

Theory Wellness, Inc.  
38 Montvale Ave  
Suite 210  
Stoneham, MA 02180

March 16<sup>th</sup>, 2016

Eric J. Sheehan, J.D.  
Interim Bureau Director  
Bureau of Health Care Safety and Quality  
Massachusetts Department of Public Health  
99 Chauncy Street, 11<sup>th</sup> Floor, Boston, MA, 02111

Mr. Sheehan:

Theory Wellness Inc. ("TWI") is pleased to submit the enclosed Siting Profile for our proposed RMD located at 1050 Elm St. Bridgewater, MA 02324.

**Please note the following:**

1. To fulfill our obligations under Section B: *Supporting Documentation*, TWI has included a full copy of our executed lease for our proposed RMD, including all exhibits to the lease. In our opinion, Exhibit D of the lease contains confidential information that should be redacted in ordinance with M.G.L. chapter 4 § 7 (26), as Exhibit D contains a floor plan that if disclosed, could impact security measures.
2. In respect to the financial projections in Section E: TWI's fiscal year, as per our bylaws, is July 1 through June 30. The financial projections included in Section E pertain to the following time periods which we have included in this letter to further clarify our response:
  - a. First Full Fiscal Year Projections: **July 1, 2016 – June 30, 2017**
  - b. Second Full Fiscal Year Projections: **July 1, 2017 – June 30, 2018**
  - c. Third Full Fiscal Year Projections: **July 1, 2018 – June 30, 2019**

Please do not hesitate to reach out with any questions.

Thank you

President  
Theory Wellness, Inc.

**RECEIVED**

MAR 16 2016

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



# The Commonwealth of Massachusetts

Executive Office of Health and Human Services  
Department of Public Health  
Bureau of Health Care Safety and Quality  
**Medical Use of Marijuana Program**  
99 Chauncy Street, 11<sup>th</sup> Floor, Boston, MA 02111

## **SITING PROFILE:**

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

## **INSTRUCTIONS**

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

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

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

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

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

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

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

## REVIEW

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

## PROVISIONAL CERTIFICATE OF REGISTRATION

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

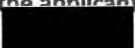
## REGULATIONS

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

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

## PUBLIC RECORDS

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

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


## QUESTIONS

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

## CHECKLIST

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

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

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: 



## SECTION A: APPLICANT INFORMATION

1. Theory Wellness, Inc.  
Legal name of Corporation  
[REDACTED]
2. [REDACTED]  
Name of Corporation's Chief Executive Officer
3. 38 Montvale Ave.  
Suite #210  
Stoneham, MA 02180  
Address of Corporation (Street, City/Town, Zip Code)  
[REDACTED]
4. [REDACTED]  
Applicant point of contact (name of person Department of Public Health should contact regarding this application)  
[REDACTED]
5. [REDACTED]  
Applicant point of contact's telephone number
6. [REDACTED]  
Applicant point of contact's e-mail address
7. Number of applications: How many *Siting Profiles* do you intend to submit? 3

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: [REDACTED]

<b>SECTION B: PROPOSED LOCATION(S)</b>
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*Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.*

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

	Location	Full Address	County
1	Dispensing	1050 Elm Street Bridgewater, MA 02324	Plymouth
2	Cultivation	1050 Elm Street Bridgewater, MA 02324	Plymouth
3	Processing	1050 Elm Street Bridgewater, MA 02324	Plymouth

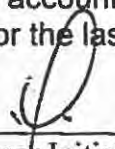
☐ Check here if the applicant would consider a location other than the county or physical address provided within this application.

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: [REDACTED]

## LEASE AGREEMENT

1. PARTIES 1050 Elm Street Realty Trust ("LESSOR"), which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Theory Wellness, Inc. ("LESSEE"), which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
2. PREMISES Production/ processing warehouse building, office/retail space, approximately 12,000 sq. ft. at 1050 Elm Street, Bridgewater, MA 02324, together with the right to use in common, with others entitled thereto, all means of access, necessary for use of leased premises. A description of Premises to be delivered to LESSEE by LESSOR is defined in Exhibit 1 below.
3. TERM This lease shall commence upon the Delivery of the Premises and after LESSOR has passed all building inspections and completed all work described in Exhibit 1. The term of this lease shall be for Seven (7) Years commencing on the day of the Delivery of the Premises ("Commencement Date"). Both parties agree to make commercially best efforts to have the Commencement Date occur on or before July 31<sup>st</sup>, 2016; however, there is no penalty for LESSOR if Premises are not delivered on or before July 31<sup>st</sup>, 2016. The lease term will include 3% per year increases triggered annually on the anniversary date of the first month and day of payment of the Basic Rent. The LESSEE has the option to extend this lease for an additional seven (7) years, with 3% per year increases in the Basic Rent. LESSEE must give LESSOR twelve (12) months notice prior to the end of this lease if exercising this option.
4. BASIC RENT The LESSEE shall pay to the LESSOR Basic Rent at the rate of One Hundred and Twenty Thousand (\$120,000.00) Dollars per year, payable in advance in monthly installments of \$10,000.00 / month, with 3% per year increases based on prior year's Basic Rent. LESSEE's obligation to begin payment of Basic Rent shall commence upon Delivery of the Premises in the condition specified in Exhibits 1,2, A, B, C, D, E, and F.
5. DEPOSIT Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$10,000.00, as a refundable Security Deposit. Upon the Delivery of the Premises, LESSEE shall pay to the LESSOR the amount of \$21,940.52, which shall be accounted for as \$10,000.00 for the 1<sup>st</sup> month's rent, \$11,940.52 for the last

  
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month's rent.

6. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity, gas, water, sewer and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises, and all bills for fuel furnished to a separate propane tank servicing the leased premises exclusively. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the Commencement Date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which shall not be unreasonably withheld. The LESSOR will be responsible to furnish and pay for a dumpster and a fenced dumpster site, however LESSEE will be responsible to pay all dumpster disposal costs after the Commencement Date.

7. USE OF  
PREMISES


The LESSEE shall use the leased premises only for the purpose of a State licensed, vertically integrated marijuana facility and all ancillary uses thereto. LESSEE and LESSOR agree, acknowledge and understand that the LESSEE intends to use the Leased Premises as permitted under Chapter 369 of the Acts of 2012, An Act for the Humanitarian Medical Use of Marijuana and as regulated pursuant to 105 CMR 725.100, and that LESSEE intends to use the Premises to acquire, cultivate, possess, process (including development of related products such as edible MIPs, tinctures, aerosols, oils, or ointments), transfer, transport, sell, distribute, dispense, or administer marijuana, products containing marijuana, related supplies, or educational materials, as now permitted by the laws of the Commonwealth of Massachusetts or as permitted by any applicable law in the future. Limited outside storage use shall be permitted.

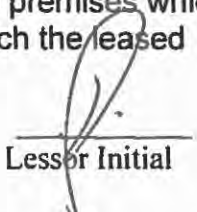
8. COMPLIANCE  
WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be improper, noisy or offensive, or contrary to any Commonwealth of Massachusetts law or municipal by-law or ordinance in force in the city or town in which the premises are situated, notwithstanding LESSEE's intended use to operate a State licensed marijuana facility.

9. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make void any insurance on the property of which the leased

  
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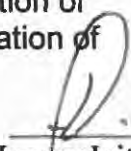


premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises but LESSEE maintains the right to audit any premium increase and coordinate replacement insurance from another insurance company providing equal or greater coverage.

10. MAINTENANCE      The LESSEE agrees to maintain the leased premises in good condition, with the exception of damages to the premise incurred by fire, natural disaster, or other casualty. The LESSEE shall not permit the leased premises to be over-loaded, damaged, stripped, or defaced. At LESSEE'S sole discretion, LESSEE shall be allowed to erect a sign on the Premises, provided that the sign does not violate any local or state laws. The LESSOR agrees to maintain the structure of the Premises and building, including but not limited to the roof, parking lot, foundation, sewer, electrical infrastructure, underground plumbing, and conduits, of which the leased premises are a part of, in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

11. ALTERATIONS/  
ADDITIONS      The LESSEE shall NOT make any structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. LESSEE shall be permitted to make all necessary alterations to operate a marijuana production, treatment and retail facility. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the construction of the Premises at the Lease Commencement date. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. All alterations or improvements made by the LESSEE shall remain the property of the LESSEE and must be removed within sixty (60) days following the termination of occupancy as provided herein. Following the termination of

  
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occupancy as provided herein, the Premises shall be restored at LESSEES sole cost and expense to replicate as commercially reasonable as possible the "Original State" as defined below.

12. ASSIGNMENT/  
SUBLETTING

LESSEE may assign or sublet this Lease in whole or any part of the leased premises with prior written consent of LESSOR, which shall not be unreasonably withheld. LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

13. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased 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 or other such instruments in the nature of a mortgage. Notwithstanding the provisions of Section 13 above, the Lease shall be subject and subordinate so long as LESSOR obtains from its lender(s) a Subordination Non-Disturbance and Attornment Agreement ("SNDA"), within one hundred twenty (120) days of the Commencement Date in a standard form which specifically references that LESSOR intends to use the Leased Premises as permitted under Chapter 369 of the Acts of 2012, An Act for the Humanitarian Medical Use of Marijuana, and M.G.L. c. 111, s. 3, and as regulated pursuant to 105 CMR 725.100. Such SNDA shall be executed by LESSOR's lender(s), and LESSEE agrees to execute any such SNDA required by LESSOR in furtherance of the provisions hereof. LESSEE shall execute and deliver such further instrument or instruments subordinating this Lease to the lien of any such mortgage or deed of trust encumbrance or encumbrances as shall be desired by any mortgagee or party secured or proposed mortgagee or party proposed to be secured. Notwithstanding any of the foregoing provisions, the aforementioned subordination is expressly subject to an agreement by the secured party not to disturb this Lease or possession by LESSEE as long as LESSEE is not in default under the Lease, and any subordination agreement shall contain a non-disturbance agreement reasonably satisfactory to LESSEE. If LESSOR is unable to obtain said SNDA, LESSEE has the option to terminate the lease without penalty.

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ACCESS

The LESSOR or agents of the LESSOR may NOT access or enter the Premises without twenty-four (24) hour notice to LESSEE. Any such access or entry shall adhere to Massachusetts law and regulation, and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4). LESSOR may remove placards and signs not approved and affixed as herein provided. LESSOR may show the leased premises to others with twenty-four (24) hour notice within three (3) months before the expiration of the term and may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

15. INDEMNIFI-  
CATION AND  
LIABILITY  
ACCESS


The LESSEE shall hold the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the parking lot and sidewalks bordering upon the leased premises shall be LESSOR'S responsibility.

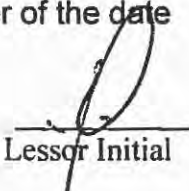
16. LESSEE'S  
LIABILITY  
INSURANCE

The LESSEE shall maintain, with respect to the leased premises and the property of which the leased premises are a part of, comprehensive general liability insurance in the amount of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate (annually), with property damage insurance in limits of \$ 2,000,000.00, in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the Commencement Date, and thereafter within thirty (30) days prior to the expiration of such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

17. FIRE,  
CASUALTY -  
EMINENT  
DOMAIN

Should more than sixty (60) percent of the leased Premises be 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 leased premises substantially unsuitable for the intended use, the Basic Rent payable shall be abated from the date of the fire, casualty or taking through the earlier of the date

  
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that the lease is terminated, or the date upon which the Premises is completely restored. The LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) 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 leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

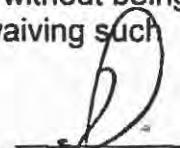
#### 18. DEFAULT

In the event that:

- (a) The LESSEE shall default in the payment of any installment of Basic Rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, 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 leased premises (with limitations and procedures pursuant to 105 CMR 725.000), 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 default. Any such access or entry shall adhere to the strictures of Massachusetts law and regulation, and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4). The LESSEE shall indemnify the LESSOR against all loss of Basic Rent and other payments that the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such

  
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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 7.5 per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.


19. NOTICE

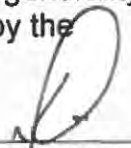
Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSEE registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at 16 Industrial Way, Hanover MA 02339. All notices shall be sent to LESSEE at 38 Montvale Ave. Suite 210, Stoneham MA 02180.

In the event that LESSOR receives any notice from any agency or representative of any government threatening any action, civil or criminal, against LESSOR or the Premises as a result of LESSEE's use of the Premises, LESSOR shall forward such notice to LESSEE within two (2) business days. LESSEE shall respond to any such notice within ten (10) business days of receipt, and shall deliver to LESSOR copies of any such responses concurrently with LESSEE's delivery of said responses to the applicable government agency or representative. LESSEE shall have the right to defend against such actions in order to preserve its ability to continue its use of the Premises. LESSOR shall not have the right, based on receipt of such notice, to cancel or terminate the lease provided timely rental payments are received. LESSOR shall make reasonable efforts to assist LESSEE in complying with requests from relevant government entities at no cost to LESSOR.

20. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove, at LESSEE's sole expense, all LESSEE's goods, directly or indirectly relating to cultivation and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the

  
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LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises to the conditions in which the LESSOR delivered the Premises (see Exhibit 1), and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises after sixty (60) days following the expiration or termination of this lease, LESSOR is hereby authorized, without liability to LESSEE 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 to destroy such property.

21. Early  
Termination

(1) Prior to the Commencement Date, in the event that any permits or licenses required to operate LESSEE's intended use are not granted, are revoked, or are rescinded, or if any change to State or local law occurs, or any other event occurs, which affects the ability of LESSEE to operate as a State licensed marijuana organization, LESSEE shall have the right, but not the obligation, to terminate the lease by providing thirty (30) days written notice to LESSOR. In this event, LESSEE shall forfeit the security deposit.

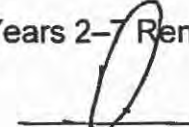
(2) On or after the Commencement Date, in the event that any permits or licenses required to operate LESSEE's intended use are not granted, are revoked, or are rescinded, or if any change to State or local law occurs, or any other event occurs, which affects the ability of LESSEE to operate as a State licensed marijuana organization, LESSEE shall have the right, but not the obligation, to terminate the lease by providing thirty (30) days written notice to LESSOR. In this event, LESSEE shall:

- (A) Provide LESSOR with an early termination payment equaling six months rent at the then current rental rate;
- (B) Return the premises to its "Original State" as defined below;
- (C) Provide LESSOR with a Brokerage commission reimbursement based on the following schedule:

If Lease is terminated in Year 1: 6% Year 1 Rent +  
3% Years 2-7 Rent

If Lease is terminated in Year 2: 3% Years 2-7 Rent


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If Lease is terminated in Year 3: 3% Years 3–7 Rent  
If Lease is terminated in Year 4: 3% Years 4–7 Rent  
If Lease is terminated in Year 5: 3% Years 5–7 Rent  
If Lease is terminated in Year 6: 3% Years 6–7 Rent  
If Lease is terminated in Year 7: 3% Year 7 Rent

21. Delivery of Premises      The description of the delivery of premises as defined below in Exhibit 1, whether completed and paid for by the LESSOR or LESSEE..
22. Original State      The "Original State" of the Premises is defined in Exhibit 2 and may be further defined by mutual agreement of both parties.
23. RE Taxes      LESSOR shall be responsible for the timely payment of all real estate taxes assessed on the Premises during the lease term, and any subsequent lease terms.
24. Quiet Enjoyment      Subject to the terms and provisions of this lease, on payment of the Basic Rent and observing and keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, LESSEE shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Premises without hindrance or ejection by any person claiming by, through or under the LESSOR.
25. Hazardous Materials      LESSOR hereby warrants and represents that as of the Commencement Date the premises are free from hazardous substances or materials. In the event that any hazardous substances or materials are found on the premises that are determined to have pre-dated the Commencement Date, LESSOR shall be obligated, at its sole cost and expense, to remove said substances and materials from the premises and shall indemnify LESSEE for any and all demands and/or causes of action resulting from it. Such obligations shall include, but shall not be limited to, costs associated with the investigation of the premises, any expenses or payments to licensed site professionals, cost of demolition and disposal, and the like.


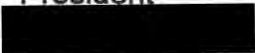
  
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IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this  
16<sup>th</sup> Day of March 2016.



LESSEE: Theory Wellness, Inc.  
38 Montvale Ave.  
Suite 210  
Stoneham, MA 02180

  
President  




LESSOR: 1050 Elm Street Realty Trust  
16 Industrial Way  
Hanover, MA 02339  
Peter Varrasso, Trustee  
781-760-1912

  
Lessee Initial

  
Lessor Initial



### Exhibit 1 – Delivery of Premises

LESSOR will deliver Premises to LESSEE as specified below:

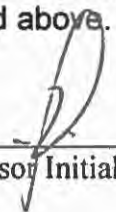
1. Premise will feature a steel framed and sided, fully insulated, code-compliant building with standing headroom no greater than the headroom drawn in Exhibit E, and positioned on the premises as drawn in Exhibit A (collectively the "building"). "Code-compliant" is defined as adhering to all building codes defined by all Bridgewater Town, Commonwealth of Massachusetts State, and federal building. These codes include but are not limited to fire safety, fire protection, mechanical, electrical and plumbing codes that apply to the premises as it is delivered to from the LESSOR to the LESSEE. The exterior color of building is to be light grey. The building will be sized for approximately 12,000 square feet of usable floor space.
2. LESSOR agrees to allow LESSEE to locate any dumpsters, HVAC equipment, backup generator equipment, or any other equipment used by LESSEE that is designed to be located on the exterior of the building (collectively "Exterior equipment") at any location on the back, south-west side of the building. LESSOR agrees to allow LESSEE to pour any concrete pads, bollards or install any fencing associated with Exterior equipment. Example approximate locations for Exterior equipment are drawn in Exhibit A, Exhibit B and Exhibit D. LESSEE agrees to provide LESSOR with a similar site plan as shown in Exhibit A describing the location of this Exterior equipment should LESSEE make any changes to the location of the Exterior equipment drawn in Exhibit A and Exhibit B or Exhibit D. LESSEE agrees to pay for the construction of concrete pads, bollards and fencing associated with any Exterior equipment. LESSOR agrees to help LESSEE to the best of LESSOR's ability to receive approval from the Town of Bridgewater to construct any concrete pads, bollards, fencing and locate any HVAC or place any Exterior equipment in the location described above.
3. LESSOR agrees to build any additional entrance awnings onto the building provided that LESSEE pays LESSOR for the cost and installation of the awnings. An anticipated location of LESSEE's required awnings are drawn in Exhibit D.
4. In addition to the road sign drawn in Exhibit A, LESSOR agrees to help LESSEE to the best of LESSOR's ability to receive approval from the Town of Bridgewater to permit an additional entrance sign featuring LESSEE's name and logo. LESSOR agrees to allow LESSEE to mount an additional sign featuring LESSEE's name and logo on the side of the building, provide that LESSEE pays for all costs associated with mounting and removing the sign upon termination of this lease agreement. All signage will be in compliance with 105 CMR 725.105(L).

  
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5. LESSOR agrees to allow LESSEE to perform exterior landscaping to the premise of the building provided that a description of any landscaping work is submitted in writing to LESSOR prior to commencement of work ("Landscaping proposal"). If LESSOR determines that any Landscaping proposal will hinder LESSOR's ability to lease the property to other tenants in the future and LESSOR provides a written denial letter to LESSEE within 30 days of receiving LESSEE's Landscaping proposal, LESSEE may complete the landscaping work defined in the Landscaping proposal and this specific landscaping work defined in the Landscaping proposal denied by the LESSOR will not be considered a part of the Original State of the premises.
6. Building will include a 3-phase, 800-amp electrical service that includes any electrical disconnects, transformers, breaker panels and breakers that LESSOR's hired licensed electrician deems reusable for future tenants (collectively "Electrical service"). LESSOR agrees to locate the Electrical service at a location within the building to be determined by LESSEE. LESSOR will give LESSEE notice as to where LESSOR plans to locate the Electrical service. LESSEE agrees to pay for any incremental cost associated with locating the Electrical service at LESSEE's requested locations rather than LESSOR's intended location for the Electrical service within the building. LESSOR agrees that LESSOR's intended locations for the electrical service is within the building.
7. LESSOR will provide any mixed-use fire code-compliant wall partitions ("Demising walls") requested by LESSEE that are placed within the building and align with the walls drawn in Exhibit F. Demising walls are to be finished smooth with white paint. Should LESSEE opt to use an alternative paint product than LESSOR intends to use, LESSEE is responsible for all costs associated with the purchase and application of such a product.
8. LESSOR agrees to include exterior lighting as drawn in Exhibit A.
9. LESSOR agrees to provide a framed opening in the building for LESSEE to install one overhead door with dimensions to be determined by LESSEE located similarly to where one of the overhead doors drawn in Exhibit A and labeled "OHD" are located. Cost of "OHD" By LESSEE
10. LESSOR will provide a code-compliant sprinkler system fully protecting the building as it is drawn in Exhibit F. LESSOR agrees to provide LESSEE with specifications on the sprinkler system to be used before installation. Sprinkler system must have adequate pressure to allow LESSEE to drop sprinkler heads as needed by LESSEE. LESSOR agrees to make any additions to the sprinkler system should LESSEE pay for all expenses associated with additional sprinkler system work that is in addition to the sprinkler system work described above.

  
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11. LESSOR will provide and apply concrete floor sealer on all floors provided that LESSEE approves of the product that LESSOR intends to use. Should LESSEE opt to use an alternative sealer that LESSOR agrees will be an adequate product for LESSOR's future tenants, LESSOR agrees to substitute LESSEE's proposed product for LESSOR's intended product provided that LESSEE pays for any incremental cost and application of such a product should LESSEE's proposed product be more expensive for LESSOR to purchase and apply. LESSOR will not unreasonably withhold approval should LESSEE's product meet the same function as LESSOR's intended product. If LESSEE chooses a product for the floors that LESSOR does not approve of, LESSEE will be responsible for all costs associated with the purchase and application of such a product. LESSOR may also choose between any and all available paint colors that meet the needs of LESSEE. LESSEE agrees to present these color options to LESSOR prior to applying the product.
12. LESSOR will include exterior push bar security steel doors with interior deadbolts for all exterior doors LESSOR intends to install for future tenants. LESSOR agrees to be flexible whenever possible with the location of exterior doors if requested by LESSEE.
13. LESSOR will provide any bathrooms and floor drains that can be built at the locations drawn in Exhibit C. LESSOR will provide the building with sewage and town water at these locations. If no bathroom locations designed by LESSEE are built at the locations drawn in Exhibit C, LESSOR will provide town sewage and water plumbing for the building. LESSOR will include meters for all utilities.
14. LESSOR will provide paved and striped parking spots as drawn in Exhibit A and Exhibit B. LESSOR agrees to modify the location of these parking spots on the back, South-West side of the building should LESSEE submit an alternative parking plan to what is drawn in Exhibit A and Exhibit B prior to the date LESSOR permits and paints these parking spots.
15. LESSOR will provide the slab and foundation wall for the building. Before permitting and pouring slab and foundation, LESSOR agrees to add any additional floor drains, plumbing or piping and exterior doors that are requested in writing by LESSEE, provided that LESSEE pays for these additional expenses.

  
Lessee Initial

  
Lessor Initial

## Exhibit 2 – Original State

The "Original State" of the Premises is defined as: the "Delivery of Premises" as described in Exhibit 1, with the additional requirements set forth below:

1. Removal of any/all dumpsters, HVAC equipment, backup generator equipment, or any other equipment used by LESSEE that is designed to be located on the exterior of the building referenced in Exhibit 1, paragraph 2 above. By removing this equipment, LESSEE assumes full ownership of this equipment.
2. Removal of entrance awnings referenced in Exhibit 1, paragraph 3 above.
3. If LESSEE chooses to locate the Electrical service anywhere other than LESSOR'S intended location, as referenced in Exhibit 1, paragraph 6 above, LESSEE will move the Electrical service back to LESSOR'S intended location.
4. Removal of the overhead door (OHD) referenced in Exhibit 1, paragraph 9 above.
5. Removal of any additions made to the sprinkler system by LESSEE, as described above in Exhibit 1, paragraph 10.
6. LESSEE pays LESSOR any cost, should any occur, for town site plan approval to alter the building to LESSOR's original intended use.

  
Lessee Initial

  
Lessor Initial





Lessor Initial: \_\_\_\_\_

Lessor Initial: 6/2











## SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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

\_\_\_\_\_  
Date

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: [REDACTED]

# TOWN OF BRIDGEWATER

## OFFICE OF THE TOWN MANAGER

**Michael M. Dutton**  
Town Manager



508.697.0919  
508.697.1468 (Fax)  
mdutton@bridgewaterma.org

**Memorial Building, 25 South Street  
Bridgewater, MA 02324**

February 22, 2016

Department of Public Health  
Commissioner Monica Bharel, MD, MPH  
250 Washington Street  
Boston, Massachusetts 02108

Dear Commissioner Bharel:

I, Michael Dutton, do hereby provide a letter of non-opposition to Theory Wellness, Inc. to operate a Registered Marijuana Dispensary ("RMD") in the Town of Bridgewater.

I have verified with the appropriate local officials that the proposed RMD facility is located in the Town's zoning district (1E); that allows such use by special permit.

Best Regards,

A handwritten signature in black ink, appearing to read "Michael Dutton", is written over a horizontal line. Below the signature, the name "Michael Dutton" and title "Town Manager" are printed.

Michael Dutton  
Town Manager

**Theory Wellness, Inc.  
Siting Profile – Application 1 of 3  
Section C: Attachment  
Letter of Non–Opposition for Cultivation, Processing,  
And Dispensing RMD in Bridgewater, MA**



## 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.

Theory Wellness Inc. (TWI) is proposing a cultivation, processing, and dispensing RMD at 1050 Elm Street, Bridgewater MA, 02324. TWI's proposed RMD is located on property that is zoned Industrial E ("IE")

RMD's are permitted to operate in Bridgewater's IE zoning district pursuant to a special permit issued by the Planning Board. RMDs cannot be located within a radius of five hundred feet of a school, daycare center, or any facility in which children commonly congregate.

TWI has confirmed with Bridgewater that our proposed RMD location complies with all applicable zoning requirements. TWI has met with the Town Manager, the Director of Community & Economic Development, the Chief of Police, the Fire Marshall, and Inspectional Services to discuss our plans and ensure we are in adherence to all applicable local codes and ordinances.

Moving forward, TWI will adhere to all criteria necessary to obtain and maintain the special permit required to operate our RMD (special permit criteria is located on pages 102 & 103 of Bridgewater's Zoning Bylaws). TWI will continue to meet regularly with Bridgewater to ensure compliance.

TWI will only contract with professionals licensed in the Commonwealth of MA to design and construct our RMD.


## 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: 7/1/2016

	FIRST FULL FISCAL YEAR PROJECTIONS 20 <sup>16</sup>	SECOND FULL FISCAL YEAR PROJECTIONS 20 <sup>17</sup>	THIRD FULL FISCAL YEAR PROJECTIONS 20 <sup>18</sup>
Projected Revenue	\$ 197,396.02	\$ 1,452,057.04	\$ 3,030,552.71
Projected Expenses	\$ 2,142,575.86	\$ 1,172,334.53	\$ 1,787,989.80
VARIANCE:	\$ -1,945,179.84	\$ 279,722.51	\$ 1,242,562.91
Number of unique patients for the year	225	670	1,018
Number of patient visits for the year	2,437	17,575	35,612
Projected % of patient growth rate annually	---	197.78%	51.94%
Estimated purchased ounces per visit	0.22	0.23	0.24
Estimated cost per ounce	\$368.18	\$359.22	\$354.58
Total FTEs in staffing	8	19	32
Total marijuana for medical use inventory for the year (in lbs.)	50.00	275.00	550.00
Total marijuana for medical use sold for the year (in lbs)	33.51	252.64	534.18
Total marijuana for medical use left for roll over (in lbs.)	16.49	38.85	54.67

Projected date the RMD plans to open: 2/1/2017

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: 

## 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

3/16/16

Date Signed

Print Name of Authorized Signatory

President

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

## 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

3/16/16  
 Date Signed

Print Name of Authorized Signatory

President

Title of Authorized Signatory

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

  
 Signature of Authorized Signatory

3/16/16  
 Date Signed

Print Name of Authorized Signatory

President

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: NF



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.

[Redacted Signature]

Signature of Authorized Signatory

3/16/16

Date Signed

[Redacted Name]

Print Name of Authorized Signatory

President

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: [Redacted Initials]