. In any case where either party hereto is required to do any act, delays

caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable time", and such time shall be deemed to be extended by the period of such delay.

8.6 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of 30 days following receipt of notice from Tenant or such additional time as is reasonably required to correct any such default after notice has been given by Tenant to Landlord specifying the nature of Landlord's alleged default. Landlord shall not be liable in any event for incidental or consequential damages to Tenant by reason of any default by Landlord hereunder, whether or not Landlord is notified that such damages may occur. Tenant shall have no right to terminate this Lease for any default by Landlord hereunder and no right, for any such default, to offset or counterclaim against any rent due hereunder.

8.7 Brokerage. Tenant warrants and represents that it has had no dealings with any broker or agent in connection with this Lease and covenants to defend with counsel approved by Landlord, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to Tenant's dealings in connection with this Lease or the negotiation thereof.

8.8 Applicable Law and Construction.

8.8.1 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall be declared invalid, or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and

enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

8.8.2 No Other Agreement. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant.

8.8.3 No Representations by Landlord. Neither Landlord nor any agent of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to Tenant except as herein expressly set forth.

8.8.4 Titles. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease.

8.8.5 "Landlord" and "Tenant". Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. If there be more than one tenant the obligations imposed by this Lease upon Tenant shall be joint and several.

8.9 Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease or demise the Premises, it being understood and agreed that neither Landlord nor Tenant shall be legally bound with respect to the leasing of the Premises unless and until this Lease has been executed by both Landlord and Tenant and a fully executed copy delivered.

8.10 Title to Premises. The parties acknowledge and agree that Landlord has the right to acquire the Premises pursuant to that Standard Berkshire County MLS Purchase and Sale Agreement dated on or about January \_\_\_\_\_, 2018 (the "P&S"), a copy of which is attached hereto as Exhibit C. The parties agree that this Lease is contingent upon Landlord closing on the Premises in accordance with the P&S.

8.10 Compliance Amendments. The Parties acknowledge that this Lease is subject to review by the Department of Public Health for compliance with 105 CMR 725.100 et al, and may require amendment(s) pursuant to administrative directive or clarification ("Compliance

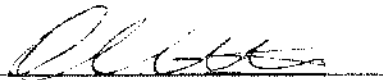
Amendment"). The Parties hereby agree to use best efforts to promptly agree upon, draft, and modify any requisite Compliance Amendment within ten (10) days' notice from the Massachusetts Department of Public Health.

**END OF DOCUMENT**

IN WITNESS WHEREOF, this Amended and Restated Net Lease Agreement  
has been executed as a sealed instrument on the date first above written.


**LANDLORD:**

VGG NORTH ADAMS, LLC.

By:   
Orit Goldstein  
Its: Manager

**TENANT:**

VALLEY GREEN GROW, INC.

By:   
Jeffrey Goldstein  
Its: President

*[Signature Page of Amended and Restated Net Lease Agreement for 1149 South State Road, North  
Adams, MA 01247]*

## EXHIBIT A

### DESCRIPTON OF PREMISES

The land in North Adams, Berkshire County, Massachusetts with any and all buildings thereon, situate upon the easterly side of Curran Highway and the northerly side of South State Street, bounded and described as follows:

Beginning at a highway bound on the northerly side of South State Street and the easterly side of Curran Highway, as laid out in 1937;

thence northerly , on a curve of 50 foot radius, 100.69 feet to a highway bound;

thence northerly along the easterly line of Curran Highway 97.66 feet to an iron pipe;

thence south  $85^{\circ} 04'$  east 202.13 feet to an iron pipe;

thence south  $2^{\circ} 37'$  west 87.94 feet to an iron pipe in the northerly line of South State Street;

thence south  $71^{\circ} 16'$  west along the northerly line of South State Street 150.00 feet to the point of beginning.

Being lot no. 1 as shown on Plan of Land of Andrew C. Rungay, August 26, 1948, which was drawn by A.B. Wright, C.E. Said Plan recorded with Northern Berkshire Registry of Deeds at Adams, Massachusetts as Plan # 58, in Drawer #6.

EXHIBIT B

TITLE EXCEPTIONS

1. The premises are subject to an Order of Taking by the Commonwealth of Massachusetts, Department of Public Works, by instrument dated June 23, 1982 and recorded with the North Berkshire Registry of Deeds in Book 713, Page 215.

EXHIBIT C  
PURCHASE AND SALE AGREEMENT

**STANDARD BERKSHIRE COUNTY MULTIPLE LISTING SERVICE  
PURCHASE AND SALE AGREEMENT**

▶ **PARTIES:**

	<b>SELLER(S)</b>	<b>BUYER(S)</b>
Name(s)	<u>Rougeau ET AL</u>	<u>OZZY PROPERTIES, INC</u>
Address	<u>1499 South State Rd</u> <u>North Adams, MA 01247</u>	<u>1600 Osgood Street</u> <u>North Andover, MA 01845</u>

- ▶ **2. DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, the SELLER agrees to sell and the BUYER agrees to buy SELLER's real property located at 1499 South State Rd, North Adams, MA 01247 as more particularly described in a deed dated 10/23/1990 and recorded in the Northern Berkshire Registry of Deeds in Book 822, Page 163, or Land Court Certificate # \_\_\_\_\_ Assessor's Map # 15 Section # \_\_\_\_\_ Lot # 13A (the "Property").
- ▶ **3. PURCHASE PRICE:** For the Property, BUYER shall pay the "Purchase Price" sum of ..... \$ 90,000.00 of which an initial deposit has been paid on this day in the amount of ..... \$ 4,500.00 and on 04/23/2018 date, an additional deposit in the amount of ..... \$ 900.00 will be paid, resulting in a balance to be paid in the amount of ..... \$ 84,600.00 in cash, wired funds, or by certified / bank check at the Closing.

3.1 Escrow: All deposits are to be held by the Listing Broker Monarch Realty Inc ("Escrow Agent") in a non-interest bearing escrow account, unless otherwise specified herein.

▶ **4. CLOSING DATE:** The Deed is to be delivered and the Purchase Price paid on 21st Day following expiration of 90 day at 2:00 p.m. (the "Closing Date") at the appropriate Registry of Deeds or such other location within the county in which the Property is located, as specified by the BUYER.

**INITIAL HERE** **CONTINGENCY TERMS:** The following terms and dates apply to paragraphs 6, 7, 8, and 9 as the case may be:

5.1 Mortgage: Amt: N/A Rate: N/A Type:  Fixed  Variable Pts: N/A Yrs: N/A  
 5.2 Mortgage and/or Insurance Application Date: ..... N/A  
 5.3 Mortgage Contingency Date: ..... N/A  
 5.4 Insurance Contingency Date: ..... 90 DAYS  
 5.5 Inspection Contingency Date: ..... 90 DAYS  
 5.6 Septic System Inspection Date: (if applicable) ..... N/A

**6. MORTGAGE CONTINGENCY** The BUYER's obligations hereunder are contingent upon the BUYER's obtaining a written commitment letter from a conventional mortgage lender for a loan consistent with the contingency term used. Should the BUYER be unable to obtain such a commitment letter despite diligent efforts, BUYER may cancel this Agreement by submitting a written cancellation notice and a copy of the mortgage denial letter to the Listing Broker or Seller's Attorney, no later than 5:00 p.m. on the applicable Contingency Date indicated in paragraph 5, whereupon all obligations of the parties under this Agreement shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to (a) give such written notice or (b) make a good faith mortgage application by the Mortgage Application Date shall be a waiver of the BUYER's right to cancel under this Paragraph.

**7. INSURANCE CONTINGENCY:** The BUYER's obligations hereunder are contingent upon the BUYER's satisfaction with the insurability of the property. BUYER should consult with their lender and insurance carrier to determine the insurance coverage required for the Property and the premiums for such insurance coverage. BUYER's mortgage lender may require the purchase of additional flood insurance if they determine the property is located in Special Flood Hazard Area (SFHA). Past coverage or premiums paid by the SELLER are not an indication of the BUYER's insurance obligations for the property. The requirements and cost of homeowner and flood insurance include, but are not limited to, property attributes, risk ratings, applicant's credit rating and policy limits and must be individually determined by the insurance carrier. Should the BUYER be unable to obtain a

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SELLER(S) Initials: [Signature]

BUYER'S Initials: GK

satisfactory insurance binder despite diligent efforts, BUYER may cancel this Agreement by submitting a written cancellation notice and a copy of proof of insurance application to the Listing Broker or Seller's Attorney, no later than 5:00 p.m. on the Insurance Contingency Date indicated in paragraph 5, whereupon all obligations of the parties under this Agreement shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to (a) give such written notice or (b) make a good faith insurance application by the Insurance Application Date shall be a waiver of the BUYER's right to cancel under this Paragraph.

**8. INSPECTION CONTINGENCY:** The BUYER and BUYER's consultants shall have the right of access to the Property for the purpose of conducting a home inspection, at reasonable times, upon twenty-four (24) hours advance notice to the SELLER's Agent. Inspections may, at BUYER's option and expense, include but are not limited to: inspections for structural and mechanical matters, pests, including wood-boring insects, lead paint, mold, asbestos, radon gas, other hazardous substances, underground tanks, septic system, well water, wetlands and environmental conditions. Should BUYER receive an unsatisfactory inspection, BUYER may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney no later than 5:00 p.m. on the Inspection Contingency Date, whereupon all obligations of the parties shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to give such notice shall be a waiver of BUYER's right to cancel under this Paragraph. In consideration of BUYER's right to inspect and terminate, BUYER acknowledges that by accepting the deed BUYER accepts the condition of the Premises and releases the SELLER, SELLER's Agency and BUYER's Agents, from any and all liability relating to any defects in the Premises including, without limitation, water seepage from any source.

➤ **9. SEWAGE DISPOSAL / SEPTIC SYSTEM:** SELLER represents that the Property is served by a  municipal sewer system /  septic system /  other system as outlined in par 35. If a septic system is present, the SELLER represents that it  is /  is not located entirely within the boundaries of the Property, to the best of their knowledge. Further, on or before the Septic System Inspection Date as defined in paragraph 5.6, the SELLER shall provide the BUYER with a Septic System Inspection Report (the "Report") issued less than two (2) years prior to the time of the indicated closing date or less than three (3) years if accompanied by system pumping records that show at least annual pumping during that time. Should the Report indicate that the system is a "failed system" as defined by Title 5 of the State Environmental Code (310 CMR 15.301), the BUYER may, within three (3) days of receipt of Report, cancel this Agreement, and all deposits shall be returned to the BUYER.

➤ **10. WATER:** SELLER represents that the property is serviced by a  municipal water system /  private water company /  well /  other as outlined in par 35. If a well is present, SELLER represents that it  is /  is not located entirely within the boundaries of the Property and  does /  does not contain defects known to SELLER. BUYER acknowledges that the local Board of Health may adopt regulations that establish criteria for private well siting, construction, water quality and quantity.

➤ **11. POSSESSION:** Full possession  free of all /  subject to existing tenants and occupants shall be delivered at the Closing Date. The Property shall be free of encroachments burdening the Property and of improvements that encroach on adjoining Property, including but not limited to buildings, septic systems, well and driveway, and has sufficient legal access to a public way.

➤ **12. SURVEY:** SELLER represents that  new /  no new boundaries are being created by the sale of the Property. If new boundaries are being created, SELLER shall deliver to BUYER at the Closing a survey of the Property, in recordable form. The SELLER shall pay for the preparation and recording of the survey, unless otherwise provided herein.

**13. FIXTURES:** Included in this sale as part of the Property, unless expressly excluded, are the usual fixtures owned by the SELLER and used in connection therewith including but not limited to, if any, furnaces, heaters, oil and gas burners and fixtures appurtenant thereto, built-in ranges, dishwashers and disposals, hot water heaters (if not rented), mantels, electric and other lighting fixtures, chandeliers, venetian blinds and window shades, attached mirrors, automatic door openers (with remote controls), installed air conditioners, wall brackets and hangers, built-in bookcases and shelving, all installed stair carpeting and wall to wall carpeting, drapery rods, curtain rods, plumbing and electrical covers, screens, screen doors, storm and other detached windows and doors, blinds, awnings, bathroom fixtures, towel bars, medicine cabinets, radio and television antennas, satellite dishes, fences, gates, hardy shrubs, and fire and security systems.

• Additional Appliances included: Refrigerator

• Fixtures Excluded: \_\_\_\_\_

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SELLER(S) Initials: 

BUYER'S Initials: 

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- SELLER represents the following items are rented:  Propane Tank /  Hot Water Heater /  Water Treatment System /  Security System /  Solar Panels /  Other as outlined in par 35. BUYER  does /  does not agree to assume the rental agreements

14. **ADJUSTMENTS:** Current real estate taxes, water rates, sewer use charges and fuel are to be apportioned as of the Closing Date. Rents are to be apportioned only for the month in which the closing occurs and only when collected by either party. Unpaid rents due SELLER from months prior to the month of the Closing Date, shall be the responsibility of the SELLER to collect. If the real estate tax rate is not set as of the Closing Date, the apportionment of real estate taxes shall be made on the basis of the tax assessed for the most recent preceding year, with a readjustment at the request of either party, when the amount of the current year's rate tax is set. If the amount of the tax is reduced by abatement, the rebate, less the reasonable cost of obtaining it, shall be apportioned between the parties. SELLER or SELLER's attorney shall transmit to Buyer's Attorney, at least ten (10) days prior to the closing date, all mortgage and lien payoffs, municipal apportionments, state conveyance tax, and any other expenses required to be disclosed on the Closing Disclosure. Failure to transmit the expenses defined herein shall constitute SELLER's acceptance of Buyer's Attorney's calculations, performed using all reasonable and obtainable information. Such calculation shall be final and binding upon the parties.

- ▶ 15. **BETTERMENT ASSESSMENTS:** SELLER represents that the Property  is /  is not subject to a betterment assessment. If the Property is subject to a betterment assessment, the  SELLER agrees to pay the total outstanding betterment assessment at the closing /  BUYER agrees to purchase the Property subject to, and assumes the payment of the betterment assessment.

- ▶ 16. **TITLE:** The Property shall be conveyed by a good and sufficient quitclaim deed unless otherwise specified herein (accompanied by a Certificate of Title, if registered), conveying a good, clear record, marketable and insurable title, free of all encumbrances and exceptions, except:

- a) Real Estate Taxes assessed or to be assessed on the Property to the extent that such taxes then are not yet due and payable.
- b) Federal, state, and local laws, ordinances, by-laws, and rules regulating the use of land, particularly environmental, building, zoning, health, rent control, and condominium conversion laws, if any, applicable as of the date of this Agreement, provided that as of the Closing Date, the Property may be used as of right for single family residential use or, if the Property is/is not a single family residence, the Property may be used as of right for Property is Zoned Industrial
- c) Existing rights, if any, in party or partition walls; and
- d) Utility easements in the adjoining ways.

17. **USE OF PROCEEDS TO CLEAR TITLE:** To enable SELLER to make conveyance as herein provided, the SELLER may at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests. Upon request, SELLER shall promptly provide BUYER's Attorney with written payoff instructions from all of SELLER's mortgagees. Said payoff instruction shall be in accordance with Massachusetts General Laws Chapter 183, Section 1, et seq. At closing, BUYER's Attorney shall transmit all of SELLER's payoffs to said mortgagees, and BUYER's Attorney shall be responsible to promptly secure and record the discharges of said mortgages. BUYER's attorney shall be compensated by the SELLER the customary fee associated with securing the discharge or discharges. SELLER shall pay the cost of discharge(s), and SELLER shall reimburse BUYER's Attorney the cost (if any) of overnight mail charges.

18. **EXTENSION:** If, after a reasonable and diligent effort, SELLER is unable to deliver title as defined in paragraph 15 or convey title of the Property as required hereunder, upon notice by either party, prior to the Closing Date, this Agreement shall be automatically extended for 30 days (or if BUYER's mortgage commitment sooner expires to a date one business day before the expiration of such commitment). SELLER shall remove all mortgages, attachments and other encumbrances incurred or assumed by SELLER which secure the payment of money, provided the total amount thereof does not exceed the Purchase Price, and SELLER shall use reasonable and diligent efforts to remove other defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof. At the end of the extended period, if all such defects have not been removed, or the SELLER is unable to deliver possession, or the Property does not conform to the requirements of this Agreement, BUYER may elect to terminate this Agreement and to receive back all deposits, upon receipt of which all obligations of the parties hereto shall cease.

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BUYER'S Initials:

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19. **STANDARDS:** Any title matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of The Real Estate Bar Association for Massachusetts shall be governed by said Standard to the extent applicable.

20. **LEAD LAW.** Pursuant to 40 CMR 745.113(a), for premises built before 1978, BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" attached to this agreement, regarding the Lead Law. BUYER acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including a ten (10) day right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c.111, 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Should BUYER receive an unsatisfactory inspection, BUYER may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney no later than 5:00 p.m. on the Inspection Contingency Date or twelve (12) days after execution of this agreement, whichever is later, whereupon all obligations of the parties shall cease and BUYER's deposits shall be promptly returned in full.

21. **STORAGE TANKS:** BUYER acknowledges that the Massachusetts Board of Fire Prevention has issued regulations found in [527 CMR 9.00] that govern the maintenance, repair, and removal of storage tanks used to contain fuel. The SELLER hereby discloses that to the best of SELLER's knowledge, there are  underground oil /  underground propane /  aboveground oil /  aboveground propane /  other as outlined in par 35 /  no storage tank(s) within the boundaries of the Property. Further, the SELLER discloses that any underground tanks  have /  have not been used within the past six (6) months and/or any aboveground tanks  have /  have not been used within the past twenty-four (24) months exclusively for the storage of fuel for consumption of the Property and to the best of the SELLER'S knowledge there has been no release or leakage of oil from such tank(s).

22. **CONDITION OF PROPERTY AT CLOSING:** Upon delivery of the Deed, the Property and all appliances therein and utilities serving the same shall be in their present condition, reasonable use and wear of same excepted. The Property is to be left broom clean and all personal property and rubbish removed. With respect thereto, BUYER shall have the right to walk-through the Property within twenty-four hours prior to the closing and if the sale is completed subsequent to said walk-through or if the walk-through is waived by BUYER, the foregoing condition of the Property shall, as between the BUYER and SELLER and their representatives (if applicable), be conclusively presumed to be acceptable to BUYER regardless of condition.

23. **NOMINEE:** BUYER may require the conveyance to be made to another person, persons, or entity ("Nominee"), upon notification in writing delivered to SELLER at least five days prior to the Date of Closing. The appointment of a Nominee shall not relieve BUYER of any obligation hereunder. Any Note or mortgage or other document to be delivered from BUYER to SELLER shall be executed by or unconditionally guaranteed by BUYER, unless otherwise specified herein.

24. **CLOSING:** Simultaneously with the delivery of the deed, SELLER shall execute and deliver: INITIAL HERE

- a) ~~Smoke & Carbon Monoxide Detector Certificate of Compliance;~~
- b) Wood, Gas, Coal or Pellet Stove and/or Outdoor Wood Burning Furnace permit(s), where applicable;
- c) Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
- d) A bill of sale for all personal property included as part of the sale, if requested by the BUYER.
- e) ~~A Certificate of Occupancy for any structure that requires it, and in the case of new construction an assignment of any and all builder's, SELLER's, or manufacturer's warranties on the Property or on any appliances or other property included in the sale.~~
- f) FNMA Vendor's affidavit FNMA 1099;
- g) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulation issued thereunder, which states, under penalty of perjury, the SELLER's United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER's address (the "1445 Affidavit"); INITIAL HERE

h) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to back-up withholding.

**25. RISK OF LOSS-INSURANCE AND DAMAGE PRIOR TO CLOSING:** Prior to the delivery of the Deed, the risk of loss shall be on the SELLER. SELLER shall continue to carry the fire and extended coverage insurance presently maintained on the buildings on the Property.

**26. ACCEPTANCE OF DEED:** Acceptance of the deed by BUYER shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. THE BUYER FURTHER ACKNOWLEDGES THAT THE BUYER IS PURCHASING THE PROPERTY 'AS IS' and BUYER has not relied upon any statements or representations, oral or written, regarding the condition or value, present or future, of the Property made either by the SELLER or the SELLERs Agents, which are not otherwise contained in this Agreement and that the SELLER's Agents are acting exclusively upon behalf of the SELLER. All oral or written representations between the parties are merged herein. BUYER further acknowledges it is the BUYER'S responsibility prior to closing to obtain any and all governmental permits for any intended use of the Property including, but not limited to, health or environmental department, planning or zoning board approvals. SELLER and SELLER'S representative(s) make no representations as to the adequacy of the Property being conveyed for BUYER'S intended purposes, disclosed or undisclosed.

**27. MERGER:** The parties agree that this Agreement contains all of the terms and conditions of this transaction. It is mutually agreed that any oral or prior written representation made by either party prior to the execution of this Agreement is null and void. This Agreement shall be construed as a legal contract under seal and is binding upon the parties, and their respective heirs, successors, and assigns.

**28. SURVIVAL:** Notwithstanding any presumptions to the contrary, all covenants, conditions, and representations contained in this Agreement, which by their nature, implicitly or explicitly, involve performance in any particular manner after the Closing and delivery of the deed, or which cannot be ascertained to have been fully performed until after the Closing and delivery of the deed, shall survive the Closing.

**29. TERMINATION:** In the event the BUYER terminates this Contract in accordance with the provisions herein relating to "Mortgage / Insurance Contingency," "Risk of Loss Insurance," "Inspection Contingency," "Septic System Inspection", default by SELLER, or the failure of any contingency shown under special conditions, the Escrow Agent shall forthwith refund such deposit money together with accrued interest thereon (if applicable) to the BUYER.

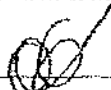
**30. BUYER'S DEFAULT:** If the BUYER defaults, BUYER shall be liable to the SELLER in the amount of Deposit of the purchase price, as liquidated damages, which shall be SELLER's exclusive remedy in law or in equity. The deposits shall be applied to the payment of said liquidated damages.

**31. RELEASE OF DEPOSITS:** The deposits (which term shall include all interest earned, if any) shall be held in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The deposits may not be released from escrow without the assent of both BUYER and SELLER. The recording of the deed to the Property shall constitute such assent. In the event of any disagreement, the Escrow Agent shall retain the deposits pending written instructions by both the SELLER and BUYER, or by a court of competent jurisdiction. So long as Escrow Agent served in good faith, BUYER and SELLER each agrees to hold harmless Escrow Agent from damages, losses, or expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto. BUYER and SELLER acknowledge that the Escrow Agent may be counsel or fiduciary to one of the parties and agree that Escrow Agent may continue to act as such counsel or fiduciary notwithstanding any dispute or litigation arising with respect to the deposits or Escrow Agent's duties.

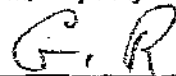
**32. AGREEMENT TO MEDIATE DISPUTE OR CLAIMS:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement, or the brokerage services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Homesellers / Homebuyers Dispute Resolution System ("DRS"). Disputes and claims shall specifically include, without limitation, representations made by the SELLER, the BUYER, or the Broker(s) in connection with the sale, purchase, finance, condition, or other aspect of the Property to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and / or fraud. If the parties reach a settlement, they shall both sign a settlement agreement. If the parties cannot reach a mutually agreeable settlement, they may arbitrate or litigate the dispute

ITS

SELLER(S) Initials:



BUYER'S Initials:



pg 5 of 6



without regard to the mediation procedure. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to mediate under this paragraph, nor shall such filing constitute a breach of the duty to mediate. The provisions of this paragraph shall survive the closing.

33. **GOVERNING LAW:** This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

34. **DISCLOSURES:**  BUYER and  SELLER acknowledge that they have been provided with a completed copy of the 'Mandatory Licensee-Consumer Relationship' form, as mandated by the Massachusetts Board of Registration of Real Estate Brokers and Salespersons. BUYER acknowledges receipt of:  Lead Paint Property Transfer Notification Certification (for residences built before 1978);  Home Inspectors Facts for Consumers brochure, prepared by the Office of Consumer Affairs.  Right to Farm disclosure (if applicable). The BUYER acknowledges that there are no warranties or representations on which BUYER relies in making this Offer, except those previously made in writing.

▶ 35. **SPECIAL CONDITIONS / ADDENDA:**  See attached addendum(s), incorporated here by reference.  
Property is being sold in 'as is, where as' condition'.

See attached Rider to Standard Berkshire County Multiple Listing Service Purchase & Sale Agreement.

Special Condition: P & S contingent on Seller's Attorney review and acceptance within 5 business days of sellers signed acceptance.

▶ 36. **TERMINATION OF OFFER:** This offer is subject to SELLER(s) execution and delivery of this agreement to BUYER by (time) 5  a.m. /  p.m. and (date) 01/29/2018, after which time this offer is void and terminated, and deposit paid by BUYER shall be returned.

37. **TIME:** Time is of the essence of all provisions of this agreement, unless otherwise specified elsewhere in this agreement. Any reference to "days" shall mean calendar days and is not intended to mean only business days.

38. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, e-mail delivery of a ".pdf" format data file, or through a secure electronic signature service, such signatures shall create a valid and binding obligation of the party(s) executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original thereof.

39. **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL:** Executed under seal by the Parties hereto as of the latter of all dates set forth below, and incorporating all provisions on pages 1 through 6, together with referenced additions, if any.

▶ Ray D. Kasper 1/26/18 [Signature] 1/26/18  
SELLER: DATE BUYER: DATE

SELLER: DATE

BUYER: DATE

Jeffrey Grandchamp  
SELLER's Attorney's Name

Michael Rosen  
BUYER's Attorney's Name



**RIDER TO STANDARD BERKSHIRE COUNTY MULTIPLE LISTING SERVICE  
PURCHASE AND SALE AGREEMENT**

Gary Rougeau, et al  
(the "SELLER")

AND  
Ozzy Properties, Inc.  
(the "BUYER", together with SELLER the "PARTIES")

**1. Notice.**

All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, or sent via facsimile, or e-mail, or delivered addressed as follows:

If to SELLER: Gary Rougeau  
[ ]

and

If to BUYER: Michael D. Rosen, Esq.  
Ruberto, Israel & Weiner, P.C.  
255 State Street, 7<sup>th</sup> Floor  
Boston, MA 02109  
Tel: 617-742-4200  
Fax: 617-742-2355  
Email: mdr@riw.com

**2. Access to Property.**

From and after the date of this Agreement, SELLER agrees to permit BUYER and BUYER's designees and representatives and agents of BUYER and BUYER's mortgagee reasonable access, at reasonable times, to the Property for the purpose of taking measurements, making inspections and conducting Due Diligence allowed hereunder.

**3. Counsel.**

BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this agreement.

**4. Due Diligence.**

BUYER shall have the right, at its sole cost and expense, to enter upon the Property to make or cause to be made or to otherwise conduct the following ("Due Diligence")

- (a) BUYER may conduct any inspection necessary to satisfy any contingency contained in Sections 6, 7 and 8 of the Agreement.
- (b) BUYER shall cause the title to the Property to be examined for compliance with the terms and provisions of this Agreement in order to insure that the SELLER can deliver clean title. In the event that BUYER'S title examination discloses the existence of any title objections, BUYER shall have the right to raise said objections to title by delivering notice thereof to SELLER, in writing, said notice to be posted during the Due Diligence



Period. In the event that title objections are raised, the SELLER shall use reasonable efforts to satisfy said title objections consistent with the terms and provisions as previously set forth in this Agreement. Such examination of title shall entitle BUYER to have a survey of the Property conducted and prepared to the satisfaction of the BUYER'S title insurance company, for purposes of deleting the survey exception to the title insurance policy.

- (c) BUYER shall cause the Property to be examined for environmental issues and concerns consistent with M.G.L. c.21E, the results of which inspection must be satisfactory to the BUYER, in its sole discretion.
- (d) BUYER shall obtain all permits, zoning and approvals necessary for Buyer's use of the Property for retail purposes, including without limitation all necessary permits, zoning and approvals for the Town of North Adams and any applicable agency within the Commonwealth of Massachusetts.
- (e) The BUYER's due diligence shall be deemed to meet the requirements of this Agreement for all purposes unless on or before that date which is ninety (90) days ("Diligence Period") from execution hereof at 5:00 P.M. written notice of a claimed defect therein is served upon the SELLER in accordance with this Agreement. Such notice shall specify any defects claimed arising as a result of the due diligence. Notwithstanding anything contained herein or in any other instrument to the contrary, the BUYER retaining the right to object to defects with respect to (i) defects in the title existing as of the date of this Agreement which have been claimed in said written notice, (ii) defects in the title arising after the date of this Agreement; and (iii) any other defect in any other due diligence item arising after the date of this Agreement. The BUYER shall take the Property subject to any defects in title existing as of the date of this Agreement which have not been claimed in such written notice. If BUYER terminates hereunder, all deposits shall be refunded without further recourse.

5. Casualty. The SELLER shall bear the sole risk in the event of a fire or other casualty. In the event that a fire or other casualty shall occur on the Property, the SELLER shall immediately notify the BUYER of such event, and the BUYER may inspect the Property and may, at the BUYER'S option terminate the Agreement and receive full refund of their deposit.

6. Electronic Signatures. For purposes of any notices, amendments or modifications hereunder, facsimile or scanned signatures shall have the same legal effect as original signatures.

7. Seller Documents. On or before the Closing Date, SELLER shall deliver to the BUYER upon request, and at times shall swear an oath to the truth of the matter set forth therein, any documents and/or affidavits, and any and all information, documents and permits in SELLER'S possession or control which are necessary or desirable in connection with this Agreement.

8. Personal Property. The Property shall be delivered free of all personal property except as expressly set forth in the Agreement.

*[Signature Page to Follow]*



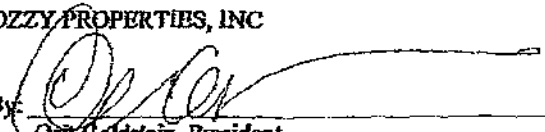
Executed this 26 day of January, 2018

**SELLER:**

  
\_\_\_\_\_  
Gary Rougeau

**BUYER:**

**OZZY PROPERTIES, INC**

By   
\_\_\_\_\_  
Orr Goldstein, President

*[Signature Page to Rider]*

**Valley Green Grow, Inc. (Application 1 of 3)**

**ATTACHMENT 2**

**ASSIGNMENT OF PURCHASE AND SALE  
AGREEMENT**

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between Ozzy Properties, Inc., a Massachusetts corporation, with a mailing address of 1600 Osgood Street, North Andover MA 01845, or its assignee (hereinafter "Buyer") and Gary D. Rougeau, Kenneth C. Rougeau and Norman Rougeau, with a mailing address of 7 Frye Lane, Adams, Massachusetts 01220 (hereinafter "Seller"), concerning a certain property located at 1499 South State Street, North Adams, Massachusetts, together with all appurtenant easements, buildings, improvements, fixtures and appurtenances, attached or affixed thereon, (the "Real Property"), together with all rights in adjacent streets or roads, all riparian rights, all contracts, leases, rents, security deposits, tax abatements, actions, and other property, rights and interests therein, together with all tangible and personal property owned by Seller and necessary to the operation of the property and all approvals and permits, architectural plans and relevant studies (collectively with the Real Property, the "Property"). Consistent with the provisions of Section 14.06, Buyer assigns its rights and obligations hereunder such Agreement to VGG North Adams, LLC ("Assignee"). Seller consents thereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands to the written instrument this 18 day of July, 2018.

Buyer:

Witness

\_\_\_\_\_  
Orit Goldstein, President  
Ozzy Properties, Inc.

Dated: July \_\_\_\_\_, 2018

Assignee:

Witness

\_\_\_\_\_  
Orit Goldstein, Manager  
VGG North Adams, LLC

Dated: July \_\_\_\_\_, 2018

Seller:

\_\_\_\_\_  
Witness  
*[Signature]*

\_\_\_\_\_  
Gary D. Rougeau  
*[Signature]*

Dated: July 17, 2018  
\_\_\_\_\_  
Witness  
*[Signature]*

\_\_\_\_\_  
Kenneth C. Rougeau  
*[Signature]*

Dated: July 17, 2018  
\_\_\_\_\_  
Witness  
*[Signature]*

\_\_\_\_\_  
Norman Rougeau  
*[Signature]*

Dated: July 17, 2018

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between Ozzy Properties, Inc., a Massachusetts corporation, with a mailing address of 1600 Osgood Street, North Andover MA 01845, or its assignee (hereinafter "Buyer") and Gary D. Rougeau, Kenneth C. Rougeau and Norman Rougeau, with a mailing address of \_\_\_\_\_ (hereinafter "Seller"), concerning a certain property located at 1499 South State Street, North Adams, Massachusetts, together with all appurtenant easements, buildings, improvements, fixtures and appurtenances, attached or affixed thereon, (the "Real Property"), together with all rights in adjacent streets or roads, all riparian rights, all contracts, leases, rents, security deposits, tax abatements, actions, and other property, rights and interests therein, together with all tangible and personal property owned by Seller and necessary to the operation of the property and all approvals and permits, architectural plans and relevant studies (collectively with the Real Property, the "Property"). Consistent with the provisions of Section 14.06, Buyer assigns its rights and obligations hereunder such Agreement to VGG North Adams, LLC ("Assignee"). Seller consents thereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands to the written instrument this \_\_\_\_\_ day of July, 2018.

Buyer:


 7/17/18

Orit Goldstein, President  
Ozzy Properties, Inc.

\_\_\_\_\_  
Witness

Dated: July \_\_\_\_, 2018

Assignee:

 7/17/18

Orit Goldstein, Manager  
VGG North Adams, LLC

\_\_\_\_\_  
Witness

Dated: July \_\_\_\_, 2018

Seller:

\_\_\_\_\_  
Gary D. Rougeau

\_\_\_\_\_  
Witness

Dated: July \_\_\_\_, 2018

\_\_\_\_\_  
Kenneth C. Rougeau

\_\_\_\_\_  
Witness

Dated: July \_\_\_\_, 2018

\_\_\_\_\_  
Norman Rougeau

\_\_\_\_\_  
Witness

Dated: July \_\_\_\_, 2018

**Valley Green Grow, Inc. (Application 1 of 3)**

**ATTACHMENT 3**

**DEED**

Berkshire North Registry of Deeds  
Electronically Recorded Document

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Recording Information

Document Number : 4140  
Document Type : DEED  
Recorded Date : July 18, 2018  
Recorded Time : 02:12:04 PM  
  
Recorded Book and Page : 01659 / 849  
Number of Pages(including cover sheet) : 5  
Receipt Number : 102749  
Recording Fee (including excise) : \$535.40

\*\*\*\*\*  
MASSACHUSETTS EXCISE TAX  
Northern Berkshire ROD #3 001  
Date: 07/18/2018 02:12 PM  
Ctrl# 033447 30570 Doc# 00004140  
Fee: \$410.40 Cons: \$90,000.00  
\*\*\*\*\*

**Berkshire North District County Registry of Deeds**  
**Frances T. Brooks, Register**  
65 Park Street  
Adams, MA 01220  
413-743-0035  
[www.Masslandrecords.com](http://www.Masslandrecords.com)

**QUITCLAIM DEED**

WE, Kenneth C. Rougeau of North Adams, Massachusetts, Norman Rougeau, of Williamstown, Massachusetts and Gary D. Rougeau, of Adams, Massachusetts as tenants in common, owning one hundred percent (100%) of the undivided interest in the premises described herein (collectively, the "Grantors"), for consideration paid in the amount of NINETY THOUSAND DOLLARS (\$90,000), grant to VGG North Adams, LLC, a Massachusetts limited liability company whose mailing address is 1600 Osgood Street, North Andover, MA 01845 with **QUITCLAIM COVENANTS**, the premises situate in the City of North Adams, Berkshire County, Massachusetts, with all improvements thereon, more particularly bounded and described as follows:

Locus: 1499 South State Street, North Adams, MA 01247

Beginning at a highway bound on the northerly side of South State Street and the easterly side of Curran Highway, as laid out in 1937;

Thence northerly, on a curve of 50 foot radius, 100.69 feet to a highway bound;

Thence northerly along the easterly line of Curran Highway 97.66 feet to an iron pipe;

Thence south 85° 04' east 202.13 feet to an iron pipe;

Thence south 2° 37' west 87.94 feet to an iron pipe in the northerly line of South State Street;

Thence south 71° 16' west along the northerly line of South State Street 150.00 feet to the point of beginning.

Being Lot No. 1 as shown on Plan of Land of Andrew C. Rungay, August 26, 1948, which was drawn by A. B. Wright, C. E. Said Plan is recorded with the Northern Berkshire Registry of Deeds at Adams, Massachusetts as Plan #58, in Drawer #6.

Meaning and Intending to convey the same premises conveyed and hereby expressly conveying, all and singular, the same premises conveyed to the Grantors by deed of Theodore E. Rougeau and Anita L. Rougeau, dated October 23, 1990 and recorded October 24, 1990 with said Registry in Book 822, Page 163.

The premises was not the primary residence of the Grantors and no other person is entitled to rights of homestead.

Real estate taxes assessed on the conveyed premises have been apportioned between the parties as of the date of conveyance and the grantee herein thereafter assumes and agrees to pay the same.

WITNESS our hands and seals this 12 day of July, 2018

Kenneth C. Rougeau  
Kenneth C. Rougeau

Norman Rougeau  
Norman Rougeau

Gary D. Rougeau  
Gary D. Rougeau

**COMMONWEALTH OF MASSACHUSETTS**

Berkshire, ss.

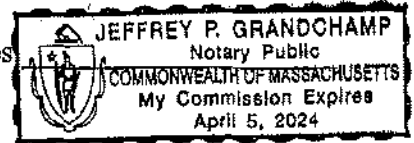
July 12, 2018

On this day before me, the undersigned notary public, personally appeared Kenneth C. Rougeau proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as his free act and deed.

Jeffrey P. Grandchamp  
Notary Public

SEAL

My Commission Expires



COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

July 12, 2018

On this day before me, the undersigned notary public, personally appeared Norman Rougeau proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as his free act and deed.

*[Handwritten Signature]*  
Notary Public

SEAL



COMMONWEALTH OF MASSACHUSETTS

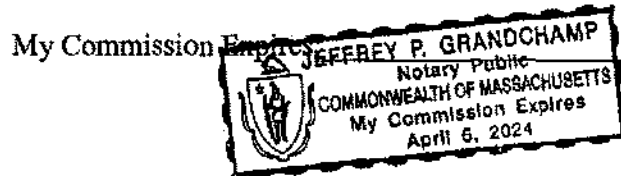
Berkshire, ss.

July 12, 2018

On this day before me, the undersigned notary public, personally appeared Gary D. Rougeau proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as his free act and deed.

*[Handwritten Signature]*  
Notary Public

SEAL



**Valley Green Grow, Inc. (Application 1 of 3)**

**ATTACHMENT 4**

**CERTIFICATE OF ORGANIZATION FOR VGG NORTH  
ADAMS, LLC**

**D**

**The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company  
Certificate of Organization  
(General Laws Chapter 156C, Section 12)**

Federal Identification No.: \_\_\_\_\_

(1) The exact name of the limited liability company:

VGG North Adams, LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

1600 Osgood Street, North Andover, MA 01845

(3) The general character of the business:

to own, operate, manage, develop and otherwise deal with real property acquired by the LLC and all activities and services related thereto

(4) Latest date of dissolution, if specified: \_\_\_\_\_

(5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Orit Goldstein

c/o Ozzy Property Management, Inc.  
1600 Osgood Street  
North Andover, MA 01834

(6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Orit Goldstein

1600 Osgood Street  
North Andover, MA 01845

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME	ADDRESS
Orit Goldstein	1600 Osgood Street North Andover, MA 01845

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
Orit Goldstein	1600 Osgood Street North Andover, MA 01845

- (9) Additional matters:

Signed by (by at least one authorized signatory):  7/16/18  
Orit Goldstein

Consent of resident agent:

I, Orit Goldstein,  
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c.156C § 12\*

\*or attach resident agent's consent hereto.

**Valley Green Grow, Inc. (Application 1 of 3)**

**ATTACHMENT 5**

**MANAGEMENT & OPERATIONS PROFILE UPDATE**

**SECTION D. EXPERIENCE**

16. Attach a completed and signed *Employment and Education* form (use template provided) for each required individual (as outlined in the *Employment and Education Form*)
17. Describe the experience, and length of experience, of the applicant's Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer, or their equivalent, with running a business or non-profit organization.

**[SUPPLEMENTAL RESPONSE]**

Douglas Shaffer (Chief Financial Officer) has over thirty (30) years of experience in General Management, Financial Operations Management, Commercial Operations and working in a highly regulated environment. For the past twenty (20) years Douglas worked for Inverness Medical and Alere, both global public companies selling and manufacturing medical devices. These medical devices are regulated by the FDA and the businesses operate under a FDA compliant Quality System. Since both companies were public, Doug also worked under the SEC's reporting requirements including the record keeping and accounting controls required by the 2002 Sarbanes-Oxley Act. While at Alere, Doug had experience in building a large global company from one small company, growing from \$50M in sales to \$3B with over 100 acquisitions. Alere was sold to Abbott Diagnostics in late 2017 for \$7.9B. Doug's experience includes leading cross functional organizations and individual business units. Doug has a BS in Math from Union College and a MBA from the University of Massachusetts at Amherst.

See the enclosed resume of Douglas Shaffer for further information.

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

[SUPPLEMENTAL RESPONSE]

Management, Financial Operations Management, Commercial Operations and working in a highly regulated environment. For the past twenty (20) years Douglas worked for Inverness Medical and Alere, both global public companies selling and manufacturing medical devices. These medical devices are regulated by the FDA and the businesses operate under a FDA compliant Quality System. Since both companies were public, Doug also worked under the SEC's reporting requirements including the record keeping and accounting controls required by the 2002 Sarbanes-Oxley Act. While at Alere, Doug had experience in building a large global company from one small company, growing from \$50M in sales to \$3B with over 100 acquisitions. Alere was sold to Abbott Diagnostics in late 2017 for \$7.9B. Doug's experience includes leading cross functional organizations and individual business units. Doug has a BS in Math from Union College and a MBA from the University of Massachusetts at Amherst.

See the enclosed resume of Douglas Shaffer for further information.

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

[SUPPLEMENTAL RESPONSE]

Douglas Shaffer (Chief Financial Officer) does not have any direct experience providing services for marijuana for medical purposes.

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

[SUPPLEMENTAL RESPONSE]

Ryan Winmill (Director of Security) has worked exclusively on anti-terrorism and homeland security since receiving his law degree in 2003. From 2003 to 2004, Ryan served as the Homeland Security Specialist for the Commonwealth of Massachusetts Executive Office of Public Safety (EOPS). In that capacity, Ryan was responsible for the Boston Urban Area Security Initiative Budget of \$21 million. Ryan also served with the U.S. Department of Homeland Security where he worked at Headquarters from 2005 to 2007. In 2007, Ryan entered the private sector as a consultant. His planning and exercise experience includes work with the Department of Defense, Federal Bureau of Investigation, Massachusetts State Police, Boston Police Department, United States Secret Service, Massachusetts Department of Public Health, District of Columbia Homeland Security and Emergency Management Agency, U.S. Coast Guard, Center for Disease Control and Prevention, and the Massachusetts National Guard among others. Ryan also has extensive real-world operational experience including anti-terrorism planning for the G8 Summit, three Presidential Inaugurations, the Super Bowl, Major League Baseball All-Star Game, the Republican National Convention, the Democratic National Convention, and recover efforts for Hurricane Katrina, among others. Ryan has received FEMA certifications in National Incident Management System (NIMS), Incident Command System (ICS), and Exercise Management. While with the Massachusetts Executive Office of Public Safety, Ryan authored the 2004 Massachusetts Exercise Strategy, and while with the U.S. Department of Homeland Security, Ryan authored the 2006 Louisiana Hurricanes Katrina After Action Report as well as contributed to the Hurricane Katrina White House After Action Report, and most recently authored the first Louisiana Terrorism Incident Plan for Intelligence.

Ryan has extensive knowledge of the medical marijuana security industry and is a leading expert on establishing nationally recognizes best practices for security including those for anti-diversion, risk management, employee safety training, local community outreach, and collaborative partnerships with law enforcement. Ryan's engagements include supporting multiple dispensaries and cultivation facilities located in Massachusetts including Plymouth and Quincy. Ryan is also leading the Winmill Group, LLC supporting other Medical Marijuana projects in Nevada, Illinois, and Colorado.

See the enclosed resume of Ryan Winmill for further information.

Applicant Corporation Valley Green Grow

**SECTION D. EMPLOYMENT AND EDUCATION FORM**

This Employment and Education form must be completed and signed by each of the following individuals: The applicant's Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, individual responsible for marijuana for medical use cultivation operations, and individual responsible for the RMD security plan and security operations. If the applicant does not have a Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, it must identify the individuals performing the equivalent duties for the Applicant and submit this form for each said individual. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

Name of Individual

Ryan Winmill, Esq.

Residential Address of Individual



Title of Individual (at Applicant Corporation)

Security Director

Name of Applicant Corporation

Valley Green Grow

Highest Education Attained - Institution, Degree, and Year

Juris Doctorate - 2003, SUFFOLK UNIVERSITY LAW SCHOOL

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

Employer	Title	Time Period
The Winmill Group, LLC	President/CEO	2007 - 2018

Applicant Corporation Valley Green Grow


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

*Ryan T. Winmill*  
Signature of the Individual

8/21/18  
Date Signed



THE WINMILL GROUP, LLC

WASHINGTON, D.C. OFFICE

*The Winmill Group, LLC  
10307 Saddleview Court  
Vienna, VA 22182  
Tel: 202-441-0348*

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**Ryan Winmill, J.D.**  
President and CEO  
The Winmill Group, LLC

**Work with Government Agencies:** Ryan Winmill has over 20 years working with law enforcement, homeland security, fire services and emergency management. Since receiving his law degree in 2003, Ryan served as the Homeland Security Specialist for the Commonwealth of Massachusetts Executive Office of Public Safety (EOPS). In that capacity, Ryan was responsible for the Boston Urban Area Security Initiative Budget of \$21 million and supporting the rollout for the statewide homeland security program after September 11<sup>th</sup>. Ryan also served with the U.S. Department of Homeland Security, Office of the Secretary, where he managed exercise and training activities in 15 states, from 2005 to 2007. In 2007, Ryan entered the private sector as a consultant.

While in consulting Ryan has worked extensively on security planning, risk assessments, intelligence training for law enforcement, national special security events, and preparedness projects and is a leading expert in the field. His security planning resume includes projects with the following federal and state entities: Federal Emergency Management Agency, Massachusetts Emergency Management Agency, District of Columbia Homeland Security and Emergency Management Agency, Washington Metropolitan Police Department, Boston Police Department, the Federal Bureau of Investigation, U.S. Secret Service, New York Police Department, the Louisiana Governor's Office of Homeland Security and the U.S. Department of Health and Human Services, among others. Ryan also has extensive hazard mitigation planning and terrorism incident experience—not only from his work at EOPS and the U.S. Department of Homeland Security, but also from his consulting experience, and a number of other private sector clients.

Ryan has received FEMA certifications in National Incident Management System (NIMS), Incident Command System (ICS), and (HSEEP) Exercise Management. While with the Massachusetts Executive Office of Public Safety, Ryan authored the 2004 Massachusetts Exercise Strategy, and while with the U.S. Department of Homeland Security, Ryan authored the 2006 Louisiana Hurricanes Katrina After Action Report, contributed to the Hurricane Katrina White House After Action Report, and most recently authored the first Louisiana Terrorism Incident Plan.

**Medical Marijuana Security Knowledge:** Ryan has extensive knowledge of the medical marijuana security industry and is a leading expert on establishing nationally recognizes best practices for security including those for anti-diversion, risk management, employee safety training, local community outreach, and collaborative partnerships with law enforcement. Ryan's engagements include supporting multiple dispensaries and cultivation facilities located in Massachusetts including Plymouth and Quincy. Ryan is also

leading the Winmill Group, LLC supporting other Medical Marijuana projects in Nevada, Illinois, and Colorado.

**Previous Business Operations Experience:** Ryan has 10 years of proven business operations experience serving as President for the Winmill Group, LLC. Headquartered in the Washington D.C. area, Ryan leads a team of talented professionals drawn from high-level posts in multi-disciplinary circles. The Winmill Group provides homeland security and emergency planning consulting services and advice on tactical and strategic planning for state, local and the federal government as well as the private sector including multiple medical marijuana dispensaries and cultivation facilities.

Ryan's also has five years of business operations experience working as a senior advisor for the Memorial Institute for the Prevention of Terrorism a 501(c)(3) non-profit organization. This included business finance and management for over \$15million dollars in federal grant funds from the U.S. Department of Homeland Security.

**Community Involvement:** Ryan actively supports community involvement and annually provides pro-bono security consulting services within the community. In response to the tragic Newtown Connecticut shooting, Ryan has been supporting public schools with free security consulting services including planning, training, and exercises. Ryan also supports several locally based charities including the Washington DC Gift for the Homeless Campaign, the Greater Washington D.C. Thanks Giving Food Drive, and Jill's House which provides programs for individuals with specials needs.

Applicant Corporation | Valley Green Grow, Inc.

**SECTION D. EMPLOYMENT AND EDUCATION FORM**

This Employment and Education form must be completed and signed by each of the following individuals: The applicant's Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, individual responsible for marijuana for medical use cultivation operations, and individual responsible for the RMD security plan and security operations. If the applicant does not have a Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, it must identify the individuals performing the equivalent duties for the Applicant and submit this form for each said individual. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

**Name of Individual**

Douglas Shaffer

**Residential Address of Individual**



**Title of Individual (at Applicant Corporation)**

Chief Financial Officer

**Name of Applicant Corporation**

Valley Green Grow, Inc.

**Highest Education Attained – Institution, Degree, and Year**

Masters of Business Administration (MBA), University of Massachusetts (UMass Amherst)

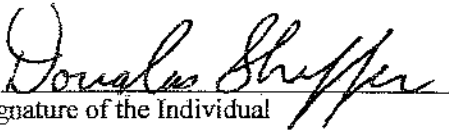
**Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.**

Employer	Title	Time Period
Alere, Inc.	VP, Global Business Services	2002-2018

Applicant Corporation

Valley Green Grow, Inc.


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

  
Signature of the Individual

07/22/2018  
Date Signed

# DOUG SHAFFER

## Commercial Operations and Finance Executive

### Profile

**Experienced commercial operations and financial leader** with a successful track record of leading change and achieving results in complex, high growth environments. Experience building a large global company, growing from one small company with \$7M revenue both organically and via 110 acquisitions to \$3.0B revenue. Proven ability to identify and prioritize organizational needs and to excel in turnaround situations. Known for delivering results through cross-functional teams and establishing trust through teamwork, shared goals and transparency.

#### Areas of expertise:

- General Management
- Operational Turnaround
- Process Improvement
- Business Strategy & Execution
- Acquisition Integration
- Shared Business Services
- Cash flow Optimization
- General & Cost Accounting
- Budgeting & Cost Control
- Employee Development
- Customer Service
- Warehousing & Distribution
- S&OP
- Order to Cash Management
- Margin Analysis
- Inventory Management

### Professional Experience

**ALERE (formerly INVERNESS MEDICAL) | 51 SAWYER ROAD Waltham, MA** 2002-2018  
*Global manufacturer and seller of rapid point-of care medical diagnostic tests with revenue of \$2.5B and 9,700 employees operating in 100+ countries. Purchased by Abbott in October, 2017.*

**VP, Global Business Services (GBS)** 2013 – 2018

Provided leadership, strategic direction and established objectives for the Orlando and Galway Ireland shared service centers. Managed the accounting, financial reporting, customer service, S&OP, warehousing and distribution functions, a 300+ employee organization with over \$1B of revenue under management.

- Built a GBS leadership team to align the two shared service centers and prepare for further integration on a global basis.
- Leadership team created an organizational blueprint for the two service centers focused on the adoption of best practices, standardization of processes and controls, reporting and metrics.
- Created global process owner (GPO) roles for all functions while implementing the role for AR/ credit & collections with authority to standardize processes, controls, metrics, SAP use and automation, plus direct responsibility for employees.
- Re-implemented SAP in Orlando, resulting in both service centers being on the same SAP instance which was critical for a building an efficient, scalable global structure able to bring additional entities into the strong, controlled core.
- Implemented integrated business planning in Europe, leveraging the S&OP process and working with the commercial organization, which created alignment between units produced and units and dollars sold.
- Reduced Orlando shared services costs by 28% thru automation and insourcing work to the Philippines affiliate.
- Reduced Europe operating costs by over \$2M through centralization of shared services functions in Ireland.
- Expanded tax structure and shared services footprint to Africa, Asia and Latin America.
- Transitioned from role to support special projects related to pre & post sale of company to Abbott (2017-2018).

**Project Leader, European Business Restructuring** 2011 – 2013

Led a small team empowered with establishing a Principal Operating Company in Galway Ireland in order to restructure the European supply chain utilizing the toll manufacturing and limited risk distributor model across 11 countries. Team also created a shared service center for Europe.

- Built organization in Ireland to manage the European supply chain, accounting and customer service.
- Implemented a single SAP instance for 14 European entities.
- Established a central warehouse in the Netherlands which dramatically reduced European operating costs (>1M€) and reduced inventory levels by more than 20%.
- Improved overall customer service levels and reduced operating costs by utilizing lean standardized process techniques, consistent customer service standards and ultimately reducing headcount.
- Significantly improved the control and compliance environment through centralization in Ireland.

**VP North American Finance and Commercial Operations**

2008 – 2010

Eight acquired businesses (\$700M revenue) were integrated into a newly established Orlando shared services center on April 2008. Assumed responsibility in July 2008 as the integration initially failed; directed by CEO to turn the situation around. Led customer service, inventory planning, North American warehousing and global distribution, commercial finance, and back office accounting.

- Implemented Shared Service model in North America consolidating finished goods planning, customer service, distribution, billing and finance teams from 8 separate legal entities into one location and one ERP system (SAP). This contributed to saving \$50M while increasing efficiencies and customer satisfaction with one-stop ordering.
- Led the failed integration turnaround with a primary focus of resolving all issues directly impacting customers and the proper recording of financial transactions. Accomplished these by forming a broad cross-functional team including the new Orlando shared services leadership team, who identified and resolved urgent issues and developed a longer term plan for all areas of responsibilities.
- Rebuilt bridges with the integrated sites with a refocus on shared goals and common purpose: our customers.
- Ultimately changed the team members to ensure that we had the right structure and people to drive long-term success.

**General Manager North American Consumer Business | Waltham, MA**

2004 – 2007

Led all aspects of \$80M North American pregnancy and ovulation business (class II FDA medical devices), including sales, marketing, finance, warehousing & distribution, customer service, QA, final packaging operation with P&L responsibility.

- Brought all outsourced operations in-house (final packaging, warehousing, and distribution). This included a new SAP implementation during the move of our core manufacturing from Ireland to China. Maintained customer service levels during this massive change.
- Used integrated business planning process to achieve business results.
- Integration of \$20M First Check Business increasing overall sales to \$100M.
- Built and led a high performing team.

**General Manager Nutritional Division | Freehold, NJ**

2002 – 2003

Led turnaround of the \$90M nutritional division, including two FDA regulated manufacturing plants and 230 employees. Dotted line responsibility for sales and marketing with P&L responsibility. Division was financially ring-fenced from corporate; cash funding was driven from an AR and inventory revolving credit line.

- Led comprehensive review of manufacturing cost structure, and profit margins by customer/product. Significantly improved cash flow through reengineering end-to-end processes, improving sales forecasting, improving inventory management utilizing ERP system effectively, and establishing trust with suppliers by following through on commitments.
- Reduced customer backorders by 25% by imposing a three day, firm schedule for the final packaging line.
- Established an operational plan by creating one planning process driven by the sales forecast and MRP utilization.
- Improved communication and transparency, and aligned organization around shared goals.

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**Education & Credentials**

**Bachelor of Science, Mathematics/German, UNION COLLEGE, Schenectady, NY**

**Master of Business Administration, UNIVERSITY OF MASSACHUSETTS, Amherst, MA**

**Graduate Accounting Certification, BENTLEY COLLEGE, Waltham, MA**

**Certified, Production and Inventory Management (CPIM), not current**