December 12, 2016

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

Re: Response of MassMedicum Corp. to December 6, 2016 Department of Public Health Request for Information (Application 2 of 2)

To Whom It May Concern:

Please be advised that this correspondence is the response of MassMedicum Corp. ("MassMedicum") to the Request for Information of the Department of Public Health ("DPH") dated December 6, 2016. The DPH requested the following information:

1. **DPH Request:** The attachments submitted with the Holbrook lease are faint and difficult to read. Please resubmit copies of the attachments that are printed clearly enough that they can be read by Department staff.

**MassMedicum’s Response:** Please find the attached copies of the Exhibits to the original Holbrook lease, the First Amendment to Lease, the Second Amendment to Lease, and the Addendum to Lease. The attached Exhibit A and A-1 for the First Amendment to Lease (which was previously submitted under separate cover letter on December 7, 2016) was intended to replace the Exhibit A and A-1 for the original Holbrook lease. The unreadable Exhibit A and A-1 for the original Holbrook lease is no longer operative, as the First Amendment to the lease provided for an expansion of the leased space from approximately 25,000 square feet to approximately 32,680 square feet.

2. **DPH Request:** Section 8.1 of the Holbrook Lease suggests that the Lessor, under certain circumstances, may repossess the leased premises and any property therein. Only those authorized to possess marijuana for medical use pursuant to Ch. 369 of the Acts of 2012 and its implementing regulations, 105 CMR 725.000, et seq., are permitted to possess regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement action. Please identify the provision(s) of the lease that safeguard regulated assets from seizure by the Lessor or other parties unauthorized to possess them.

**MassMedicum’s Response:** On December 7, 2016, MassMedicum submitted to the Department a copy of an executed Addendum to Lease (attached here) which clarifies that the Lessor’s remedies do not include seizure of assets protected by Chapter 369 of the Acts of 2012 and that the Lessor is not entitled to repayment or remedy that provides Lessor inventory of MassMedicum that contains any amount of marijuana, in any form, whether flower or infused product.

3. **DPH Request:** Please submit a list of uses within 500 feet of the proposed Holbrook site to demonstrate compliance with 105 CMR 725.110(A)(14).

Vicente Sederberg, LLC
Phone: (617) 934-2121
Fax: (617) 514-0008

VGR Law Firm, P.C.
Phone: (617) 307-4728
Fax: (617) 307-4729
MassMedicum’s Response: Please find enclosed a list of uses within 500 feet of the proposed Holbrook site. There are no schools, daycare centers or any facility in which children commonly congregate within 500 feet of the Holbrook site.

4. DPH Request: The management agreement identified in Question C.11 of the Management and Operations Profile has not yet been submitted for review. As you are aware, management agreements that are identified in the responses to the questions in the Management and Operations profile must be disclosed to the Department prior to receiving a Provisional Certificate of Registration. Please also submit an independent legal opinion that the agreement is in compliance with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance (http://www.mass.gov/eohhs/docs/dph/guality/medical-marijuana/applications/non-profit-compliance-guidance.pdf). Please be advised that the applicant must submit such documents as soon as possible, but prior to receiving a Provisional Certificate of Registration. An application will not be deemed complete until all materials requested by the Department are submitted.

MassMedicum’s Response: On December 1, 2016, MassMedicum submitted to the Department an Updated Response to Question C. 11 of the Management and Operations Profile for Application 2 of 2, which clarifies that at this time, MassMedicum has not finalized a management agreement with any party and further states that upon finalizing such an agreement, MassMedicum will submit same to the Department along with an independent legal opinion stating that the contract is in compliance with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance. A copy of the updated response to Question C. 11 has been attached here for your convenience.

Please do not hesitate to contact our office with any questions, comments, or concerns. Thank you for your attention to these matters.

Very Truly Yours,

Philip C. Silverman, Esq.

PCS/tc
Enclosures
Exhibits A, A-1, B and C to the Original August 27, 2014 Holbrook Lease

(Please Note that Exhibits A and A-1 Have Been Replaced by the Attachments to the First Amendment to Lease)
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 Moore 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
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 w/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, 2105, 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 herby 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:

LANDLORD: ONE MEAR ROAD TRUST

By: __________________________
Name: Vincof F. Barletta
Title: Trustee

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

TENANT: MASSMEDICUM CORP.

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

WITNESS: __________________________
EXHIBIT A

See attached plan Exhibit A-1 for description of Premises.
Second Amendment to Lease
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/dt 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 (3%) greater than 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]
Addendum to Lease
ADDENDUM TO LEASE

WHEREAS, on or about August 27, 2014, Vincent F. Barletta and Ronald J. Gillis as Trustees of One Mear Road Trust u/d/t November 2, 2012 ("Landlord") and Massmedicum Corp. ("Tenant") entered into a Lease pursuant to which Tenant leased a portion of real estate known as One Mear Road, Holbrook, Massachusetts from Landlord (the Lease and subsequent amendments thereto are, collectively, the “Lease”); and

WHEREAS, Tenant is applying to the Commonwealth of Massachusetts Department of Public Health ("DPH") to obtain a license to operate a Registered Marijuana Dispensary in Holbrook, 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 Lease, Landlord 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 Lease is hereby amended by adding the following Addendum to Lease to the Lease:

   ADDENDUM

   Notwithstanding any provision of this Lease, Landlord hereby agrees that Landlord’s rights and remedies following a default, breach, surrender or any other failure to perform under this 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 (the “Act”), i.e. any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory of Tenant that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a Certificate of Registration, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior Department of Public Health approval. Landlord agrees that Tenant’s Certificate of Registration is not an asset that may be seized by Landlord or available as a remedy for Tenant’s default, breach or other failure to perform under this Lease.

   Notwithstanding, the foregoing is to be interpreted such that the Landlord acknowledges waiver of such remedies only to the extent prohibited by the Act.

ONE MEAR ROAD TRUST U/D/T November 2, 2102
By: 
Ronald J. Gillis, Jr, Trustee
Duly authorized

By: 
Vincent F. Barletta, Trustee
Duly authorized
MASSMEDICUM CORP., LESSEE

By: [Signature]

Duly authorized
List of Uses within 500 Feet of Proposed Facility
<table>
<thead>
<tr>
<th></th>
<th>Address</th>
<th>Parcel Number</th>
<th>Name</th>
<th>Use</th>
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<tbody>
<tr>
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<td>19-006-00-0</td>
<td>New Can Co.</td>
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<td>2</td>
<td>5 Mear Rd.</td>
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<td>24 Emergency Semi-Truck</td>
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<td>3</td>
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<td>5</td>
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<td>B2B Export Pro</td>
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<tr>
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<td>Premier Pallet, LLC</td>
<td>Industrial</td>
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<td>8</td>
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<td>Breakwater Logistics</td>
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<td>Industrial</td>
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<td>Industrial</td>
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<td>Grant Steel Co.</td>
<td>Industrial</td>
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<td>19-001-00-0</td>
<td>Garvey Transport</td>
<td>Industrial</td>
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   Parcel Number: 19-001-00-0
   Name: Garvey Cape Cod Storage
   Use: Industrial

18. Address: 2 Phillips Rd.
    Parcel Number: 19-004-00-0
    Name: Jamie McGuinness & Sons
    Use: Industrial

19. Address: 1 Phillips Rd.
    Parcel Number: 19-002-00-0
    Name: Eastwind Corp.
    Use: Industrial

20. Address: 3 Phillips Rd.
    Parcel Number: 19-003-00-0
    Name: Falvey Steel Castings Corp.
Copy of Updated Response to Question C. 11
As Submitted December 1, 2016
November 30, 2016

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

Re: Updates to MassMedicum Corp.'s Management and Operations Profile (Application 1 of 2 and Application 2 of 2)

To Whom It May Concern:

Please be advised that this correspondence is intended to update MassMedicum Corp.'s (“MassMedicum”) Management and Operations Profile responses for Application 1 of 2 and Application 2 of 2. In support of these changes, please find enclosed the following documents:

2. Updated Responses to Question C.12 in the Management and Operations Profile for MassMedicum’s Application 1 of 2 and Application 2 of 2.
3. A Consolidated Revolving Line of Credit Agreement between the James Kurnick 2012 Irrevocable Trust and MassMedicum, including a Line of Credit and Note Amendment, Extension and Correction Agreement.
4. A copy of the Consulting Services Agreement between Medsorganics, LLC and MassMedicum, as previously submitted and disclosed to the DPH.
5. An independent legal opinion that the above agreements are in compliance with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.

Please note that the Consulting Services Agreement between Medsorganics and MassMedicum applies to the existing RMD registration, as well as to MassMedicum’s current applications.

Please do not hesitate to contact our office with any questions, comments, or concerns. Thank you for your attention to these matters.

Very Truly Yours,

[Signature]

Philip C. Silverman, Esq.

PCS/tc
Enclosures
SECTION C. NON-PROFIT COMPLIANCE

Answer each of the questions below to explain how the Corporation will remain in compliance with the non-profit requirements of Ch. 369 of the Acts of 2012, the regulations at 105 CMR 725.000, and “Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.” Please refer to the “Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance” document in completing this form.

11. Please identify any management company that the applicant intends to utilize and summarize the terms of any agreement or contract, executed or proposed, with the management company.

MassMedicum has not finalized a management company contract at this time. Should MassMedicum finalize such a contract, it will provide an updated response to this question, disclosing the terms thereof and providing a copy, as well as an independent legal opinion that it is in compliance with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance Guidance.

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 C. NON-PROFIT COMPLIANCE

Answer each of the questions below to explain how the Corporation will remain in compliance with the non-profit requirements of Ch. 369 of the Acts of 2012, the regulations at 105 CMR 725.000, and “Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.” Please refer to the “Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance” document in completing this form.

11. Please identify any management company that the applicant intends to utilize and summarize the terms of any agreement or contract, executed or proposed, with the management company.

MassMedicum has not finalized a management company contract at this time. Should MassMedicum finalize such a contract, it will provide an updated response to this question, disclosing the terms thereof and providing a copy, as well as an independent legal opinion that it is in compliance with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance Guidance.

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
12. Please identify any agreements or contracts, executed or proposed, in which the applicant will engage in a Related Party Transaction and summarize the terms of each such agreement.

MassMedicun has identified the following agreements or contracts, executed or proposed, in which it will engage in a Related Party Transaction:

1) MassMedicun has executed a Consolidated Line of Credit Agreement, Consolidated Promissory Note and a Line of Credit and Note Amendment, Extension and Correction Agreement with James T. Kurnick, Trustee of the James T. Kurnick 2012 Irrevocable Trust. The agreements provide MassMedicun with a line of credit loan facility in an amount up to $5,000,000, payable over 25 months with interest accruing at 18 percent (18%) per annum. Dr. Kurnick is the CEO and CFO of MassMedicun.

2) MassMedicun has an executed contract for cultivation services with Medsorganics, Inc. (expenses, plus annual consultant fee of $160,000 - $200,000 with incentive bonus based on production/sales benchmarks). Medsorganics is partially owned by Matthew Kurnick, who is the son of MassMedicun’s CEO/CFO, Dr. Kurnick.

Copies of the agreements have been submitted to the DPH along with an independent legal opinion that the agreements are in compliance with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.

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.
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<thead>
<tr>
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</tr>
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<tbody>
<tr>
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