INSTRUCTIONS

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

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

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

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

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

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

REVIEW

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

PROVISIONAL CERTIFICATE OF REGISTRATION

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

REGULATIONS

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

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

PUBLIC RECORDS

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

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JTK
Application 1 of 2  
Applicant Non-Profit Corporation  MassMedicum Corp.

QUESTIONS

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

CHECKLIST

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

☑ A fully and properly completed Sitting Profile, signed by an authorized signatory of the applicant non-profit corporation (the “Corporation”)

☑ Evidence of interest in property, by location (as outlined in Section B)

☑ Letter(s) of local support or non-opposition (as outlined in Section C)

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

1. MassMedicum Corp.
   Legal name of Corporation

2. James T. Kurnick, M.D.
   Name of Corporation's Chief Executive Officer

3. 58 Post Island Road
   Quincy, Massachusetts 01269
   Address of Corporation (Street, City/Town, Zip Code)

4. James T. Kurnick, M.D.
   Applicant point of contact (name of person Department of Public Health should contact regarding this application)

5. 781-799-6629
   Applicant point of contact's telephone number

6. jtk923@yahoo.com
   Applicant point of contact's e-mail address

7. Number of applications: How many Siting Profiles do you intend to submit? 2
SECTION B: PROPOSED LOCATION(S)

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

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

<table>
<thead>
<tr>
<th>Location</th>
<th>Full Address</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Dispensing</td>
<td>85 University Drive, Amherst, Massachusetts 01002</td>
<td>Hampshire</td>
</tr>
<tr>
<td>2 Cultivation</td>
<td>One Mear Road, Holbrook, Massachusetts 02343</td>
<td>Norfolk</td>
</tr>
<tr>
<td>3 Processing</td>
<td>One Mear Road, Holbrook, Massachusetts 02343</td>
<td>Norfolk</td>
</tr>
</tbody>
</table>

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

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SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

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

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

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

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

Name and Title of Individual

Signature

Date

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

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

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

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

Signature (add more lines for signatures if needed)

Date

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SECTION D: LOCAL COMPLIANCE

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

MassMedicum Corp.'s ("MMC") proposed dispensary location ("PDL") is located at 85 University Drive, Amherst ("Town") in the Limited Business District (with R&D Overlay). Pursuant to the Town's Bylaws, a retail RMD is allowed in the Limited Business District (with R&D Overlay) upon receipt of a special permit. MMC's PDL location complies with all of the Town's codes, ordinances and Bylaws. In addition to completing the special permit process, MMC will remain compliant with Section 3.360.41 of the Town's Bylaws and will abide by any additional conditions and regulations required by the Town. MMC is diligent in regard to staying current on all applicable local codes, ordinances and bylaws and will remain in contact with local officials to ensure continued compliance.

MMC's proposed cultivation and processing location ("PCL") is located at One Mear Road, Holbrook in the Industrial Zoning District. Holbrook does not have local zoning related to RMDs; however, the PCL is not located within 500 feet of a school, daycare center, or any facility in which children commonly congregate. MMC has worked with Holbrook for more than two years to ensure that the PCL is in full compliance with all of Holbrook's codes, ordinances and bylaws.

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Siting Profile - Page 7
**SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS**

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

Projected Start Date for the First Full Fiscal Year: 01/01/2017

<table>
<thead>
<tr>
<th></th>
<th>FIRST FULL FISCAL YEAR PROJECTIONS 2017</th>
<th>SECOND FULL FISCAL YEAR PROJECTIONS 2018</th>
<th>THIRD FULL FISCAL YEAR PROJECTIONS 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Revenue</td>
<td>$2,325,300.44</td>
<td>$7,557,226.42</td>
<td>$8,115,532.97</td>
</tr>
<tr>
<td>Projected Expenses</td>
<td>$2,232,139.27</td>
<td>$7,149,677.31</td>
<td>$6,701,111.42</td>
</tr>
<tr>
<td>VARIANCE:</td>
<td>$93,161.17</td>
<td>$407,549.11</td>
<td>$1,414,421.55</td>
</tr>
<tr>
<td>Number of unique patients for the year</td>
<td>495</td>
<td>1,610</td>
<td>1,729</td>
</tr>
<tr>
<td>Number of patient visits for the year</td>
<td>8,561</td>
<td>27,824</td>
<td>29,880</td>
</tr>
<tr>
<td>Projected % of patient growth rate annually</td>
<td>69.23%</td>
<td>6.88%</td>
<td></td>
</tr>
<tr>
<td>Estimated purchased ounces per visit</td>
<td>0.776</td>
<td>0.776</td>
<td>0.776</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>$350.00</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>Total FTEs in staffing</td>
<td>12</td>
<td>17</td>
<td>19</td>
</tr>
<tr>
<td>Total marijuana for medical use inventory for the year (in lbs.)</td>
<td>465.1</td>
<td>1,511.4</td>
<td>1,623.1</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs)</td>
<td>415.2</td>
<td>1,349.5</td>
<td>1,449.2</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>49.8</td>
<td>211.8</td>
<td>385.7</td>
</tr>
</tbody>
</table>

Projected date the RMD plans to open: 09/09/2017

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

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

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

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

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

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

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

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

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

Signature of Authorized Signatory
James T. Kunick, M.D.
Date Signed 10-15-16
Print Name of Authorized Signatory
CEO and CFO
Title of Authorized Signatory

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

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

Signature of Authorized Signatory
James T. Kurnick, M.D.

Print Name of Authorized Signatory
CEO and CFO

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

Signature of Authorized Signatory
James T. Kurnick, M.D.

Print Name of Authorized Signatory
CEO and CFO

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Siting Profile – Page 10
I, the authorized signatory for the applicant non-profit corporation, hereby attest that if the corporation is approved for a provisional certificate of registration, the corporation is prepared to pay a non-refundable registration fee of $50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.

[Signature of Authorized Signatory]

Date Signed: 10/19/16

James T. Kumick, M.D.
Print Name of Authorized Signatory

CEO and CFO
Title of Authorized Signatory

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

This is an Agreement made this 24th day of August, 2016, by and between SLOBODY DEVELOPMENT CORP., a Massachusetts corporation with a usual place of business at 916 Southeast Street, Amherst, Massachusetts hereinafter to as the "OWNER", and MASSMEDICUM CORP., a Massachusetts non-profit business corporation with a principal place of business at 58 Post Island Road, Quincy, Massachusetts 02169 hereinafter referred to as the "PROPOSED TENANT" to enter into the Commercial Lease which is attached hereto and made a part hereof (together with all Exhibits referred to therein) and marked "A".

WHEREAS OWNER is constructing a building located at 85 University Drive, Amherst, Massachusetts hereinafter referred to as the "Building";

WHEREAS PROPOSED TENANT wishes to operate a Registered Medical Marijuana Dispensary in the Building;

WHEREAS PROPOSED TENANT needs to procure a license from the Commonwealth of Massachusetts and a Special Permit from the Town of Amherst, Massachusetts to operate the Registered Medical Marijuana Dispensary;

WHEREAS PROPOSED TENANT desires to obtain an Option to Lease the Building:

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and the mutual covenants contained herein, OWNER and PROPOSED TENANT hereby agree as follows:

1. OPTION TO LEASE. PROPOSED TENANT shall have the Option to lease the Building from the OWNER for a ten (10) year period and have the right to extend the term of the lease for up to two (2) successive five (5) year extension periods as provided for and subject to the conditions in the lease. The Lease shall be in the form of the Commercial Lease ("Lease"), a copy of which is attached hereto and marked as Exhibit "A" for the premises described therein.

2. TERM OF OPTION. The Option Term shall commence May 1, 2016 and terminate March 1, 2017, or such earlier date as PROPOSED TENANT shall deliver to OWNER written notice of its intent to terminate. In the event that the PROPOSED TENANT terminates this option in accordance with the above
provision PROPOSED TENANT will only be liable for Option Fee amounts up to and through the last day of the month in which the option is terminated.

3. NON REFUNDABLE OPTION FEES. PROPOSED TENANT shall pay OWNER a Non Refundable Option Fee on the dates and in the amounts as follows:

- May 1, 2016: $1,000.00
- June 1, 2016: $1,000.00
- July 1, 2016: $2,000.00
- August 1, 2016: $2,000.00
- September 1, 2016: $3,000.00
- October 1, 2016: $3,000.00
- November 1, 2016: $4,000.00
- December 1, 2016: $4,000.00
- January 1, 2017: $5,000.00
- February 1, 2017: $5,000.00
- March 1, 2017: $6,000.00

In the event the PROPOSED TENANT fails to make the payments by the dates listed above time being of the essence the OWNER may terminate this Agreement by giving written notice to the PROPOSED TENANT at which time this Agreement shall become absolutely null and void and neither party hereto shall have any liability, obligation or duty hereunder and this Agreement and this Agreement shall be void with recourse to the parties hereto.

In the event that the OWNER terminates this option in accordance with the above provision PROPOSED TENANT will only be liable for Option Fee amounts up to and through the last day of the month in which the option is terminated.

4. EXERCISE OF OPTION. PROPOSED TENANT may exercise its right to Lease the Building at any time during the Option Term, by giving written notice thereof to the OWNER. In the event the PROPOSED TENANT does not exercise its exclusive right to Lease the Building during the Option Term, OWNER shall be entitled to retain all Option Fees paid, and this Agreement shall become absolutely null and void and neither party hereto shall have any liability, obligation or duty hereunder and this Agreement and this Agreement shall be void with recourse to the parties hereto.

5. The parties shall execute said LEASE within 10 days from the PROPOSED TENANT exercising the Option and said Lease shall commence on the 1st day of the month following the exercise of the Option. (I.E. If the Proposed

Page 2 of 4
Tenant exercises the Option on August 5, 2016 the Lease shall begin September 1, 2016).

6. NOTICES. Any notice or other communication given by either party to the other relating to this Agreement shall be in writing and shall be sent by U.S. Postal Service registered or certified mail, postage prepaid, return receipt requested, or by any overnight courier, including but not limited to Federal Express, DHL, United Parcel Services, and U.S. Postal Service Priority Mail Express with signature of recipient requested, addressed to the parties at the respective addresses set forth below, and such notice or other communication shall be deemed given when so mailed or so delivered to the courier. The attorney for any party may give notice on behalf of such party, and agreements for extensions of time may be entered into between such attorneys, which agreements shall be binding upon the parties, provided that such agreements are in writing mailed or delivered in the manner herein above provided. An email shall not constitute a valid notice hereunder but may be sent to the other party as a courtesy.

TO OWNER:
Attn: Richard Slobody
P.O. Box 2023
Amherst, MA 01004-2023
E-Mail: richardsjlobody@aol.com

With a copy to:
Attorney for the Owner
Alan Nathanson Sharpe, Esquire
Attorney at Law
30 North Pleasant Street
Amherst, MA 01002
E-Mail: Sharpe.law@verizon.net

TO PROPOSED TENANT:
MassMedicum Corp.
C/O James T. Kurnick, M.D.
58 Post Island Road
Quincy, MA 02169
E-Mail: drj@massmedicum.com

A party may at any time advise the other party of a change its address utilizing the procedure above.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year and day first above written.

OWNER
SLOBODY DEVELOPMENT CORP
BY: Richard T. Slobody, President and Treasurer Duly Authorized

PROPOSED TENANT
MASSMEDICUM CORP
BY: James T. Kynick President & Treasurer Duly authorized
COMMERCIAL LEASE

LEASE made this ___ day of ___ , 201__ by and between SLOBODY DEVELOPMENT CORP. (or an entity to be formed by Richard Slobody which entity will replace Slobody Development Corp. as Lessor), a Massachusetts corporation with a usual place of business at 916 South East Street, Amherst, Hampshire County, Massachusetts, hereinafter referred to as the "LESSOR", and MASSMEDICUM CORP, a Massachusetts non-profit business corporation with a principal place of business at 58 Post Island Road, Norfolk County, Quincy, Massachusetts hereinafter referred to as the "LESSEE".

1. PREMISES: The LESSOR hereby, pursuant to this lease (the "Lease") leases to the LESSEE and the LESSEE leases from the LESSOR the building (1,700 square feet +/-) located at 85 University Drive, Amherst, Hampshire County, Massachusetts as shown on Exhibit "A" attached hereto and made a part hereof (hereinafter defined as the "Premises"). The Premises shall be delivered to the LESSEE as a shell building with the specifications shown on Exhibit "A" attached hereto. The LESSOR's work on the building should be completed by October 31, 2016. In the event the LESSEE exercises the Option to Lease prior to the LESSOR's work being completed, LESSOR shall not be in default of this Lease. LESSOR reserves the right to use for itself or lease any portion of the property outside of the Premises shown as Lot 1 on Exhibit "B" attached hereto (hereinafter defined as "Property" or "Common Area") including but not limited to the parking areas, overhang/drive through which is affixed to the Premises, roads, sidewalks, pedestrian walkways, and landscaped areas. LESSEE shall have as appurtenant to the Premises, the non-exclusive right, privilege and easement to use the Common Area in common with the LESSOR or any person or entity the LESSOR leases to and to permit its employees and invitees to use the Common Area for the purpose of pedestrian and vehicular access to and from the Premises to the streets and highways adjacent to the building, without any fee or charge therefor.

2. TERM: The initial term of this Lease for the Premises shall be for One Hundred and Twenty (120) months commencing on the COMMENCEMENT DATE and terminating One Hundred and Twenty (120) months thereafter (the "Initial Term"). For the purposes hereof the COMMENCEMENT DATE shall be 15th day of the month following the LESSEE's exercise of the Option to Lease. (i.e. if LESSEE exercises the Option July 5, 2016 the Lease shall begin August 1, 2016). This section will be amended upon the LESSEE exercising the Option to Lease to reflect the actual start and termination dates of this Lease.
3. **RENT:** The LESSEE shall pay to the LESSOR, without diminution, deduction, or set off, base rent for the Premises during the Initial Term according to the following schedule:

The sum of Eight Hundred AND Twenty-Five Thousand Three Hundred and Ninety-Nine and 12/00 ($825,399.12) Dollars payable in advance in monthly installments as follows:

1. Year One: $72,000.00 payable in monthly installments of $6,000.00;
2. Year Two: $74,160.00 payable in monthly installments of $6,180.00;
3. Year Three: $76,384.80 payable in monthly installments of $6,365.40;
4. Year Four: $78,676.32 payable in monthly installments of $6,556.36;
5. Year Five: $81,036.60 payable in monthly installments of $6,753.05;
6. Year Six: $83,467.68 payable in monthly installments of $6,955.64;
7. Year Seven: $85,971.72 payable in monthly installments of $7,164.31;
9. Year Nine: $91,207.44 payable in monthly installments of $7,600.62;
10. Year Ten: $93,943.68 payable in monthly installments of $7,828.64;

Rent shall be due on the first day of each and every month time being of the essence from the commencement of the Initial Term of this Lease through the termination of the Term. A late charge of $100.00 shall be charged for rent received or postmarked after the 10th day of any month. Rent checks shall be made payable to Slobody Development Corp. and mailed to P.O. Box 2023, Amherst, MA 01004-2023.

3.1 **EXTENSION OPTIONS:** Provided that LESSEE is not then in default of its obligations hereunder, LESSEE shall have the right to extend the Term of this Lease for up to two (2) successive extension periods. Each such extension period shall be for a period of five (5) years. The exercise of the first such five (5) year extension period ("First Extension") shall be a condition precedent to the exercise of the second five (5) year extension period ("Second Extension"). LESSEE shall provide LESSOR written notice no more than twelve (12) months but at least eight (8) months prior to the expiration of the then term of its intent to extend the Term of this Lease under the First Extension or the Second Extension, as the case may be. At LESSOR's option, failure to give such timely notice shall be an irrevocable waiver of these extension options without recourse. The base rent payable by LESSEE to LESSOR in the first year of the First Extension shall be One Hundred Fifty Percent (150%) of the amount of rent in the last year of the initial Lease Term and shall increase at a rate of Three Percent (3%) annually thereafter. The base rent payable by LESSEE to LESSOR in the first year of the Second Extension shall be One Hundred Fifty Percent (150%) of the amount of rent in the last year of the First Extension and shall increase at a rate of Three Percent (3%) annually thereafter.

During the term(s) of the First Extension and Second Extension rent shall be due on the first day of each and every month, time being of the essence. A late charge of $100.00 shall be charged for rent received or postmarked after the 10th day of any month. Rent checks shall be made payable to Slobody Development Corporation and mailed to P.O. Box 2023, Amherst, MA 01004-2023.
4. **UTILITIES:** All applications and connections for necessary utility service for the Premises shall be made in the name of the LESSEE only and by the LESSEE on or before the commencement of this Lease, and LESSEE shall be solely liable to pay for all charges thereto as they become due, including but not limited to: electricity, cable, cable lines, telephone services, internet, computer, security, fire monitoring, heating, ventilation and air conditioning, water, sewer, gas, fuel, oil and any other service of any kind or nature supplied to the Premises. LESSEE shall be responsible to install at LESSEE’s sole cost and expense anything necessary in order to provide the services to the Premises.

5. **USE OF LEASED PREMISES:** The LESSEE’s use of the demised Premises shall be limited to a registered Medical Marijuana Dispensary and no other use is allowed. The LESSEE hereby specifically acknowledges that no trade or occupation shall be conducted in or on the Premises or use made thereof which will be unlawful, improper, noisy, offensive or contrary to any law or municipal by-law or ordinance in the Town of Amherst, Massachusetts, Commonwealth of Massachusetts or Federal Government. LESSEE is required to maintain at its sole cost and expense all necessary permits, special permits, licenses, variances and approvals from the Town, State or Federal authorities to conduct the stated lawful business on the Premises during the Term of this Lease. LESSEE agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County, Municipal authorities now or hereinafter in effect applicable to the Premises and to the business to be conducted therein at its sole cost and expense. Failure of LESSEE to obtain any such permits, licenses or approvals shall not excuse them from performance of this Lease.

LESSEE shall not do or permit anything to be done in or about the Premises or Common Area which will in any way obstruct or interfere with the rights of LESSOR or other lessee of the Common Area or injure or unreasonably annoy them.

6. **MAINTENANCE/REPAIRS OF PREMISES AND COMMON AREA:**

LESSEE shall, except as noted herein, be responsible for and agrees to maintain at LESSEE’s own cost and expense the Premises in the same condition as they are at the commencement of the Term hereof, or as they may be put in during said Term, reasonable wear and tear, damage by fire and other casualty only excepted and whenever necessary to replace glass therein. The maintenance shall include but not be limited to a) the entire interior of the Premises; b) the keeping of the area within the Premises clean and free of all debris, rubbish, paper, etc.; c) the keeping of all drains free of grease, oil and other debris; d) the keeping of the Common Area including all walks, sidewalks, parking areas, curbs, access ways, driveways, free of accumulation of dirt, snow, ice and rubbish and the upkeep of the landscaping and lawn (or the LESSEE’s ratable cost of same if LESSOR has leased to any person or entity any portion of the Common Area or a portion of the building or space appurtenant thereto utilizing the Common Area in which case the parties agree LESSEE’s ratable portion will never be below ninety percent (90%); e) the keeping of the air conditioning and heating systems including the ducts thereof in good working order and
replacing same if necessary; f) the keeping of all plumbing, fire, fixtures, sinks, toilets, hot water heaters, pipes, safety, security systems fire monitoring systems, ventilation, exterior entry alarm/security systems and video camera's in good working order and replacing same if necessary; g) the keeping of electrical and mechanical systems in good working order and replacing same if necessary; h) the keeping of all outside lights in good working order and replacing the same if necessary. Without limiting the generality of the forgoing LESSEE shall make all repairs and replacements to the Premises required by all applicable federal, state and local laws, regulations ordinances and orders at its own cost and expense. LESSEE shall obtain and pay for all permits required by the Town of Amherst, State or Federal Government prior to the start of any repair or replacement. LESSEE shall be responsible for at LESSEE’s own cost and expense any upgrade of any portion of the Premises required by the Town of Amherst, Commonwealth of Massachusetts, or Federal Government as a result of LESSEE’s use of the Premises. If LESSEE does not make the repairs and LESSOR has knowledge they have not been made, LESSOR may make the repairs. LESSEE shall be responsible for the cost of such repair(s) and shall pay LESSOR within ten (10) days of receiving written notice of the cost of the repair, accompanied by a receipt for such remedial work if performed by a third party.

The LESSEE shall obtain written consent of LESSOR before erecting any signs on the Premises and shall obtain written consent of LESSOR before placing posters or bulletin boards in the windows. All signs must conform to the sign regulations of the Town of Amherst, MA.

The Letter of Intent executed by LESSEE and LESSOR requires the LESSEE at its expense to provide Heating, Ventilation and Air Conditioning (“HVAC”) and electrical service. The Town of Amherst is requiring the LESSOR to install these items as part of the building shell. LESSEE acknowledges that the HVAC equipment were installed by the LESSOR pursuant to the General Construction and Environmental, Inc. specifications attached hereto as Exhibit “C” attached hereto. LESSEE agrees to pay the LESSOR Fifty-Eight Thousand Two Hundred and Seventy and 78/100 ($58,270.78) Dollars as reimbursement for the cost and installation of said systems within seven (7) days of the execution of this Lease. LESSEE acknowledges these systems are in good working order as of the date of this Lease and LESSEE accepts them in “as is” condition.

LESSOR, at its sole cost and expense, shall maintain and keep in good order and repair and make any necessary replacements to the roof, foundation, structural components and exterior walls of the building. However, any construction by LESSEE on or about any structural components which may cause any damage to such components shall cause the LESSEE to be responsible for the repairs of such damage as well as the diminishment of the useful life of such structural components.

7. GARBAGE/RECYCLING: LESSEE shall provide and pay the costs of a rubbish dumpster and/or recycling containers. All of LESSEE’s debris, rubbish, paper, cardboard etc. must be put in the dumpster or recycling container and not placed anywhere else outside of the Premises. LESSEE shall not dispose of any marijuana in the dumpster. The dumpster and/or recycling shall be put in a location designated by LESSOR. Only
Rubbish and Recycling generated on the Premises can be disposed of in the dumpster, and must be brought there and placed in the dumpster by the LESSEE.

8. ALTERATIONS/ADDITIONS/LESSEE IMPROVEMENTS: The LESSEE shall not make any alterations, additions, improvements to the Premises without the prior written consent of the LESSOR which consent shall not be unreasonably withheld or delayed. All such allowed alterations and improvements shall be at LESSEE's expense and shall be in a quality at least equal to the construction of the building shell. LESSEE shall be responsible to complete all alterations and improvements to the interior of the Premises and acknowledges they are accepting the Premises with no such alterations or improvements. A general list of all such proposed alterations to be performed by LESSEE and approved by LESSOR is attached hereto as Exhibit “D”. This list shall be more precisely confirmed by plans prepared by LESSEE's architect and presented to LESSOR for approval prior to the commencement of any work, and LESSOR's approval shall not be unreasonably withheld.

The LESSEE, before making any alterations, additions or improvements, shall at its own expense obtain all permits, approvals and certificates required by any governmental authority and shall promptly deliver copies of same to the LESSOR. The LESSEE will cause the LESSEE's contractors and subcontractors to carry such worker's compensation, general liability and personal and property damage insurance as the LESSOR may reasonably require. During the course of construction, LESSEE shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum LESSOR may require. All risk of loss or damage to the improvements during the course of construction shall be on LESSEE with proceeds from insurance thereon payable to LESSOR. The LESSEE agrees to hold the LESSOR free and harmless from any liability for labor or materials supplied for such work and shall keep the leased Premises free from mechanics liens of any kind by obtaining waivers thereof and by removing or bonding any lien filed seven (7) days from receipt of notice of the filing thereof.

All of LESSEE’s improvements shall be up to industry standards and meet all requirements required by the Town of Amherst, Commonwealth of Massachusetts or Federal government. LESSEE shall be responsible for at LESSEE's own cost and expense any upgrade of any portion of the Premises including but not limited to compliance with the Americans with Disabilities Act if any such upgrade is required by the Town of Amherst, Commonwealth of Massachusetts or federal government during the Term of this Lease.

Nothing herein shall alter the intent of the parties that LESSEE shall be fully and completely responsible for all aspects pertaining to the construction of the improvements to the Premises and for the payment of all costs associated therewith. LESSOR shall be under no duty to investigate or verify LESSEE’s compliance with the provision herein. Moreover, neither LESSEE nor any third party may construe the permission granted LESSEE hereunder to create any responsibility on the part of LESSOR to pay for any improvement, alterations or repairs occasioned by LESSEE. The LESSEE shall keep the property free and clear of all liens and, should LESSEE fail to do so, or have any liens removed from the property within seven (7) days including all other remedies available to LESSOR including but not limited to termination of the Lease, LESSEE shall indemnify and hold LESSOR harmless for all costs
and expenses including attorney's fees, occasioned by LESSOR in having said lien removed from the property; and such costs and expenses shall be billed to LESSEE and payable by LESSEE within seven(7) days of receipt of the bill.

Upon completion of construction, LESSEE shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep same in force.

Any and all alterations, additions or improvements to the leased Premises made by the LESSEE shall become the property of the LESSOR without payment therefore by the LESSOR at the termination of occupancy provided herein.

9. ASSIGNMENT/SUBLEASING: The LESSEE shall have no power or right to convey, sublet or assign this Lease, or the Premises hereby leased, or any part or interest therein, nor to sublet any part of said Premises without the written consent of the LESSOR. In the event that the LESSEE shall assign or sublet all, or a portion of the Premises, any monies paid to the LESSEE in excess of the monthly rent paid by the LESSEE to the LESSOR shall be due to the LESSOR. In no event shall an assignment, sublet or consent thereto, or acceptance of rent from or by any other person in possession or interest in said Premises or any part thereof be deemed to excuse, waive, or affect any obligation, duty or agreement of the LESSEE herein expressed or implied.

Notwithstanding the foregoing, LESSEE shall have the right to sublet this Lease one time to a Management Company (the "Management Company") that will be providing capital, construction/build out, fixtures, equipment and employees to LESSEE. The Management Company is not yet formed. LESSEE's right to sublet to the Management Company conditioned on the LESSEE and Management Company entering into a sublease agreement (the "sublease agreement"). Management Company and LESSEE must agree to be jointly and severally liable to LESSOR for all obligations, duties and agreements of LESSEE to LESSOR herein expressed or implied or LESSOR will not be under any obligation to consent to the sublet. The sublease agreement will require LESSOR's written consent which will not be unreasonably withheld. LESSOR agrees not to claim any portion of the increased rent if any charged by Management Company to LESSEE as sublessee. The subletting to Management Company or acceptance of rent by LESSOR from Management Company shall not excuse, waive or affect any obligation, duty or agreement of LESSEE herein expressed or implied (which, following the sublet, shall be joint and several with the Management Company).

10. SUBORDINATION: This Lease shall be subject and subordinate to any and all mortgages, deeds of trust, deeds, security agreements, easements, restrictions, Uniform Commercial Code (UCC) financing statement, liens and other instruments in the nature of a mortgage, deed of trust, deed, security agreement, easement, restriction, Uniform Commercial Code (UCC) financing statement or lien now or at any time hereafter on the Property or Common area of which the Premises are a part, and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust, deeds, security
agreements, restrictions, Uniform Commercial Code (UCC) financing statements, lien or other such instruments in the nature of a mortgage, deed, security agreement, restriction, Uniform Commercial Code (UCC) financing statement and/or lien and if LESSEE within seven (7) days after submission of such instrument, fails to execute the same, the LESSOR is hereby authorized to execute the same as attorney-in-fact for LESSEE.

11. **LESSOR’S ACCESS:** The LESSOR or agents of the LESSOR may, at reasonable times after reasonable notice, enter to view the Premises, subject to any requirements and restrictions imposed by the Massachusetts Department of Public Health and the requirement of being accompanied by security personnel of the LESSEE only when accompanied by LESSEE’s authorized personnel or security guard(s), and (a) remove placards and signs not approved and affixed as herein provided, (b) make repairs and alterations as LESSOR should elect to do, (c) may show the Premises to others, and at any time may affix to any suitable part of the Premises or Common Area a notice for letting or selling the Premises or Common Area the same so affixed without hindrance or molestation and, only when accompanied by LESSEE’s authorized personnel or security guard(s), to enter and show the Premises to prospective lessees, provided, however, LESSOR shall use best efforts to avoid unreasonable interference with the conduct of LESSEE’s business.

Notwithstanding the foregoing, however, in the case of an emergency, the LESSOR may enter the leased Premises without notice to remedy such emergency.

12. **INDEMNIFICATION AND LIABILITY:** The LESSEE covenants at its expense at all times during the Term, and such other time as LESSEE occupies the Premises, or any part thereof, to assume exclusive control of the Premises and all tort liabilities incident to the control or leasing thereof.

LESSEE shall indemnify LESSOR and LESSOR’s agents, employees, directors, and stockholders and save them harmless from and against any and all claims, actions, damages, liability and expense arising out of (i) any matter, cause or thing relating to LESSEE’s use and occupancy, control or management of the Premises or Common Area; (ii) any work or thing done in or about the Premises or Common Area, except if done by the LESSOR; (iii) any negligence on the part of the LESSEE or any of it’s agents, contractors, servants, employees, licensees, invitees, lessees, concessionaires or anyone claiming under LESSEE in or about the Premises or Common Area, unless caused by the wrongful act or negligence of the LESSOR or its agents, employees or contractors; (iv) any accident, injury, damage to any person or property occurring in or about the Premises or the Common Area, unless caused by the wrongful act or negligence of the LESSOR or its agents, employees or contractors; and (v) any failure on the part of the LESSEE to perform or comply with any of the covenants, agreements, terms and conditions contained in this Lease on its part to be performed or complied with. In case LESSOR and/or its Agents shall be made a party to any litigation commenced by or against LESSEE, then LESSEE shall defend, protect and hold LESSOR harmless and/or its Agents harmless and shall pay all costs, expenses and reasonable attorney’s fees incurred by said LESSOR and/or its agents in connection with such litigation.

7
13. **LESSEE'S LIABILITY INSURANCE:** The LESSEE agrees that it shall maintain, at all times, and at its expense, during the Term of this Lease, comprehensive public liability insurance with respect to the leased Premises. Such insurance shall name the LESSOR and LESSEE as insured's, and have at least $2,000,000.00 per occurrence and $4,000,000.00 in the aggregate covering personal injury, death and property damage liability. In addition, such insurance shall include at least $500,000.00 tenant legal liability covering the tenant’s Premises. LESSEE agrees that it shall also maintain, at all times, and at its expense during the Term of this Lease Workers Compensation Insurance as required by Law and comprehensive commercial automobile insurance with combined single limit of $2,000,000.00 per occurrence and $4,000,000.00 in the aggregate covering personal injury, death and property damage. Such insurance (policies) shall be in whatever form and with such insurance companies as are reasonably satisfactory to LESSOR with or through responsible companies qualified to do business in Massachusetts and are in good standing therein, insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as divided and shall name the LESSOR as an additional insured. The LESSEE shall deposit with the LESSOR certificates for such insurance ten (10) days prior to the commencement of the Lease, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

14. **INSURANCE/REAL ESTATE TAX AND PERSONAL PROPERTY TAX:**

The LESSEE shall pay to the LESSOR 100% of the insurance premium of the LESSOR's insurance covering the Premises and Common Area. Payment of same by the LESSEE to the LESSOR shall be made within Ten (10) days of presentation of a written bill by the LESSOR.

In addition to the rent herein specified, the LESSEE shall pay to the LESSOR, as additional rent, 100% of the real estate taxes for the Premises and Common Area. Said real estate tax shall be paid in monthly installments of 1/12th the total at the time the rent is due. The fiscal tax year for real estate taxes is July 1 through June 30. Within thirty (30) days of the end of the fiscal tax year LESSOR shall reconcile the real estate tax account. If there has been an overpayment by LESSEE, LESSOR shall reimburse LESSEE for the overpayment by August 15th each year. If there is an underpayment by LESSEE, LESSEE shall reimburse LESSOR for the underpayment by August 15th each year.

LESSEE shall pay or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Lease Term upon all of LESSEE's leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises. In the event any or all of LESSEE's leasehold improvements, equipment, furniture or other personal property shall be assessed and taxed with the real property, LESSEE shall pay to LESSOR all such taxes within seven (7) days after delivery to LESSEE by LESSOR of a statement in writing setting forth the amount of such taxes applicable to LESSEE's property.
15. **WAIVER OF SUBROGATION:** LESSEE hereby releases LESSOR, to the extent of LESSEE'S insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of LESSOR or its agents, provided, however, that this release shall be in force and effect only with respect to loss or damage occurring during such time as LESSEE’s policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right of LESSEE to recover thereunder. LESSEE agrees that its fire and other casualty insurance policies will include such a clause.

16. **FIRE, CASUALTY, EMINENT DOMAIN:** Should a substantial portion of the Premises, Property or the Common Area, be substantially damaged by fire or other casualty or be taken by eminent domain, the LESSOR may elect to terminate this Lease. When such fire, casualty or taking renders the Premises, Property or Common Area substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this Lease if:

(a) the LESSOR fails to give written notice within sixty (60) days of intention to restore the Premises, or

(b) the LESSOR fails to restore the Premises to a condition substantially suitable for their intended use within one hundred eighty (180) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Premises for any taking by eminent domain, except for damage to the LESSEE’s fixtures, property or equipment, and damages allocable to LESSEE’s leasehold interest, loss of business and/or relocation costs.

17. **DEFAULT AND BANKRUPTCY:**

A. (1) LESSEE’s failure to pay any installment of rent or any other payment due pursuant to any section of this Lease within ten (10) business days of written notice from LESSOR shall constitute an “Event of Default” and shall at LESSOR’s option result in the automatic and immediate cancellation and termination of this Lease. If so terminated to LESSOR, LESSEE shall immediately remove itself and its employees from the Premises and surrender same to the LESSOR. The LESSOR shall have the right while such Event of Default continues to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended and to remove the LESSEE’s effects without prejudice to any remedies which might be otherwise used for arrears of rent or other Events of Default.

(2) LESSEE’s failure to immediately surrender the Premises in accordance with this provision shall result in the LESSOR having all remedies available to LESSOR under this Lease and under the General Laws of the Commonwealth of Massachusetts, including an immediate right to commence an action to evict LESSEE.
LESSEE freely, voluntarily, knowingly and willingly hereby waives the terms and provisions of Chapter 186, Section 11, as amended, of the General Laws of Massachusetts, together with any and all rights said provision would have bestowed upon LESSEE. It is understood and agreed by and between the LESSEE and LESSOR that as a result of this waiver, LESSOR shall have the unquestioned right and privilege to immediately commence an eviction proceeding against LESSEE if LESSEE fails and refuses to immediately remove and surrender the Premises to LESSOR in accordance with this provision.

Upon entry or termination of this Lease as a result of LESSEE's breach thereof, LESSEE agrees, not withstanding any entry or re-entry by LESSOR, whether by summary proceeding, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges under the terms of this Lease, as if this Lease had not been terminated or LESSOR had not entered or re-entered as aforesaid, and whether the Premises be re-let or remain vacant in whole or in part, except in the event the Premises be re-let, LESSEE shall have a credit in the net amount of rent received after deduction of all reasonable expenses by LESSOR in re-letting during the remainder of this Lease.

B. The following shall also be Events of Default:

1. The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and if such default shall not be corrected within ten (10) days after written notice thereof; provided, however, that if such default is not reasonably capable of being cured within such ten (10) day period, it shall not be considered an Event of Default if LESSEE commences cure within such ten (10) day period and thereafter diligently pursues such cure; or

2. The LESSEE shall be declared bankrupt or insolvent according to law which bankruptcy proceeding is not discharged within one hundred eighty (180) days, or, if any assignment shall be made of LESSEE's property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises to declare the Term of this Lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other Events of Default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the Term; provided, however, LESSOR shall use commercially reasonable efforts to re-let the Premises. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any material conditions or covenants of LESSEE's part to be observed or performed under or by virtue of any of the provisions in any section or article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of twelve (12%)
percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent; or

(3) The LESSEE is in violation of any local, state or federal law.

In the event of any uncured default or breach by LESSEE in addition to the other remedies referred to in this Section, LESSOR may at any time after all applicable notice and cure periods set forth in this Section, in its sole discretion, without notice or demand and without limiting LESSOR in the exercise of a right or remedy which LESSOR has by reason of such default or breach:

(a) Terminate LESSEE's possession of the Premises by any lawful means in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to LESSOR.

(b) Maintain LESSEE's right to possession, in which case this Lease shall continue in effect whether or not LESSEE shall have abandoned the Premises. In such event the LESSOR shall be entitled to enforce all of LESSOR's rights and remedies under this Lease, including the right to recover the rent, and any other charges and adjustments as may be due hereunder; or

(c) Pursue any other remedy or combination of remedies now or hereafter available to LESSOR under the laws or judicial decisions of the Commonwealth of Massachusetts

18. **LEGAL RECOURSE:** LESSEE shall look solely to the equity of the LESSOR in the Premises, Property and Common Area located at 85 University Drive, Amherst, Massachusetts, for the satisfaction of any judgment (or other judicial process) requiring the payment of money by the LESSOR to the LESSEE or other the remedy of the LESSEE in the event of a breach by the LESSOR, of any of the covenants or conditions of this Lease. In the event LESSOR conveys or transfers its interest in the property or in the Lease, except as collateral security for a loan, upon such conveyance or transfer LESSOR (and in the case of any subsequent conveyance or transfers, the then grantor or transferee) shall be entirely released and relieved from all liability with respect to performance of any terms, covenants, and conditions on the part of LESSOR to be performed hereunder from and after the date of such conveyance, or transfer, provided that any amounts then due and payable to LESSEE by LESSOR (or the then grantor or transferee) or any other obligations then to be performed by the LESSOR (or the then grantor or transferee) for LESSEE under any provisions of this Lease, shall either be paid or performed by LESSOR (or the then grantor or transferee) or such payment or performance assumed by the grantee or transferee; it being intended hereby that the covenants and obligations on the part of the LESSOR to be performed hereunder shall be binding on LESSOR, its successors and assigns only during and in respect of their respective periods of ownership of an interest in the Premises and/or Common Area or in this Lease. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied between LESSOR and LESSEE that
LESSOR’s interest hereunder and in the Premises or Common Area shall be subject to impressments of an equitable lien or otherwise.

19. **PAYMENT OF LESSOR’S COST OF ENFORCEMENT:** LESSEE covenants and agrees to pay on demand LESSOR’s expenses, including reasonable attorneys fees, incurred in enforcing any obligation of LESSEE under this Lease.

20. **ESTOPPEL CERTIFICATE:** Upon not less than fifteen (15) days prior written request, either LESSOR or LESSEE agrees, in favor of the other, to execute acknowledge and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications that the same are in full force and effect as modified and stating the modifications) and the dates to which the fixed rent and additional rent and other charges have been paid and any other information reasonably requested. Any such statement pursuant to this Section may be relied upon by any prospective purchaser, mortgagee or lending source.

21. **OVERLOADING; NUISANCE; ETC.:** LESSEE shall not injure, overload, deface or otherwise harm the Premises; not commit any nuisance; nor permit the emission of any objectionable noise or odor; nor make, allow nor suffer any waste; nor make any use of the Premises which is improper, offensive or contrary to any law, ordinance, order or regulation of any public authority or which will invalidate any insurance.

22. **EFFECT OF WAIVERS OF DEFAULT:** Any consent or permission by LESSOR to any act or omission by LESSEE which otherwise would be a breach of any covenant or condition herein, or any waiver by LESSOR of the breach of any covenant or condition, herein shall not in any way be 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.

23. **NO ACCORD AND SATISFACTION:** No acceptance by LESSOR 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, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR’s right to recover the balance of such installment or pursue any other remedy in this Lease provided.

24. **REMEDIES CUMULATIVE:** Any and all rights and remedies which LESSOR may have under this LEASE, 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.

25. **NOTICE:** All notices herein provided for shall be in writing. Notice shall be given to the LESSEE by mailing the same by registered or certified mail, return receipt requested, postage prepaid, in an envelope addressed to said LESSEE at the demised Premises located at 85 University Drive, Amherst, Hampshire County, Massachusetts,
01002, or to such other address as the LESSEE may hereinafter in writing designate to the LESSOR.

Notice shall be given to the LESSOR by mailing the same by registered or certified mail, return receipt requested, postage prepaid, in an envelope addressed to Slobody Development Corporation, P.O. Box 2023, Amherst, Massachusetts, 01004-2023, or to Slobody Development Corporation, Leasing Office, Suite #100, 479 West Street, Amherst, Massachusetts, 01002, or at such other address as the LESSOR may hereinafter in writing designate to the LESSEE.

26. SURRENDER: The LESSEE shall, at the expiration or other termination of this LEASE, remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all structural alterations and additions made to the Premises upon termination of this Lease or any extension thereof made to or upon the Premises. For the avoidance of doubt, any and all internal or external closed circuit video surveillance cameras, connected viewing monitors and computers or video recording devices, indoor emergency event notification systems, GPS tracing systems, vault/safe (whether or not attached to Premises), police emergency call lines or video camera feeds from external cameras for police viewing may all be detached and removed from the Premises by LESSEE. The Premises delivered to the LESSOR must be in the same condition as they were at the commencement of the Term, or as they were put in during the Term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the Premises, LESSOR is hereby authorized by LESSEE, without liability to LESSOR for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or, to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or destroy such property.

27. QUIET ENJOYMENT: LESSOR agrees that upon LESSEE's paying the rent and performing and observing the agreements, conditions and other provisions on their part to be performed and observed, LESSEE shall and may peaceably and quietly have, hold and enjoy the Premises during the Term of the LEASE without any manner of hindrance or molestation from LESSOR or anyone claiming under LESSOR, subject, however, to the terms of this Lease and any instruments having a prior lien.

28. RULES AND REGULATIONS: LESSEE shall observe and comply with all such reasonable rules and regulations as the LESSOR may make from time to time to promote or preserve the safety, care and cleanliness of the Premises and the preservation of the good order therein. Said rules and regulations may include the designation of specific parking spaces for as well as a maximum number of LESSEE vehicles allowed at 85
University Drive, Amherst, however affording LESSEE adequate parking spaces for its customers/patients.

29. **APPLICABLE LAW AND CONSTRUCTION:** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall, to any extent invalid or unenforceable provisions are contained herein they shall be reformed so as to be enforceable to the maximum extent permissible by law or if not so reformable then to be eliminated from the Lease, with the remainder of this Lease remaining in full force and effect as though not containing the offending provision(s). There are no other oral or written agreements between LESSOR and LESSEE affecting this Lease, which supersedes any prior discussions or arrangement and is the definitive agreement between the LESSOR and LESSEE. This Lease may be amended only by instruments in writing executed by LESSOR and LESSEE. The titles of the several sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "LESSOR" and "LESSEE" 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, by or under them respectively.

30. **HOLDING OVER:** If LESSEE or anyone claiming under LESSEE shall remain in possession of the Premises or any part thereof after the expiration of the Term of this Lease without any agreement in writing between LESSOR and LESSEE, the person or entity remaining in possession shall be deemed a tenant from month to month, at a rental rate of one hundred and fifty percent (150%) of the last monthly rent, plus all other charges payable hereunder subject to the provisions of this Lease insofar as the same may be made applicable to a tenancy from month to month.

31. **DISPOSAL OF HAZARDOUS WASTE:** The LESSOR requires that all hazardous or toxic substances, materials or wastes ("Hazardous Substances") be handled in a manner that conforms to any and all Massachusetts Code, local code, Federal or State Statute, law or ordinance. This provision will be strictly enforced. LESSEE shall be fully liable to LESSOR and shall pay at LESSEE’s sole cost and expense all damages for any environmental violations caused to the leased Premises or any other portion of the building or land on which the leased Premises is located caused by the LESSEE, its employees, agents, subtenants, contractors or invitees. As used herein “environmental violations” shall mean the improper use or storage, or disposal or release of hazardous substance in or on any of LESSOR’s property. As used herein “hazardous substance” shall include but not be limited to any toxic, ignitable, corrosive as well as any material or substance which are defined as hazardous waste or hazardous material, under any federal or State statute, law or ordinance, and shall also include, but not be limited or restricted to asbestos, PCBs, oil, petroleum, products and their by-products.

32. **SECURITY DEPOSIT:** Upon the execution of this Lease, the LESSEE shall pay to the LESSOR the amount of Six Thousand ($6,000.00) Dollars which shall be held as a security deposit for the LESSEE’s performance as herein provided and refunded to the
LESSEE without interest within thirty (30) days of the termination of this Lease subject to the LESSEE's satisfactory compliance with the conditions thereof (the "Security Deposit"). The payment of the Security Deposit was made and to be held by LESSOR as security for the full, faithful and punctual performance and/or payment by LESSEE of all of the covenants and obligations of LESSEE under this Lease. LESSOR's right to claim damages shall not be limited to the amount of the Security Deposit. LESSOR may from time to time, without prejudice to any other remedy, apply the Security Deposit or any part thereof to LESSOR's damages arising from any default on the part of LESSEE. Upon such use LESSEE shall be obligated to immediately restore the full amount of the Security Deposit by paying the same to the LESSOR upon written demand. In the event the LESSOR transfers the Security Deposit to any new owner of the LESSOR's property on which the leased Premises are located, LESSOR shall be released from responsibility from such Security Deposit. Said Security Deposit may be retained in any manner or place by LESSOR.

33. LAST MONTH'S RENT: A last month's rent in the amount of Seven Thousand Eight Hundred and Twenty-Eight and 64/100 ($7,828.64) Dollars is due from the LESSEE upon the execution hereof. Said last month's rent shall accrue no interest and may be retained in any manner or place by LESSOR.

34. NO OFFSET OF RENT BY LESSEE: LESSEE shall not be entitled to withhold any rent or payment due under the terms of this Lease from LESSOR as a result of any dispute with LESSOR or any other reason.

35. NOTICE OF LEASE: Neither LESSOR nor LESSEE shall record this Lease, but a short form Notice of Lease signed by the LESSOR and LESSEE may be recorded with the Registry of Deeds in Hampshire County, MA. Such Notice of Lease shall be reasonably satisfactory to LESSOR and shall disclose no more information than is required by statute to adequately protect LESSEE's leasehold interest hereunder. Upon termination or expiration of this Lease, in accordance to its terms, LESSEE shall promptly provide LESSOR with a duly executed and recordable instrument acknowledging same upon request and in a form reasonably acceptable to LESSOR to discharge said Notice of Lease. If LESSEE within seven (7) days after termination or expiration of this Lease fails to execute the instrument acknowledging the Lease has been terminated or expired and discharging the Notice of Lease, the LESSOR is hereby authorized to execute the same as attorney-in-fact for LESSEE and record it in the Hampshire County Registry of Deeds. Recording of the discharge shall be conclusive proof that the Lease has been terminated or expired and anyone or any entity relying on the discharge need not look into the matter any further.

36. ACCEPTANCE OF PREMISES IN THEIR CURRENT CONDITION: At the time the LESSEE executes this Lease, the LESSEE acknowledges that the Premises are in a condition acceptable to the LESSEE and that the LESSEE shall be responsible for all further construction and build out and that the LESSOR is not responsible for any further construction or build out of the leased Premises. The LESSEE accepts the Premises in their current condition.
37. **LESSEE LEGAL COMPLIANCE:** The LESSEE warrants to the LESSOR that it is in complete compliance with all governmental rules, regulations, laws and ordinances regulating its business and existence by any local, county, state or federal regulatory body, and will always continue to comply; and the individual signing the Lease has the legal right to do so (on behalf of the business entity, if one is listed in Lease). LESSEE shall provide LESSOR with a Corporate Vote authorizing the execution of the Lease by the individual(s) signing the Lease to do so on behalf of the LESSEE and a Certificate of Good Standing for the LESSEE at the signing of the Lease. If the nature of the LESSEE’s specific business or business practice is affected by a future code, law or ordinance change which results in a future expense to conform, the costs associated with that change will be borne by the LESSEE.

38. **CONSEQUENTIAL OF PUNITIVE DAMAGES:** LESSOR shall not be liable to the LESSEE for any indirect, consequential or punitive damages or any inconvenience to the LESSEE or interruption of LESSEE’s business for any reason whatsoever.

38. **HEIRS, ETC.:** All of the covenants and conditions of the within Lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed, and the same shall be construed as covenants and conditions running with the land, and whenever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to the heirs, executors, administrators, successors and assigns of such party, the same as if in each and every case so expressed, except that no violation of the provisions of Section 9 hereof shall operate to vest any rights in any successor or assignee of LESSEE and that the provisions of this Section shall not be construed as modifying the provisions of Section 17 hereof.

39. **LEASE PROVISIONS NOT EXCLUSIVE:** The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the LESSOR or LESSEE would otherwise have by law.

40. **ADA COMPLIANCE:** Anything to the contrary notwithstanding, and in addition to LESSEE’s other obligations under this Lease: (a) LESSEE shall comply with the Americans with Disabilities Act of 1990, all rules regulations and guidelines issued thereunder as same are in effect as of the date hereof and as they may be hereunder modified or supplemented in the future, and all similar state and municipal laws, rules, regulations and guidelines (hereinafter collectively referred to as the “ADA”), as the same may affect the Premises or LESSEE’s use thereof; (b) all alterations, additions, improvements and repairs (collectively “Alterations”) by the LESSEE shall comply with the ADA, and the LESSOR may, in its sole discretion, withhold consent to any Alteration that does not so comply. In addition, LESSEE shall not make any Alteration in the Premises if under the ADA such Alteration would require other Alterations outside of the Premises; (c) no change of use of the Premises shall be permitted (even if same would be otherwise permitted under another provision of this Lease), if as a result of such change of use LESSOR would be required to make any Alteration in the Premises or the property of
which they are a part to comply with any ADA requirement; (D) in the event LESSEE’s use of the Premises or any Alteration, addition, improvement or repair causes LESSOR to be required to make an Alteration in any area of the Common Area to which the Premises are a part to comply with the ADA, LESSEE shall pay all cost and expense of said Alteration, addition, improvement or repair.

41. CONTINGENCY: This Lease is contingent on Peoples Bank releasing the Property from the mortgages. The Town of Amherst endorsed a Subdivision Approval not Required plan ("Plan") on July 20, 2016 which endorsement allows LESSOR to divide out and create the Property. The Plan is valid for six (6) months from the date of endorsement, after which it will need to be presented to the Amherst Planning Board for a new endorsement. In the event PeoplesBank does not release the Property from the mortgages or in the event the Planning Board does not endorse the Plan if the need arises, LESSOR may terminate this Lease by giving written notice to LESSEE within thirty (30) days of LESSEE exercising its Option on the Property/Lease and the obligations of the parties hereto shall cease and this Lease shall be void without recourse to the parties hereto. LESSEE shall not be allowed to conduct business or perform any alterations at the Property during this thirty (30) day period.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Slobody Development Corp., LESSOR:

By: _____________________________
Richard T. Slobody, President
Duly Authorized

Witness

MassMedicum Corp., LESSEE

By: _____________________________
Duly Authorized

 Witness

17
Project: New Construction - Building Shell
85 University Drive
Amherst, MA 01002

Electrical Specifications:

1. Install 8-350MCM from Transformer to Meter Socket Lineup.
2. Terminate conductors in Transformer.
3. Terminate conductors in Meter Socket.
4. Install Meter Socket Lineup on Building Exterior.
5. Install 2" EMT from Meter Socket Lineup to New Panel.
6. Install 4 #3/0 w/ #4 to New Panel to Meter Socket Lineup.
8. Terminate Conductors in 200Amp. Distribution Panel.
9. Terminate Conductors in Meter Socket.
10. Install 2-2" PVC Conduits to Future ATM location.
11. Install 12/2 MC Conductors to 6 Wall Pack Locations.
12. Install 6 Wall Pack LED Exterior Lighting Fixtures.

Items not mentioned are not to be INCLUDED.
Project: New Construction- Building Shell
85 University Drive
Amherst, MA 01002

HVAC Specifications:

1. File for sheet metal and gas permits with the town of Amherst.

2. Provide one propane fired split system with horizontal furnace above ceiling and air cooled condensing unit on grade adjacent to building. All indoor equipment and ductwork to be located within the insulated envelope of the building below the roof trusses and above the suspended ceiling.

3. Provide 1 programmable thermostat and economizer controls.

4. Provide two wall louvers for economizer intake and relief air.

5. Provide outside air, return air ductwork and dampers connecting the indoor furnace to the economizer louvers.

6. Provide refrigerant, PVC vent and condensate drain piping systems.

7. Provide gas piping from furnace to point of connection at building exterior.

Items not mentioned are Not to be INCLUDED.
General Construction and Environmental, Inc.

Construction Services Contract Breakdown

85 University Drive, Amherst, Ma. 01002

"Shell Building to be Built"

The following Services will be supplied over and above the "Shell" definition governed by the Contract between Slobody Development Corp. and MassMedicum Corp.

To be reimbursed by MassMedicum Corp. to Slobody Development Corp.

- HVAC package: $25,255.12
- Electric Package: $29,728.49
- Architectural & plans: $3,287.17

TOTAL: $58,270.78
ADDENDUM TO OPTION TO LEASE

WHEREAS, on or about August 24, 2016, Slobody Development Corp. ("Owner") and MassMedicum Corp. ("Proposed Tenant") entered into an Option to Lease agreement (the "Option Agreement"), whereby Proposed Tenant obtained certain option rights to lease real estate known as 85 University Drive, Amherst, Massachusetts pursuant to a Commercial Lease (the "proposed Lease") in the form attached to the Option Agreement as Exhibit A; and

WHEREAS, Proposed Tenant is applying to the Commonwealth of Massachusetts Department of Public Health ("DPH") to obtain a provisional license to operate a medical marijuana treatment center in Amherst, Massachusetts under the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012 and seeks to assure DPH that in the event of a default under the Proposed Lease, Owner will not seek remedies against marijuana, marijuana products, or a provisional or final Certificate of Registration issued by DPH;

Now therefore, the parties hereto agree as follows:

1. The Option Agreement is hereby amended by adding the following Addendum to the Commercial Lease attached as Exhibit A to the Option Agreement:

ADDENDUM

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

SLOBODY DEVELOPMENT CORP., LESSOR

By: Richard T. Slobody, President
Duly authorized
MASSMEDICUM CORP., LESSEE

By:

Duly authorized
LEASE

DATE OF LEASE EXECUTION: Date: August 27, 2014 (the “Effective Date”)

ARTICLE I
REFERENCE DATA

1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section 1.1.

LANDLORD: Vincent F. Barletta, and Ronald J. Gillis as Trustees of One Mear Road Trust u/d/t November 2, 2012

MANAGING AGENT: Colonnade Realty, Inc.

LANDLORD’S & MANAGING AGENT’S ADDRESS: 40 Shawmut Road
Canton, MA 02021

LANDLORD’S REPRESENTATIVE: John G. Bulman, President

TENANT: MassMedicum Corp.

TENANT’S ADDRESS (FOR NOTICE AND BILLING): 14 Rollins Road
South Easton, MA

TENANT’S REPRESENTATIVE: Phil Silverman

BUILDING: One Mear Road, Holbrook MA

RENTABLE FLOOR AREA OF TENANT’S SPACE: See Exhibit A-1 attached.

TOTAL RENTABLE FLOOR AREA OF THE BUILDING: Approximately 25,000 GROSS SQUARE FEET

RENTABLE FLOOR AREA OF TENANT’S SPACE: 30%

TENANT’S PERCENTAGE FOR PAYMENT OF TAXES AND OPERATING EXPENSES, INCLUDING ANY UTILITIES WHICH ARE NOT SEPARATELY METERED (“COMMON AREA PERCENTAGE”):

TENANT’S DESIGN COMPLETION DATE: December 31, 2014

SCHEDULED TERM COMMENCEMENT DATE: January 1, 2015

TERM EXPIRATION DATE: December 31, 2018 or three (3) years from the Commencement Date, whichever is later. Should this Lease be extended through exercise of one or more option terms, the Term Expiration Date shall be the date coinciding with expiration of the last exercised option term.

FIXED RENT: $75,000.00 per year

SECURITY DEPOSIT: A sum equal to three (3) month’s Fixed Rent.

PERMITTED USES: Office, warehouse, if permitted by the Commonwealth of Massachusetts -
pharmaceutical marijuana production and distribution, and any other approved uses in accordance with local zoning only. Tenant shall be solely responsible for obtaining all necessary approvals for Tenant's use prior to the commencement of any use on the Premises.

PUBLIC LIABILITY INSURANCE: Naming Landlord, its agents and principals as additionally insured:
- $1,000,000 Bodily Injury
- $1,000,000 Property Damage
- $2,000,000 Excess Liability Umbrella Coverage

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

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>A</td>
<td>Tenant Premises</td>
</tr>
<tr>
<td>B</td>
<td>Landlord's Services</td>
</tr>
<tr>
<td>C</td>
<td>Estoppel Certificate</td>
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</tbody>
</table>
ARTICLE II
PREMISES AND TERM

2.1 PREMISES. Subject to and with the benefit of the provisions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord, the area of the Building identified in Exhibit A-1, collectively hereinafter referred to as the "Premises". The land on which the Building is located is hereinafter referred to as the "Lot". The Building and the Lot may be hereinafter referred to as the Property. Tenant shall have, as appurtenant to the Premises, the right to use, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which it is given prior notice: (a) the Premises identified on Exhibit A-1; and (b) a proportional share of all facilities appurtenant to the Building, including the parking facility. Landlord agrees that, subject to any applicable rules of the municipality in which the Premises are located Tenant may park vehicles, including service vans, overnight, provided that any such vehicles left overnight shall be at the sole risk of Tenant. Landlord reserves the right from time to time, without unreasonable interference with Tenant’s use (a), to install, repair, replace, use, maintain and relocate, at Landlord’s sole expense, for service to the Premises and to other parts of the Building, building service fixtures and equipment wherever located in the Building, and (b) to alter or relocate any other common facility, provided that substitutions are at least substantially equivalent and in a location that is compatible with Tenant’s use of the Premises. In addition, even to the extent that it may require modification, substitution, or changes to portions of the Premises, the Landlord may make such changes as are reasonably necessary to comply with any modifications to the law, including but not limited to, building codes, the Americans with Disabilities Act (the "ADA"), and other applicable state, local, and federal, laws, rules, regulations, and ordinances. All such changes shall be made in a manner that minimizes disruption with Tenant’s space. Notwithstanding, the Landlord shall be under no obligation to make any improvements to comply with the ADA, and Tenant shall be responsible for ensuring that its Premises and any improvements thereon comply with ADA to the extent required by applicable law, at Tenant’s sole cost and expense.

Tenant has been afforded the right, at its own expense, to inspect the Building for compliance with applicable state, local, and federal, laws, rules, regulations, and ordinances, including but not limited to the latest version of the ADA and the Massachusetts Building Code with an inspector of the Tenant’s own choosing prior to the Effective Date. Tenant is responsible for any upgrades required to bring or keep the Premises in compliance with same.

2.2 TERM. To have and to hold for a period (the “Term”) commencing on the Scheduled Term Commencement Date (hereafter referred to as the “Commencement Date”) and continuing until the Term Expiration Date, unless sooner terminated as provided herein. In the event that the Tenant does not receive the Approvals on or before December 31, 2014, the Scheduled Term Commencement Date shall be extended automatically until the earlier to occur of (i) May 1, 2015 or (ii) the date that the Tenant receives the Approvals.

2.3 EXTENSION OPTION: Provided that Tenant is not then in default of its obligations hereunder, Tenant shall have the right to extend the term of this Lease for up to one (1) additional extension period. The extension period shall be for a period of three (3) years. Tenant shall give Landlord at least eight (8) months prior written notice of its intent to extend the term of this Lease, or the Tenant shall be deemed to have waived this option without recourse. The Fixed Rent payable during such option periods shall be equal to the Fair Market Rent ("FMR") for the Premises, but in no event less than the Fixed Rent in the last year of the prior Lease term.

2.3.1 FMR shall be determined as follows: Landlord and Tenant shall attempt to agree on the then prevailing FMR within ten (10) days of Landlord’s receipt of Tenant’s notice of extension. In the event Landlord and Tenant cannot agree upon the then prevailing FMR,
the Landlord may, at its sole option, elect to accept the rent payable for the last year of the prior Lease term as the FMR for purposes of such extension; or absent such election by Landlord within thirty (30) days, the following procedure shall be followed: each will select an independent commercial real estate broker or appraiser with five or more years experience in the Canton, MA commercial rental market who will jointly determine the FMR. If the brokers or appraisers so selected cannot agree upon the Fair Market Rent within forty-five (45) days of their selection, the brokers or appraisers so named shall select a third similarly qualified broker or appraiser and the decision as to the Fair Market Rent of any two of such three brokers or appraisers so selected shall bind the parties. For purposes of this Lease, the “Fair Market Rent” of the Premises shall be the current fair market value for premises of comparable size, quality, age and location in the market area and the value of all concessions then being offered in the market for comparable space; in determining fair market value, the parties and the brokers or appraisers shall take into account the then condition of the Building, but shall not consider any specialty laboratory or similar non-office improvements built-out by Tenant at its expense.

ARTICLE III
CONSTRUCTION

3.1 INITIAL CONSTRUCTION. Landlord and Tenant will be hereafter agree upon the scope of certain improvements to be constructed by Tenant on the Premises (the “Tenant Improvements”), which approval shall not be unreasonably withheld or delayed by Landlord. Such Tenant Improvements shall not unreasonably interfere with the usage of remainder of the Building in which the Premises are located. Copies of the concept plans for such Tenant Improvements shall be submitted to Landlord for its approval. All Tenant Improvements are to be constructed by Tenant at its sole costs and expense and are not included in the rent payable hereunder. The Tenant Improvements shall be performed by Tenant with the responsible and qualified contractors. Prior to Tenant’s or its contractor’s application for a building permit, Tenant shall deliver to Landlord copies of all required documentation and approvals from all appropriate governmental agencies required by the Town of Holbrook building inspector for issuance of the building permit for intended use by the Tenant. Landlord hereby agrees to cooperate fully, at Tenant’s sole expense, for any third party architectural, engineering, legal or other costs incurred by Landlord, with Tenant’s efforts to obtain, and publicly support Tenant’s applications for, all zoning, land use and other governmental permits, approvals and licenses required for Tenant’s particular intended use and occupancy of the Premises. There are no Landlord improvements to be constructed by Landlord under this Lease and Tenant acknowledges that the Premises are not currently separately demised from the rest of the Building and that Tenant Improvements shall include demising the Premises and any services to be demised in connection therewith.

3.2 Tenant’s interior furnishings, i.e., specifications, coordination, supply and installation of furniture, furnishings, telephones and movable equipment will be the responsibility of Tenant. All of Tenant’s construction, installation of furnishings, and later changes or additions shall be coordinated with the Tenant Improvements in such a manner as to maintain harmonious labor relations and not damage the Building or Lot or interfere with Building operations.

3.3 Except for installation of furnishings and the installation of telephone outlets and other utilities, which must be performed by a local communications company at Tenant’s direction and expense, all such Tenant Improvements and related work by Tenant shall be performed by bonded and responsible contractor(s) reasonably acceptable to Landlord. All changes, additions, and alterations made to the Premises during the Term or any extension thereof shall be part of the Building, except such items as by writing at the time of Landlord’s approval of such items the parties specifically agree either shall be removed by Tenant, at its cost, on termination of this Lease, or shall be removed or left at Landlord’s
election. In the event that Tenant makes any alterations or improvements without Landlord's express prior written approval, Landlord may, at its sole option, require Tenant to remove same upon termination of this Lease, or may elect too retain same as part of the Building.

3.4 If the Commencement Date is other than the Scheduled Commencement Date, the Term Expiration Date shall be adjusted accordingly as provided in Section 1.1 above. The Landlord shall not be liable to the Tenant for any damage or injury arising directly or indirectly out of such failure to deliver possession. If the Commencement Date and/or termination date shall be a day other than the first and/or last day of a calendar month, the Fixed Rent for the fractional month shall be on a per diem basis calculated on the basis of a thirty (30) day month.

3.5 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION. All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Each party shall indemnify, defend and hold harmless the other from any loss, cost, liability or expense, including but not limited to reasonable attorneys fees and costs, arising out of any construction work performed at the direction or on behalf of each such party.

3.6 REPRESENTATIVES. Each party authorizes the other, in connection with their respective rights and obligations under this Article III, to rely upon the approvals and other actions on the party's behalf by Landlord's Representative in the case of Landlord or Tenant's Representative in the case of Tenant or by any person designated in substitution or addition by written notice to the party relying.

ARTICLE IV
RENT

4.1 RENT. Tenant agrees to pay, without any offset or reduction whatsoever monthly Fixed Rent equal to 1/12th of the Fixed Rent in equal installments in advance on the first day of each calendar month of the Term; and for any portion of a calendar month at the beginning or end of the Term, Tenant shall pay a pro-rata share of the monthly Fixed Rent payable for such portion of the calendar month in advance. The Tenant also agrees to pay any Additional Rent or other charges on the terms specified herein.

4.2 TAXES AND OPERATING EXPENSES ESCALATION

4.2.1 Operating Expenses and Taxes

The parties recognize that this is a "triple-net" Lease, and as such Tenant shall be responsible for its pro rata share based on its Common Area Percentage of all costs of the operation of the Building and the Lot, including but not limited to all services, all utilities and payment of all costs and expenses associated with operation of the Building and the Lot. In addition, Tenant shall reimburse Landlord for all Operating Expenses (as defined below) incurred by Landlord. Tenant shall also be responsible to pay to Landlord, as Additional Rent, its pro rata share based on its Common Area Percentage of the "Taxes" (as defined herein) on the Property. "Taxes" shall be defined as all real estate taxes, personal property taxes, and assessments imposed on the Property, provided that with respect to betterment assessments, such assessments shall be amortized and charged to Tenant based on the longest period permitted under applicable law for the payment of same.
Operating Expenses shall be defined as all expenses, costs, and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in connection with the management, operation and maintenance of the Building and the Lot and the provision of Landlord services. However, Tenant shall neither be responsible for nor pay as Additional Rent the costs and expenses associated with the following: (i) casualty and losses other than those caused by Tenant and unreimbursed to Landlord by any insurance policy, (ii) eminent domain takings, (iii) charges for depreciation and amortization on existing improvements, (iv) principal, interest, and other payments on indebtedness and obligations with respect to equity interests, loans, and/or refinancing costs; (v) income, excess profit, franchise and similar taxes, (vi) leasing commissions and other cost incurred in securing tenants, including costs to alter, restore, or fit out any space in the Building for other tenant (if applicable); (vii) promotional, advertising and other public relations expenses related to leasing, if applicable (viii) judgments, amounts paid in settlement and other legal or extraordinary costs of Landlord (including, without limitation, under applicable Environmental Laws); (ix) costs of any disputes between Landlord and its employees (if any) not engaged in Building operation, disputes of Landlord with Building management or outside fees paid in connection with disputes with other tenants.

4.2.2 Annual Statement of Additional Rent Due for Operating Expenses and Taxes

Landlord shall render to Tenant within four (4) months after the beginning of each Calendar Year a statement in reasonable detail, showing (a) actual Operating Expenses (if any) and Taxes for the prior Calendar Year so indicated, if available, and (b) an Estimate for Operating Expenses and Taxes, if any, for the then current Calendar Year; and (c) an estimate of Tenant’s Operating Expense and Taxes for the then current Calendar Year (the “Tax and Operating Expense Statement”). The Landlord shall set Additional Rent for the then current Calendar Year, which Additional Rent shall be apportioned over a twelve month period and payable in monthly installments of Additional Rent commencing with the next installment of Monthly Fixed Rent, except that the payments for estimated Operating Expense and Taxes applicable to months prior to the setting of such Additional Rent shall be due and payable on the 1st of the month succeeding the setting of such Additional Rent.

Notwithstanding anything to the contrary in the foregoing, the failure of Landlord to provide any statement by any time period specified above, shall not relieve the Tenant of the obligation to pay Additional Rent and said Additional Rent shall be paid based upon the prior year until such time as such statements are provided.

Landlord shall cause to be kept books and records in its normal and customary manner showing Landlord’s Operating Expenses. The amount of any refund of Taxes shall be credited against Taxes for the Calendar Year in which such refund is received. All references to Taxes for a particular Calendar Year shall be deemed to refer to Taxes due and payable during such Calendar Year without regard to when such impositions are assessed or levied.

Tenant shall have the right, through its representatives, to examine all records of the Building or the Lot maintained by Landlord which relate to the Taxes and Operating Expense Statement at reasonable times, but (i) no more than once per Calendar Year, upon not less than thirty (30) days prior written notice; and (ii) only for calendar year immediately preceding any such notice. Failure of Tenant to examine and contest any
item on an Operating Expense or Operating Expense Statement (i) after such examination; or (ii) prior to the end of the calendar year after the year to which such statement applied, shall be deemed a waiver of such right and acceptance of all charges set forth thereon. The cost of all such audits shall be borne by Tenant. If, as a result of such audit, it is determined that Tenant must pay additional amounts to Landlord on account of Taxes and Operating Expenses, or that Tenant has overpaid Landlord on account of Taxes and Operating Expenses, then the undercharged or overpaid party shall reimburse the other party for the payment due in a lump sum payment within thirty (30) days of the determination of the actual charges.

4.2.3 Monthly Payments of Operating Expenses and Taxes as Additional Rent

Tenant shall pay to Landlord in advance, commencing on the Scheduled Term Commencement Date, for each calendar month as Additional Rent an amount equal to 1/12th of Tenant’s estimated obligation for Operating Expenses and Taxes. The amount due shall be paid with Tenant’s Monthly Fixed Rent and shall be credited by Landlord to Tenant’s obligations. If the total amount paid hereunder exceeds the actual amount due, such excess shall be credited by Landlord against the monthly installments of Additional Rent next falling due or shall be refunded to Tenant within ninety (90) days of the expiration or termination of this Lease (unless such expiration or termination is the result of an Event of Default, then such excess may be applied by Landlord to offset any other reasonable costs, fees or expenses due from Tenant to Landlord hereunder).

4.2.4 Accounting Periods

In all Tax and Operating Expense Statements rendered, amounts for periods partially within and partially without the accounting periods shall be appropriately apportioned, and any items which are not determinable at the time of a statement shall be included therein on the basis of Landlord’s estimate and with respect thereof Landlord shall render promptly after determination a supplemental statement and appropriate adjustment shall be made according thereto.

4.2.5 Abatement of Taxes

Landlord may, but shall not in any way be obligated to, at any time and from time to time, make application to the appropriate Governmental Authority for an abatement of Taxes so long as, at Landlord’s sole discretion, such application is not in violation of any of Landlord’s Tax Increment Financing covenants, and in no way prejudices Landlord’s position with respect to any future valuations/takings or other actions regarding the Building and/or the Lot, or is not in violation of any other of Landlord’s contracts made with any municipal, state or federal government entities.

4.3 INTENTIONALLY OMITTED.

4.4 ELECTRIC and UTILITY SERVICE; PAYMENT AS ADDITIONAL RENT. At Landlord’s discretion, in the event all or any portion of the remainder of the Building is leased to another tenant, Landlord may require the Tenant to sub-meter electricity and/or gas service to the Premises as a Tenant Improvement, and Tenant shall be billed by Landlord based upon such metered usage, or shall pay same directly from the Electric Company for such electrical energy, as the case may be. In the event that the Landlord does not elect to require Tenant to separately meter such service, Tenant agrees to pay its share of such expenses as Additional Rent based upon the common area percentage set forth in this Lease or
such other reasonable method apportioning usage as reasonably determined by landlord. Tenant acknowledges that it's anticipated usage will likely far exceed its share based upon its common area percentage and agrees that the landlord, in the event that sub metering is not required, may employ alternative methods to calculate Tenant's share as further provided in 9.25 of this Lease. Landlord and Tenant will reasonably cooperate in determining reasonable measurement methodologies for any utilities not separately or sub metered/measure. The Tenant shall be entitled to increase electrical service and other utilities as a Tenant Improvement, and unless and until there are tenants other than Newcan and Tenant, Tenant may use all excess utility not required by Newcan's normal operations.

4.5 PAYMENTS. All payments of Fixed or Additional Rent shall be made to the Landlord or to such other person as Landlord may from time to time designate. If any installment of Rent, Fixed or Additional, is paid more than ten (10) days of the due date thereof, it shall bear interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by applicable law, whichever is less, on a per diem basis from such due date, which interest shall be immediately due and payable as further Additional Rent. In addition, in the event that any installment of Fixed or Additional Rent is not paid within ten (10) days of the due date thereof, the Tenant shall be liable to the Landlord for a late payment charge equal to five percent (5%) of the amount of each such late payment, which charge shall be immediately due and payable as further Additional Rent, but shall be assessed only once on each such late payment.

ARTICLE V
LANDLORD'S COVENANTS

5.1 LANDLORD'S COVENANTS DURING THE TERM. Landlord covenants during the Term:

5.1.1 Building Services - See Exhibit B;

5.1.2 Additional Building Services - None.

5.1.3 Repairs and Replacements - Except as otherwise provided in Article VII, to make such repairs and replacements (with the costs of same to be expensed, or if required to be capitalized to be amortized over the estimated useful life of such improvements utilizing Internal Revenue Service guideline lives, as operating expenses) to the structure and structural elements of the Building, including but not limited to, the roof, roof membrane, roof insulation, exterior walls, floor slabs, deck, load bearing columns, foundation, parking areas, driveways, sidewalks, underground sanitary sewer to street connection and underground storm drainage (excluding annual clean out or inspection expense), as necessary to keep the Building and its structures in the same condition they are now, reasonable wear and tear excepted (collectively, "Landlord's Repair and Replacement Obligations"). Notwithstanding, in the event that Landlord's Repair and Replacement Obligation in any calendar year exceed the sum of $200,000, Landlord may elect not to incur same, in which event Tenant may, by notice given within sixty (60) days after Tenant's receipt of notice from Landlord that it elects not to incur such costs, terminate this Lease by written notice to the Landlord, and this shall be Tenant's sole and exclusive remedy in such event. Failure of Tenant to timely make such election to terminate shall be deemed a waiver of such right and any claim against Landlord for any conditions arising out of Landlord's election not to incur such costs regarding Landlord's Repair and Replacement Obligations;

5.1.4 Quiet Enjoyment - That Landlord has the right to make this Lease and that Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly
have, bold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming by through or under Landlord, subject, however, to all the terms and provisions hereof;

5.2 INTERRUPTIONS. Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises in the event of an emergency for repairs or otherwise for any purposes authorized by this Lease. In the event Landlord elects not to incur any expense over the limit set forth in paragraph 5.1.3 above, or is prevented or delayed from making the repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, except as otherwise expressly provided in Article VII, Tenant shall neither be entitled to an abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes, actual or constructive, total or partial, eviction from the Premises unless caused by the gross negligence or misconduct of Landlord, its designated agents (which is not intended to include third party subcontractors) or employees. Landlord reserves the right to stop any service or utility system in the event of an accident or emergency until such necessary repairs or issues have been remedied.

ARTICLE VI

TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM. Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises:

6.1.1 Tenant's Payments - to pay when due (a) all Fixed Rent and Additional Rent, (b) all Taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all charges by utilities for telephone and other utility services (including service inspections thereof) rendered to the Premises not otherwise required hereunder to be furnished by Landlord without charge and not consumed in connection with any services required to be furnished by Landlord without charge, and (d) as Additional Rent, all charges of Landlord for services rendered pursuant to Section 5.1.2 hereof or otherwise;

6.1.2 Repairs and Yielding Up - Except as otherwise provided in Article VII and Section 5.1.3, to keep the Premises in good order, repair and condition, reasonable wear and tear excepted, and at the expiration or termination of this Lease peaceably to yield up the Premises and all changes and additions therein in such order, repair and condition, first removing all goods and effects of Tenant and any items, the removal of which is required by agreement or specified therein to be removed at Landlord's election, at Tenant's sole cost and expense, and which Landlord requires to be removed, and repairing/restoring all damage caused by such removal and leaving the Premises clean and neat, at Tenant's sole cost and expense; any property not so removed shall be deemed abandoned and 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 it by effecting such removal and disposition;

6.1.3 Occupancy and Use - To use and occupy the Premises only for the Permitted Uses; and not to injure or deface the Premises, Building or Lot, reasonable wear and tear excepted; and not to permit in the Premises any auction sale, nuisance, or the emission from the Premises of any noise or odor perceptible beyond the lot lines of the lot at any level in excess of that permitted by any applicable state or municipal regulations for the Tenant's
Permitted Uses, which the Landlord acknowledges includes the manufacturing and distribution of medical marijuana. Tenant agrees to employ reasonable methods of controlling and mitigating such odors; nor any use thereof which is improper, offensive, contrary to law or ordinance, rule, or liable to invalidate or increase the premiums for any insurance on the Building or its contents (unless paid for by Tenant) or liable to render necessary any alteration or addition to the Building (unless paid for by Tenant);

6.1.4 Rules and Regulations - To comply with all Rules and Regulations reasonably adopted by Landlord now or hereafter, of which Tenant has been given prior written notice and received copies, for the care and use of the Building and Lot and their facilities and approaches;

6.1.5 Safety Appliances – Except as is Landlord’s responsibility as stated herein, to keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority, because of permits so required because of Tenant’s particular use and, if requested by Landlord, to do any work so required because of such particular use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant’s Permitted Uses;

6.1.6 Assignment and Subletting – not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, to assign this Lease, to make any sublease, or to permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law. Notwithstanding anything to the contrary contained herein, Tenant may at any time, without Landlord’s consent or approval, sublet, transfer, or assign all or any portion of the Premises and its rights hereunder to any related entity or affiliate of Tenant. Tenant may also assign the Premises and its rights hereunder, without Landlord’s consent or approval, to any successor by merger, acquisition, or consolidation, and to any entity acquiring all or substantially all of Tenant’s assets or acquiring fifty percent (50%) or more of its voting stock (each of the aforementioned assignments, subleases, or transfers not requiring Landlord consent or approval are hereinafter referred to as the “Permitted Transfers”). Tenant or its successor agrees to promptly notify Landlord after completion of any such Permitted Transfers. Tenant further agrees to pay to Landlord as Additional Rent, Landlord’s reasonable legal and other expenses incurred in connection with any request by Tenant for consent to assignment or subletting. No assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee, unless such Tenant ceases to exist by reason of merger or otherwise); no consent to any of the foregoing in a specific instance shall operate as waiver in any subsequent instance.

If Landlord approves a sublease and said sublease is for a total rental amount which on an annualized basis is greater than the Fixed Rent and Additional Rent due from Tenant to Landlord under this Lease, Tenant shall pay to Landlord, forthwith upon Tenant’s receipt of each installment of such excess Fixed Rent and Additional Rent, during the term of any approved sublease, as Additional Rent hereunder, in addition to the Fixed Rent and Additional Rent and other payments due under this Lease, an amount equal to fifty percent (50%) of the positive excess between all Fixed Rent and Additional Rent received by Tenant, less reasonable transaction costs, which shall include legal fees, brokerage commissions, and Tenant improvement costs, under the sublease and the aggregate of the Fixed Rent and Additional Rent due hereunder.
6.1.7 To defend, with counsel reasonably acceptable to Landlord, save harmless, and indemnify Landlord from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings and reasonable expenses and costs in connection therewith (including, without implied limitation, reasonable counsel fees): (i) arising from the negligence of Tenant or from any use made or thing done or occurring on the Premises not due to the negligence or misconduct of Landlord, its agents or employees, or (ii) resulting from the failure of Tenant to perform and discharge its covenants and obligations under this Lease. In no event shall Tenant be liable to defend and indemnify Landlord as provided for above with respect to any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings and reasonable expenses and costs resulting solely from the act, omission, fault, negligence, misconduct or failure of Landlord.

6.1.8 Tenant’s Liability Insurance - To maintain public liability insurance on 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 to furnish Landlord with the certificates thereof naming Landlord as additional insured provided further that such insurance shall provide that it may not be cancelled or terminated without thirty (30) days prior written notice to Landlord;

6.1.9 Tenant’s Workmen’s Compensation Insurance - To keep all Tenant’s employees working in the Premises covered by workmen’s compensation insurance in statutory amounts and to furnish Landlord with certificates thereof provided further that such insurance 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 to furnish Landlord with the certificates thereof naming Landlord as additional insured provided further that such insurance shall provide that it may not be cancelled or terminated without thirty (30) days prior written notice to Landlord;

6.1.10 Landlord’s Right of Entry - To permit Landlord and Landlord’s agents entry to examine the Premises at reasonable times, upon reasonable prior notice, (provided that Landlord shall use reasonable efforts to minimize any interference with Tenant’s business caused by any entry pursuant to this Section) and, if Landlord shall so elect, to make repairs or replacements; provided that if such repairs and replacements are of a non-emergency nature and are part of Tenant’s responsibilities hereunder, Landlord may perform same to the extent not previously performed by Tenant after notice from Landlord; to make any improvements, repairs or replacements which are Landlord’s responsibility; to remove, at Tenant’s expense, any changes, additions, signs, curtains, blinds, shades, awnings, flagpoles, or the like not consented to in writing; and to show the Premises to prospective tenants during the twelve (12) months preceding expiration of the Term and to prospective purchasers and mortgagees at all reasonable times upon reasonable prior notice. In the event of an emergency, Landlord shall not be required to give said aforementioned notice;

6.1.11 Litigation Costs - Should Landlord employ an attorney to enforce any of the provisions of this Lease, the Tenant agrees to pay the Landlord’s reasonable expenses, including reasonable attorneys’ fees and expenses in or out of litigation, and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. Should Landlord be made a party to any litigation commenced against Tenant or against parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay as Additional Rent,
all costs, including without limitation, reasonable counsel fees incurred by landlord, in defending and dealing with same;

6.1.12 Tenant’s Property - All 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 or elsewhere in the Building or on the Lot 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 for the loss or damage resulting from the grossly negligent or willful acts or omissions of Landlord, its agents or employees;

6.1.13 Labor or Materialmen’s Liens - To pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises; and immediately to discharge any such liens which may so attach;

6.1.14 Changes or Additions - Not to make changes or additions to the Premises without Landlord’s prior written consent, provided that Landlord’s consent to non-structural changes or additions (specifically excluding signs or other changes visible from the exterior of the Premises) shall not be unreasonably withheld, conditioned, or delayed.

6.1.15 Holdover - To pay to Landlord twice the total of the Fixed Rent in addition to the Additional Rent (without any credit/refund against actual Operating Expenses for such Additional Rent) then applicable for each month or portion thereof should Tenant retain possession of the Premises or any part thereof after the termination of this Lease without the express written consent of the Landlord, whether by lapse of time or otherwise, and also to pay all damages sustained by Landlord on account thereof; the provisions of this subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease.

ARTICLE VII
CASUALTY AND TAKING

7.1 CASUALTY AND TAKING. In case during the Term all or any substantial part of the Premises or the Building are damaged materially by fire or any other cause, or any substantial part of the Premises, Building or Lot are taken by public action or by some other public authority in consequence thereof, or are taken by eminent domain, or Landlord receives compensable damage by reason of anything lawfully done in pursuance of public or other authority, this Lease shall terminate at Landlord’s election by notice given to Tenant within thirty (30) days after the occurrence of the event giving rise to the election, to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30), nor more than sixty (60), days after the date of notice of such termination. If in any such case the Premises are rendered unfit for use and occupancy and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in case of taking, what may remain thereof (excluding any items installed or paid for by Tenant which Tenant may be permitted to remove) into proper condition for use and occupation to the extent permitted by the net award of insurance or damages, and just proportion of the Fixed Rent and Additional Rent according to the nature and extent of the injury shall be abated as of the day of the casualty event until the Premises or such remainder shall have been put by Landlord into
substantially the same condition as existed immediately prior to the casualty event; and in case of a taking which permanently reduces the area of the Premises, a just proportion of the Fixed Rent and Additional Rent shall be abated as of the day of the taking for the remainder of the Term. In the event that Landlord estimates that it will take, or in the event it does take, more than three (3) months to restore the premises to proper condition, Tenant may terminate this Lease by notice to Landlord given within fifteen (15) days of the date of Landlord’s notice to Tenant, or at any time after said three (3) month period. Landlord will notify Tenant within thirty (30) days of casualty or taking of its estimate of damage, the time estimated to restore, and whether it intends to restore.

Notwithstanding the foregoing, if casualty or taking shall occur during the last year of the Term of this Lease, Tenant shall have the right to terminate this Lease by furnishing written notice to Landlord within thirty (30) days of the date of such casualty or notice of taking. Tenant shall not be deemed in the last year of the Term if such casualty or taking occurs during the period after Tenant has given notice of its decision to exercise its option to extend this Lease and prior to the commencement of such Lease extension period.

7.2 RESERVATION OF AWARD. Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building, Project or Lot and the leasehold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant’s right to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request. It is agreed and understood, however, and Tenant does not assign to Landlord, any damages payable for (i) moveable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE VIII
DEFAULT

8.1 EVENTS OF DEFAULT. If any default by Tenant in case of the payment of Fixed Rent or Additional Rent, (of which Landlord is not required to give written notice more than one (1) time in any 12 month period) continues for more than five (5) days after notice, (or if no notice is required pursuant to the foregoing, more than ten (10) days after payment is due), or in any other case for more than thirty (30) days after notice thereof and such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it cannot reasonably be cured in thirty (30) days; or if Tenant makes any assignment for the benefit of creditors, or files a petition under any bankruptcy or insolvency law; or if such a petition is filed against Tenant and is not dismissed within sixty (60) days; or if a receiver or similar officer becomes entitled to Tenant’s leasehold hereunder, and it is not returned to Tenant within ninety (90) days, or if such leasehold is taken on execution or other process of law in any action against Tenant then, and in any such cases, Landlord and the agents and servants of Landlord may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter while such default continues and without further notice and in compliance with applicable law, 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 at the Premises 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 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, but Tenant shall remain liable as hereinafter provided. Landlord may, in the event Tenant fails or refuses to vacate the Premises, remove and store Tenant’s effects and those of any person claiming through or under Tenant at the expense of Tenant.
8.2 TENANT'S OBLIGATION AFTER TERMINATION. In the event that this Lease is terminated under any of the provisions contained in Section 8.1 or shall be otherwise terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as compensation, if Landlord so elects, 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, discounted to its present value, utilizing a rate equal to the prime lending rate of Citizens Bank of Massachusetts, or its successors and assigns during the period of any such overpayment. In calculating the amounts to be paid by Tenant under the next foregoing covenant, Tenant shall be credited with any amount paid to Landlord as compensation as provided in the first sentence of this Section 8.2 and also with the net proceeds of any rents obtained by Landlord by re-letting the Premises, after deducting all Landlord's reasonable expenses in connection with such re-letting, including, without implied limitation, all repossession costs, brokerage commissions, fees for legal services and expense of preparing the Premises for such re-letting, it being agreed by Landlord and Tenant that (i) Landlord shall make commercially reasonable efforts to re-let the entire Premises for a term or terms which shall be, at Landlord's option, equal to or greater than the period which would otherwise have constituted the balance of the Term, however Landlord may grant such concessions and rent adjustments as Landlord in its reasonable judgment considers advisable or necessary to re-let the same, and (ii) Landlord may make such alterations, repairs and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to re-let the same, and no action of Landlord in accordance with the foregoing or failure to re-let or to collect rent under re-letting 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 and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, 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, equal to, or less than the amount of the loss or damages referred to above.

ARTICLE IX
MISCELLANEOUS

9.1 TITLES. The titles of the Articles are for convenience and are not to be considered in construing this Lease.

9.2 NOTICES FROM ONE PARTY TO THE OTHER. Each notice, request, demand, instruction or other document required or permitted to be given hereunder ("Notice") shall be in writing and shall be delivered personally (including messenger or courier service with evidence of receipt) or sent by depositing it with the United States Postal Service certified or registered mail, return receipt requested, with adequate postage prepaid or by Federal Express or another reputable express delivery service, addressed to the parties at their respective addresses set forth below and marked to the designated individual's attention. Each Notice shall be effective upon delivery, attempted delivery, or refusal, whichever shall occur first, at the address of the intended recipient. Either party shall have the right from time to time to change the address to which Notices to it shall be sent by giving Notice to the other party of the changed address at least ten (10) days prior to such change.

To Tenant: MassMedicum Corp.
One Mear Road
Holbrook, MA
To Landlord: Vincent F. Barletta, Trustee  
One Mear Road Trust  
40 Shawmut Road  
Canton MA 02021  

with a copy to: John G. Bulman, Esquire  
72 Old Forge Road  
Scituate, MA 02066-3636  

9.3 BIND AND INURE. The obligations of the 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, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal monetary liability beyond their equity interest in the Premises.  

9.4 NO SURRENDER. The delivery of keys and access cards to any employees of Landlord or to Landlord’s agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.  

9.5 NO WAIVER, ETC. Except as otherwise provided herein, The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of a covenant or condition of this Lease or, with respect to such failure of Landlord, any of the Rules and Regulations referred to in Section 6.1.4, whether heretofore or hereafter adopted by Landlord, 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, nor shall the failure of Landlord to enforce any of said Rules and Regulation against any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Fixed Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver is in writing signed by Landlord and specifically identifies and waives such breach. No consent or waiver, express or implied, by Landlord or Tenant 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.  

9.6 NO ACCORD AND SATISFACTION. No acceptance by Landlord of a lesser sum than the Fixed Rent and Additional Rent then due shall be deemed to be other than on account of the earliest installment of such Fixed Rent and Additional Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed as 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.  

9.7 CUMULATIVE REMEDIES. The specific remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by either party of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord and Tenant shall each be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.  

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

9.9 LANDLORD’S RIGHT TO CURE. If Tenant, after proper notice is given by Landlord if required hereunder, shall at any time default in the performance of any obligation under this Lease, and if such default shall continue after the expiration of any applicable cure periods, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by applicable law, whichever is less), and all reasonable necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing right without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

9.10 ESTOPPEL CERTIFICATE. Tenant agrees on the Commencement Date, and from time to time thereafter, upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, in language reasonably acceptable to Landlord’s Lender, in the form attached hereto as Exhibit C. Any such statements delivered pursuant to this Section 9.10 may be relied upon by any prospective purchaser or mortgagee of premises which include the Premises or any prospective assignee of any such mortgagee.

9.11 WAIVER OF SUBROGATION. Any insurance carried by either party with respect to the Premises and property therein or occurrences thereon, shall if the other party so requests and if it can be so written without additional premium, include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such clause or endorsement to the extent of the indemnification received thereunder.

9.12 BROKERAGE. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder’s fees in connection with the execution of this Lease, except as listed below, and each of the parties agrees to indemnify the other against, and hold it harmless from all liabilities arising from any such claim including without limitation, the cost of counsel fees in connection therewith, except as follows: Colonnade Realty, Inc. and Mark Kearns of Atlantic Commercial Real Estate, LLC, which fees shall be payable by Landlord pursuant to separate agreement(s).

9.13 SUBORDINATION. This Lease is and shall be subject and subordinate to any mortgage now or hereafter on the Premises, the Building, or the Lot and to each advance made or hereafter to be made under any mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefore at the election of the holder of any such mortgage, provided that if Tenant executes and delivers a SNDA (as hereinafter defined), the holder of any such mortgage does not disturb Tenant’s occupancy and recognizes Tenant’s rights hereunder. To effectuate such subordination, Tenant and such holder shall execute and deliver promptly a form of subordination, non-disturbance and attornment agreement (“SNDA”) in the form that Landlord or any mortgagee may request and in language reasonably acceptable to mortgagee. The election by said mortgagee to subordinate any such presently existing mortgage to this Lease shall be exercisable by filing with the appropriate recording office a notice of such election (the “Subordination Notice”), whereupon this Lease shall have priority over such mortgage. A copy of such filing shall be given to Tenant. Such election by the holder of any presently existing mortgage shall not affect priority with respect to this Lease of any other presently
existing mortgage. In the event that any mortgagee shall succeed to the interest of Landlord then this Lease shall continue in full force and effect, provided that Tenant is not then in default under this Lease beyond the expiration of any applicable notice or grace period, and Tenant shall and does hereby agree to attorn to such mortgagee and to recognize such mortgagee as its Landlord. Within thirty (30) days of the date hereof, Landlord shall deliver to Tenant, and Tenant shall execute and deliver within ten (10) days of receipt thereof, a SNDA from all mortgagees with respect to the Building, “Subordination”. Upon the execution and delivery of an SNDA, the provisions of such SNDA shall control in the event of any inconsistency between the provisions of such SNDA and the provisions of this Lease. Any mortgage or other voluntary lien or other encumbrance recorded subsequent to the recording of the Subordination Notice shall be subject and subordinate to this Lease unless Landlord and the holder of any such subsequent mortgage and the holders of all mortgages prior to such subsequent mortgage elect to subordinate this Lease to such subsequent mortgage and to any and all advances thereafter made thereunder and to the interest of the holder thereof in the Premises, such election to be exercisable by Landlord and all such holders by filing with the appropriate recording office (a) notice of such election and (b) an agreement between the holder of such subsequent mortgage and Tenant, consented to by holders of all mortgages having priority over such subsequent mortgage, by the terms of which such holder will 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 or otherwise and Tenant will agree to recognize the holder of such subsequent mortgage as Landlord in such event, which agreement shall be made expressly to bind and inure to the successors and assigns of Tenant and of such holder and upon anyone purchasing said Premises at any foreclosure sale brought by such holder. Tenant and Landlord agree to execute and deliver any reasonably appropriate instruments necessary to carry out the agreements contained in this Section.

9.14 NOTICE TO MORTGAGEE. No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant’s obligations hereunder or to terminate this Lease, shall result in a release or termination or such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord’s act or failure to act to Landlord’s mortgagees of record, if any, specifying the act on the part of Landlord which could or would give basis to Tenant’s rights, and (ii) such mortgagees, after receipt of such notice, have had the same opportunity to cure such default as afforded Landlord; but nothing contained in this Section shall be deemed to impose any obligation on any such mortgagees to correct or cure any such condition. For purposes of this Section 9.14, Tenant may rely on a statement from Landlord naming those mortgagees to whom such notice is required to be given hereunder.

9.15 OTHER PROVISIONS REGARDING MORTGAGEES. If this Lease or the Fixed Rent and Additional Rent due hereunder is assigned to a mortgagee as collateral security for a loan, no such mortgagee shall be deemed to have assumed any of Landlord’s obligations hereunder solely as a result of said assignment. A mortgagee to whom this Lease has been so assigned shall be deemed to have assumed such obligations only if (i) by the terms of the instrument of assignment such mortgagee specifically elects to assume such obligations or (ii) such mortgagee has (a) foreclosed its mortgage, (b) accepted a deed in lieu thereof, or (c) taken possession of the Premises by entry or otherwise. Even if such mortgagee assumes the obligations of Landlord hereunder, such mortgagee will be liable for breaches of any Landlord’s obligations hereunder only to the extent such breaches occur or continue during the period of ownership by the mortgagee after foreclosure (or any conveyance by a deed in lieu thereof), all as set forth hereof.

9.16 SIGNAGE. Subject to all applicable laws regarding signage and Landlord’s approval as set forth below, Tenant shall have the right to install a sign or multiple signs on the Premises. To protect the architectural integrity and appearance of the Building, all signs or lettering, if any, visible from the
exterior of the Building or from the lobby, public corridors or any other common area of the Building must be submitted to Landlord for written approval (not to be unreasonably withheld) of the size, color, design, and location of such sign(s) or lettering before installation. Tenant shall be responsible for proper removal and restoration at the end of the Term. Tenant’s signage must be of a size and character that will allow additional signage area available for other tenants of the Building.

9.17 SECURITY DEPOSIT. Tenant shall deposit and maintain with Landlord on the signing of this Lease, a sum equal to three (3) months Fixed and estimated Additional Rent, as it may change from time to time (the “Security Deposit”) as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the Premises to Landlord as herein provided. If Landlord applies any part of the Security Deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full Security Deposit on hand at all times during the term of this Lease. The Tenant agrees that the Security Deposit shall be paid upon execution and delivery of this Lease, and that the Landlord shall retain and sue the same, throughout the term of this Lease, as security for the performance by the Tenant of all obligations on the part of the Tenant to be kept and performed. The Landlord shall have the right from time to time, without prejudice to any other remedy the Landlord may have on account thereof, to apply such Security Deposit, or any part thereof, to the Landlord’s damages arising from any default on the part of the Tenant or any sums due from Tenant. If upon termination (whether by Landlord or by Tenant under 9.18 below) or expiration of this Lease, the Tenant not then being in default, the Landlord shall return the Security Deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this section, to the Tenant. The Landlord shall, unless otherwise required by law, have no obligation to pay interest on the Security Deposit and shall have the right to commingle the same with the Landlord’s other funds. If the Landlord conveys the Landlord’s interest under this Lease, the Security Deposit, or any part thereof not previously applied, shall be turned over by the Landlord to the Landlord’s grantee, and the Tenant agrees to look solely to such grantee for proper application of the Security Deposit. and the return thereof in accordance herewith, unless the Landlord has failed to pay over same to said grantee. The holder of a mortgage of the Premises shall not be responsible to the Tenant for the return or application of any such Security Deposit, whether or not it succeeds to the position of the Landlord hereunder, except to the extent such Security Deposit shall have been received in hand by such holder.

9.18 TENANT’S OPTION TO TERMINATE. Tenant is in the process of actively seeking a license and approvals to build and operate a medical Marijuana Facility from the Commonwealth of Massachusetts and the Town of Holbrook Massachusetts (the “Approvals”). Tenant agrees that it shall diligently pursue such Approvals. In the event that Tenant does not obtain such Approvals on or before April 30, 2015 (the “Termination Contingency Date”), the Tenant may terminate this Lease by written notice to Landlord (the “Termination Notice”) on or before the Termination Contingency Date. In the event that the Approvals are denied and Tenant gives the Termination Notice on or before December 31, 2014, the full amount of the Security Deposit shall be returned to the Tenant. In the event that the Approvals are denied and Tenant gives the Termination Notice prior to the Termination Contingency Date but after December 31, 2014, the Tenant shall be liable to the Landlord and the Landlord shall be entitled to deduct the sum of $2,500.00 per month for each month (or any part thereof without pro-ration) after December 31, 2014 that the Termination Notice is given, with the balance after the deduction being returned to Tenant. Upon the timely giving of the Termination Notice, this Lease shall terminate, with any the balance of any Security Deposit being returned to Tenant after any deduction set forth above, and be without recourse to the parties hereto. In the event that Tenant fails to give such Termination Notice as provided above on or before the Termination Contingency Date, Tenant shall be deemed to have irrevocably waived this contingency and right to terminate, in which event Tenant shall remain bound by the provisions of this Lease.
9.19 **FORCE MAJEURE.** In the event that Landlord shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. For the purposes of this Lease Force Majeure shall be defined as, Acts of God, strikes, lockouts, labor troubles, inability to or delays in providing materials, failure of power, restrictive legal requirements, riots and insurrection, acts of public enemy, wars, earthquakes, hurricanes or other natural disasters, fires, explosions, any act, failure to act, or default of the other party of this Lease.

9.20 **CONSENT TO JURISDICTION.** Tenant and/or guarantors hereby consents to the jurisdiction of any state or federal court located within the county of Norfolk, State of Massachusetts and irrevocably agrees that, subject to Landlord’s election, all actions or proceedings arising out of or relating to this agreement shall be litigated in such courts. Tenant/guarantor expressly submits and consents to the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens. Tenant/guarantor hereby waives personal service of any and all process and agrees that all such service of process may be made upon Tenant/guarantor by certified or registered mail, return receipt requested, addressed to tenant/guarantor, at the notice address as provided in this agreement, and service so made shall be complete ten (10) days after the same has been posted.

9.21 **NOTICE OF LEASE.** Landlord agrees that Tenant may record a Notice of Lease with the Registry of Deeds in Norfolk County. Such Notice of Lease shall be reasonably satisfactory to Landlord and shall disclose no more information than is required by statute to adequately protect Tenant’s leasehold interest hereunder. Upon termination or expiration of this Lease, according to its terms, Tenant shall promptly provide Landlord with a duly executed and recordable instrument acknowledging same upon request and in a form reasonably acceptable to Landlord to discharge said Notice of Lease.

9.22 **NO TRANSFER OR USE OF LICENSES.** Notwithstanding anything to the contrary set forth herein, upon the termination or expiration of this Lease, unless and until Tenant has paid all sums due to Landlord hereunder, Tenant shall not transfer or convey any of its licenses or approvals related to the production or distribution of medical marijuana to any other person, entity or location and agrees that Landlord shall have all rights and remedies, including the right to injunctive relief.

9.23 **LANDLORD’S EQUIPMENT.** If Tenant uses any piece of the Landlord’s equipment (which solely for the purposes of this paragraph is deemed to include any equipment owned, leased or operated by Landlord or any of its related or affiliated entities in any way owned or controlled by any owner of a membership interest in Landlord), whether authorized or not, by form of loan, rental or other arrangement, and whether manned or not, the Tenant accepts same in “as is” condition at its sole risk, shall at all time use same in a proper and safe manner and only for the specific purposes, loads, manner of use, and other such considerations for which it is rated and/or designed and for no other purpose, and agrees to indemnify and save the Landlord from any and all claims resulting from, or which is incidental or related to the use of the equipment by the Tenant and/or for its benefit and/or on its behalf. This shall not be deemed to bestow on Tenant any right whatsoever to utilize any such equipment.

9.24 **REMAINDER OF BUILDING/LOT.** Tenant acknowledges that Landlord is and will be actively engaged in (i) soliciting a tenant or developing a use or user for the remainder of the Building and Lot not leased by Tenant. Tenant, to the extent reasonably requested/required by Landlord, agrees to cooperate with Landlord, its agents, successors and assigns. Tenant specifically agrees not to hinder or interfere, directly or indirectly, in any manner whatsoever, with the Landlord’s efforts to obtain approval of zoning changes, variances, special permits, building permits, construction plans, site plans, systems, and all other such approvals with respect to the Building or any other adjacent/abutting properties. In the event that Tenant’s waiver, consent or approval is requested by Landlord or is in any way required or
requested by the Town of Holbrook, the State of Massachusetts, the Federal Government, or any
subdivision, board or agency of any of the foregoing, in connection with the development or expansion of
the Building or any adjacent or abutting properties, Tenant irrevocably agrees to provide said waiver,
consent or approval, as the case may be, within forty eight (48) hours of a request therefore. This
provision is a material provision of this Lease and Tenant acknowledges that this agreement is a material
inducement to Landlord to enter into this Lease, but for which, Landlord would not have entered into this
agreement.

9.25 The Landlord and Tenant herein agree to the following additional language to Clause 4.4
ELECTRIC and UTILITY SERVICES: As stated within this Lease agreement, the parties herein
understand and agree that the tenant’s intended use of the premises is for the purposes of office,
warehouse, and, if permitted by the Commonwealth of Massachusetts, pharmaceutical marijuana
production and distribution, and any other approved uses in accordance with local zoning. In the
event the Tenant gets all proper approvals from any and all required agencies, including but not
limited to the Commonwealth of Massachusetts, the tenant will need to install all or some of the
following in order to successfully operate a legalized pharmaceutical marijuana production and
distribution business:

a. An Automatic Watering System using pumps, a reverse osmosis system to clean
the water and an aerated tea system that also uses a pump and air pump station. The system is
very water intensive and after full build out, the estimated water use will run between 1500 and
3500 gallons per day.

b. HID (High-Intensity Discharge – sodium high pressure and metal halide) Lamps.
The Tenant’s build out plans call for 407 of this type of HID Lamp, 1000 watts each.

c. Venting and oscillating fans. The current build out calls for an estimated 60 fans
with 35 vent fans in operation, but could be more. All cultivation rooms to be properly sealed.

d. Floor drainage system or table drainage system will need to be installed.

e. Multiple Air Conditioning Units will need to be installed in 18 cultivation rooms
and in the dry/cure room.
The Tenant herein understands and agrees that in the event the Landlord does not elect to require Tenant to separately meter such service or services as described in Clause 4.4, Tenant agrees that Tenant's responsibility to pay its share of such expenses as Additional Rent based upon the common area percentage set forth in this Lease or such other reasonable method apportioning usage as reasonably determined by landlord will require a revised manner in which to calculate this ADDITIONAL RENT figure due to the fact that Tenant’s anticipated use of such Electric and Utility Services will exceed "anticipated normal use". The tenant herein understands and agrees that once his actual usage of such Electric and Utility Services can be determined through the course of monthly billing statements or some other reasonable method, Landlord will provide Tenant with a revised manner in which to calculate this ADDITIONAL RENT figure, which revised manner shall be held to a reasonable man standard, and provide Tenant with supporting documentation and billing statements to support same.

*The signature page is the next page.*
EXECUTED as a sealed instrument on the day and year first above written.

LANDLORD: ONE MEAR ROAD TRUST
By: 
Name: Vincent F. Barlette
Title: Trustee

By: 
Name: Ronald J. Gillis, Jr.
Title: Trustee

TENANT: MASSMEDICUM CORP.
By: 
Name: James F. Kornick, President and Treasurer

WITNESS:

GUARANTOR:
By:

WITNESS:
EXHIBIT A

See attached plan Exhibit A-1 for description of Premises.
EXHIBIT B
LANDLORD'S SERVICES

Landlord shall provide services with respect to the Premises, to be paid by Tenant on a pro rata basis, billed monthly by Landlord.

Landlord shall be obligated to provide the following services relating to the Building and the Lot:

1. Provide snow plowing of the vehicular access ways and parking areas, but expressly exclusive of shoveling to provide Tenant and Tenants customers and/or licensees pedestrian access to stairs and doorways of the Premises as provided below.

Tenant shall perform all other services relating to its Premises, including but not limited to keeping all stairs and pedestrian access ways to its Premises free and clear of snow (shoveling and ice-melt/sanding), ice, debris and hazards of any kind.
EXHIBIT C

TENANT ESTOPPEL LETTER

TO: ____________________________ , and its successors and assigns (collectively, the “Lender”)

RE: Premises known as and located at One Meare Road, Holbrook, MA (the “Building”)

The undersigned ____________________________ (“Tenant”), does hereby certify to the Lender as follows:

1. Tenant is the tenant under that certain lease dated _______ , 2014 between Tenant and ____________________________ , as landlord (“Landlord”), for approximately 25,000 sf (the “Premises”) as more particularly described in the said lease (hereinafter referred to as the “Lease”).

2. The Lease is in full force and effect and, except as set forth above, has not been amended, modified or supplemented.

3. The Lease represents the entire agreement between Tenant and Landlord with respect to the leasing and occupancy of the Premises, and there are no other agreements or representations of any kind between Landlord and Tenant with respect thereto. Without limiting the foregoing, Tenant does not have any rights of first refusal or options to purchase the Premises or any interest therein.

4. All obligations of Landlord to be performed or complied with by Landlord through the date hereof have been fully performed and complied with including, without limitation, any obligations of Landlord to prepare the Premises for Tenant’s occupancy, and as of the date hereof, to Tenant’s knowledge, there exists no default or condition, state of facts or event that, with the passing of time or the giving of notice, or both, would constitute a default by Landlord in the performance of its obligations under the Lease.

5. All obligations of Tenant to be performed or complied with by Tenant through the date hereof have been fully performed and complied with and there exists no default or condition, state of facts or event that, with the passing of time or the giving of notice, or both, would constitute a default by Tenant in the performance of its obligations under the Lease.

6. The term of the Lease commences on ____________, and shall expire on ________________, unless sooner terminated in accordance with the terms of the Lease. Tenant has no rights to extend the term of the Lease except as set forth below.

7. The current Fixed Rent under the Lease is $__________ per month and has been paid for the period through ___________. All Additional Rent and other charges have been paid for the current periods.

8. As of the date hereof, to Tenant’s knowledge, there are no existing offsets or defenses by Tenant to the payment of rent and other charges payable by Tenant or otherwise to the enforcement by Landlord of the Lease.

9. No security deposit or other security has been given to Landlord under the Lease except as follows: $______________ as Security Deposit.
10. There is no remaining free rent period or any unexpired concession in or abatement of rent other than set forth in the Lease.

11. Tenant is in sole possession of the Premises and has not assigned, sublet, pledged, mortgaged, transferred or otherwise conveyed all or any portion of its interest in the Premises or the Lease.

12. There are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy or insolvency laws of the United States or of any state or territory of the United States.

13. Tenant understands and acknowledges that this certificate is delivered to, and shall be relied on by, the Lender in connection with an extension of a loan financing the Landlord’s interest in the Building and the land on which it stands (the “Mortgaged Property”).

14. Tenant agrees to promptly provide the Lender at its offices at ________________, Attention: ________________, with copies of any notices of default given by Tenant with respect to the Lease and/or the Premises.

Tenant

By: __________________________
Name: ________________________
Title: _________________________

Dated: _________________________
FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “Amendment”) is entered into this ___th day of February 2015, by and between the Trustees of the One Mear Road Trust u/d/t dated November 2, 2012 (“Landlord”), and MassMedicum Corp. (“Tenant”). The Landlord and the Tenant are each hereinafter referred to as a “Party” and collectively the “Parties.”

Recitals

A. The Parties have entered into a certain Lease dated August 27, 2014 regarding an area of a building known as and numbered One Mear Road, Holbrook, Massachusetts (the “Lease”).

B. The Landlord and Tenant wish to modify the Lease as herein provided.

Now therefore, for valuable consideration, receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. The recitals above are incorporated herein.

2. The Landlord and Tenant agree that the Term Commencement Date for all purposes of the Lease is fixed at January 1, 2015, and that the Tenant received keys to and access to the Premises effective as of January 1, 2015. The Term Expiration Date of the Lease is hereby amended to be a fixed date of December 31, 2020.

3. Effective as of March 31, 2015, the Exhibit A and the Exhibit A-1 setting forth the Rentable Floor Area of Tenant’ Space is amended and replaced in its entirety with the Exhibit A and Exhibit A-1 (Rev 3/31/15) attached hereto, and the words "Approximately 25,000 GROSS SQUARE FEET are deleted".

4. Effective as of March 31, 2015, the Fixed Rent is increased to a total of $102,000.00 per year.

5. All other provisions of the Lease are hereby reaffirmed and remain in full force and effect and the Tenant hereby affirms that Landlord is not and has not been in default of its obligations under the Lease and has complied with all of its obligations under the Lease as of the date hereof.

6. This Amendment shall be binding on, and inure to the benefit of, the parties hereto, their successors in interest, and assigns.

[Signature Page Follows]
EXECUTED as a sealed instrument on the day and year first above written.

WITNESS: 

WITNESS: 

LANDLORD: ONE MEAR ROAD TRUST

By: 
Name: Vincent F. Barletta
Title: Trustee

By: 
Name: Ronald J. Gillis, Jr.
Title: Trustee

TENANT: MASSMEDICUM CORP.

By: 
Name: James T. Kurnick, President and Treasurer

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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is entered into this 30th day of October 2015, by and between the Trustees of the One Mear Road Trust u/d/t dated November 2, 2012 ("Landlord"), and MassMedicum Corp. ("Tenant"). The Landlord and the Tenant are each hereinafter referred to as a "Party" and collectively the "Parties."

Recitals

A. The Parties have entered into a certain Lease dated August 27, 2014 regarding an area of a building known as and numbered One Mear Road, Holbrook, Massachusetts, as previously amended by a certain FIRST AMENDMENT TO LEASE dated February 27, 2015 (the "Lease").

B. The Landlord and Tenant wish to modify the Lease as herein provided.

Now therefore, for valuable consideration, receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. The recitals above are incorporated herein.

2. Paragraph 2.3 of the Lease is deleted in its entirety and replaced with the following

"2.3 EXTENSION OPTIONS: Provided that Tenant is not then in default of its obligations hereunder, Tenant shall have the right to extend the term of this Lease for up to two (2) successive extension periods. Each such extension period shall be for a period of five (5) years. The exercise of the first such five (5) year extension period ("First Extension") shall be a condition precedent to the exercise of the second five (5) year extension period ("Second Extension"). Tenant shall give Landlord no more than twelve (12) months but at least eight (8) months prior written notice of its intent to extend the term of this Lease under the First Extension or the Second Extension, as the case may be. At Landlord's option, failure to give such timely notice shall be an irrevocable waiver of these extension options without recourse. The Fixed Rent payable during such option periods shall be equal to the Fair Market Rent ("FMR") for the Premises, but in no event less than the Fixed Rent in the last year of the prior Lease Term and shall increase at a rate of five percent (5%) annually thereafter.

2.3.1 FMR shall be determined as follows: Landlord and Tenant shall attempt to agree on the then prevailing FMR within ten (10) days of Landlord's receipt of Tenant's notice of extension. In the event Landlord and Tenant cannot agree upon the then prevailing FMR, the Landlord may, at its sole option, elect to accept the rent payable for the last year of the prior Lease term as the FMR for purposes of such extension; or absent such election by Landlord within thirty (30) days, the following procedure shall be followed: each will select an independent commercial real estate broker or appraiser with five or more years experience in the Canton, MA commercial rental market who will jointly determine the FMR. If the brokers or appraisers so selected cannot agree upon the FMR within forty-five (45) days of their selection, the brokers or appraisers so named shall select a third similarly qualified broker or appraiser and the decision as to the FMR of any two of such three brokers or appraisers so selected shall bind the parties. For purposes of this Lease, the "Fair Market Rent" of the Premises shall be the current fair market value for premises of comparable size, quality, age and location in the market area and the value of all concessions then being offered in the market for comparable space; in determining fair market value, the parties and the brokers or appraisers shall take into account the then condition of the Building; but shall not consider any specialty laboratory or similar non-office improvements built-out by Tenant at its expense. Notwithstanding anything to the contrary in the foregoing, the Parties agree that the FMR computed above shall be capped at an increase of three percent (33%) greater of the Fixed Rent for the last year of the prior Lease Term, with a minimum increase of ten percent (10%) greater than the Fixed Rent for the last year of the prior Lease Term.

2.3.2. With respect to the Second Extension, notwithstanding anything to the contrary in the foregoing, the Landlord or any subsequent owner of the Property may unilaterally revoke or void the Second
Extension above at any time prior to exercise of the Second Extension if: (i) the Landlord has sold the Property, and Landlord or such new owner notifies the Tenant that it elects to void such provision; or (ii) the Landlord has the Property under a binding or purchase and sales agreement at the time of any exercise of the Second Extension by Tenant; or (iii) if Landlord desires to sell the Property and Landlord elects to, at its sole option, offer the Tenant the opportunity to purchase the Property prior to the commencement of the Second Extension, at the same price that the Landlord intends to list the Property for sale (less 5% if no broker is involved or commission due on sale to Tenant) and the Tenant declines to purchase the Property based on such offer.

3. All other provisions of the Lease are hereby reaffirmed and remain in full force and effect and the Tenant hereby affirms that Landlord is not and has not been in default of its obligations under the Lease and has complied with all of its obligations under the Lease as of the date hereof.

4. This Amendment shall be binding on, and inure to the benefit of, the parties hereto, their successors in interest, and assigns.

[SIGNATURE PAGE FOLLOWS]
The parties have EXECUTED the Second Amendment to Lease as a sealed instrument on the day and year first above written.

WITNESS:  

LANDLORD: ONE MEAR ROAD TRUST

By:  
Name: Vincent F. Barletta  
Title: Trustee

By:  
Name: Ronald J. Gillis, Jr.  
Title: Trustee

TENANT: MASSMEDICUM CORP.

By:  
Name: James P. Kernick, President and Treasurer

Scanned by CamScanner
February 1, 2016

Philip C. Silverman, General Manager
MassMedicum Corporation
P. O. Box 384
Easton, MA 02334

Dear Mr. Silverman:

The Amherst Select Board does hereby provide notice of their support to MassMedicum Corporation to operate a Registered Marijuana Dispensary in the Town of Amherst.

I have been authorized to provide this letter on behalf of the Amherst Select Board by a vote taken at a duly noticed meeting held on February 1, 2016.

The Select Board has verified with the appropriate local officials that the proposed RMD Facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Amherst Select Board

[Signature]

Alisa V. Brewer, Chair
June 9, 2016

James Kumick, MD
MassMedicum Corp.
58 Post Island Road
Quincy, MA 02168

RE: 1 Mear Road, Holbrook, MA

Dear Dr. Kumick:

The Holbrook Board of Selectmen does hereby provide support to MassMedicum Corp. to operate a Registered Marijuana Cultivation Center in the Town of Holbrook. I have been authorized to provide this letter on behalf of the Holbrook Board of Selectmen by a vote taken at a duly noticed meeting held on June 8, 2016.

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

Matthew V. Moore, Chairman
Holbrook Board of Selectmen

Signature

Date 6/15/16